

PROJECT MANUAL FOR:

Classrooms #4 Renovations 2018

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

March 27, 2018

PPA No. 18-2015

SET NO.:



**MONTANA
STATE UNIVERSITY**

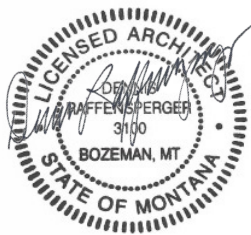
CAMPUS PLANNING,
DESIGN AND CONSTRUCTION
BOZEMAN, MONTANA
PHONE: (406) 994-5413 FAX: (406) 994-5665

MSU CLASSROOMS #4 RENOVATIONS 2018



MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

PPA No. 18-2015



3/19/2018

Architect of Record
dRAproj.no.1710

dRA

Dennis Raffensperger
Architect

720 South Tracy Ave
Bozeman, MT 59715
ph. 406.624.6782

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Included in this Project Manual:

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MSU Supplemental Conditions

State of Montana General Conditions
Montana Prevailing Wage Rates

The following documents are included in electronic versions but not included in the printed project manual.

Substitution Request, Form 99	Certificate of Substantial Completion, Form 107
Schedule of Values for Payment, Form 100	Construction Change Directive, Form 109
Periodic Estimate for Partial Payment, Form 101	Request for Information, Form 111
Acknowledgement of Subcontractors, Form 102	Performance Bond, Form 112
Consent of Surety to Final Payment, Form 103	Labor and Material Payment Bond, Form 113
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Additionally these can be downloaded from our website:

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Cheever Hall 214

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CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street • P.O. Box 172760 • Bozeman, Montana 59717-2760

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

PERMIT NOTICE

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

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

BUILDING PERMIT

INVITATION TO BID

Sealed bids will be received until **2:00 PM** on **Thursday, April 12, 2018**, and will be publicly opened and read aloud in the offices of **MSU Campus Planning, Design and Construction, Plew Building, 6th & Grant, Bozeman, Montana**, for: **Classrooms #4 Renovations 2018, PPA No. 18-2015**.

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

Montana State University
Campus Planning, Design and Construction
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, April 2, 2018, AT 3:15 PM PARTICIPANTS SHOULD MEET AT: Reid Hall Room 332. ATTENDANCE IS STRONGLY RECOMMENDED. Bidders should thoroughly review the contract documents before the pre-bid conference.

Bids must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract for contracts equal to or greater than \$25,000.

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

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

Time of Completion

Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 20, 2018**.

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

Facilities Services

Campus Planning, Design and Construction

Approved by: _____
University Engineer

Approved by: _____
University Architect

INSTRUCTIONS TO BIDDERS

1. Table of Contents

Provided in the Printed Project Manual:

Invitation to Bid
Instruction to Bidders
Bid Proposal, Form 098
Sample Standard Form of Contract
State of Montana General Conditions
MSU Supplementary Conditions
State of Montana Prevailing Wage Rates
Specifications
Drawings

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

<http://www.montana.edu/pdc/contract-documents.html>

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

2. Viewing of Contract Documents

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

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

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

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

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

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

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

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

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

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

**MONTANA STATE UNIVERSITY
CAMPUS PLANNING, DESIGN & CONSTRUCTION
PLEW BUILDING 1st FLOOR
6TH AND GRANT
BOZEMAN, MONTANA 59717-2760
406/994-5413**

3.2. All borrowed Contract Documents shall be returned to Campus Planning, Design & Construction 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:

Jaclyn Liebscher, Project Manager
Montana State University
Campus Planning, Design & Construction
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-5970; 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
CAMPUS PLANNING, DESIGN & CONSTRUCTION
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:	Classrooms #4 Renovations 2018
Location:	Montana State University Bozeman Campus
MSU PPA Project Number:	18-2015
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, Campus Planning, Design, and Construction. Proposals received after the scheduled closing time for bids by either the bidder, a delivery service (e.g. Federal Express, U.S. Postal Service, United Parcel Service, etc.), or the state's own mail delivery system, will be rejected. Proposals entitled for consideration must be time-stamped in the Owner's office prior to the closing time for receipt of bids. The official time clock for receipt of bids and fax modifications is the Owner's time and date stamp clock located in the reception area of the Owner's office. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids and fax modifications are received in the Owner's office prior to the scheduled closing time.
- 6.7. If requested on the Bid Proposal, any person making a bid to perform the Work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion or work

listed. The bidder whose bid is accepted shall not:

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

what is material and/or immaterial to the bids received.

7. Bid Security

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

8. Withdrawal of Bids

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

9. Interpretation of Contract Documents

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

10. Award of Bids

- 10.1. All bids received by the stated hour will be opened and publicly read aloud.
- 10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.

10.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).

10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.

10.4.2. The term “responsible” does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.

10.4.3. The term “responsible” includes, but is not limited to:

10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;

10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;

10.4.3.3. Having a satisfactory record of integrity and business ethics;

10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;

10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,

10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.

10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.

10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.

10.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by Federal requirements.

10.6. The State of Montana may negotiate deductive changes, not to exceed 7% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

11. Contract

11.1. The sample Standard Form of Contract between Contractor and Owner, as issued by the Owner, will be used as the contracting instrument and is bound within the Contract Documents.

11.2. The form shall be signed by a proper representative of the bidder as defined above in these instructions.

11.3. The contractor shall also complete and return a federal form W-9 with the Contract.

12. Performance, Labor and Material Payment Security

12.1. IF THE PROJECT COST IS LESS THAN \$25,000, 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 \$25,000.)**

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. Time of Completion
 - 16.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 20, 2018**.
 - 16.2. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of FIVE HUNDRED NO/100 (\$0.00) DOLLARS per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor.

~END OF INSTRUCTIONS~



BID PROPOSAL

Classrooms #4 Renovations 2018 PPA No. 18-2015

TO:

State of Montana, Montana State University
Campus Planning, Design, and Construction
Attn: Walt Banziger, Director
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 **Dennis Raffensperger Architect (DRA), 720 South Tracy, Bozeman, MT 59715, 406/624-6782**, 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 Provide Legrand Steel Wiremold 3000 Series in lieu of Legrand Steel Wiremold V700 Series for surface mount raceway shown on drawings.
THE BIDDER AGREES TO **ADD** THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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

ALTERNATE NO. 1: ADD Provide single phase variable refrigerant volume cooling system, basis of design Daikin. See drawings for details.
THE BIDDER AGREES TO **ADD** THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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

This bidder acknowledges receipt of the following addenda:

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

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Business Address: _____

Construction Contractor

Registration No.: _____

Phone No.: _____

Fax No.: _____

Email: _____

Date: _____

STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This **CONTRACT** is made as of:

(date)

BETWEEN:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE, FAX]

Herein after identified as the “**CONTRACTOR**” and the State of Montana, acting through its Director, Campus Planning, Design, and Construction, hereinafter identified as the “**OWNER**”:

*State of Montana
Montana State University
Campus Planning, Design, and Construction
Plew Building 6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760*

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE 1 – SCOPE OF WORK

The Contractor shall perform all Work as shown in the Contract Documents entitled:

[PROJECT NAME]

PPA NO.: [PPA NO.]

Bid Documents Dated: (alpha date)

As prepared by:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE, FAX]

Hereinafter identified as the “**ARCHITECT/ENGINEER**.”

ARTICLE 2 – TIME OF COMPLETION

As time is of the essence in performance, coordination, and completion of the Work contemplated under this Contract, the Work to be performed shall commence on a date set forth by the Owner in a written “Notice To Proceed” and shall be completed Within or by:

CONSECUTIVE CALENDAR DAYS.

If the Work is not completed within the time specified, the Owner may assess liquidated damages in the amount of:

[DOLLARS IN ALPHA] DOLLARS (\$numeric) PER CALENDAR DAY.

ARTICLE 3 – CONTRACT SUM

The Owner shall pay the Contractor for performance of the Work, subject to additions and/or deductions by Change Order or damages as provided in the Contract Documents, the Contract Sum of:

[DOLLARS IN ALPHA] DOLLARS (\$(dollars in numeric)).

ARTICLE 4 – PROGRESS PAYMENTS

The Owner shall make payments on account in accordance with the Contract Documents as follows: Ninety-Five (95%) of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and for materials suitable stored. The Contractor shall be aware that the Owner has thirty-five (35) calendar days upon receipt in which to make approval and payment without being in

violation of statute or being subject to the accrual of interest shall, or the need to make written notice or justification to deny payment in whole or in part. The Contractor shall, within seven (7) calendar days following receipt of payment from the Owner, make payment to subcontractor(s).

ARTICLE 5 – FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when: 1) the Work is completed in accordance with the Contract Documents; 2) the Contract fully performed; 3) a final Form 101, Periodic Estimate for Partial Payment showing the final correct amounts is approved by the Architect/Engineer; 4) a Form 106, "Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens" is completed and submitted; and 5) a Form 103, "Consent of Surety Company To Final Payment" if required, is completed and submitted.

ARTICLE 6 – CONTRACT DOCUMENTS

The Contract Documents, together with this Contract, form the entire Contract and Agreement between the Contractor and Owner. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s).

ARTICLE 7 – PREVAILING WAGE SCHEDULE

The Contractor and all subcontractors at any tier or level shall, as a minimum, pay the standard prevailing rate of wages schedule (including per diem, fringe benefits for health, welfare, and pension contributions and travel allowance) in effect and as applicable to the district in which the Work is being performed.

ARTICLE 8 – VENUE

In the event of any mediation, arbitration, or litigation concerning any matter or dispute arising out of or related to the Contract, venue shall be the Eighteenth Judicial District in and for the County of Gallatin, Montana. The Contract shall be interpreted and subject to the laws of the State of Montana.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

Other documents if any forming part of these contract documents are as follows:

Addendum #1 dated: _____ Addendum #2 dated: _____ Addendum #3 dated: _____

Contractor's Bid Proposal dated: _____

Contractor's Revised Proposal dated: _____

EXECUTION OF THIS CONTRACT

This Contract is entered into as of the day and year first written above:

CONTRACTOR: (COMPANY)
(ADDRESS)
(CITY, STATE, ZIP)
(PHONE, FAX)

OWNER: STATE OF MONTANA
MONTANA STATE UNIVERSITY
CAMPUS PLANNING, DESIGN, AND
CONSTRUCTION
6TH & GRANT AVENUE, P.O. Box 172760
BOZEMAN, MONTANA 59717-2760

(Signature)

(Print Name)

(Title)

(Date)

Walt Banziger, Director

(Date)

Contractor's Registration Certificate No. _____

Federal Tax Identification No. _____

Incorporated? _____ No _____ yes

Please refer to PPA No. in all correspondence.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

State of Montana Version
(Form Revision Date: May 2, 2016)

FRONT PAGE HIGHLIGHTS

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

ITEM	REFERENCE	GENERAL CONDITIONS
Prevailing Wage Rates	Article 3.4.4	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.
Warranty	Article 3.5.2	The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project.
Schedule	Article 3.10.1	The Contractor's schedule shall be in the "Critical Path Method" and shall be in a form that is acceptable to the Owner and meet all the conditions of 3.10.
Time Limit on Claims	Article 4.3.1.1	Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim.
Weather Delays	Article 4.3.5.2	If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the current critical- path scheduled construction activities.
Waiver of Consequential Damages	Article 4.3.6	The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.
Mediation & Arbitration	Article 4.5 & 4.6	The parties shall endeavor to resolve their Claims by mediation unless the parties mutually agree otherwise. Claims not resolved by mediation shall be decided by arbitration.
Changes	Article 7	Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
Change Order Allowable Costs	Article 7.2.2.1	As described with a 5% allowance for overhead and a 10% allowance for profit.
Time	Article 8	Time is of the essence in performance, coordination, and completion of the Work contemplated herein.
Liquidated Damages	Article 8.1.6	The Contractor and his surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete.
Contract Duration/Milestones/Phases	Article 8.1.8	All Work shall reach Substantial Completion by the date(s) listed or within the consecutive calendar days indication after the start date on the written Notice To Proceed.
Applications for Payment	Article 9.3.2	The Owner has thirty-five (35) calendar days after receipt for approval of the Contractor's Pay Request without being subject to the accrual of interest.
Retainage	Article 9.3.7	Until the Work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work.
Safety & Protection	Article 10	The Contractor shall be solely responsible for initiating, maintaining and supervising all safety, safety precautions, and safety programs in connection with the performance of the Contract.
Indemnification and Insurance Requirements	Article 11	The Contractor shall indemnify the Owner against the Contractor's negligence. The Contractor shall least carry Workers' Comp, General Liability, Automobile/Equipment, and Property (all-risk) Insurance Coverages as identified. State of Montana shall be listed as an additional insured with copy of ENDORSEMENT provided along with certificates of insurance. No waivers of subrogation shall be accepted.
Performance & Payment Bonds	Article 11.7	The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract. The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
Payroll & Basic Records	Article 13.8	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.

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

State of Montana Version
(Form Revision Date: March 1, 2016)

1. 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.

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

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

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

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.

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

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

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.

2. ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

2.1.1. The Owner is the State of Montana and is the sole entity to be identified as Owner in the Contract and as referred to throughout the Contract Documents as if singular in number.

2.1.2. Except as otherwise provided in Subparagraph 4.2.1, the Architect/Engineer does not have authority to bind the Owner. The observations and participations of the Owner or its authorized representative do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe the work and make comment. Any action or lack of action by the Owner shall not be construed as approval of the Contractor's performance.

2.1.3. The Owner reserves the right to require the Contractor, all sub-contractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all sub-contractors and material suppliers shall provide such releases with every subsequent application for payment through Final Acceptance of the Project.

2.1.4. Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.1.5. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.1.6. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Specifications as are reasonably necessary for execution of the Work.

2.2. OWNER'S RIGHT TO STOP WORK

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

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.

3. ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

3.1.1. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.

3.1.3. The Owner's engagement of the Contractor is based upon the Contractor's representations by submission of a bid to the Owner that it:

- 3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;
- 3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;
- 3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;
- 3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,
- 3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

3.1.4. The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.5. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.1.6. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.

3.2. 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 bare the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Architect/Engineer.

3.2.6.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to carefully review, evaluate, and become familiar with all aspects of the Contract Documents shall be deemed void and waived by the Contractor.

3.2.7. Sufficiency of Site Conditions: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has visited, carefully reviewed, evaluated, and become familiar with all aspects of the site and local conditions at which the Project is to be constructed. The Contractor agrees that the Contract Documents are an adequate, consistent, coordinated, and sufficient representation of the site and local conditions for the Work.

3.2.7.1. The Contractor has reviewed and become familiar with all aspects with the Site Survey and Geotechnical Report for the Project and has a full understanding of the information provided therein.

3.2.7.2. If the Work involves modifications, renovations, or remodeling of an existing structure(s) or other man-made feature(s), the Contractor certifies, warrants and guarantees that it has reviewed, evaluated, and become familiar with all available as-built and record drawings, plans and specifications, and has thoroughly inspected and become familiar with the structure(s) or man-made feature(s).

3.2.7.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to visit, carefully review, evaluate, and become familiar with all aspects of the site, available geotechnical information, and local conditions at which the Project is to be constructed shall be deemed void and waived by the Contractor.

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part Architect/Engineer or Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from

the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect/Engineer or Owner as appropriate shall be solely responsible for any resulting loss or damage. The Contractor will be required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee. The Contractor is required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.

3.3.2. The Contractor shall furnish management, supervision, coordination, labor and services that: (1) expeditiously, economically, and properly completes the Work; (2) comply with all requirements of the Contract Documents; and, (3) are performed in a quality workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity, cost, and nature to this Project. However, the standards currently practiced within the construction industry shall not relieve the Contractor of the responsibility to perform the Work to the level of quality, detail, and excellence defined and intended by the Contract Documents as interpreted by the Architect/Engineer.

3.3.3. All services and labor rendered by the Contractor, including any subcontractors or suppliers, shall be performed under the immediate supervision at the site of persons possessing expertise and the requisite knowledge in the discipline or trade of service being rendered. The Contractor shall maintain such supervision and personnel at all times that the Contractor's personnel, subcontractors, and/or suppliers are at the site. The Contractor shall never be absent from the site during performance of any portion of the Work by any entity under the supervision and direction of the Contractor. Full time attendance by the Contractor from Notice to Proceed through Final Acceptance is an explicit requirement of this Contract.

3.3.4. The Contractor shall be responsible to the Owner for acts, damages, errors, and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3.5. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4. LABOR, WAGES, AND MATERIALS

3.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.

3.4.3. The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, subcontractors at every tier and level, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.4. Prevailing Wages and Montana Residents.

3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel

allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

3.4.4.2. At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

3.4.4.3. Indian Employment Preference within the Boundaries of an Indian Reservation. All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:

3.4.4.3.1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.

3.4.4.3.2. Qualified Indians – Employment Criteria: An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.

3.4.4.3.3. Non-Applicability: The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.

3.4.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are bound herein. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

3.4.4.5. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

3.4.4.6. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

3.4.4.7. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

3.4.4.8. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" schedules and as part of these Contract Documents.

3.4.4.9. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, which ever is later.

3.4.4.10. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

3.5. WARRANTY AND GUARANTEE

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

3.5.2. The Contractor shall and does hereby warrant and guarantee all work, workmanship, and materials for the full warranty period as specified in the Contract Documents. The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Architect/Engineer's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner, Architect/Engineer and Contractor.

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

3.5.4. Manufacturer and product warranties and guarantees, as provided by the manufacturer or as specified in the Contract Documents, are in addition to the Contractor's warranty.

3.6. TAXES

3.6.1. The Contractor is responsible for and shall pay all sales, consumer, use, and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2. In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than \$5,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

3.7. PERMITS, FEES, AND NOTICES

3.7.1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, including but not limited to, the building permit fee, electrical, plumbing, sewer connection fee and mechanical permit fee, and any required impact fees and which are legally required when bids are received or negotiations concluded.

3.7.2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, and does so without providing notice to the Architect/Engineer and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall be solely responsible to insure that all work it performs is in full compliance with all prevailing and applicable codes and regulations.

3.7.4. Incident Reporting: The Contractor shall immediately notify the Owner and Architect/Engineer, both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work, including, but not limited to, union disputes, accidents, delays, damages to Work, and other significant occurrences. Such notices are in addition to any other notices required regarding claims.

3.8. ALLOWANCES

3.8.1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

3.8.2. Unless otherwise provided in the Contract Documents:

3.8.2.1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

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

3.9. CONTRACTOR'S PERSONNEL

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

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

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

3.9.4. Prior to the commencement of any work, the Contractor shall prepare and submit a personnel listing and organizational chart in a format acceptable to the Owner which lists by name, phone number (including cell phone), job category, and responsibility the Contractor's key/primary personnel who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any

proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference.

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

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

3.10. CONSTRUCTION SCHEDULES

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

3.10.2. The Contractor shall prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Architect/Engineer reasonable time to review submittals.

3.10.3. The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner and Architect/Engineer.

3.10.4. The Contractor's operations (including but not limited to the Contractor's forces employed, sequences of operations, and methods of operation) at all times during the performance of the contract shall be: (a) subject to the review of the Owner or the Architect/Engineer; and, (b) sufficient to insure the completion of the Work within the specified performance period.

3.10.5. The Critical Path Method Construction Schedule prepared by the Contractor must be in a form that is acceptable to both the Architect/Engineer and the Owner.

3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work. The Contractor shall provide written reports of all logic and resource loading data with the Schedule and with all updates to the Schedule.

3.10.5.2. The Schedule shall show percent complete, progress to date, project work, and projected time to complete the work for all activities. The percent complete and minor schedule changes, including additions of activities, change orders, construction change directives, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report providing details about the changes and what actions are anticipated to get the work completed in the contractual time period shall be submitted with the revised schedule.

3.10.5.3. The Construction Schedule shall include coordinate dates for performance of all divisions of the Work, including shipping and delivery, off-site requirements and tasks, so the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Acceptance.

3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Architect/Engineer; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.

3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic and resource loading), neither the Owner or Architect/Engineer assume any of the Contractor's responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.

3.10.5.6. Receiving, reviewing, and/or commenting on the Schedule, any portion thereof, or any revision thereof, does not constitute an approval, acknowledgement, or acceptance of any duration, dates, milestones, or performance indicated therein.

3.10.5.7. A printout of the Schedule's logic showing all activities and all resource loading is required with the Schedule and with all updates to the Schedule.

3.10.6. The Contractor shall review and compare, at a minimum on a weekly basis, the actual status of the Work against its Construction Schedule.

3.10.7. The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (1) states and explains any modifications of the critical path, if any, including any changes in logic; (2) defines problem areas and lists areas of anticipated delays; (3) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (4) provides corrective action taken or proposed; and, (5) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.

3.10.8. Delay in Performance: If at any time the Contractor anticipates that performance of the Work will be delayed or has been delayed, the Contractor shall: (1) immediately notify the Architect/Engineer by separate and distinct correspondence of the probable cause and effect of the delay, and possible alternatives to minimize the delay; and, (2) take all corrective action reasonably necessary to deliver the Work by the required dates. Nothing in this paragraph or the Contract Documents shall be construed by the Contractor as a granting by the Architect/Engineer or Owner of constructive acceleration. The results of failure to anticipate delays, or to timely notify the Owner and Architect/Engineer of an anticipated or real delay, are entirely the responsibility of the Contractor whether compensable or not.

3.10.9. Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor's sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner or Architect/Engineer. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract. The Owner will not be liable for nor pay any additional compensation of any kind should there be any cause whatsoever that the Contractor is not able to achieve Substantial Completion(s) earlier than the contractually required dates of Substantial Completion(s) or Final Acceptance.

3.10.10. Float in Schedule. Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.

3.10.11. Modification of Required Substantial Completion(s) or Final Acceptance Dates: Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

3.11.1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and accurately marked to record current field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer or Owner at any time and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

3.11.2. The Owner shall not be required to process final payment until all documentation and data required by the Contract Documents is submitted to and approved by the Architect/Engineer including, but not limited to, the As-Built Drawings. The Owner will not process any final request for payment until the Architect/Engineer has received and verified that the Contractor has performed the requirements pertaining to the as-built drawings.

3.11.3. The as-built drawings shall be neatly and clearly marked during construction to record all deviations, variations, changes, and alterations as they occur during construction along with such supplementary notes and details necessary to clearly and accurately represent the as-built condition. The as-built drawings shall be available at all times to the Owner, Architect/Engineer and Architect/Engineer's consultants.

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

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

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

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

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

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

3.12.5. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective

submittal has been approved by the Architect/Engineer. Should the Contractor, Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

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

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

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

3.12.9. Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Architect/Engineer within sixty (60) days from the date of the Notice To Proceed a minimum of six (6) complete copies of all shop/setting drawings, schedules, cut sheets, products, product data, and samples required for the complete Work. Copies shall be reviewed, marked, stamped and approved on each and every copy by the Contractor prior to submission to the Architect/Engineer or they shall be returned without review or action. The Architect/Engineer shall review with reasonable promptness, making corrections, rejections, or other actions as appropriate. The Architect/Engineer's approval or actions on shop/setting drawings, schedules, cut sheets, products, product data, or samples shall not relieve the Contractor from responsibility for, nor deviating from, the requirements of the plans and specifications. Any deviations from the plans and specifications requested or made by the Contractor shall be brought promptly to the attention of the Architect/Engineer.

3.12.10. Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Architect/Engineer to take action. The Contractor shall pay the Architect/Engineer's cost for any re-submission of any rejected item. Such costs shall be deducted from the contract sum by Change Order. The Contractor agrees that any action taken by the Architect/Engineer is solely in the Architect/Engineer's discretion and is non-negotiable for the purposes of the Architect/Engineer's cost recovery for multiple (i.e. more than one) review.

3.13. USE OF SITE

3.13.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2. The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site, including but not limited to work performed by others, monuments, stakes, bench marks, survey points, utilities, existing features or structures. The Contractor shall be fully and exclusively responsible for and bear all costs and delays (including and costs of delay) for any damage, endangerment, compromise, or destruction of any part of the Project or site.

3.14. CUTTING AND PATCHING

3.14.1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15. CLEAN UP AND SITE CONTROL

3.15.1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract during performance of the Work and at the direction of the Owner or Architect/Engineer. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16. ACCESS TO WORK

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

3.17. ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18. INDEMNIFICATION

3.18.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and the Owner against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys' fees), and losses from any cause whatever (including patent, trademark and copyright infringement) except the Owner's sole

or partial negligence. This includes any suits, claims, actions, losses, costs, damages of any kind, including the State and Owner's legal expenses, arising out of, in connection with, or incidental to the Contract, but does not include any such suits, claims, actions, losses, costs or damages which are the result of the negligent acts, actions, losses, costs, or damages which are acts, omissions or misconduct of the Owner if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of the Contractor in whole or in part.

3.18.2. In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. 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.

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.

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.

4.3.3.1. 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.

4.3.3.2. 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.

4.3.3.3. 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 & Clark 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.

5. 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.

5.3. SUBCONTRACTUAL RELATIONS

5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the

Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2. Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (18-2-201 and 18-2-203 MCA) for all sub-contractual agreements.

5.3.3. The Contractor shall prepare a Subcontractors' and Suppliers' chart in CSI division format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The Contractor shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a timely objection. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference but no less than 30 days after award of the Contract.

5.3.4. All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.

5.3.5. In accordance with 39-51-1104 MCA, any Contractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, who contracts with any Subcontractor who also is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, shall withhold sufficient money on the contract to guarantee that all taxes, penalties, and interest are paid upon completion of the contract.

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

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

5.3.6. In compliance with state statutes, the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$5,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$5,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$5,000.00 to the Montana Department of Revenue on the Department's prescribed form.

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

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

6. 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 Subparagraph 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.

7. ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

7.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Architect/Engineer has the definition provided in Paragraph 7.4

7.1.2. A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; a Construction Change Directive requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone.

7.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

7.1.4. No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

7.2. CHANGE ORDERS

7.2.1. A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor and Architect/Engineer, stating their agreement upon all of the following:

- 7.2.1.1. change in the Work;
- 7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,
- 7.2.1.3. the extent of the adjustment, if any, in the Contract Time.

7.2.2. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

- 7.2.2.1. Per the limitations of this Subparagraph, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive; or,

7.2.2.2. By one of the methods in Subparagraph 7.3.4, or as determined by the Architect/Engineer per Subparagraph 7.3.9, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive.

7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in Subparagraph 7.3.9.1 through 7.3.9.5.

7.2.3. The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:

7.2.3.1. Direct costs (only those listed in Subparagraph 7.3.9.1 through 7.3.9.5 are allowable);

7.2.3.2. Indirect costs (limited as a percentage on each Change Order per Supplementary General Conditions, Paragraph 7.2.2); and

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

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

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

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

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

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

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

7.3. CONSTRUCTION CHANGE DIRECTIVES

7.3.1. A Construction Change Directive is a written order prepared by the Architect/Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The

Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

7.3.4.4. By actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or

7.3.4.5. as provided in Subparagraph 7.3.9.

7.3.5. Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.

7.3.6. Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.

7.3.7. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.8. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.9. If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) calendar days, the method and the adjustment made shall be determined by the Architect/Engineer on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Subparagraph 7.2.2. In such case, and also under Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.9 shall be limited to the following:

7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;

7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- 7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.

7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect/Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

7.3.12. When the Owner and Contractor agree with the determination made by the Architect/Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4. MINOR CHANGES IN THE WORK

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

8. ARTICLE 8 – TIME

8.1. DEFINITIONS

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

8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.3. The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER.

8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.8.

8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.6. Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: **SEE INSTRUCTIONS TO BIDDERS.**

8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:

8.1.7.1. Any preference, priority or allocation order issued by the government;

8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order.

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.

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

8.1.8. Contract Time. All work shall reach Substantial Completion by or within: **SEE INSTRUCTIONS TO BIDDERS.**

8.2. PROGRESS AND COMPLETION

8.2.1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date on the Notice to Proceed and in no case prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4. If the Contractor falls behind the latest construction schedule by more than 14 calendar days through its own actions or inaction, neglect, inexperience, lack of oversight and management of the Work including that of any Subcontractors, written notice to the Owner and Architect/Engineer shall be provided within three (3) days with explanation of how the Contractor intends to get back on schedule. Response to getting back on schedule consists of providing a sufficient number of qualified workers and/or proper materials or an acceptably reorganized schedule to regain the lost time in a manner acceptable to the Owner.

8.3. DELAYS AND EXTENSIONS OF TIME

8.3.1. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.

8.3.2. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3. This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

9. 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 \$5,000 shall have 1% of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.

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

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

9.4. **CERTIFICATES FOR PAYMENT**

9.4.1. The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. For the purposes of this paragraph regarding certification of payment, electronic mail and/or notes provided through the use of an electronic approval system shall constitute written notice.

9.4.2. The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations

from the Contract Documents prior to completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5. DECISIONS TO WITHHOLD CERTIFICATION

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

- 9.5.1.1. defective Work not remedied;
- 9.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 9.5.1.3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 9.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 9.5.1.5. damage to the Owner or another contractor;
- 9.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or,
- 9.5.1.7. persistent failure to carry out the Work in accordance with the Contract Documents.

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

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

- 9.5.3.1. the Contractor's failure to perform the Work in compliance with the Contract Documents;
- 9.5.3.2. the Contractor's failure to correct any defective or damaged Work;
- 9.5.3.3. the Contractor's failure to accurately represent the Work performed in the pay request;
- 9.5.3.4. the Contractor's performance of its Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Work, or any portion thereof, to be delayed;

- 9.5.3.5. the Contractor's failure to use funds previously paid to it by the Owner to pay for the Contractor's Work-related obligations including, but not limited to, subcontractors and suppliers on this Project;
- 9.5.3.6. claims made, or anticipated by the Owner to be made, against the Owner or its property;
- 9.5.3.7. inclusion in the pay request of any amounts in dispute or part of a claim;
- 9.5.3.8. Damage or loss caused by the Contractor, including its subcontractors and suppliers; or,
- 9.5.3.9. The Contractor's failure or refusal to perform its obligations to the Owner.

9.6. PROGRESS PAYMENTS

9.6.1. After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or the Owner may take any action the Owner deems necessary under Subparagraph 9.5.3.

9.6.2. The Contractor shall promptly pay each Subcontractor in accordance with Title 28, Chapter 2, Part 21, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3. The Contractor is prohibited from holding higher amounts in retainage on any Subcontractor than the Owner is holding from the Contractor.

9.6.4. The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and Owner on account of portions of the Work done by such Subcontractor.

9.6.5. Neither the Owner nor Architect/Engineer shall have an obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.6. Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, 9.6.4, and 9.6.5.

9.6.7. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.8. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7. FAILURE OF PAYMENT

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

9.8. SUBSTANTIAL COMPLETION

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

9.8.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3. Upon receipt of the Contractor's list, the Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect/Engineer's Inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect/Engineer. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion.

9.8.4. The Contractor shall ensure the project is substantially complete prior to requesting any inspection by the Architect/Engineer so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Subparagraph 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Architect/Engineer's additional inspections to determine Substantial Completion.

9.8.5. When the Work or designated portion thereof is substantially complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) calendar days of the date on the Certificate. The Architect/Engineer shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the contract on the part of the Contractor.

9.8.6. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9. PARTIAL OCCUPANCY OR USE

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

9.9.2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

9.10. FINAL COMPLETION AND FINAL PAYMENT

9.10.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will approve the Contractor's final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect/Engineer's signature on the Contractor's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2. Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect/Engineer:

9.10.2.1. completed Contractors 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 (Form 103) to make final payment; 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.

10. 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.

11. ARTICLE 11 - INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Montana with a rating no less than "A-", such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

11.1.1.2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

11.1.1.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

11.1.1.4. claims for damages insured by usual personal injury liability coverage;

11.1.1.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

11.1.1.6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

11.1.1.7. claims for bodily injury or property damage arising out of completed operations; and,

11.1.1.8. claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2. The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until termination of any coverage required to be maintained after final payment.

11.1.3. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.1.4. At the request of the Owner, the Contractor shall provide copies of all insurance policies to the Owner.

11.2. INSURANCE, GENERAL REQUIREMENTS

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

11.2.2. Hold Harmless and Indemnification: The Contractor shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments whatsoever (including the cost of defense and reasonable attorney fees): 1) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage; or, 2) arising out of or resulting from performance or failure to perform, or omissions of services, or in any way results from the negligent acts or omissions of the Contractor, its agents, agents, or subcontractors.

11.2.3. Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the contract that extends through the warranty period. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No

Contractor or Sub-contractor shall commence any Work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.

11.2.4. Certificates of Insurance and Endorsements. All certificates of insurance and the additional insured endorsements are to be received by the state prior to issuance of the Notice to Proceed. The contractor is responsible to ensure that all policies and coverages contain the necessary endorsements for the State being listed as an additional insured. The state reserves the right to require complete copies of all insurance policies at any time to verify coverage. The contractor shall notify the state within 30 days of any material change in coverage.

11.3. WORKERS' COMPENSATION INSURANCE

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

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

11.4.1.2. 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.

11.4.1.3. 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.

11.4.1.4. 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.

11.4.1.5. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, elected and appointed officials, employees and volunteers shall be excess

of the Contractor's insurance and shall not contribute to it. NO WAIVERS OF SUBROGATION OR ENDORSEMENTS LIMITING, TRANSFERRING, OR OTHERWISE INDEMNIFYING LIABLE OR RESPONSIBLE PARTIES OF THE CONTRACTOR OR ANY SUBCONTRACTOR WILL BE ACCEPTED.

11.5. PROPERTY INSURANCE (ALL RISK)

11.5.1. New Construction (for projects involving new construction): At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:

11.5.1.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map, <http://rmt.d.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.

11.5.1.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

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

11.5.2. Building Renovation (for projects involving building renovation or remodeling)

11.5.2.1. The contractor shall purchase and maintain Builder's Risk/Installation insurance on a "special causes of loss" form (so called "all risk") for the cost of the work and any subsequent modifications and change orders. The contractor is not responsible for insuring the existing structure for Builder's Risk/Installation insurance.

11.5.2.2. At its sole cost and expense, the contractor shall insure all property construction on the premises throughout the term of the agreement against the following hazards:

11.5.2.2.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map at <http://rmt.d.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.

11.5.2.2.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

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

11.6. ASBESTOS ABATEMENT INSURANCE

11.6.1. If Asbestos Abatement is identified as part of the Work under this contract, the Contractor or any subcontractor involved in asbestos abatement shall purchase and maintain **Asbestos Liability Insurance** for coverage of bodily injury, sickness, disease, death, damages, claims, errors or omissions regarding the asbestos portion of the work in addition to the CGL Insurance by reason of any negligence in part or in whole, error or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable.

11.6.2. Such insurance shall be in "per occurrence" form and shall clearly state on the certificate that asbestos work is included in the following limits:

11.6.2.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000.**

11.6.3. Asbestos Liability Insurance as carried by the asbestos abatement subcontractor in these limits in lieu of the Contractor's coverage is acceptable provided the Contractor and the State of Montana are named as additional insureds and that the abatement subcontractor's insurance is PRIMARY as respects both the Owner and the Contractor. If the Contractor or any other subcontractor encounters asbestos, all operations shall be suspended until abatement with the associated air monitoring clearances are accomplished. The certificate of coverage shall be provided by the asbestos abatement subcontractor to both the Contractor and the Owner.

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

11.7.1. 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.

12. 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.

13. 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. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2. If the Architect/Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect/Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3 shall be at the Owner's expense.

13.5.3. If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect/Engineer's services and expenses shall be at the Contractor's expense.

13.5.4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect/Engineer.

13.5.5. If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing.

13.5.6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6. INTEREST

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

13.7. COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1. As between the Owner and Contractor:

13.7.1.1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

13.7.1.2. **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and,

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

13.8. PAYROLL AND BASIC RECORDS

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

14. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. TERMINATION BY THE CONTRACTOR

14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,

14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.

14.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3. If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit but not damages.

14.1.4. If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect/Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2. TERMINATION BY THE OWNER FOR CAUSE

14.2.1. The Owner may terminate the Contract if the Contractor:

- 14.2.1.1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 14.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
- 14.2.1.4. otherwise is guilty of any breach of a provision of the Contract Documents.

14.2.2. When any of the above reasons exist, the Owner, upon certification by the Architect/Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 14.2.2.2. accept assignment of subcontracts pursuant to Paragraph 5.4; and,
- 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect/Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
- 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 14.4.2.1. cease operations as directed by the Owner in the notice;
- 14.4.2.2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and;
- 14.4.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Contractor shall provide a full and complete itemized accounting of all costs.

15. EQUAL OPPORTUNITY

- 15.1.** The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability and shall comply with all Federal and State laws concerning fair labor standards and hiring practices. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.
- 15.2.** Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 15.3.** The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability..

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED MARCH 1, 2016)

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 per Building.**

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://www2.montana.edu/policy/smoking_facilities/)

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

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

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

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

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

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

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

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

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS

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

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

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

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

9.10.2.4 Insert in the first line after the word "(Form 103)": "for contracts greater than or equal to \$25,000"

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 reterminations 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 \$25,000".

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”.

END OF SUPPLEMENTARY GENERAL CONDITIONS

Cost Estimate to Re-key Buildings

Building	Core #	Cut keys	Budget
AJM Johnson	112	448	\$13,000.00
Animal BioScience	109	436	\$13,000.00
ARC	122	488	\$14,000.00
Athletics (Fieldhouse etc.)	500	2,000	\$52,000.00
Cheever Hall	136	544	\$18,000.00
Chem Building	229	916	\$30,000.00
Chem Modular	16	64	\$3,000.00
Cobleigh Hall	380	1,520	\$41,000.00
Cooley Lab	99	396	\$12,000.00
Creative Arts Complex	368	1,472	\$50,000.00
Culbertson Hall	171	684	\$23,000.00
Haynes Hall	113	452	\$16,000.00
Howard Hall	119	476	\$16,000.00
Huffman	39	156	\$6,000.00
EPS	408	1,632	\$45,000.00
EPS Complex	928	3,712	\$106,000.00
Gaines Hall	175	700	\$23,000.00
Grad Art	6	24	\$2,000.00
Hamilton Hall	99	396	\$16,000.00
Heat Plant	17	68	\$3,000.00
Herrick Hall	118	472	\$16,000.00
Kellog Center	35	140	\$5,000.00
Leon Johnson Hall	313	1,252	\$37,000.00
Lewis Hall	163	652	\$21,000.00
Linfield Hall	295	1,180	\$34,000.00
Marga Hosaeus	134	536	\$18,000.00
Marsh Lab	187	748	\$24,000.00
McCall Hall	52	208	\$9,000.00
Molecular Bean	5	20	\$2,000.00
Montana Hall	156	624	\$22,000.00
Museum of the Rockies	166	664	\$25,000.00
OutDoor Rec	16	64	\$3,000.00
Plant BioScience	112	448	\$16,000.00
Plant Growth	152	608	\$20,000.00
Reid Hall	302	1,208	\$36,000.00
Renne Library	255	1,020	\$32,000.00
Roberts Hall	140	560	\$20,000.00
Romney	98	392	\$15,000.00
Swingle Health Center	137	548	\$18,000.00
Taylor Hall	56	224	\$10,000.00
Traphagen Hall	148	592	\$21,000.00
Univ. Record Storage	9	36	\$2,000.00
VisComm (Black Box)	144	576	\$21,000.00
Wilson Hall	325	1,300	\$38,000.00
Mech Room	501	2,004	\$30,000.00

PROJECT CLOSEOUT CHECKLIST

PROJECT TITLE: _____
CONTRACTOR: _____
CONSULTANT: _____

PPA No. _____
DATE: _____

*** In absence of a Consultant, responsibilities will be determined at Pre-construction meeting*

To be submitted with Application of Final Payment

Contract Requirements	Date PM Verified	Date Completed	Required Documentation:
			Contractors Affidavit of Completion, MSU Form106 (all contracts)
			Final application for payment (all contracts)
			Certificate of Substantial Completion - MSU Form 107 (over \$25K)
			Certificate of Final Acceptance - MSU Form118 (over \$25K)
			Consent of Surety to final payment MSU Form103 (if over \$25K)

MSU PM			Verification of All Change Orders & Final Amounts with Contract amounts

Contractor to submit all deliverables to the Consultant To be submitted with Application of Final Payment

Contractor Requirements			Building keys returned to Owner
			Final walk through and instructions to Owner
			As-built "red lined" drawings (PDF Color Scan of Redlined Construction Set)
			Complete set of project shop drawings/Product Data (3Sets)
			Demonstration & Training
			City of Bozeman Building Permits: ☐ Fire Suppression test & Certificate ☐ Fire Alarm test & Certificate ☐ Elevator Inspection ☐ Plumbing & HVAC test & Inspection ☐ Electrical Inspection ☐ Temporary certificate of occupancy ☐ Final certificate of occupancy
			Final project inspection
			Notification of completion of punch list
			Copy of warranty Binder

Contractor Signature _____

Consultant Signature _____

Submit at Record Document Stage/Consultant shall submit Contractor Deliverables to Owner

Consultant Requirements			Complete set of record drawings (PDF & AutoCAD files to CADD Mgr) 2 Paper sets
			Operation & Maintenance Manuals: including warranties or guarantees for all equipment (2 copies – project, trades, building file, support manager: PDF & Paper) ☐ HVAC ☐ Plumbing ☐ Electrical ☐ Elevator ☐ Fire Alarm ☐ Roof ☐ Project Manual (Divisions 1-13)

Consultant Signature _____

Project Manager _____

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2017

Effective: January 7, 2017

Steve Bullock, Governor
State of Montana

Pam Bucy, Commissioner
Department of Labor and Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

PAM BUCY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 7, 2017

B. Definition of Building Construction

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

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehoubopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

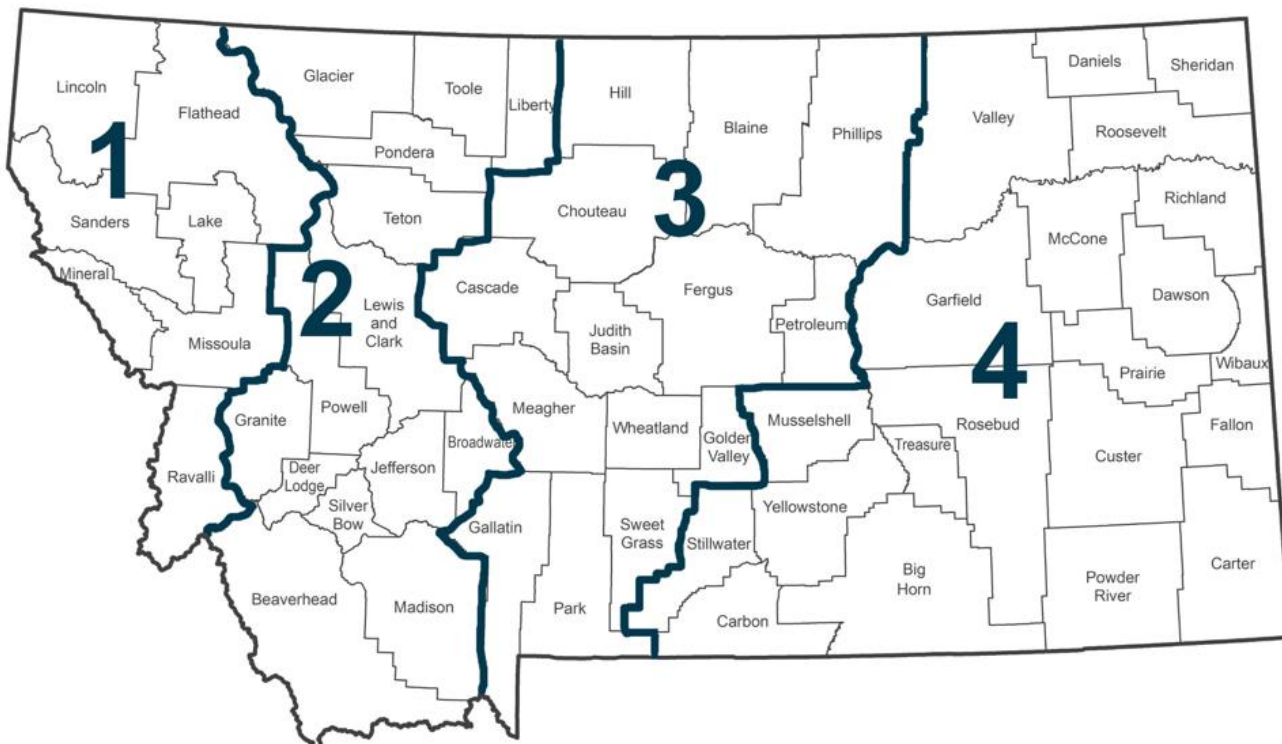
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

H. Prevailing Wage Districts

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

Montana Prevailing Wage Districts



I. Dispatch City

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

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

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

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

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

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

Q. Occupations Definitions

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

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

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$30.25	\$30.30
District 2	\$30.25	\$30.30
District 3	\$30.25	\$30.30
District 4	\$30.25	\$30.30

Duties Include:

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

Travel:

All Districts

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

Special Provision:

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

Per Diem:

All Districts

0-70 mi. free zone

>70-120 mi. \$55.00/day

>120 mi. \$70.00/day

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$26.58	\$13.77
District 2	\$26.58	\$13.77
District 3	\$26.22	\$13.19
District 4	\$26.22	\$13.19

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$25.00/day

>60-90 mi. \$55.00/day

>90 mi. \$65.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$22.50	\$11.82
District 2	\$22.50	\$12.11
District 3	\$22.50	\$11.82
District 4	\$22.50	\$11.82

Duties Include:

Install roll and batt insulation, and hardwood floors.

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$19.52	\$10.36
District 4	\$19.22	\$10.36

Duties Include:

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

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$25.41	\$12.05
District 2	\$25.41	\$12.05
District 3	\$25.41	\$12.05
District 4	\$25.41	\$12.05

Zone Pay:

All Districts

0-30 mi. free zone

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

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

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$26.20	\$12.05
District 2	\$26.20	\$12.05
District 3	\$26.20	\$12.05
District 4	\$26.20	\$12.05

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$27.95	\$12.05
District 2	\$27.95	\$12.05
District 3	\$27.95	\$12.05
District 4	\$27.95	\$12.05

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$28.95	\$12.05
District 2	\$28.95	\$12.05
District 3	\$28.95	\$12.05
District 4	\$28.95	\$12.05

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$29.95	\$12.05
District 2	\$29.95	\$12.05
District 3	\$29.95	\$12.05
District 4	\$29.95	\$12.05

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$30.95	\$12.05
District 2	\$30.95	\$12.05
District 3	\$30.95	\$12.05
District 4	\$30.95	\$12.05

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit	Zone Pay:
District 1	\$31.95	\$12.05	All Districts
District 2	\$31.95	\$12.05	0-30 mi. free zone
District 3	\$31.95	\$12.05	>30-60 mi. base pay + \$3.50/hr.
District 4	\$31.95	\$12.05	>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION LABORERS GROUP 1 / FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit	Zone Pay:
District 1	\$18.75	\$7.92	All Districts
District 2	\$18.75	\$7.92	0-15 mi. free zone
District 3	\$18.75	\$7.92	>15-30 mi. base pay + \$0.65/hr.
District 4	\$18.75	\$7.92	>30-50 mi. base pay + \$0.85/hr.
			>50 mi. base pay + \$1.25/hr.

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit	Zone Pay:
District 1	\$18.72	\$8.82	All Districts
District 2	\$18.47	\$6.95	0-15 mi. free zone
District 3	\$15.88	\$4.17	>15-30 mi. base pay + \$0.65/hr.
District 4	\$17.31	\$4.44	>30-50 mi. base pay + \$0.85/hr.
			>50 mi. base pay + \$1.25/hr.

This group includes but is not limited to:

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

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$19.80	\$7.92
District 2	\$19.80	\$7.92
District 3	\$19.80	\$7.92
District 4	\$19.80	\$7.92

This group includes but is not limited to:

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

Zone Pay:

All Districts

0-15 mi. free zone

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

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

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

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$20.15	\$7.96
District 2	\$20.15	\$7.92
District 3	\$22.20	\$7.92
District 4	\$20.15	\$7.92

This group includes but is not limited to:

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

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

Zone Pay:

All Districts

0-15 mi. free zone

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

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

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

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DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$22.50	\$11.82
District 2	\$22.50	\$12.11
District 3	\$22.50	\$11.82
District 4	\$22.50	\$11.82

Duties Include:

Drywall and ceiling tile installation.

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$29.28	\$13.09
District 2	\$30.50	\$12.77
District 3	\$30.50	\$12.37
District 4	\$32.74	\$13.45

Duties Include:

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

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

0-10 mi. free zone
>10-45 mi. \$0.585/mi. in excess of the free zone.
>45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

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

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. \$66.00/day

District 4

No mileage due when traveling in employer's vehicle.

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

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

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$49.66	\$35.61
District 2	\$49.66	\$35.61
District 3	\$49.66	\$35.61
District 4	\$49.66	\$35.61

Travel:

All Districts

0-15 mi. free zone
>15-25 mi. \$39.63/day
>25-35 mi. \$79.26/day
>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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FLOOR LAYERS

No Rate Established

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

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GLAZIERS

	Wage	Benefit
District 1	\$18.67	\$2.97
District 2	\$19.00	\$2.50
District 3	\$20.82	\$2.61
District 4	\$20.82	\$2.61

Travel:
All Districts
No travel established.

Per Diem
Districts 1, 2 & 3
\$25/day

District 4
No per diem established.

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HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$25.97	\$12.53
District 2	\$28.04	\$17.38
District 3	\$28.04	\$17.38
District 4	\$28.04	\$17.38

Duties Include:

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

Travel:
All Districts
0-50 mi. free zone
>50 mi.

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

Per Diem:
All Districts
\$65/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$34.17	\$19.47
District 2	\$34.17	\$19.47
District 3	\$34.17	\$19.47
District 4	\$34.17	\$19.47

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

All Districts

0-30 mi. free zone

>30-40 mi. \$20.00/day

>40-50 mi. \$30.00/day

>50-60 mi. \$40.00/day

>60 mi. \$45.00/day plus

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

>60 mi. \$80.00/day on jobs requiring an overnight stay plus

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

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IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

	Wage	Benefit
District 1	\$27.21	\$23.16
District 2	\$27.25	\$22.06
District 3	\$27.25	\$20.83
District 4	\$27.25	\$20.83

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

District 1

0-45 mi. free zone

>45-60 mi. \$35.00/day

>60-100 mi. \$60.00/day

>100 mi. \$80.00/day

Special Provision:

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

Districts 2, 3 & 4

0-45 mi. free zone

>45-85 mi. \$55.00/day

>85 mi. \$85.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	\$32.00	\$11.82
District 2	\$32.00	\$12.11
District 3	\$32.00	\$11.82
District 4	\$32.00	\$11.82

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$23.60	\$9.35
District 2	\$23.73	\$8.76
District 3	\$23.73	\$8.76
District 4	\$21.05	\$9.56

Travel:
All Districts
0-120 mi. free zone
>120 mi. \$45.00/day

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PILE BUCKS

	Wage	Benefit
District 1	\$29.00	\$11.82
District 2	\$29.00	\$12.11
District 3	\$29.00	\$11.82
District 4	\$29.00	\$11.82

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

Duties Include:

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

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PLASTERERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$19.52	\$10.36
District 4	\$19.22	\$10.36

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr.
>60 mi. base pay + \$4.75/hr.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$28.28	\$14.56
District 2	\$28.62	\$14.33
District 3	\$28.62	\$14.33
District 4	\$32.31	\$16.86

Duties Include:

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

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$25.00/day
>50-75 mi. \$40.00/day
>75 mi. \$75.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. with a separate free zone of 20 miles is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence will be required.

Districts 2 & 3

0-40 mi. free zone
>40-80 mi. \$35.00/day
>80 mi. \$85.00/day

Special Provision:

If employer provides transportation, travel pay will be ½ of the amounts listed above unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer furnishes transportation.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day if employer doesn't provide transportation.

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ROOFERS

	Wage	Benefit
District 1	\$22.84	\$ 9.47
District 2	\$22.79	\$ 9.08
District 3	\$20.09	\$ 5.10
District 4	\$20.54	\$ 4.15

Travel:

District 1

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

District 2,

0-25 mi. free zone
>50 mi. \$0.35/mi.

District 3

0-30 mi. free zone
>50 mi. \$0.25/mi.

District 4

0-30 mi. free zone
>50 mi. \$0.25/mi.

Per Diem:

District 1

\$56.00/day

District 2

Employer pays for room + \$25.00/day.

District 3

Employer pays for room + \$25.00/day.

District 4

\$50.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$28.04	\$17.38
District 2	\$28.04	\$17.38
District 3	\$28.04	\$17.38
District 4	\$28.04	\$17.38

Duties Include:

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

Travel:

All Districts

0-50 mi. free zone
>50 mi.

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

Per Diem:

All Districts

\$65.00/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$35.10	\$17.20
District 2	\$35.10	\$18.70
District 3	\$35.10	\$18.70
District 4	\$31.56	\$14.77

Duties Include:

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

Travel:

All Districts

0-60 mi. free zone

>60-80 mi. \$17.50/day

>80-100 mi. \$27.50/day

>100 mi. \$80.00/day

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TAPERS

	Wage	Benefit
District 1	\$23.73	\$8.76
District 2	\$23.73	\$8.76
District 3	\$23.73	\$8.76
District 4	\$23.73	\$8.76

Travel:

All Districts

0-120 mi. free zone

>120 mi. \$45.00/day

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TEAMSTERS GROUP 2 (TRUCK DRIVERS)

No Rate Established

This group includes but is not limited to:

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

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$23.82	\$8.34
District 2	\$23.82	\$8.60
District 3	\$22.96	\$8.60
District 4	\$23.82	\$8.60

Duties Include:

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

Travel:

All Districts

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

Per Diem:

All Districts

Employer pays for meals and lodging up to \$65.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

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TILELAYERS, TERRAZZO AND MARBLE FINISHERS

Wage	Benefit	
District 1	\$18.82	\$13.38
District 2	\$18.82	\$13.38
District 3	\$18.82	\$13.38
District 4	\$18.82	\$13.38

Duties Include:

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

Travel:

All Districts

0-60 mi. free zone
>60-75 mi. \$30.00/day
>75-215 mi. \$65.00/day
>215 mi. \$80.00/day

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TILELAYERS, TERRAZZO AND MARBLE SETTERS

Wage	Benefit	
District 1	\$26.04	\$13.38
District 2	\$26.04	\$13.38
District 3	\$26.04	\$13.38
District 4	\$26.04	\$13.38

Duties Include:

Apply hard tile, marble, and wood tile to floors, ceilings, and roof decks

Travel:

All Districts

0-60 mi. free zone
>60-75 mi. \$30.00/day
>75-215 mi. \$65.00/day
>215 mi. \$80.00/day

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SUBSTITUTION REQUEST (PRIOR APPROVAL)

Project Title: _____

PPA No: ____-____

Location: _____

Owner: **MONTANA STATE UNIVERSITY** Bidder (Sub-): _____

This request is submitted for the approval of the Architect. Bidder / Sub-Bidder shall submit one request in accordance with Bidders' Instructions and Information for each proposed substitution. All blanks are to be completed.

The material, system, or equipment defined by this Substitution Request is proposed as a replacement for the material, system, or equipment originally specified and defined as follows:

SECTION	PARAGRAPH	SPECIFIED MATERIAL, SYSTEM, OR EQUIPMENT
_____	_____	_____

PROPOSED SUBSTITUTION: The material, system, or equipment being proposed is defined as follows:

• What are the differences between the specified material, system, or equipment and the proposed substitution?

• Does the proposed substitution require dimensional changes on the Construction Drawings? (Y/N)

• Does the proposed substitution require changes to the Work of other trades? (Y/N)

• Is the warranty for the proposed substitution comparable with that of the specified product? (Y/N)

By signing and submitting this request, the Bidder / Sub-Bidder represents that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified material, system, or equipment.

By signing and submitting this request, the Bidder / Sub-Bidder agrees to pay all costs, including architectural and engineering fees, associated with the incorporation of the proposed substitution into the Project.

SUBMITTED BY (BIDDER / SUB-BIDDER)

AUTHORIZED AGENT

DATE

Received: _____

DATE

Architect's Action: ☐ Rejected

☐ Rejected – For reasons as follows:

☐ Approved

☐ Approved as noted:

REVIEWED BY (ARCHITECT)

AUTHORIZED AGENT

DATE

STANDARD FORM INSTRUCTIONS

To simplify the form and request for payment process, formulas have been inserted in the form. Fields shaded in light blue are formula fields and cannot be manipulated. Please start by completing the top of Page 1 along with the **RED** outlined fields, then move to Page 2 inserting the necessary detail. **Formulas will pull the detail from Page 2 into Page 1 to correctly calculate payment due.** **Don't forget to check your retainage calculation** for each request submitted. Retainage is calculated at 5%, which is the default contractual retainage. [Please see the instructions below if you are working under an MSU Bozeman General Services Contract.]

SUBMISSION

Periodic Estimates for Partial Payment (Form 101) should be submitted with a valid signature at the bottom of Page 1.

With the exception of Final Requests for payment, Faxed or Scanned/Emailed requests for payment are acceptable with a valid signature and date. Faxed Requests should be sent to 406-994-6572 Attn: Accounting. Emailed requests should be sent to ara.meskimen@montana.edu.

CONSULTANT APPROVAL

If there is an Architectural Firm (Consultant) assigned to your project their approval is required prior to submitting the request for payment to MSU. Please submit the Periodic Estimate for Partial Payment (Form 101) to the consultant on the project directly, they will route the request for payment to MSU once they have approved it.

COMPLETE BOTH PAGES

Please complete BOTH pages of the Periodic Estimate for Partial Payment (Form 101). Because both pages are contract documents, **your request can be declined if both pages are not completed.** Also, your amount due is calculated from the detail on Page 2, it will not calculate appropriately without Page 2 completed. (Use the tabs at the bottom of Excel to move between the instructions and both pages)

FINAL REQUESTS

Final Requests for payment need to be submitted with an original Notorized and Signed Affidavit of Completion (Form 108) Retainage will be held on Final Requests received without an Affidavit of Completion attached or on file.

RETAINAGE CALCULATION

The **retainage field auto calculates the default contract retainage amount of 5%.** This field can be overwritten in order for the contractor to request no retainage holding or a reduced retainage holding amount. Please keep in mind that MSU Bozeman reserves the right to make changes to the submitted Periodic Estimate For Partial Payment (Form 101) in keeping with the signed contractual agreement between MSU Bozeman and the contractor.

GENERAL SERVICE CONTRACT INSTRUCTIONS

If you are a contractor working under an MSU Bozeman issued **General Services** contract. Please **request the electronic version of the GENERAL SERVICES pay request form.**

If you have questions on the **Pay Request Form** or need additional information regarding the usage of this form:
Please Contact:

Ara Meskimen | MSU Bozeman
ara.meskimen@montana.edu
406-994-5461

If you have questions on **Change Orders, Addendums, Contracts, or other Contract Documents** related to your work on campus:
Please Contact:

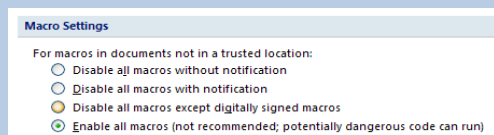
Your Project Manager **OR**

Rebecca Barney | MSU Bozeman
Rebecca.Barney@montana.edu
406-994-5287

HINTS:

Please note: the Macro Settings for the user computer need to be set at "Enable" in order to run the **PRINT** and **RESET FORM** macros.

That can be done by entering the Trust Center for Microsoft Excel and selecting Enable Macros.



*(Trust Center is on Windows XP and newer versions)

*(Older versions have the "Enable Macros" setting, however, it is under Security settings)

If you need additional help adjusting these settings do a search under Microsoft Excel Help for "Enable Macros", there you can get step by step instructions for adjusting your macro settings.



PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PPA No.: _____ Date: _____
Period From: _____ To: _____
Pay Estimate No.: _____

Project Title: _____
Location: Montana State University

Contractor: _____
Address: _____
Phone: _____

RETAINAGE ADJUSTMENT

1. Total Retainage to Date:	
2. Less Securities Deposited:	-
3. Retainage Withheld (1 - 2)	-

CONTRACT AMOUNT STATUS

1. Original Contract Amount:	
2. Net +/- by Change Order: [Pulls from Change Order Summary]	-
3. Contract Amount to Date:	-

CHANGE ORDER SUMMARY

No.	Date Approved	Additions	Deductions
TOTALS:		-	-
NET TOTAL:			-

CONTRACT STATUS

1. Work in Place (from next page): [Column D + E Total - Page 2]	
2. Total Work & Stored Material: [Column G Total - Page 2]	
3. Retainage Withheld: 5.0%	-
4. Total Earned Less Retainage:	-
5. Less Previous Payments (+ 1 % Tax):	-
6. Amount Due This Payment:	-
7. Less 1% State Contractor's Tax: [Contracts > 4999.99]	-
8. Payment Due Contractor:	-

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this 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 do hereby release the Owner from such.

Submitted by: _____

(Name) Date: _____

Reviewed by: _____
(Consultant)

(Name) Date: _____

Approved by: **State of Montana, Montana State University**
Facilities Planning, Design and Construction

(Name) Date: _____

SHEET No. 1 OF 2 SHEETS

WORK IN PLACE/STORED MATERIALS

Project Name:

Location:

MONTANA STATE UNIVERSITY

Contractor:

Address:

PPA No.:

Date:

Pay Estimate No.:

[illegible]



ACKNOWLEDGEMENT OF SUBCONTRACTORS

Project Title: _____ PPA NO. _____
Location: _____ Date: _____
Contractor: _____
Address: _____

**TO: MONTANA STATE UNIVERSITY
CAMPUS PLANNING, DESIGN & CONSTRUCTION
6TH AND GRANT STREET, PO BOX 172760
BOZEMAN, MONTANA 59717-2760**

Listed below are the principal subcontractors proposed on this project. *All subcontracts exceeding \$5,000 are to be listed.*

The Contractor certifies that these subcontractors:

1. Have been advised of the labor standards and provisions applicable to this project.
2. That all provisions incorporated in the Contract between the Owner and the undersigned contractor will be incorporated in the contracts between the Contractor and any Subcontractors.
3. Are competent to accomplish the work subcontracted to them.

NAME AND ADDRESS OF SUBCONTRACTORS	REGISTRATION NO.	TYPE OF WORK

Submitted by: _____ (Company/Contractor) _____ (Name) _____ (Date)

Reviewed by: _____ (Architect/Engineer) _____ (Name) _____ (Date)

Acknowledged by: Montana State University
Campus Planning, Design & Construction _____ (Name) _____ (Date)



CONSENT OF SURETY

Project: _____
Location: Montana State University
PPA No. _____

TO: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Contractor: _____ Contract Date: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

on bond of (here insert name and address of Contractor)
_____, Surety Company,
_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to State of Montana, Owner, as set forth in the said Surety Company's bond. The Surety agrees to be bound to the warranty period under the same conditions as the Contractor. The warranty is 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 unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ Day of _____, _____

Surety Company

Signature of Authorized Representative

Attest:
(Seal)

Title



Project Name: _____		PPA No.: _____	
Location: Montana State University, Bozeman, Montana		Chg. Order No.: _____	
Contractor: _____		Date: _____	
Address: _____		Phone: _____	
_____		_____	
The Contractor is hereby directed to make the following changes in the Contract:			

[illegible]

Change In Contract Duration/Time By This Change Order: (No Change) (Increase) (Decrease) BY _____ CALENDAR DAYS

NEW CONTRACT COMPLETION DATE: _____

CONTRACT STATUS

1. Original Contract Amount	
2. Net Change by Previous Change Order(s)	
3. Current Contract Amount (1+2)	\$0.00
4. This Change Order Total Amount	\$0.00
5. New Contract Amount (3+4)	\$0.00
6. Total Cost of All Change Orders to Date (2+4)	\$0.00

PPA No. _____
Change Order No.: _____

JUSTIFICATION FOR CHANGE(S) (To be completed by Architect/Engineer):

Describe the details which mandate the change(s).

JUSTIFICATION FOR COST ADJUSTMENT (To be completed by Architect/Engineer):

Describe the basis used to calculate the cost adjustment.

JUSTIFICATION FOR SCHEDULE ADJUSTMENT (To be completed by Architect/Engineer):

Describe the impact of adjustment(s) to the critical path.

APPROVALS

By signature on this change order, the Contractor certifies that this 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 any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such.

Approved by Contractor:

(Company)

(Signature)

Recommended by Architect/Engineer:

(Company)

(Signature)

Surety Consent: SURETY CONSENT IS REQUIRED IF THE TOTAL AMOUNT OF ALL CHANGE ORDERS (LINE 6) EXCEEDS 10% OF THE ORIGINAL CONTRACT AMOUNT.

The Surety consents to this Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended per this Change Order. The principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bond and Labor & Material Bond is increased by:

()

By One Hundred Percent (100%) of ALL Change Orders

Countersigned by Resident Agent:

Surety:

Recommended by: CPDC Project Manager:

(Signature)

Date:

Accepted by:

(Signature)

MSU Campus Planning, Design, & Construction Date: _____



**CONTRACTOR'S AFFIDAVIT OF COMPLETION
PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS**

Project Name: _____
Location: Montana State University
PPA No.: _____

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the STATE OF MONTANA, acting by and through its DIRECTOR, MONTANA STATE UNIVERSITY, CAMPUS PLANNING, DESIGN & CONSTRUCTION, hereinafter called the Owner, and _____, hereinafter called the CONTRACTOR, for the above referenced project.

I further 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 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, material men, 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.

In consideration of the prior and final payments 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.

I further certify and agree that the warranty period is 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 unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained herein.

(Seal)

CONTRACTOR

(Signature)

(Title)

State of Montana
County of _____

Subscribed and sworn to me this _____ Day of _____, _____

(Seal)

NOTARY

Notary Public for the State of Montana
My Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____ PPA No. _____

Project Address: Montana State University - Bozeman Campus Date: _____

TO: Montana State University
Campus Planning, Design & Construction
6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Architect/Engineer: _____

Contractor: _____ Contract Date: _____
_____ Contract Amount: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below is hereby established as: _____

BASIC PROJECT INFORMATION (required by Risk & Tort Defense Division)	NEW	REMODEL/RENOVATION
Total Square Footage		
General Construction Material (e.g. masonry, metal panel, wood, etc.)		
Total Construction Cost		
Fire Sprinklers Installed (yes/no)		
Estimated Date of Occupancy (if different from date of Substantial)		
Building Usage:		
Additional Comments:		

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect/Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The warranty period is 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 unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

Architect/Engineer By _____ Date _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

Contractor By _____ Date _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on (date).

Montana State University
Campus Planning, Design & Construction

Owner By _____ Date _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance will be as follows (use attachments as necessary):



CONSTRUCTION CHANGE DIRECTIVE

Project Name: _____

PPA No.: _____

Location: Montana State University

Date: _____

Contractor: _____

Change Directive No.: CCD-_____

Owner: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Architect/Engineer: _____

The Contractor is directed to proceed as described below. Proceed with this Work promptly. Costs for the Work (if any) involved and change in Contract Time (if any) will be included in a subsequent Change Order.

Description:

Attachments: (insert listing of documents that support description)

The following is based on information provided by the Contractor:

☐ Lump Sum	} Change in Contract Sum of _____	☐ Fixed	} Change in Contract Time of _____ Calendar Days.
☐ Unit Price		☐ Estimated	
☐ Estimated Not To Exceed		☐ Maximum	

Issued by Arch/Eng.: _____ By: _____ Date: _____

Accepted by Owner: Montana State University
Campus Planning, Design & Construction

By: _____ Date: _____

Accepted by Contractor: _____ By: _____ Date: _____



CAMPUS PLANNING, DESIGN & CONSTRUCTION

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

REQUEST FOR INFORMATION

Project Title: _____
Location: Montana State University

PPA No.: _____
RFI No.: _____
Date: _____

To: _____

Attention: _____

From: _____

Attention: _____

Trades Affected: _____

In order to expedite the Work and avoid or minimize delays in the Work the following information is requested. Please return a response by: _____

Date Sent: _____
Date Received: _____

Information Requested:

Response:

Response Date: _____

Respondent: _____

- ☐ Cost Impact
☐ Schedule Impact

This RFI is for clarification only. The contractor shall document the Owner's Representative within 48 hours if he/she feels the response to this RFI constitutes additional work.

Distribution: ☐ Owner ☐ Architect ☐ Engineer
☐ Agency ☐ Contractor ☐ Other



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

_____ DOLLARS (\$_____)
Alpha Notation Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated _____ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title: _____
Montana State University
PPA No.: ____-____

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the State of Montana, complete the work contracted for including any alterations, and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: _____

Verified by: _____

Montana State University
State of Montana

Contractor: _____
(signature)

(print name)

(date)

Surety: _____
(print name)

(date)

By: _____
(Attorney-in-Fact, seal & signature)

(Agency)

(Street Address)

(Address)

(Phone/Fax)



CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street

PO Box 172760 • Bozeman, Montana 59717-2760

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

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

Alpha Notation DOLLARS (\$))
Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title: _____
Montana State University
PPA No.: ____-____

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: _____

Verified by: _____

Montana State University
State of Montana

Contractor: _____
(signature)

(print name)

(date)

Surety: _____
(print name)

(date)

By: _____
(Attorney-in-Fact, seal & signature)

(Agency)

(Street Address)

(Address)



CERTIFICATE OF FINAL ACCEPTANCE

Project Title: _____ PPA NO.: ____-____
Location: Montana State University Date: _____

To: Montana State University
Campus Planning, Design & Construction
PO Box 172760
Bozeman, Montana 59717-2760

Architect/Engineer: _____

Contractor: _____ Contract Date: _____
_____ Contract Amount: _____

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Engineer upon which the Work is fully complete in all aspects, **and** which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Substantial Completion(s) and continuing for one (1) calendar year from the Date of Final Acceptance. This date shall correspond to the date of the Architect/Engineer's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Engineer's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

Date of Substantial Completion:	Date of Final Acceptance:	Date of Warranty Expiration:

Notes:

Architect/Engineer _____ By _____ Date _____

Contractor _____ By _____ Date _____

State of Montana
Montana State University
Campus Planning, Design & Construction
Owner _____ By _____ Date _____

SECTION 011000 – PROJECT SUMMARY

1.1 PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Project Description
 - 1. The Work consists of remodeling of existing classroom Cheever Hall 214 on the Bozeman campus of Montana State University (MSU).
- 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 area of Work as shown in the Drawings 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 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 north on West on Garfield Street from 19th Avenue to the entrance to BART Farm and south to the project site. 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.

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 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 – Provide Legrand Steel Wiremold 3000 Series in lieu of Legrand Steel Wiremold V700 Series for surface-mount raceway shown on drawings.
 2. Alternate 2 - Provide single phase variable refrigerant volume cooling system, basis of design Daikin. See drawings for details.
 3. See Bid Proposal for additional information

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 the Consultant of Record OR Campus Planning, Design and Construction, Montana State University, Plew Building, 6th and Grant, PO Box 172760, Bozeman, Montana 59717-2760, Attn: Owner's Representative. 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 (Electronic Submittals are preferred.)

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".
 - k. 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 Division1 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

E. 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 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 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 01 60 00

SECTION 017300 - 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 017320 - 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.

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 017320

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 **two (2)** final paper copies 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 2-inch, 3 ring vinyl-covered binders **MSU will supply specific binders. Contact Records Clerk at 406/994-4792.** 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.

3. WARRANTY REQUIREMENTS

- a. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- b. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- c. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- d. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1) Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- e. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

4. SUBMITTALS

- a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than

the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.

- 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name 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.
- e. 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 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. Two paper copies and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver two copies to the Owner. **For Final manuals MSU will supply specific binders. Contact CPDC at 406/994-5413.**

- C. Manual Submittal: Submit each manual in final 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.
 - 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: **MSU will supply specific binders. Contact CPDC at 406/994-5413.** 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.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. 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:
- 133419 METAL BUILDING SYSTEMS
- 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 one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Submittal:
 - 1) Submit two for review paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - 3) 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 paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or 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, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

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, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

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, paper copy, or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

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



ENVIRONMENTAL
solutions

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HEALTH & SAFETY - RISK MANAGEMENT CONSULTANTS

ASBESTOS INSPECTION REPORT

SAMPLING REQUESTED BY

Montana State University – Jaclyn Liebscher

Name

PO Box 172760

Mailing Address

Bozeman

MT

59717

Gallatin

City

State

Zip

County

406-994-5970

406-994-5665

Phone Number

Fax Number

jaclyn.liebscher@montana.edu

E-Mail Address

☐ Owner (if not owner list below)

☐ Architect/Engineer

☐ Contractor

☐ Building Manager

☒ Other: Project Manager

SITE INFORMATION

REASON FOR INSPECTION?

☐ Commercial ☐ Residential ☒ Educational ☐ State/Federal

☒ Renovation

Cheever, Reid, Roberts, Traphagen & Wilson Halls

Building Name / Site

Montana State University

Address

Bozeman

MT

59717

Gallatin

City

State

Zip

County

☐ Demolition

☐ Controlled Burn

☐ Relocation

☐ Other:

Scope of Work: Asbestos inspection of classrooms identified to be remodeled.

SAMPLING INFORMATION

Date of Inspection: 02/23/18

Sampled By: Sonia Rogers / MTA# 3150 / Exp.09-14-18

Number of Materials Sampled: 0

Total Number of Samples Collected: 0

*Materials were collected wet to avoid dust generation and placed into Ziploc bags for transport. Bulk samples were assigned sample numbers and entered on the sample summary / chain of custody forms. **For sample identification and location, please see the attached Environmental Solutions Sample Summary Form.**

Is Asbestos Present: ☒ Yes ☐ No

No. of Positive Materials: See Attached

Samples Submitted To: EMSL Laboratories, Raleigh, NC (NVLAP #200671-0)

NOTE: Laboratory Results and Chain of Custody documents are enclosed.

Samples Transmitted VIA: ☐ Fed-Ex ☐ USPS ☐ UPS ☐ Other:

RECOMMENDATIONS

Friable Asbestos Containing Materials (ACM) = RACM (Regulated Asbestos Containing Material):

Friable materials are regulated materials by definition and must be removed prior to demolition or disturbance. These materials are easily crumbled and create hazardous dusts when disturbed. The removal must be done according to local, state, and federal regulations.

Non Friable Category I Asbestos Containing Materials (ACM):

Non friable materials that will NOT become friable or release asbestos fibers when disturbed or demolished are placed into Category I Non Regulated ACM. These materials DO NOT have to be removed prior to demolition **if** "in the opinion of the inspector" the materials will not release fibers during the process. If the inspector believes the material will release asbestos dust the Category I material becomes Regulated ACM (RACM) and must be removed prior to remodel or demolition. All materials removed or included in the wet remodel/demolition must be disposed of as asbestos containing material.

Non Friable Category II Asbestos Containing Materials (ACM):

Category II Non Friable ACM that will become friable during demolition must be abated prior to remodel or demolition. This process must be supervised by a competent asbestos person. All materials removed or included in the wet demolition/remodel must be disposed of as asbestos containing material.

* For material designation, please see the attached Environmental Solutions Sample Summary Form.

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

Location: Cheever Hall		Room(s): 214	
Material / Component Identified to be Impacted		Existing Materials	Abatement
Remove and Replace Suspended Ceiling Tiles		2x4 Ceiling Tiles	No
Remove and Replace White Boards		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
Remove and Replace Carpet & Rubber Base		Carpet on Concrete with Yellow Glue	No
Repaint Walls		Brick & CMU Walls	No

Location: Reid Hall		Room(s): 332	
Material / Component Identified to be Impacted		Existing Materials	Abatement
Remove Interior Walls		Drywall Walls	No
- Remove and Replace White Boards - Remove and Replace Carpet & Rubber Base		Glue/Mastic is 5-10% Chrysotile Old 9x9 Floor Tile has been Removed and replaced with Carpet. Carpet is over Old Black Mastic – Mastic is 5-10% Chrysotile Rubber Base is Negative – Base Glue has a Trace of Tremolite	YES *See Notes Below YES – Renovation that requires the removal of the carpet and/or rubber base 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.
- Repaint Walls - Cover 12"x12" Ceiling Tiles - Remove Raised Platform on East End		Drywall Walls 12x12 Ceiling Tiles Carpet on Wood (Asbestos 9x9 Floor Tile May Still be Underneath of Raised Platform). Care should be taken when opening this area. If tile is present, all work is to stop until abatement can be completed.	No No YES IF, 9x9 Floor Tile Is Present. If present then - Renovation that requires the removal of the tile and/or mastic 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.

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

Location: Reid Hall		Room(s): 333	
Material / Component Identified to be Impacted		Existing Materials	Abatement
- Remove and Replace White Boards - Repaint Walls - Cover 12"x12" Ceiling Tiles - Relocate Classroom Door on North Wall		Glue/Mastic is 5-10% Chrysotile	YES *See Notes Below
		Drywall Walls	No
		12x12 Ceiling Tiles	No
		Drywall & Plaster	No

Location: Reid Hall		Room(s): 452	
Material / Component Identified to be Impacted		Existing Materials	Abatement
- Remove Walls That Create the Recessed Classroom Entry – Make Flush - Remove and Replace White Boards - Remove and Replace Carpet & Rubber Base - Repaint Walls		Drywall Walls	NO – Drywall Walls
		Remove 12x12 Floor Tiles & Mastic in Hallway in recessed area	YES (flooring) - Renovation that requires the removal of the 12x12 Floor Tiles and Mastic 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.
		Glue/Mastic is 5-10% Chrysotile	YES *See Notes Below
		Carpet is on Concrete with Yellow Glue – No Black Mastic	No
		Rubber Base & Glue are Negative	
		Drywall Walls	No

Location: Roberts Hall		Room(s): 319	
Material / Component Identified to be Impacted		Existing Materials	Abatement
- Remove and Replace 2x4 Ceiling Tiles - Remove and Replace White Boards - Repaint Walls		2x4 Ceiling Tiles	No
		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
		Plaster Walls	No

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

Location: Roberts Hall		Room(s): 321	
Material / Component Identified to be Impacted		Existing Materials	Abatement
Install New Suspended Acoustic Ceiling		12x12 Ceiling Tiles	No
Remove and Replace White Boards		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
Repaint Walls		Plaster Walls	No

Location: Traphagen Hall		Room(s): 225	
Material / Component Identified to be Impacted		Existing Materials	Abatement
Remove & Replace Suspended Ceiling Tiles		2x4 Ceiling Tiles	No
Remove and Replace White Boards		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
Repaint Walls		Plaster Walls	No

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

Location: Wilson Hall		Room(s): 1-126	
Material / Component Identified to be Impacted		Existing Materials	Abatement
- Remove Raised Seating Tiers - Remove Lighting Fixtures & Ceiling Panels – Install new Ceiling Panels		Carpet on Wood	No
		2x4 Ceiling Tiles, Some lights have drywall covers on top of them. These drywall covers do not have any drywall mud on them.	No
Remove Wall Mounted Return Grills		Metal	No
Remove and Replace White Boards		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
Repaint Walls		Drywall	*See Drywall Wall Notes
Remove & Replace Carpet & Rubber Base		Carpet is on Concrete – Yellow Glue – No Mastic	No
		Rubber Base & Glue	No
Remove Vinyl Wall Covering		Drywall with Drywall Mud/Joint Compound – Mud/Joint Compound Contains 3% Chrysotile	YES – Drywall Mud Contains 3% Chrysotile. Renovation that impacts the drywall mud/joint compound 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.
Modify VAV Boxes		Surrounded by Drywall	*See Drywall Wall Notes – Will Need to Use ACM Drywall Work Practices.

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

Location: Wilson Hall		Room(s): 1-128 & 1-129	
Material / Component Identified to be Impacted		Existing Materials	Abatement
Remove Wall Between 1-128 & 1-129		Drywall with Drywall Mud/Joint Compound – Mud/Joint Compound Contains 3% Chrysotile	YES – Drywall Mud Contains 3% Chrysotile. Renovation that impacts the drywall mud/joint compound 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.
Remove Lighting Fixtures & Ceiling Panels – Install new Ceiling Panels		2x4 Ceiling Tiles, Some lights have drywall covers on top of them. These drywall covers do not have any drywall mud on them.	No
Remove Wall Mounted Return Grills		Metal	No
Remove and Replace White Boards		Glue/Mastic is Assumed to Contain Asbestos	YES *See Notes Below
Repaint Walls		Drywall	*See Drywall Wall Notes
Remove & Replace Carpet & Rubber Base		Carpet is on Concrete – Yellow Glue – No Mastic	No
Remove Corridor Door For Room 1-129 & Close Opening		Rubber Base & Glue	No
Remove Vinyl Wall Covering		Metal Frame Door Surrounded by Drywall	*See Drywall Wall Notes – Will Need to Use ACM Drywall Work Practices.
Modify VAV Boxes		Drywall with Drywall Mud/Joint Compound – Mud/Joint Compound Contains 3% Chrysotile	YES – Drywall Mud Contains 3% Chrysotile. Renovation that impacts the drywall mud/joint compound 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.
		Surrounded by Drywall	*See Drywall Wall Notes – Will Need to Use ACM Drywall Work Practices.

 Materials containing >1% Asbestos

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY NOTES

***Glue/Mastic Behind White Board:** Renovation that requires the removal or disturbance of the dry-erase board 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. All work is to be completed in a non-friable manner, inside a single stage containment, with 0.020 negative pressure.

***Materials Assumed to contain asbestos quantities greater than 1% are based upon previous sampling of materials.**

NOTE: This asbestos inspection was limited to only those areas and materials that were identified by the client to be impacted by the remodel project and does not include all building materials. Full Asbestos Building Inspection reports are on file with MSU. This report forms a part of the original inspection report(s). This information is to only be used as part of the original inspection report(s) and is specific to this project.

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.

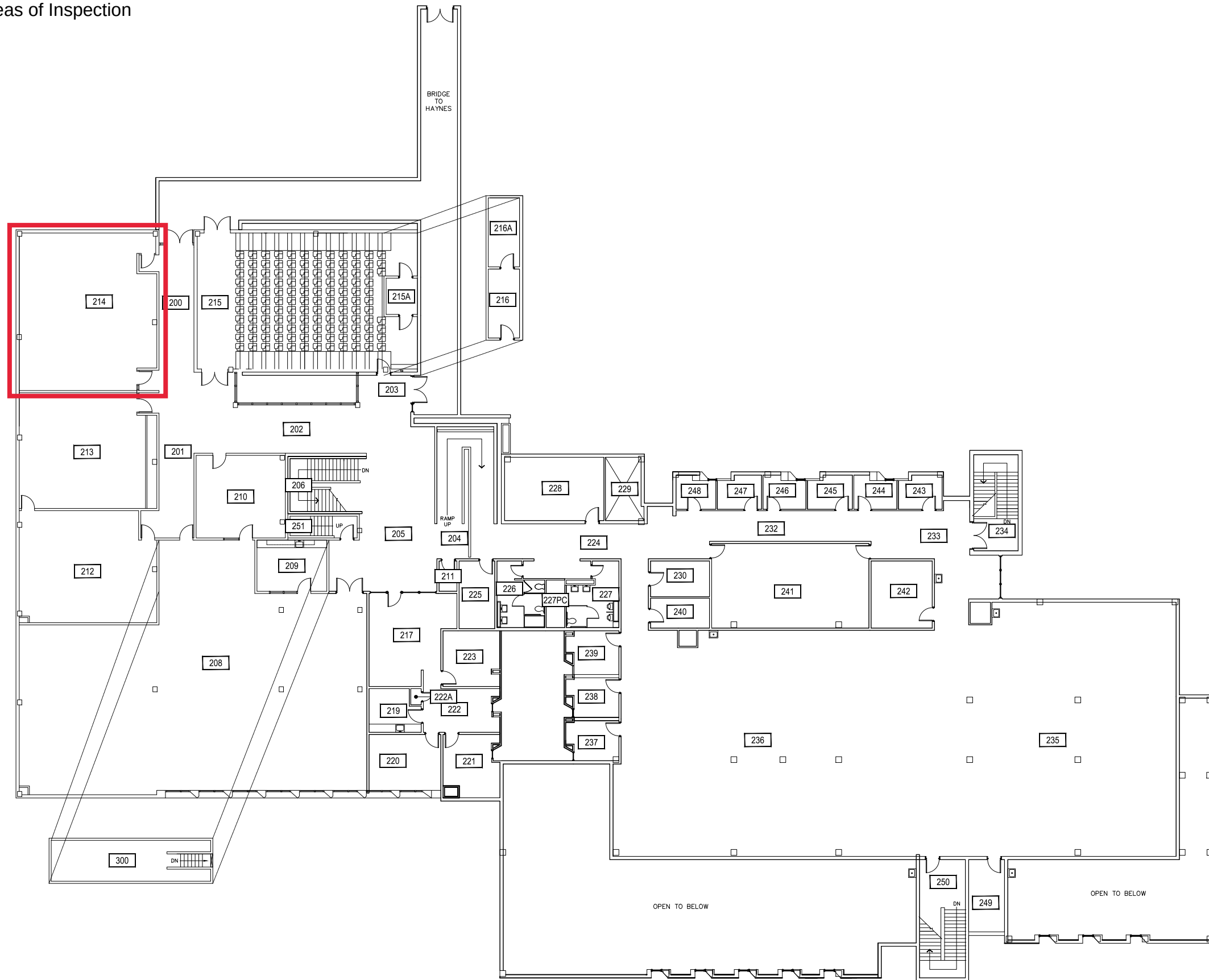
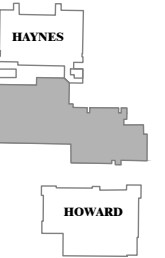
Authored By: _____
Sonia Rogers, IH

Reviewed By: _____
Scott Rogers, CIH, CSP, CHMM

Floor Plans

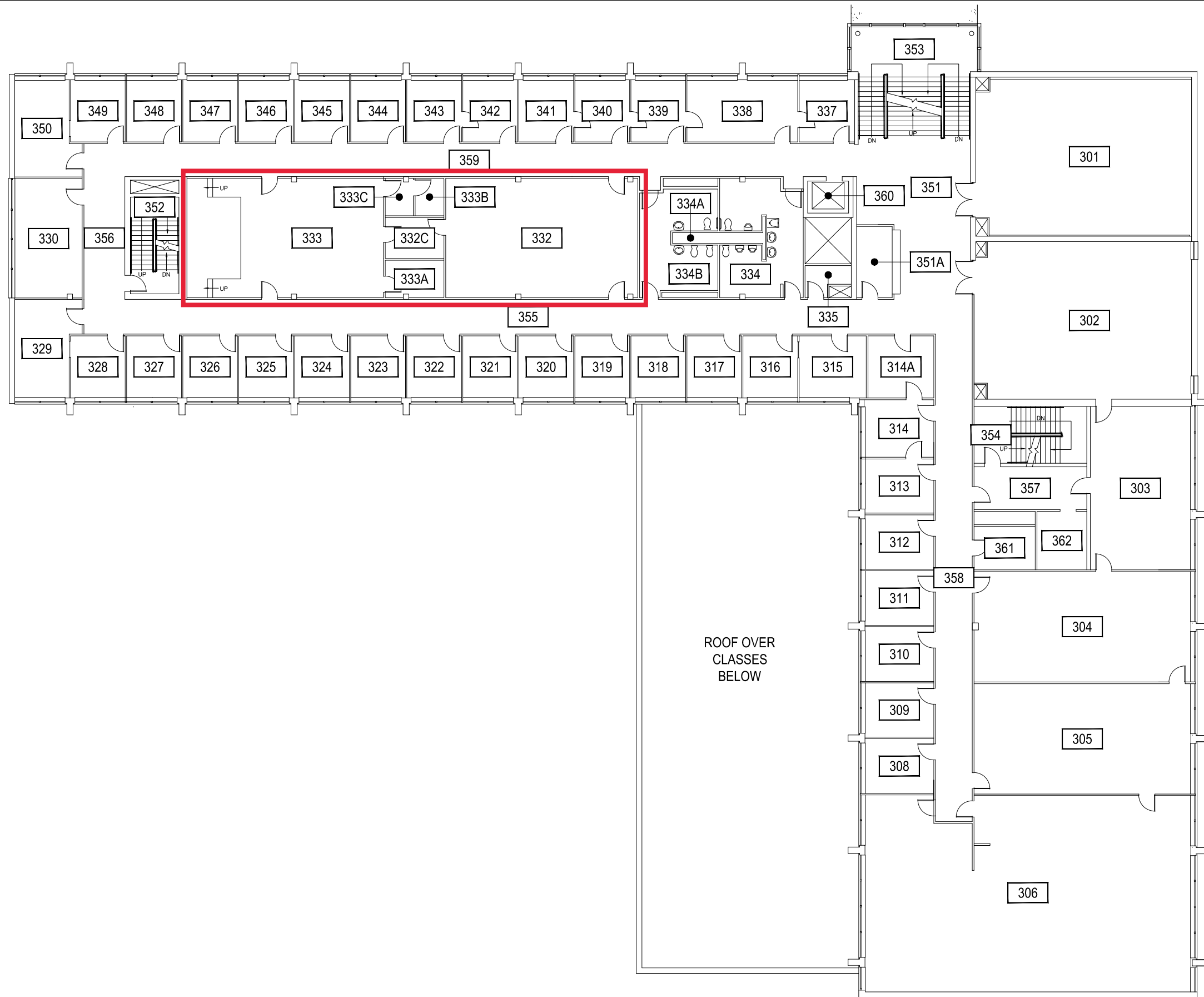
Identifying Locations of Inspection

 Areas of Inspection



1 CHEEVER - SECOND LEVEL
SCALE: 1" = 25'





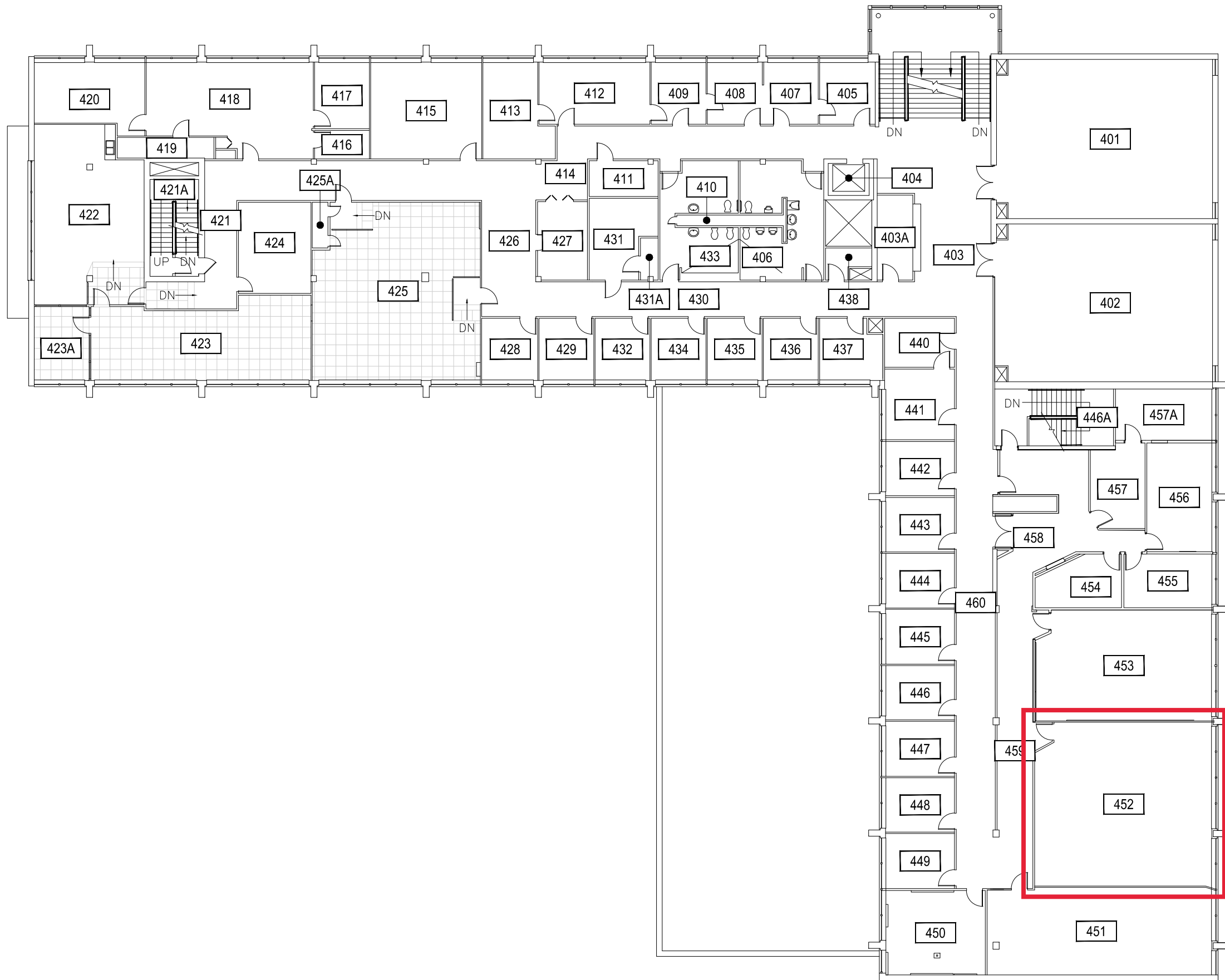
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REID HALL - THIRD LEVEL

SCALE: 1" = 20'



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1

REID HALL - FOURTH LEVEL

SCALE: 1" = 20'

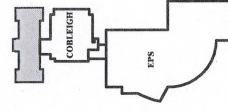
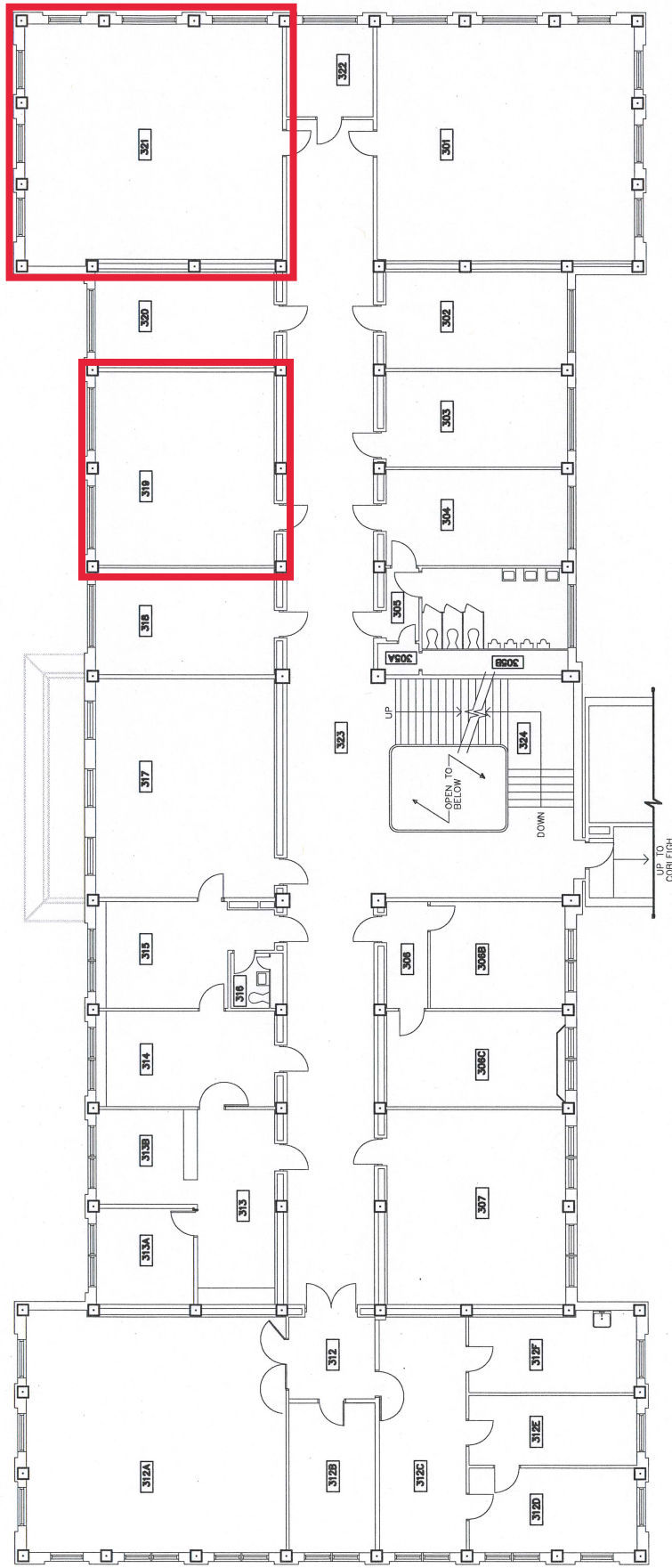


INDEX #

14

BUILDING #

115



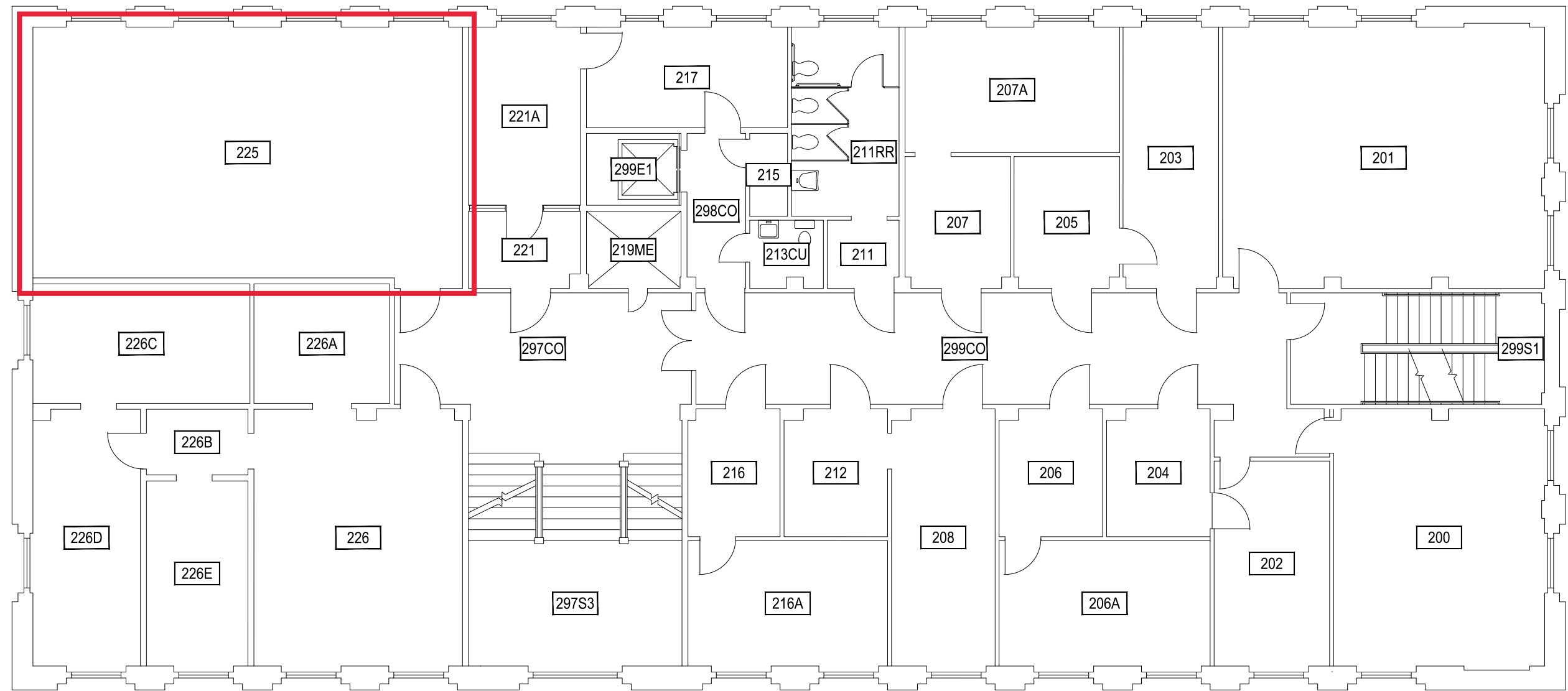
SCALE: 1" = 20'

1 THIRD LEVEL ROBERTS

M MONTANA
STATE UNIVERSITY
FACILITIES PLANNING,
DESIGN & CONSTRUCTION
BOZEMAN, MONTANA
PHONE: 406.994.4331 FAX: 406.994.6572

INDEX # 11
BUILDING # 107

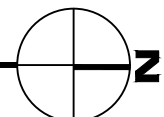
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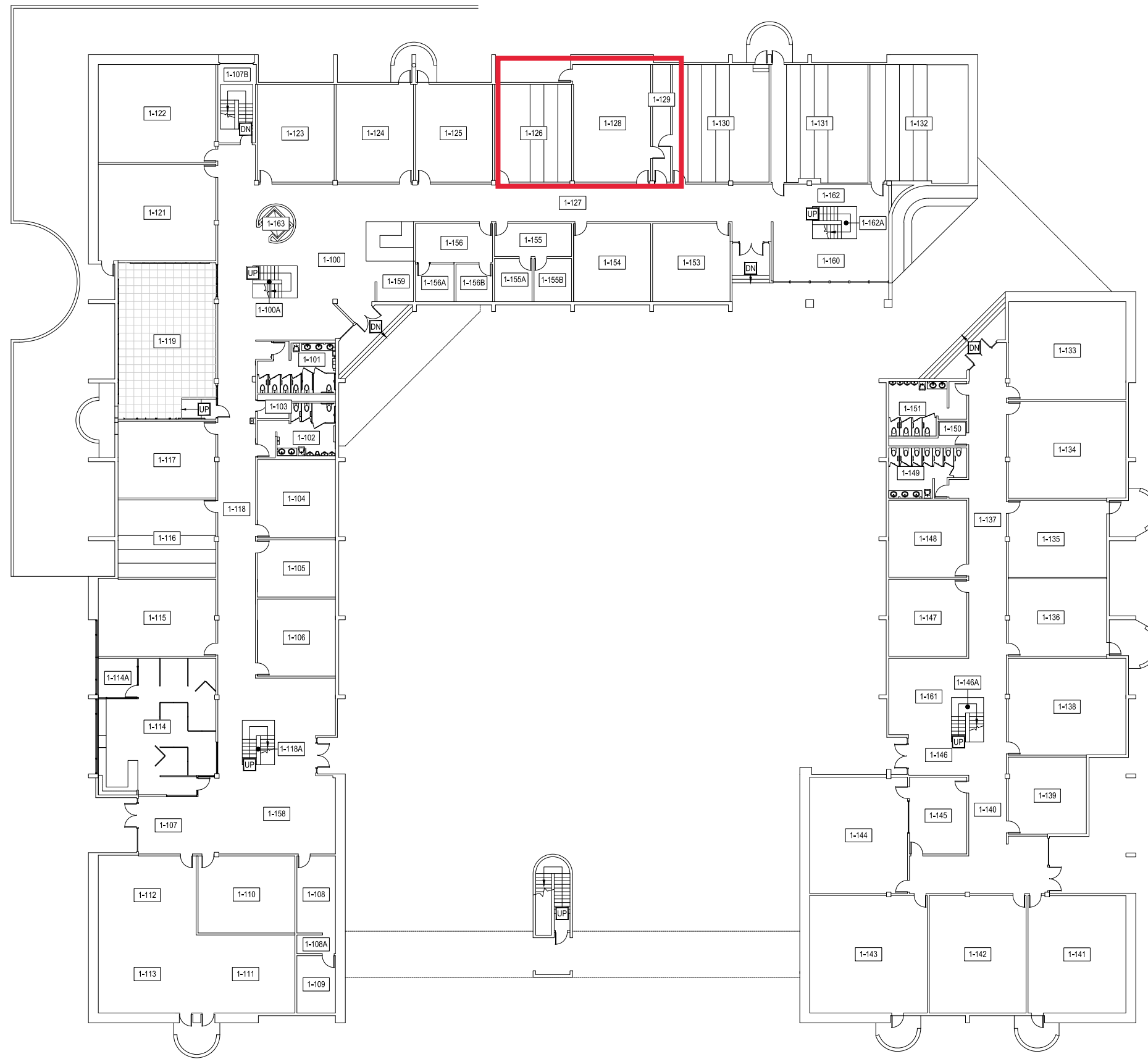
1

TRAPHAGEN HALL - SECOND LEVEL

SCALE: 1" = 10'



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1

WILSON HALL - FIRST LEVEL

SCALE: 1" = 30'



SECTION 024119 - SELECTIVE DEMOLITION

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

1.4 MATERIALS OWNERSHIP

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

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

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. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- A. Hazardous Materials: Contractors are notified that hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in the Project Manual for review and use. Examine report to become aware of locations where hazardous materials are present. It is the responsibility of the General Contractor to remediate and/or remove the identified hazardous materials.
1. The Contractors shall take special care as outlined herein and as required by regulations when working with or demolishing materials containing LBPs or asbestos. The intent of lead abatement or asbestos removal on this project is to abate only those materials that require disturbance during conductance of the project. All other materials shall be left intact and not disturbed. The unauthorized disturbance of hazardous containing materials will be at the Contractors expense.
 2. Procedures for disturbance and disposal of these materials shall be governed by local, State of Montana, and Federal guidelines.
 3. If suspected hazardous materials are encountered that are not identified in the attached report, do not disturb; immediately notify Architect and Owner and proceed to have suspected materials tested. Proceed with abatement upon approval of Owner and Architect.
 4. Report Summary: As Follows:
 - a. Contractor to assume that mastic mounting for existing whiteboards is ACM. Removal of whiteboards to be done according to report guidelines.
- B. Storage or sale of removed items or materials on-site is not permitted.
- C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's 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 ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities to any building components to be removed have been disconnected or capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

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. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. 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.
 - 4. Disconnect, demolish, and remove, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - b. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

B. Remove temporary barricades and protections where hazards no longer exist.

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:
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. Maintain adequate ventilation when using cutting torches.
 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 7. Dispose of demolished items and materials promptly.
- 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.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Protect items from damage during storage.
 3. 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.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or 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.
- 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 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.

1.2 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 2. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
 - 1. Concealed blocking.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

- C. Concealed Boards: 19 percent maximum moisture content and the following species and grades:

1. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

2.5 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.6 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 2. ICC-ES evaluation report for fastener.

END OF SECTION 061000

SECTION 066116 - SOLID SURFACING FABRICATIONS

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. Solid Surface Countertops

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 solid surface materials and all accessories..
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment methods.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Samples: For each exposed product and for each color and texture specified, 10 inches x 10 inches in size.
 - 1. Samples for Initial Selection: For each type of exposed finish .
 - 2. Samples for Verification: For each type of exposed finish.
- D. Sample Warranty: For manufacturer's warranty.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver no components to project site until areas are ready for installation.
- B. Store components indoors prior to installation.
- C. Handle materials to prevent damage to finished surfaces.
- D. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace solid surface panels that fail(s) in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 10 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Countertops
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Corian, DuPont Company
 - b. Swanstone, Swanstone Inc.
 - c. Hi-Macs, LG Hausys
 - d. Avonite, Aristech Surfaces

2.2 MATERIALS

- A. COUNTERTOPS
 - 1. Solid surface sheet material, 1/2" nom. thickness with double layer at all exposed edges.

2.3 FABRICATION

- A. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
- B. Use molds materials, methods, and procedures that will result in proper texture and finish.
- C. Ease all edges and sand smooth; provide uniform finish on all exposed surfaces.

2.4 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Finish products after assembly.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Condition panels to room temperature (65 degrees or above) prior to handling.

3.2 INSTALLATION

- A. Do not begin installation until substrates have been properly prepared. Notify Architect of unsatisfactory substrate installation before installation.
- B. Double up material at exposed edges of countertops for 1" nom. thickness.
- C. Install in accordance with manufacturer's recommendations and approved shop drawings. Install components to be plumb, level and rigid. Neatly scribe adjoining surfaces and field trim as required for snug fit. Replace any component that is cracked, chipped, broken, or otherwise defective.
- D. Cut/drill holes in panels in accordance with manufacturer's recommendations.
- E. Remove dust and contaminants from back of panels prior to installation. Clean back of panel in accordance with manufacturer's recommendations.
- F. Adhesives and Sealants: As specified in Section 079000 and as recommended by manufacturer.

3.3 PROTECTION

- A. Protect surfaces of installed products until project completion.

END OF SECTION 066116

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

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 hollow-metal door and window frames.

1.3 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
 - 1. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 2. Locations of reinforcement and preparations for hardware.
 - 3. Details of each different wall opening condition.
 - 4. Details of anchorages, joints, field splices, and connections.
 - 5. Details of accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
 - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Amweld International, LLC.
 2. Apex Industries, Inc.
 3. Ceco Door Products; an Assa Abloy Group company.
 4. Commercial Door & Hardware Inc.
 5. Curries Company; an Assa Abloy Group company.
 6. Custom Metal Products.
 7. Daybar.
 8. Greensteel Industries, Ltd.
 9. Hollow Metal Inc.
 10. J/R Metal Frames Manufacturing, Inc.
 11. MPI Group, LLC (The).
 12. North American Door Corp.
 13. Republic Doors and Frames.
 14. Rocky Mountain Metals, Inc.
 15. Steelcraft; an Ingersoll-Rand company.
 16. Stiles Custom Metal, Inc.
 17. Titan Metal Products, Inc.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

2.3 INTERIOR DOORS AND FRAMES

- A. Construct interior frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Frames: SDI A250.8, Level 2. At locations indicated in the Door and Frame Schedule .
1. Physical Performance: Level B according to SDI A250.4.
 2. Frames:
 - a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
 - b. Construction: Full profile welded, unless otherwise shown, and as indicated on door schedule..
 - c. Fire Rating: Frames indicated to be fire rated shall meet requirements of NFPA 80 and shall have a permanent label showing minimum fire rating.

- d. Frame product shall be mortised, reinforced, drilled and tapped at the factory for templated hardware only, in accordance with the approved hardware schedule and templates provided by the hardware supplier. Where surface mounted hardware, anchor hinges, thrust pivots, pivot reinforced hinges, or non-templated hardware apply, frame product shall be reinforced, with drilling and tapping done by others in the field.
- e. All door openings in frame product shall be provided with a temporary steel spreader welded to the feet of the jambs or mullions to serve as bracing during shipping, and handling, and which shall not be used for installation.
- f. Each door opening shall be prepared for single stud, resilient door silencers, three (3) per strike jamb for single door openings, two (2) per head for pairs, except on gasketed or weather stripped frame product. Silencers shall be supplied and installed by others.

3. Exposed Finish: Prime .

2.4 FRAME ANCHORS

A. Jamb Anchors:

- 1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.

2.5 MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- C. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- D. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- E. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
 - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- F. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- G. Glazing: Comply with requirements in Section 088000 "Glazing."

2.6 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 2. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
 - 3. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Stud-Wall Type: Locate anchors not more than **18 inches (457 mm)** from top and bottom of frame. Space anchors not more than **32 inches (813 mm)** o.c. and as follows:
 - 1) Three anchors per jamb up to **60 inches (1524 mm)** high.
 - 2) Four anchors per jamb from **60 to 90 inches (1524 to 2286 mm)** high.
 - 3) Five anchors per jamb from **90 to 96 inches (2286 to 2438 mm)** high.
 - 4) Five anchors per jamb plus one additional anchor per jamb for each **24 inches (610 mm)** or fraction thereof above **96 inches (2438 mm)** high.
 - b. Compression Type: Not less than two anchors in each frame.
 - 4. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus **1/16 inch (1.6 mm)**, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus **1/16 inch (1.6 mm)**, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs at floor.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

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. Solid-core doors with wood-veneer faces.
 - 2. Factory finishing flush wood doors.
- B. Related Requirements:
 - 1. Section 088000 "Glazing" for glass view panels in flush wood doors.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction and trim for openings. Include factory-finishing specifications.
 - 1. Dimensions and locations of blocking.
 - 2. Dimensions and locations of mortises and holes for hardware.
 - 3. Dimensions and locations of cutouts.
 - 4. Undercuts.
 - 5. Requirements for veneer matching.
 - 6. Doors to be factory finished and finish requirements.
 - 7. UL factory fire rating.
- B. Samples for Initial Selection: For factory-finished doors.
- C. Samples for Verification:
 - 1. Corner sections of doors, approximately 8 by 10 inches (200 by 250 mm), with door faces and edges representing actual materials to be used.
 - a. Provide Samples for each species of veneer and solid lumber required.
 - b. Finish veneer-faced door Samples with same materials proposed for factory-finished doors.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is a certified participant in AWI's Quality Certification Program.
- B. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons .
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
 - 2. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Ampco.
 2. Chappell Door Co.
 3. Eggers Industries.
 4. Graham Wood Doors; an Assa Abloy Group company.
 5. Marlite.
 6. Mohawk Doors; a Masonite company.
 7. Oshkosh Door Company.
 8. Poncraft Door Company.
 9. Vancouver Door Company.
 10. VT Industries, Inc.
- B. Source Limitations: Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS, GENERAL

- A. Certified Wood: Flush wood doors shall be certified as "FSC Pure" according to FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship," and to FSC STD-40-004, "FSC Standard for Chain of Custody Certification."
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
- C. WDMA I.S.1-A Performance Grade:
1. Heavy Duty unless otherwise indicated.
- D. Particleboard-Core Doors:
1. Particleboard: ANSI A208.1, Grade LD-2, made with binder containing no urea-formaldehyde.
- E. Fire-Protection-Rated Doors: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
1. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.
 2. Pairs: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Comply with specified requirements for exposed edges.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors Per Door Schedule:

1. Grade: Premium, with Grade A faces.
2. Species: To match existing doors in same corridor.
3. Cut: To match existing doors.
4. Thickness: 1 3/4", unless noted otherwise.
5. Assembly of Veneer Leaves on Door Faces: Balance match.
6. Core: Particleboard .
7. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering. Faces are bonded to core using a hot press.

2.4 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

1. Comply with NFPA 80 requirements for fire-rated doors.

B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.

1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

C. Openings: Factory cut and trim openings through doors.

1. Light Openings: Trim openings with moldings of material indicated.
2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.5 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.

1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

B. Factory finish doors that are indicated to receive transparent finish.

C. Factory finish doors where indicated in schedules or on Drawings as factory finished.

D. Transparent Finish:

1. Grade: Custom.
2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" System 5, conversion varnish .
3. Staining: To match existing doors.
4. Effect: Filled finish.
5. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Section 087111 "Door Hardware (Descriptive Specification)."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
 1. Clearances: Provide **1/8 inch (3.2 mm)** at heads, jambs, and between pairs of doors. Provide **1/8 inch (3.2 mm)** from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide **1/4 inch (6.4 mm)** from bottom of door to top of threshold unless otherwise indicated.
 - a. Comply with NFPA 80 for fire-rated doors.
 2. Bevel non-fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock and hinge edges.
 3. Bevel fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

- A. Operation: Re-hang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 087100 DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
 - 1. Door hardware for hollow metal doors.
 - 2. Keyed cylinders as indicated.
- B. Related Sections:
 - 1. Section 061000: Rough Carpentry.
 - 2. Section 081113: Hollow Metal Doors and Frames
 - 3. Section 081413: Flush Wood Doors
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
 - 1. Builders Hardware Manufacturing Association (BHMA)
 - 2. NFPA 101 Life Safety Code
 - 3. ANSI-A156.xx- Various Performance Standards for Finish Hardware
 - 4. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
 - 5. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
 - 6. IBC – International Building Code
- D. Intent of Hardware Groups
 - 1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
 - 2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

1.2 SUBSTITUTIONS:

- A. Comply with Division 1.

1.3 SUBMITTALS:

- A. Comply with Division 1.
- B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.
- C. Product Data: Manufacturer's specifications and technical data including the following:

1. Detailed specification of construction and fabrication.
 2. Manufacturer's installation instructions.
 3. Submit catalog cuts with hardware schedule.
- D. Shop Drawings - Hardware Schedule: Submit 3 complete reproducible copies of detailed hardware schedule in a vertical format.
1. List groups and suffixes in proper sequence.
 2. Completely describe door and list architectural door number.
 3. Manufacturer, product name, and catalog number.
 4. Function, type, and style.
 5. Size and finish of each item.
 6. Explanation of abbreviations and symbols used within schedule.
- E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.
- F. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
1. Operating and maintenance manuals: Submit 3 sets containing the following.
 - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
 2. Copy of final hardware schedule, edited and marked to reflect, "As installed".
 3. Copy of final keying schedule
 4. Two sets of all special tools required for maintenance and adjustment of hardware, including changing of cylinders.

1.4 QUALITY ASSURANCE

- A. Comply with Division 1.
1. Statement of qualification for distributor and installers.
 2. Statement of compliance with regulatory requirements and single source responsibility.
 3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
 - a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
 - b. Hardware Schedule shall be prepared and signed by an AHC.
 4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
 5. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

- B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Comply with Division 1.
 - 1. Deliver products in original unopened packaging with legible manufacturer's identification.
 - 2. Package hardware to prevent damage during transit and storage.
 - 3. Mark hardware to correspond with "reviewed hardware schedule".
 - 4. Deliver hardware to door and frame manufacturer upon request.
- B. Storage and Protection: Comply with manufacturer's recommendations.

1.6 PROJECT CONDITIONS:

- A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.
- B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.7 WARRANTY:

- A. Refer to Conditions of the Contract
- B. Manufacturer's Warranty:
 - 1. Locksets & Cylinders: Mortise Lifetime, Cylindrical 7 Years
 - 2. All other Hardware: Two years.

1.8 OWNER'S INSTRUCTION:

- A. Instruct Owner's personnel in operation and maintenance of hardware units.

1.9 MAINTENANCE:

- A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.
 - 1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
 - 2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
 - 3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.

- B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. The design intent is that door hardware at all new doors is to match door hardware at existing doors in adjacent spaces. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

Basis of Design

<u>Item:</u>	<u>Manufacturer:</u>	<u>Other Approved:</u>
Hinges	Stanley	Bommer, McKinney
Continuous Hinges	Stanley	Select, ABH
Cylindrical Locksets	Best	Schlage ND Series
Cylinders	Best	Medeco Keymark, Arrow, Falcon
Core	Medeco Keymark X4	No Substitution
Closers	LCN 4040XP	Stanley ODC100 Series
Door Stops	Trimco	Hager, Rockwood

2.2 MATERIALS:

- A. Hinges: Shall be Five Knuckle Ball bearing hinges, min. size: 4 1/2" x 4 1/2"
1. Template screw hole locations
 2. Bearings are to be fully hardened.
 3. Bearing shell is to be consistent shape with barrel.
 4. Minimum of 2 permanently lubricated non-detachable bearings on standard weight hinge and 4 permanently lubricated bearing on heavy weight hinges.
 5. Equip with easily seated, non-rising pins.
 6. Non Removable Pin screws shall be slotted stainless steel screws.
 7. Hinges shall be full polished, front, back and barrel.
 8. Hinge pin is to be fully plated.
 9. Bearing assembly is to be installed after plating.
 10. Sufficient size to allow 180-degree swing of door
 11. Furnish five knuckles with flush ball bearings
 12. Provide hinge type as listed in schedule.
 13. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
 14. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
 15. UL10C listed for Fire rated doors.
- B. Cylindrical Type Locks and Latchsets:
1. Tested and approved by BHMA for ANSI A156.2, Series 4000, Operational Grade 1, Extra-Heavy Duty, and be UL10C listed.
 2. Provide 9001-Quality Management and 14001-Environmental Management.

3. Fit modified ANSI A115.2 door preparation.
4. Locksets and cores to be of the same manufacturer to maintain complete lockset warranty
5. Locksets to have anti-rotational studs that are thru-bolted
6. Keyed lever shall not have exposed "keeper" hole
7. Each lever to have independent spring mechanism controlling it
8. 2-3/4 inch (70 mm) backset
9. 9/16 inch (14 mm) throw latchbolt
10. Provide sufficient curved strike lip to protect door trim
11. Outside lever sleeve to be seamless, of one-piece construction made of a hardened steel alloy
12. Keyed lever to be removable only after core is removed, by authorized control key
13. Provide locksets with 7-pin removable and interchangeable core cylinders
14. Hub, side plate, shrouded rose, locking pin to be a one-piece casting with a shrouded locking lug.
15. Locksets outside locked lever must withstand minimum 1400 inch pounds of torque. In excess of that, a replaceable part will shear. Key from outside and inside lever will still operate lockset.
16. Core face must be the same finish as the lockset.
17. Functions and design as indicated in the hardware groups.

C. Door Closers:

1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Closer shall have extra-duty arms and knuckles
5. Conform to ANSI 117.1
6. Maximum 2 7/16 inch case projection with non-ferrous cover
7. Separate adjusting valves for closing and latching speed, and backcheck
8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
9. Fully hydraulic, rack and pinion action with high strength cast iron cylinders and one piece forged steel pistons, with 1½" minimum bore.
10. Hydraulic fluid of a type requiring no seasonal adjustments.
11. Hydraulic regulation controlled by tamper-proof, non-critical screw valves, adjustable with a hex wrench.
12. Separate adjustments for backcheck, general speed, and latch speed.
13. Closing power of non-sized cylinders shall be adjustable over a range of sizes.
14. All manual closers shall provide or be adjustable to less than 5 pounds opening force on a 36" door leaf and delay closing time in accordance with ADAAG.
15. All automatic operator systems shall include the following features and functions:
 - a. Provisions for separate conduits to carry high and low voltage wiring in compliance with the NEC, section 725-31.
 - b. The operator will be designed to prevent damage to the mechanism if the system is actuated while the door is latched or if the door is forced closed during the opening cycle.
 - c. All electrical connections shall be made in accordance with the manufacturer's written recommendations.
16. Mount closers on non-public side of door, unless otherwise noted in specification
17. Closers shall be non-handed, non-sized and multi-sized.

- D. Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.
 - 1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
 - 2. Provide fastener suitable for wall construction.
 - 3. Coordinate reinforcement of walls where wall stop is specified.
 - 4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered
- E. Thresholds: Thresholds shall be aluminum beveled type with maximum height of ½" for conformance with ADA requirements. Furnish as specified and per details. Provide fasteners and screws suitable for floor conditions.
- F. Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware - 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products
- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

2.4 KEYS AND KEYING:

- A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
- B. Cylinders, removable and interchangeable core system: Medeco X4 7-pin.
- C. Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."
- D. Furnish keys in the following quantities:
 - 1. 3 each Control keys
- E. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.
- F. Keying Schedule: Arrange for a keying meeting, and programming meeting with Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
 - 1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 HARDWARE LOCATIONS:

- A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
 - 1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
 - 2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
 - 3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

3.3 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Conform to local governing agency security ordinance.
- C. Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
 - 1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.
- D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

- A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
 - 1. Check and adjust closers to ensure proper operation.
 - 2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
 - a. Verify levers are free from binding.

- b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

3.5 SCHEDULE OF FINISH HARDWARE:

Option List

<u>Code</u>	<u>Description</u>
BF	Barrier Free
LD	Less Dogging
SN	Sex Nuts
MSES10	#10 Machine screws and expansion shields
7/8"LTC	7/8" Lip-To-Center Strike
SNB (4)	SEX BOLTS (4)

Finish List (ANSI/US)

<u>Code</u>	<u>Description</u>
625/US26	Bright Chrome
AL	Aluminum
PC	Prime Coat
130	RiteCoat Painted - Satin Aluminum
626/US26D	Satin Chromium Plated
628/US28	Satin Aluminum, Clear Anodized
630/US32D	Satin Stainless Steel
689	Aluminum Painted

Manufacturer List

<u>Code</u>	<u>Name</u>
AD	Adams Rite
BE	Best Access Systems
ME	Medeco
PE	Pemko
PR	Precision
SD	Stanley Door Closers
SH	Stanley Commercial Hardware
ST	Stanley
TR	Trimco

Hardware Sets

SET #1

1 Classroom Set – ADA lever Match Exist. Or – 93K-R15D626 BE

END OF SECTION 087100

SECTION 088000 - GLAZING

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 glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Doors.
 - 2. Interior borrowed lites.
 - 3. Interior fire rated hollow metal framed windows.
 - 4. Exterior storefront with insulated glazing.
- B. Related Sections:
 - 1. Section 081113 - Hollow Metal Doors and Frames
 - 2. Section 084113 – Aluminum-Framed Entrances and Storefronts
 - 3. Section 081416 - Flush Wood Doors

1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

1.5 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches (300 mm) square.

1.6 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For glass and glazing products, from manufacturer.

1.7 QUALITY ASSURANCE

- A. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- B. Source Limitations for Glass: Obtain ultraclear float glass from single source from single manufacturer for each glass type.
- C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.
- D. Fire-Protection-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, whether glazing is for use in fire doors or other openings, whether or not glazing passes hose-stream test, whether or not glazing has a temperature rise rating of 450 deg F (250 deg C), and the fire-resistance rating in minutes.
- E. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- F. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."
 - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.9 WARRANTY

- A. Manufacturer's standard form in which glass manufacturer agrees to replace glass units that fail within specified warranty period. Failure of glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

- B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
1. Minimum Glass Thickness for Interior Lites: Not less than 6.0 mm.
- B. Strength: Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.
- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick .

2.2 GLASS PRODUCTS

- A. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 2. For uncoated glass, comply with requirements for Condition A.

2.3 INSULATING GLASS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Oldcastle BuildingEnvelope
 2. Guardian Industries
 3. Pilkington
 4. PPG Industries
- B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Thickness: 1"
2. Insulating and Heat Gain properties: equal to or better than PPG Solarban 60
3. Sealing System: Dual seal.
4. Spacer: Manufacturer's standard spacer material and construction.

2.4 FIRE-PROTECTION-RATED GLAZING

- A. Fire-Protection-Rated Glazing, General: Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257 for window assemblies.
- B. Film-Faced Ceramic Glazing: Clear, ceramic flat glass; 3/16-inch (5-mm) nominal thickness; faced on one surface with a clear glazing film; complying with testing requirements in 16 CFR 1201 for Category II materials.
 1. Products: Subject to compliance with requirements, provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Nippon Electric Glass Co., Ltd. (distributed by Technical Glass Products); FireLite NT.
 - b. Safti First; SuperLite C/SP.
 - c. Schott North America, Inc.; Filmed Pyran Star.
 - d. Vetrotech Saint-Gobain; SGG Keralite FR-F.
 - e. Pilkington; Pyrostop

2.5 DECORATIVE GLASS AND WINDOW FILM

- A. General: Provide decorative glass and window film at locations indicated in drawings.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. 3M Company: Fasara Glass Finishes.
- B. Film Type: Polyester.
- C. Adhesive Type: Pressure Sensitive.
- D. Usage: Interior.
- E. Pattern and Visible Light Transmittance: Fasara Mat Crystal-i, or similar, to match pattern and light transmittance of obscure glass at locations in the same corridor.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.7 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
 - 1. Neoprene complying with ASTM C 864.
 - 2. EPDM complying with ASTM C 864.
 - 3. Silicone complying with ASTM C 1115.
 - 4. Thermoplastic polyolefin rubber complying with ASTM C 1115.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned neoprene, EPDM, silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.
 - 1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.8 GLAZING SEALANTS

- A. General:
 - 1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 - 3. VOC Content: For sealants used inside of the weatherproofing system, not more than 250 g/L when calculated according to 40 CFR 59, Subpart D.
 - 4. Colors of Exposed Glazing Sealants: As indicated by manufacturer's designations.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
- C. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.9 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.

2.10 MONOLITHIC-GLASS TYPES

- A. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear), Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 - 2. Thickness: 6.0 mm

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Minimum required face and edge clearances.
 - 3. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

3.4 DECORATIVE GLASS AND WINDOW FILM

- A. Comply with all written instructions of manufacturer.

3.5 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000

SECTION 092216 - NON-STRUCTURAL METAL 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. Non-load-bearing steel framing systems for interior gypsum board assemblies.

1.3 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
- C. Studs and Runners: ASTM C 645.
 - 1. Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm) .
 - b. Depth: As indicated on Drawings .
- D. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm) .
 - 2. Depth: As indicated on Drawings .

2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch (1.34 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
 - 1. Depth: As indicated on Drawings .
- E. Furring Channels (Furring Members):
 - 1. Steel Studs and Runners: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm) 0.027 inch (0.68 mm) 0.033 inch (0.84 mm).
 - b. Depth: As indicated on Drawings .
 - 2. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch (22 mm) deep.
 - a. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm) .
 - 3. Resilient Furring Channels: 1/2-inch- (13-mm-) deep members designed to reduce sound transmission.
 - a. Configuration: Asymmetrical .

2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum **1/2-inch (13-mm)** clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than **1/8 inch (3 mm)** from the plane formed by faces of adjacent framing.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards .
 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.

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5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems to achieve seismic requirements of building code.
- F. Installation Tolerances: Install suspension systems that are level to within **1/8 inch in 12 feet (3 mm in 3.6 m)** measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

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. Interior gypsum board.
- B. Related Requirements:
 - 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Asbestos: Provide manufacturer's information certifying that all materials provided under this section contain no detectable asbestos.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Recycled Content of Gypsum Panel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. American Gypsum.
 2. CertainTeed Corp.
 3. Georgia-Pacific Gypsum LLC.
 4. Lafarge North America Inc.
 5. National Gypsum Company.
 6. USG Corporation.
- B. Gypsum Wallboard: ASTM C 1396/C 1396M.
 1. Thickness: 5/8 inch (12.7 mm).
 2. Long Edges: Tapered .
- C. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 1. Thickness: 5/8 inch (15.9 mm).
 2. Long Edges: Tapered .
- D. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
 1. Thickness: 5/8 inch (12.7 mm).
 2. Long Edges: Tapered.
- E. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
 1. Core: As indicated .
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc .
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
 - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from **0.033 to 0.112 inch** (**0.84 to 2.84 mm**) thick.
- C. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through

perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. **Products:** Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Accumetric LLC; BOSS 824 Acoustical Sound Sealant.](#)
 - b. [Grabber Construction Products; Acoustical Sealant GSC.](#)
 - c. [Pecora Corporation; .](#)
 - d. [Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.](#)
 - e. [USG Corporation; SHEETROCK Acoustical Sealant.](#)
 2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. Sound Insulation: As specified in Section 072100 "Thermal Insulation."
- E. Vapor Retarder: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than **1/16 inch (1.5 mm)** of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.

- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Wallboard Type: As indicated on Drawings .
 - 2. Type X: As indicated on Drawings.
 - 3. Ceiling Type: As indicated on Drawings .
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. J-mold: Use at exposed panel edges.
- D. Exterior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges.
- E. Aluminum Trim: Install in locations indicated on Drawings.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

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 acoustical panels and exposed suspension systems for fire-rated ceilings.
- B. Related Requirements:
 - 1. Section 092216 - Non-Structural Metal Framing

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.
- C. Samples for Initial Selection: For components with factory-applied color finishes.
- D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
 - 1. Acoustical Panel: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
 - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.
- E. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency .
- F. Evaluation Reports: For each acoustical panel ceiling suspension system, from ICC-ES.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS (ATTIC STOCK)

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 1 percent of quantity installed but not less than 10 panels.

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7 .
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
 2. Suspension System: Obtain each type from single source from single manufacturer.
- C. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 75 percent.
- D. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- E. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is **15-3/4 inches (400 mm)** away from test surface according to ASTM E 795.
- F. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Armstrong World Industries, Inc; Fine Fissured Fire Guard, #1714, Square Lay-In, or comparable product by one of the following:
1. Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. Chicago Metallic Corporation.
 4. Tectum Inc.
 5. USG Interiors, Inc.; Subsidiary of USG Corporation.
- C. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
1. Type and Form: Type III, Form 2, Wet formed mineral fiber.
 2. Pattern: No pattern.
- D. Color: White .
- E. LR: Not less than 0.81 .
- F. NRC: Not less than 0.55 .
- G. CAC: Not less than 35.

- H. Fire Rating: Class A, Fire Guard
- I. Edge/Joint Detail: Square.
- J. Thickness: 3/4 inch (19 mm) .
- K. Modular Size: 24 by 48 inches (610 by 1220 mm) As indicated on Drawings.
- L. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
- M. Warranty: Not less than 10 years.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
 - 1. High-Humidity Finish: Comply with ASTM C 635/C 635M requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.135-inch- (3.5-mm-) diameter wire.
- E. Hanger Rods if needed : Mild steel, zinc coated or protected with rust-inhibitive paint.
- F. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- G. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- H. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.

- I. Fire Resistant Ceiling Clips: Manufacturer's standard clips designed and spaced to secure acoustical panels in place in compliance with fire protection code as noted above.

2.5 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. **Basis-of-Design Product:** Subject to compliance with requirements, provide Armstrong World Industries, Inc. -- Manuf. recommended suspension system or comparable product by one of the following:
 1. [Armstrong World Industries, Inc.](#)
 2. [CertainTeed Corp.](#)
 3. [Chicago Metallic Corporation.](#)
 4. [USG Interiors, Inc.; Subsidiary of USG Corporation.](#)
- C. Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than **G30 (Z90)** coating designation; with prefinished **15/16-inch- (24-mm-)** wide metal caps on flanges.
 1. Structural Classification: Intermediate -duty system.
 2. End Condition of Cross Runners: Override (stepped) type.
 3. Face Design: Flat, flush .
 4. Cap Material: Steel cold-rolled sheet.
 5. Cap Finish: Painted white .

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. **Basis-of-Design Product:** Subject to compliance with requirements, provide Armstrong World Industries, Inc; system recommended by manufacturer or comparable product by one of the following:
 1. [Armstrong World Industries, Inc.](#)
 2. [CertainTeed Corp.](#)
 3. [Chicago Metallic Corporation.](#)
 4. [Fry Reglet Corporation.](#)
 5. [Gordon, Inc.](#)
 6. [USG Interiors, Inc.; Subsidiary of USG Corporation.](#)
 7. .
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member .
3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.7 ACOUSTICAL SEALANT

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
1. Acoustical Sealant for Exposed and Concealed Joints:
 - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
 - b. USG Corporation; SHEETROCK Acoustical Sealant.
 2. Acoustical Sealant for Concealed Joints:
 - a. Henkel Corporation; OSI Pro-Series SC-175 Acoustical Sound Sealant.
 - b. Pecora Corporation; AIS-919.
 - c. Tremco, Inc.; Tremco Acoustical Sealant.
- B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.
 2. Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant.
 3. Acoustical sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 6. Space hangers not more than **48 inches (1200 mm)** o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than **8 inches (200 mm)** from ends of each member.
 - 7. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 - 2. Screw attach moldings to substrate at intervals not more than **16 inches (400 mm)** o.c. and not more than **3 inches (75 mm)** from ends, leveling with ceiling suspension system to a tolerance of **1/8 inch in 12 feet (3.2 mm in 3.6 m)**. Miter corners accurately and connect securely.
 - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

- E. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - 2. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 - 3. Paint cut edges of panel if remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 - 4. Install clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

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. Resilient base.
 - 2. Resilient molding accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product indicated.

1.4 MAINTENANCE MATERIAL SUBMITTALS (ATTIC STOCK)

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.

3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C) .
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. FloorScore Compliance: Resilient base shall comply with requirements of FloorScore certification.

2.2 THERMOSET-RUBBER BASE

- A. Manufacturers: Subject to compliance with requirements, rubber base is to match existing base at adjacent finished area for size, color and configuration. Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
 2. Flexco.
 3. Johnsonite, Inc., a Tarkett company.
 4. Roppe Corporation, USA.
- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 1. Style and Location:
 - a. Straight base: at all carpeted floor areas
 - b. Cove base: at all other locations
 - c. Thickness: 0.125 inch (3.2 mm).
 - d. Height: 4" unless noted otherwise.
 - e. Length: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.
- C. Outside Corners: Job formed .
- D. Inside Corners: Job formed .
- E. Colors: To match existing.

2.3 VINYL MOLDING ACCESSORY

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. [Armstrong World Industries, Inc.](#)
2. [Burke Mercer Flooring Products, Division of Burke Industries Inc.](#)
3. [Flexco.](#)
4. [Johnsonite; A Tarkett Company.](#)
5. [Musson Rubber Company.](#)
6. [Roppe Corporation, USA.](#)

- B. Description: Solid vinyl reducer strip. for transition from carpet to hard surface flooring.
- C. Profile and Dimensions: As indicated .
- D. Colors and Patterns: As selected by Architect from full range of manufacturer's standard colors .

2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
1. Adhesives shall have a VOC content of 50 g/L or less.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Job-Formed Corners:
 - 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 12 inches in length.
 - a. Cope corners to minimize open joints.
 - 2. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 12 inches in length.
 - a. Score back side of base, excluding cove area, and bend carefully to avoid discoloration on surface caused by stretching.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096813 - TILE CARPETING

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 modular, carpet tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.
 - 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.6 MAINTENANCE MATERIAL SUBMITTALS (ATTIC STOCK)

- 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. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than **10 full tiles**. Tiles to be from same dye lot as those installed in the building.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.9 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.10 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber, and delamination.
 - 3. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE **CPT-1**

- A. Products: Carpet tile may be provided by the following manufacturers or approved equal:

1. Interface
2. Shaw
3. Milliken
4. Mohawk

- B. Basis of Design: Interface “Ground Waves”
- C. Subject to compliance with requirements, carpet tile must meet the following performance-based criteria:
- D. Color: To be selected by Architect from manufacturer’s standard colors.
- E. Pattern: To be selected by Architect from manufacturer’s standard patterns.
- F. Fiber Content: 6,6 Continuous Filament Nylon.
- G. Dying: 100% solution dyed.
- H. Fiber Type: nylon.
- I. Pile Characteristic: Tufted textured loop.
- J. Yarn pile thickness: 0.074 in (1.9mm)
- K. Primary Backing/Backcoating: GlasBac.
- L. Appearance Retention: Appearance retention rating of at least 3.5 (ASTM D-5252).
- M. Size: 19.7 inches x 19.7 inches (50 cm by 50 cm).
- N. Applied Soil-Resistance Treatment: Manufacturer's standard material .
- O. Recycled Content: 50%.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, water-based, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and 035413 "Gypsum Cement Underlayment" for slabs receiving carpet tile.
 - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- C. Use trowelable Self-Drying, Cement-Based Finish Underlayment, Ardex Feather Finish or approved equal, installed according to manufacturer's written instructions, to cover entire floor area to receive carpet tile and to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions **1/8 inch (3 mm)** wide or wider and protrusions more than **1/32 inch (0.8 mm)** unless more stringent requirements are required by manufacturer's written instructions.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Glue down. Adhesive must be approved by the carpet tile manufacturer for the specific carpet tile being installed.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.

- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern as directed by Architect.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

SECTION 09855 – NOISE S.T.O.P. FABRISORB DECORATIVE ACOUSTICAL WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes shop-fabricated, acoustical wall panels with decorative **[fabric] [vinyl]** facings.

1.2 SUBMITTALS

- A. Product Data: For each type of core and facing material, and mounting indicated.
- B. Samples: For each type of core and facing material, and mounting indicated assembled in panels approximately 6 by 6 inches.

1.3 WARRANTY

- A. Warranty Period: One year.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. NOISE S.T.O.P. FABRISORB Decorative Acoustical Wall Panels:
 - 1. Decorative Fabric Wrapped Custom Acoustical Wall Panels by Acoustical Surfaces, Inc.
 - a. 123 Columbia Court North Suite 210.
 - b. Chaska, MN 55318
 - c. (952) 448 – 5300.
 - d. www.AcousticalSurfaces.com
 - 2. Or equal.

2.2 NOISE S.T.O.P. FABRISORB DECORATIVE ACOUSTICAL WALL PANELS

- A. Panel Materials:
 - 1. Core Material: 6 to 7 lb. density glass fiber.
 - 2. Core Thickness: **[1 inch] [1-1/8 inch] [2 inch] [2-1/8 inch]**.
 - 3. Sizes: **[2 by 4 feet] [Custom sizes as indicated on Drawings]**.
 - 4. Mounting: **[Adhesive Mounting] [Magnetic Fasteners] [Hook and Loop Fasteners] [Concealed Splines] [Mechanical Clips] [Impaling Clip]**.
 - 5. Edge Details: **[Square] [Radius] [Bevel] [Half Bevel]**.
 - 6. Edge Treatments: **[Chemically Hardened] [Soft]**.
 - 7. Acoustical Properties for 6 to 7 pcf glass fiber:
 - a. For 1 inch thickness: NRC of 0.85,

- b. For 2 inch thickness: NRC of 1.15.
 8. Fire Resistance: This pattern meets the requirements of National Fire Protection Association (NFPA) Class A or 1.
 - 1) Flame Spread: 15.
 - 2) Smoke Developed: 40.
- B. Vinyl Facing Materials:
 1. Type: Web core microperforated.
 2. Style and Color: As selected by Architect from manufacturer's standard selection.
 3. Total Weight (oz./lin. yd.) 54" width average: 12.0.
 4. Total Weight (oz./lin. yd.): 8.0.
 5. Vinyl Weight (oz./lin. yd.): 5.0.
 6. Fabric Weight (oz./lin. yd.): 3.0.
 7. Fabric type and count: Polyester Sheeting (22 x 26).
 8. Total average thickness: 0.018.
 9. Light Reflectance Value (LR Value) is reported as average percent reflectance as measured by ASTM E-97 test method.
 10. Web Core was applied to 1" thick 7 PCF rigid acoustical fiberglass on a #4 mounting and tested for noise reduction coefficient. The result was 0.80 NRC.
 11. This pattern satisfactorily passes physical requirements for type I as listed in G.S.A. Federal Specification CCC-W-408A. (Federal Specification CCC-T-191 details test procedures required.)
 12. Fire Resistance: This pattern meets the requirements of National Fire Protection Association (NFPA) Class A or 1.
 - a. Flame Spread: 20.
 - b. Smoke Developed: 65.
 13. Stain Resistance: (ASTM D-1308, METHOD B-24 hour exposure followed by washing with soap and water.)
- C. Fabric Facing Materials:
 1. Type: Guilford FR 701 2100 Fabric Facings.
 2. Style and Color: As selected by Architect from manufacturer's standard selection.
 3. Fire Resistance: This pattern meets the requirements of National Fire Protection Association (NFPA) Class A or 1.
 - a. Flame Spread: 5.
 - b. Smoke Developed: 70.
- D. Attachment Materials:
 1. Adhesive: AGS-29 or PSA-29 panel adhesive.
 2. Hook & Loop fasteners.
 3. Mechanical clips.
 4. Impaling clips.
 5. Magnetic clips.
 6. Splines.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with decorative acoustical wall panel manufacturer's written instructions for installation and type of mounting specified.

3.2 ADHESIVE MOUNTING

- A. Panels are to be installed per recommended adhesive instructions.

3.3 MAGNETIC FASTENERS

- A. The magnetic fastener is applied to the panel before shipment. Permanent spanport is required

3.4 HOOK AND LOOP FASTENERS

- A. The loop side of the fastener is applied to the panel at time of shipment. The hook side is attached to its mate, and when installing, the tape backing is removed and the panel is positioned on the wall. Permanent support is required.

3.5 CONCEALED SPLINES

- A. Panels with concealed spline attachment are provided with kerfs along the edges of the panels. The spline then inserts into one panel and is mounted onto the wall. Adjoining panels are inserted into the remaining half of the spline.

3.6 MECHANICAL CLIPS

- A. The panel clips are mounted onto the panels at the time of shipment. The wall clips are installed on the wall at the location established by the position of the panel clips or wall bars.

3.7 IMPALING CLIP

- A. The impaling clips are screwed directly to the wall with the prongs extending outward. The glass fiber acoustical panel is positioned and pressed firmly onto the clip. Locking Adhesive is recommended with this clip mounting.

END OF SECTION 09855

SECTION 099123 - INTERIOR PAINTING

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 paint systems on the following interior substrates:
 - 1. Wood.
 - 2. Gypsum board.
 - 3. Concrete masonry units
- B. Related Requirements:
 - 1. Section 092200 "Gypsum Board"

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.5 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 (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. Columbia Paint & Coatings.
 - 3. PPG Architectural Finishes, Inc.
 - 4. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are 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 manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Pretreatment Wash Primers: 420 g/L.

D. Colors: As selected by Architect from manufacturer's full range .

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.
- B. Primer, Latex, for Interior Wood: MPI #39.

2.4 WATER-BASED PAINTS

- A. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145.

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. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. 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" applicable to substrates 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 paints, 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 paint systems indicated.
- D. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. 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.
- D. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. 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.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Opaque Finish:
 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, latex, for interior metal, MPI #50.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.

- c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 4), MPI #147.

B. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.

C. Concrete Masonry Unit Substrates:

1. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.

END OF SECTION 099123

SECTION 101100 - VISUAL DISPLAY BOARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Visual Display Boards.
- B. Display Board Accessories.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Wall Framing and Blocking.
- B. Section 05100 - Structural Metal Framing: Wall Framing and Blocking.
- C. Section 09200 - Plaster and Gypsum Board: Wall finishes prepared to receive boards.

1.3 REFERENCES

- A. ASTM E 84 - Standard Test Method for Surface Burning Characteristics for Building Materials.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Submit manufacturer's standard drawings detailing plan and section views for each product specified.
- D. Selection Samples: For each finished product specified, complete sets of samples representing manufacturer's full range of available colors and patterns are available upon request.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be provided by a single manufacturer with a minimum of ten (10) years experience.
- B. Regulatory Requirements: Conform to applicable code for flame/smoke ratings in bulletin boards in accordance with ASTM E84.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. After opening and inspecting boards for damage, return them to their original crates

or cartons for storage and do not uncrate until boards are to be installed.

1. When uncrated, do not allow boards to lean at an angle against a wall or other objects, or to lie on the floor for any length of time.
 2. Store boards in as close to a vertical position as possible.
- B. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer
- C. Store and dispose of hazardous materials, and materials used with hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. Warranty for Laminated Face Sheet: Manufacturer's standard warranty in which the manufacturer agrees to repair or replace laminated face sheets that fail in material or workmanship for a period of one year from the date of installation.
- B. Limited Warranty for dry erase surfaces against ghosting and staining for the lifetime of the product.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
1. Everwhite
 2. Best-Rite, a division of MooreCo, Inc.
 3. A-1 Visual Systems
- B. Basis of Design: Everwhite, as follows:
1. Framed whiteboard: Everwhite Non-Magnetic Whiteboard – Narrow Aluminum Frame.
 2. Resurfacing panels: Everwhite Resurfacing Whiteboard Panels.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 DISPLAY BOARDS

- A. Non-Magnetic Dry Erase Board: Balanced, high-pressure, factory-laminated dry

erase board assembly of 3-ply construction consisting of backing sheet, core material, and a laminated hardboard face sheet with durable gloss finish highly resistant to ghosting and staining.

1. Face Sheet: Laminated 1/8 inch (3mm) thick hardboard.
 2. Color: White.
 3. Core Material: 3/8 inch (9.5mm) thick fiberboard material.
 4. Backing Sheet: 0.003 inch (0.1mm) thick manufacturer's standard moisture barrier.
 5. Thickness: Nominal 1/2 inch (13mm).
 6. Size: as indicated on drawings.
 7. Accessories: map rail with cork insert.
 8. Assembly: All boards to be one piece up to 12 feet (3658mm) in length. When length exceeds 12 feet (3658mm), manufacturer's H-Channel will be provided.
- B. Laminated Steel Resurfacing Panel: A laminated steel face sheet with a durable gloss finish highly resistant to ghosting and staining.
1. Face Sheet: Laminated 24 gauge steel sheet.
 2. Color: White.
 3. Mounting Adhesive: Manufacturer's standard pre-applied pressure sensitive adhesive.
 4. Size: to completely cover existing surface and fit tightly to existing frame.
 5. Assembly: All boards are one piece up to 12 feet (3658mm) in length. When length exceeds 12 feet (3658mm), manufacturer's seam strip will be provided.

2.3 FRAMING

- A. Aluminum Frame and Marker Tray:
1. Thickness: .719 inch (18mm) thick, extruded aluminum frame.
 2. Width: Narrow - 5/8 inch (15mm).
 3. Marker Tray: 2 5/8 inch (67mm) Continuous solid extruded aluminum tray with 3 channels and protective plastic end caps.
 4. Finish: Satin Anodized clear finish.
 5. End Cap Color: Silver.

2.4 ACCESSORIES

- A. Map Rail: Standard 1 inch (25mm) map rail with cork insert.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Do not begin installation until substrates have been properly prepared.

- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Clean surfaces thoroughly after installation with water or glass cleaner.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install all units in locations shown on plans, at mounting heights specified on the Contract Drawings. Keep perimeter lines straight, plumb and level.

3.3 CLEANING AND PROTECTION

- A. Clean display boards prior to project closeout.
- B. Protect installed products until completion of project.
- C. Repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 115213 - MANUALLY OPERATED PROJECTION SCREENS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: This Section specifies manually operated projection screens and accessories.

1.02 DEFINITIONS

- A. Gain: Indication of screen's luminance or brightness measured perpendicular to screen center and relative to magnesium carbonate block, which serves as standard for 1.0 gain. Higher numbers indicate greater brightness.
- B. Viewing Angle: Angle from perpendicular center of screen at which gain or brightness decreases by 50%.
- C. Format: Proportion of projection screen viewing area expressed as a ratio of width to height.
 - 1. Wide 16:10.

1.03 REFERENCES

- A. International Code Council (ICC):
 - 1. International Building Code.
- B. Society of Motion Picture and Television Engineers (SMPTE):
 - 1. SMPTE RP 94-2000 Gain Determination of Front Projection Screens.

1.04 ACTION SUBMITTALS

- A. Product Data: Submit product data, including manufacturer's technical product data sheet, for specified products.
 - 1. Material Safety Data Sheets (MSDS).
- B. Shop Drawings: Indicate dimensions, fabrication and installation details.

1.05 INFORMATION SUBMITTALS

- A. Quality Assurance:
 - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2. Certificates: Product certificates signed by manufacturer certifying that materials comply with specified performance characteristics, criteria and physical requirements.
 - 3. Manufacturer's installation instructions.

1.06 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit for products in accordance with Section 017800 - Closeout Submittals.
 - 1. Manufacturer's instructions detailing maintenance requirements.

2. Parts catalog that includes complete list of repair and replacement parts, with cuts and identifying numbers.

1.07 QUALITY ASSURANCE

- A. Qualifications:
 1. Worker experienced in performing work of this section who has specialized in work similar to that required of this project.
- B. Regulatory Requirements.
 1. Comply with International Building Code (IBC)
- C. Preinstallation Meetings: Conduct preinstallation meeting to verify project requirements and manufacturer's instructions.

1.08 DELIVERY, STORAGE & HANDLING

- A. Storage and Protection:
 1. Store manually operated projection screens protected from exposure to harmful weather and in dry, ventilated conditions at temperature less than [80 degrees F (27 degrees C)] [_____].
- B. Handling: Handle manually operated projection screen materials with care in order to prevent damage.
- C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Waste Management and Disposal.

1.09 SEQUENCING

- A. Sequence With Other Work: Comply with projection screen manufacturer's written recommendations for sequencing construction operations.

1.010 WARRANTY

- A. Project Warranty: Refer to Contract Conditions for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and does not limit, other rights Owner may have under Contract Documents.
- C. Warranty: Commencing on date of acceptance by Owner.

1.011 MAINTENANCE MATERIALS

- A. Use only standard product line parts that are produced by manufacturer of manually operated projection screens.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Ensure manufacturer has minimum 5 years experience manufacturing components similar to or exceeding project requirements.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
 1. Da-Lite Screen Company, Inc.

2. Draper, Inc.
3. Stewart Filmscreen
4. Vutec Corp.
- C. Basis of Design: Da-Lite Screen Company, Inc.
 1. Model C with CSR, product series item no. 34730
 2. Wide format: 16:10
 3. Size: 60"x96"
 4. Screen finish: Matte White
 5. Housing color: White
 6. Accessories: No. 23 Adjustable wall brackets

2.02 PROPRIETARY PRODUCTS/PROJECTION SCREEN SYSTEMS

- A. Screen Type 2: Heavy Duty Manual Screens with viewing areas to 160 inches (4064 mm) wide.
 1. Screen Operation: Manually operated, retractable projection screen mounted on ball bearing rigid steel spring roller with controlled screen return (CSR) mechanism.
 - a. Form screen bottom into pocket holding tubular metal slat with attached steel pull bail.
 - b. Protect slat ends with heavy-duty plastic end caps.
 - c. Include 6 feet (1.8 m) pull cord.
 2. Screen Mounting Type: Wall mounted with screen case.
 3. Screen Case:
 - a. Material:
 - 1) 21 gage steel.
 - 2) Case is designed to receive mounting hardware and is sized to suit projection screen.
 - b. Design: Flat-backed case with heavy duty plastic end caps concealing roller ends with steel inner plates to support roller. End caps to form sturdy brackets for wall or ceiling installations.
 - c. Include built-in bumper stops to prevent slat wedging into case.
 - d. Finish: Powder coated.
 4. Screen Size:
 - a. Viewing Area: H 60 inches × W 96 inches .
 5. Screen Viewing Surface:
 - a. Permanently attached to roller.
 - b. Front projection, flame retardant, mildew resistant, fiberglass fabric, black backed with standard black borders, easily cleaned with mild soap and water solution.
 - 1) Seams: Seamless when both screen dimensions are less than 10 feet (3.1 m).
 6. Accessories:
 - a. Installation Hardware: Fasteners and other components of type, size and spacing recommended by manufacturer for complete, functional and secure installation of projection screen.
 - b. Wall Brackets:
 - 1) Adjustable Length: Extends 10 inches (254 mm) to 24 inches (610 mm).
 - 2) Color: Black.

- 3) Capacity: 75 lb (34 kg) per pair maximum.

PART 3 EXECUTION

3.01 INSTALLERS

- A. Provide experienced and qualified technicians to install manually operated projection screens.

3.02 MANUFACTURER'S INSTRUCTIONS

Specifier Note: Article below is an addition to the CSI *SectionFormat* and a supplement to this section. Revise Article below to suit project requirements and specifier's practice.

- A. Compliance: Comply with manufacturer's written data, including product technical bulletins, product catalog installation instructions, product carton installation instructions and Da-Lite Screen Company, Inc., technical data sheets.

3.03 EXAMINATION

- A. Site Verification of Conditions:
1. Verify that conditions of substrates previously installed under other sections or contracts are acceptable with manually operated projection screen installation.
 2. Inform Owner and Architect of unacceptable conditions immediately upon discovery.
 3. Proceed with installation only after unacceptable conditions have been remedied.

3.04 COORDINATION

- A. Coordinate projection screen placement with other ceiling and wall mounted components.

3.05 INSTALLATION

- A. Install projection screens in accordance with reviewed shop drawings at locations and heights indicated.
1. Verify locations with Owner and Architect prior to installation.
- B. Securely install screens plumb and level to supporting substrate.

3.06 FINAL CLEANING

- A. Upon completion, remove surplus materials, rubbish, tools and equipment.

3.07 PROTECTION

- A. Protect manually operated projection screens from damage during construction.
- B. Repair damage to adjacent materials caused by manually operated projection screen work.

3.08 MAINTENANCE

- A. Perform maintenance to ensure proper working condition during the warranty period.

END OF SECTION

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Facility Services Subgroup

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Section 220000 General Requirements of Plumbing and HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. The requirements listed in this section are supplemental to the Division 01 General Requirements.
- B. It shall be the responsibility of the Plumbing and Mechanical Contractor to examine and refer to all Architectural, Civil, Structural, Electrical, and Landscape and specifications for construction conditions which may affect the scope of Plumbing and HVAC work. Inspect the building site and existing facilities for verification of present conditions. Make proper provisions for these conditions in performance of the work and cost thereof.
- C. Plumbing and Mechanical work for this project shall include all items, articles, materials and the associated labor mentioned, schedules or shown in these specifications and in the accompanying drawings.
- D. Furnish and install all equipment, materials and any required incidental items required by good practice to complete the systems described herein.

1.2 CODES AND STANDARDS

- A. Work shall meet the requirements of the plans and specifications and shall not be less than the minimum requirements of applicable sections of the latest Codes and Standards of the following Organizations:
 - 1. American Gas Association (AGA)
 - 2. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. Sheet Metal and Air Conditioning Contractors' National Association Inc. (SMACNA)
 - 5. American Water Works Association (AWWA)
 - 6. National Electrical Code (NEC)
 - 7. National Electrical Manufacturers Association (NEMA)
 - 8. National Fire Protection Association (NFPA)
 - 9. Uniform Plumbing Code (UPC)
 - 10. Occupational Safety & Health Act (OSHA)
 - 11. Plastic Pipe Institute (PPI)
 - 12. International Mechanical Code (IMC)
 - 13. International Building Code (IBC)
 - 14. International Energy Conservation Code (IECC)
 - 15. Requirements of the Serving Utility Company
 - 16. Local and State Codes and Ordinances

1.3 FEES AND PERMITS

GENERAL REQUIREMENTS OF PLUMBING AND HVAC

220000 - 2

- A. The Plumbing and Mechanical Contractors shall pay all fees and arrange all permits required for work done under their contract and under their supervision by subcontract.
- B. All usage contracts between the Owner and the serving utilities company, such as membership and usage charges or fees, etc., for the purpose of obtaining the services for the utility company shall be applied for and paid for by the Owner.

1.4 MATERIALS AND EQUIPMENT

- A. Manufacturer's trade names and catalog numbers listed are intended to indicate the quality of equipment or materials desired. Manufacturers not listed in the specification will be considered substitutions and must have prior approval.
- B. See Division 01 for Substitutions Procedures. Requests for substitution are to be submitted sufficiently ahead of the deadline, to give ample time for examination. Prior approval request for substitution must indicate the specific item or items to be furnished in lieu of those scheduled, together with complete technical and comparative data on scheduled items and items proposed for substitution.
- C. If the engineer approves any proposed substitution, the approved product will be listed in an addendum. Bidders shall not rely on approval made in any other manner.
- D. Mechanical equipment may be installed with manufacturer's standard finish and color except where specific color, finish or choice is indicated. If the manufacturer has no standard finish, equipment shall have a prime coat and two finish coats of gray enamel.
- E. High altitude operation: Capacity of all equipment is to be sized and manufactured to perform at the elevation of the project site. If not specifically indicated in the equipment schedule or in the specifications provide all required accessories and equipment for proper operation at elevation of the project site.
- F. This Contractor shall be responsible for materials and equipment installed under this contract. Contractor shall also be responsible for the protection of materials and equipment of others from damage as a result of his work.
- G. Manufactured material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless herein specified to the contrary.
- H. This Contractor shall make the required arrangement with General Contractor or Construction Manager for the introduction into the building of equipment too large to pass through finished openings.
- I. Store materials and equipment indoors at the job site or, if this is not possible, store on raised platforms and protect from the weather by means of waterproof covers. Coverings shall permit circulation of air around the materials to prevent condensation of moisture. Screen or cap openings in equipment to prevent the entry of vermin.

1.5 INTENT OF DRAWINGS

- A. The drawings are diagrammatic and do not necessarily show exact location of piping and ductwork unless specifically dimensioned. Riser and other diagrams are schematic and do not necessarily show the physical arrangement of the equipment. They shall not be used for obtaining lineal runs of piping or ductwork, nor shall they be used for shop drawings for piping and ductwork fabrication or ordering. Discrepancies shown on different plans, or between plans and actual field conditions shall be brought to the attention of the Architect/Engineer for resolution.

1.6 RESPONSIBILITY

- A. Plumbing and HVAC work shall conform to requirements of all divisions 22 and 23 specifications.
- B. The Plumbing and Mechanical Contractors shall be responsible for the installation of a satisfactory and complete system in accordance with the intent of the drawing and specifications. Provide, at no extra cost, all incidental items, materials, accessories and labor required for completion of the work even though they are not specifically mentioned or indicated on the drawings or in the specifications.
- C. The drawings do not attempt to show complete details of the building construction which affect the mechanical and plumbing installation; and reference is therefore required to the Architectural, Civil, Structural, Landscape and Electrical drawings and specifications and to shop drawings of all trades for additional details which affect the installation of the work covered under this Division of the Contract.
- D. Location of mechanical and plumbing system components shall be checked for conflicts with openings, structural members and components of other systems having fixed locations. In the event of any conflicts, the Architect/Engineer shall be consulted and their decision shall govern. Necessary changes shall be made at the Contractor's expense.
- E. Determine, and be responsible for, the proper location and character of inserts for hangers, chases, sleeves, and other openings in the construction required for the work, and obtain this information well in advance of the construction progress so work will not be delayed.
- F. Final location of inserts, hangers, etc., required for each installation, must be coordinated with facilities required for other installations to prevent interference.
- G. Take extreme caution not to install work that connects to equipment until such time as complete Shop Drawings of such equipment have been approved by the Architect/Engineer. Any work installed by the Contractor, prior to approval of Shop Drawings, will be at the Contractor's risk.
- H. All modifications and changes required due to installation of equipment other than the scheduled equipment shall be made at the contractor's expense.
- I. It shall be the responsibility of the installing contractor to coordinate changes to work by other trades that result from the installation of equipment other than the scheduled equipment.

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- J. If the provided equipment is heavier or larger than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required structural changes and pay for any and all associated cost.
- K. If the provided equipment has different motor characteristics or electrical requirements than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.
- L. If larger or additional electrical conduits, wire or breakers are required due to the installation of equipment other than the scheduled or specified equipment it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.
- M. If the provided equipment requires different fluid flow rates than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate all required changes including but not limited to pumps, piping, valves, etc and pay for any and all associated cost.
- N. At all times during the performance of this Contract, properly protect work from damage and protect the Owner's property from injury or loss. Make good any damage, injury or loss, except such as may be directly due to errors in the Bidding Documents or caused by Agents or Employees of the Owner. Adequately protect adjacent property as provided by law and the Bidding Documents. Provide and maintain passageways, guard fences, lights and other facilities for protection required by Public Authority or Local conditions.
- O. The Contractor shall be responsible for damages due to the work of their contractors, to the building or its contents, people, etc.

1.7 REVIEW

- A. All work and material is subject to review at any time by the Architect/Engineer or his representative. If the Architect/Engineer or his representative finds material that does not conform to these specifications or that is not properly installed or finished, correct the deficiencies in a manner satisfactory to the Architect/Engineer at the Contractor's expense.

1.8 WORKMANSHIP

- A. Work under this contract shall be performed by workmen skilled in the particular trade, including work necessary to properly complete the installation in a workmanlike manner to present a neat and finished appearance.
- B. Obtain Architect's/Engineer's approval before performing any cutting on structural members or patching of building surfaces. Any damage to the building or equipment by the Mechanical or Plumbing Contractor shall be the responsibility of the Mechanical or Plumbing Contractor and shall be repaired by skilled craftsmen of the trades involved at the Contractor's expense.

- C. Chases, openings, sleeves, hangers, anchors, recesses, equipment pads, framing for equipment, provided by others only if so noted on the drawings. Otherwise, they will be provided by the Mechanical or Plumbing Contractor for their work.

1.9 COORDINATION

- A. This Mechanical and Plumbing Contractors shall plan their work to proceed with a minimum interference with other trades and it shall be their responsibility to inform the General Contractor of all openings required in the building structure for installation of work, and to provide sleeves as required. Dimensions of equipment installed and/or provided by others shall be checked in order that correct clearances and connections may be made.
- B. In general, pipelines requiring gravity drainage shall be installed first, followed by ductwork, large piping mains and electrical conduit. The location fire protection piping and heads shall be coordinated with other trades to ensure that installations by other trades do not block heads.
- C. Leave sufficient space for the installation of insulation on piping and ductwork as specified. It is not acceptable to compress pipe or duct insulation for any reason.

1.10 CLEANING

- A. Keep the job site clean. The Mechanical and Plumbing Contractors shall remove all waste and rubbish associated with their work.
- B. Upon completion of work, remove materials, scraps and debris relative to plumbing and mechanical work and leave all spaces including tunnels, crawlspaces, pipe or duct chases and ceiling plenums clean and orderly.
- C. The Mechanical and Plumbing contractors will be responsible for cleaning the exterior and interior of all equipment prior to start-up. Once all equipment has been cleaned it shall be inspected by the Architect/Engineer prior to start-up.
- D. The Mechanical and Plumbing Contractors shall provide dust protection of existing materials and equipment as well as new materials and equipment for the duration of the project. Protect existing materials and equipment from damage for the duration of the project. Clean the exterior and interior of all existing equipment at the completion of the project.

1.11 TEMPORARY FACILITIES

- A. Offices
 - 1. The Mechanical and Plumbing Contractor must have the permission of the Owner and General Contractor or Construction Manager to install a temporary office/job trailer on the project site.
 - 2. Contractor shall completely remove his temporary installations when no longer needed and the premises shall be completely clean, disinfected, patched, and refinished to match adjacent areas.

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B. Ladders and Scaffolds

1. The Mechanical and Plumbing Contractors shall provide their own ladders, scaffolds, etc. of substantial construction for access to their work in various portions of the building as may be required. When no longer needed, they shall be removed by the Contractor.

C. Protection Devices

1. The Mechanical and Plumbing Contractors shall provide and maintain his own necessary barricades, fences, signal lights, etc., required by all governing authorities or shown on the drawings. When no longer needed, they shall be removed by the Contractor.

D. TEMPORARY FIRE PROTECTION

1. The Mechanical and Plumbing Contractors shall provide all necessary first aid hand fire extinguishers for Class A, B, C and special hazards as may exist in his own work area only in accordance with good and safe practice and as required by jurisdictional safety authority.

1.12 SUBMITTALS

- A. Submittals will be required for each piece of equipment, material or product as noted in the table below. All submittal shall be submitted, reviewed and all discrepancies addressed prior to ordering equipment or starting work. Any equipment ordered without having first completed the submittal process is done at the risk of the contractor. Any work performed prior to completing the submittal process is done at the risk of the contractor.

Specification Section	Product Data	Performance Data	Shop Drawing	Delegated Design	Wiring Diagram	Color Chart	Sustainability Compliance	Notes
220529	X			X				Provide Delegated Design per the requirements of this section
220553	X							
220716	X							
232300	X							
233713	X	X						
238127	X	X	X		X			

B. Submittal Definitions

1. **Product Data:** Provide manufacturers cut sheets that include general product information including but not limited to: Model Number, physical data, nominal capacities, rough-in requirements.
2. **Performance Data:** Provide detailed performance and capacities based on project specific requirements including but not limited to: flow rates, capacities, pressure loss,

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temperatures, fan curves, pump curves, part load performance, sound data, and electrical characteristics.

3. Shop Drawings: Provide detailed drawings of the equipment showing overall dimensions, location of electrical and piping connection, location of anchorage points, location of electrical and control panels, and all operating, service and maintenance clearances.
4. Delegated Design: Provide detailed drawings prepared and stamped by a registered Professional Engineer that detail pertinent design criteria, the materials and products to be installed and the required installation locations.
5. Wiring Diagram: Provide diagrams that identify and detail required field wiring.
6. Color Chart: Provide a physical color chart of material samples required for selection of equipment colors.
7. Sustainability Compliance: Provide literature that indicated a products compliance with LEED or Green Globes. See Division 01 for additional information and requirements.

C. Submittal Formats:

1. Include the following information with each submittal:
 - a. Project Name
 - b. Submittal Date
 - c. Name of Architect
 - d. Name of Engineer
 - e. Name of General Contractor or Construction Manager
 - f. Name of Sub-Contractor
 - g. Name of firm or entity that prepared the submittal
 - h. Unique Submittal Number
 - i. Type of Submittal
 - j. Specification Section
 - k. Name or Mark of equipment or material and detail or drawings reference.
2. All Submittal with the exception of color charts or material samples shall be electronically transmitted PDFs.

D. Submittal Requirements

1. Submittals shall be submitted as a complete specification section. The submittal must include all materials and equipment for that specification section. Submittals for individual materials or equipment will be rejected without review.
2. Submittals shall be complete, clearly show item used, size, dimensions, capacity, rough in, etc., as required for complete check and installation. Manufacturer's literature showing more than one item shall be clearly marked as to which item is being furnished or it will be rejected and returned without review.
3. Each submittal shall be thoroughly checked by the Contractor for compliance with the Contract Document requirements, accuracy of dimensions, relationship to the work of other trades, and conformance with sound, safe practices as to erection and installation.

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Each submittal shall then bear a stamp evidencing such checking and shall show corrections made, if any. Submittals requiring extensive corrections shall be revised before submission. Each submittal not stamped and signed by the Contractor evidencing such checking will be rejected and returned without review.

4. On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
5. Review of the shop drawings and literature by the engineer shall not relieve the contractor for responsibility for deviations for the drawings or specifications, nor shall it relieve the contractor from responsibility for errors in the shop drawings or literature. It is the responsibility of the contractor to provide materials and equipment which meet the specifications and job requirements.

1.13 OPERATION AND MAINTENANCE MANUALS

- A. Operation and Maintenance Manuals (O&M Manuals) shall contain:
 1. Names and contact information for the Project Architect, Project Engineer.
 2. Names and contact information for the General Contractor or Construction Manager.
 3. Names and contact information for sub-contractors.
 4. Installation, maintenance and operating instructions for each piece of equipment.
 5. Parts lists
 6. Wiring Diagrams
 7. Equipment Start-up and inspection certificates
 8. Test and Balance Reports
 9. Commissioning Reports
 10. Copies of Equipment Warranties
 11. Copies of Submittals
 12. Record Drawings.
- B. Prior to substantial completion submit an electronic copy of the O&M manual in PDF format to the Architect, Engineer and Owner for Review and approval. The PDF shall be one file with an index and hyperlinks to each section. Individual bound PDFs without automated navigation will be rejected. All O&M data shall be grouped by the equipment type and ordered by the specification numbering.
- C. Prior to final payment a final electronic copy of the O&M manual on an archival quality DVD as well as two printed copies shall be furnished to the owner. Printed copies shall have commercial quality 8-1/2" x 11" 3-ring binders with tabbed dividers for each section.

1.14 AS-BUILT RECORD DRAWINGS

- A. The Contractor shall furnish to the Owner and Architect/Engineer a marked print showing the location of all concealed or underground pipe or conduit runs and other equipment installed

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other than as shown on the drawings. Dimension underground lines from established building lines. Indicate all installed pull boxes in conduit runs.

- B. The Contractor shall furnish to the Architect/Engineer a marked print showing the location of all mechanical equipment, plumbing fixtures, piping, ductwork, diffusers, grilles, etc. The location of any item which deviates from the bid documents shall be accurately drawn and dimensioned.
- C. All underground piping and ductwork shall be dimensioned from nearest column and/or exterior walls. The location of all maintenance related items such as duct access doors, fire dampers, isolation valves, filters, etc., shall be highlighted on as built drawing.

1.15 PLACING SYSTEM INTO OPERATION

- A. Prior to starting of equipment the Mechanical of Plumbing Contractor shall thoroughly inspect the installation and any work completed by other trades and subcontractors to verify compliance with the contract documents.
- B. Start-up of all HVAC equipment shall be completed by factory trained representatives. At the completion of start-up, the factory representative shall submit to the architect and engineer, a start-up report that indicates any problems encountered, potential problems including installation issues, adjustments made or required to be made to ensure proper operation. Any installation deficiencies identified shall be corrected at no additional cost to the owner.

1.16 OWNER TRAINING

- A. General
 - 1. 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 commissioning have been resolved, and before final acceptance.
 - 2. Provide second set of training sessions for automatic control systems about 6-9 months after the first sessions.
- B. Systems Requiring Training
 - 1. All mechanical, electrical, safety, standby, and automatic control systems in the project, and other systems specified elsewhere to have training.
- C. Attendance:
 - 1. Training is to be provided by contractor's representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) are to be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. The trades groups and systems typically requiring training are:
 - a. HVAC & Refrigeration (Hydronic and or steam heating systems, refrigeration, chilled water, packaged cooling systems, fan systems, controls)
 - b. Plumbers (Domestic and Sanitary Plumbing, gas-fired heating, miscellaneous process piping systems)

D. Schedule:

1. 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 on different days. Length of training sessions will be determined by scope of training indicated below, and as coordinated with Owner after draft copy of training documents have been reviewed.

E. Training Documentation:

1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
 - a. Training agenda.
 - b. Summary of new systems and existing systems affected by this project.
 - c. Summary of work performed under this project.
 - d. Control system drawings and sequences of operation.
 - e. List of important maintenance and trouble-shooting operations for all systems.
3. Provide minimum of 2 copies of following items:
 - a. Contract documents including all drawings, specifications, addendums, and change orders.

F. Training Sessions:

1. Assemble at location to be determined by the Owner.
2. Distribute training documentation as indicated above.
3. 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.
4. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

1.17 WARRANTY

- A. The Contractor shall guarantee that all materials and labor installed are new and of first quality and that any material or labor found defective shall be replaced without cost to the Owner within one (1) year after substantial completion of the Contract or one (1) full season of heating and cooling operation, whichever is the greater. The guarantee shall list the date of the beginning of the one (1) year period, which shall be the date that the Substantial Completion Certificate is issued.
- B. Any damage to the building, caused by defective work or material of the Contractor within the above-mentioned period, shall be satisfactorily repaired without cost to the Owner.
- C. The guarantee does not include maintenance of equipment. The Owner shall accept full responsibility for proper operation and maintenance of equipment immediately upon substantial completion and occupancy of the building.
- D. Final acceptance by the Owner will not occur until all operating instructions are mounted in Equipment Rooms and Operating Personnel thoroughly indoctrinated in the operation of all mechanical equipment by the Contractor.

- E. No equipment installed as part of this project shall be used for temporary heat during construction.

END OF SECTION 220000

SECTION 220500 - GENERAL PROVISION OF PLUMBING AND HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the following:
 - 1. Alignment Guides and Anchors
 - 2. Dielectric Fittings
 - 3. Pipe Sleeves
 - 4. Sleeve Seals Systems for Piping
 - 5. Silicone Sealant
 - 6. Escutcheons for Piping
 - 7. Floor Plates

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for Submittal requirements.

1.3 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe and Pressure-Vessel Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

1.4 PERFORMANCE REQUIREMENTS

- A. Compatibility: Products shall be suitable for piping service fluids, materials, working pressures, and temperatures.
- B. Capability: Products to absorb 200 percent of maximum axial movement between anchors.

PART 2 - PRODUCTS

2.1 ALIGNMENT GUIDES AND ANCHORS

- A. Alignment Guides

1. Description: Steel, factory-fabricated alignment guide, with bolted two-section outer cylinder and base for attaching to structure; with two-section guiding slider for bolting to pipe.

B. Anchor Materials:

1. Steel Shapes and Plates: ASTM A 36/A 36M.
2. Bolts and Nuts: ASME B18.10 or ASTM A 183, steel hex head.
3. Washers: ASTM F 844, steel, plain, flat washers.
4. Mechanical Fasteners: Insert-wedge-type stud with expansion plug anchor for use in hardened portland cement concrete, with tension and shear capacities appropriate for application.
 - a. Stud: Threaded, zinc-coated carbon steel.
 - b. Expansion Plug: Zinc-coated steel.
 - c. Washer and Nut: Zinc-coated steel.
5. Chemical Fasteners: Insert-type stud, bonding-system anchor for use with hardened portland cement concrete, with tension and shear capacities appropriate for application.
 - a. Bonding Material: ASTM C 881/C 881M, Type IV, Grade 3, two-component epoxy resin suitable for surface temperature of hardened concrete where fastener is to be installed.
 - b. Stud: ASTM A 307, zinc-coated carbon steel with continuous thread on stud, unless otherwise indicated.
 - c. Washer and Nut: Zinc-coated steel.

2.2 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 1. Dielectric Unions are not allowed.
- C. Dielectric Flanges:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Capitol Manufacturing Company; member of the Phoenix Forge Group.
 - b. Central Plastics Company.
 - c. Matco-Norca.
 - d. Watts; a division of Watts Water Technologies, Inc.
 - e. Wilkins; a Zurn company.
 2. Standard: ASSE 1079.
 3. Factory-fabricated, bolted, companion-flange assembly.
 4. Pressure Rating: 175 psig.

5. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric-Flange Insulating Kits:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
2. Nonconducting materials for field assembly of companion flanges.
3. Pressure Rating: 150 psig.
4. Gasket: Neoprene or phenolic.
5. Bolt Sleeves: Phenolic or polyethylene.
6. Washers: Phenolic with steel backing washers.

E. PEX Dielectric Separator:

1. Description: 6" long section of pex piping shall be installed between dis-similar piping materials.
2. Pipe Material: PEX plastic according to ASTM F 876.
3. Oxygen Barrier: O₂ permeability ≤ 0.32 mg/m²/day in accordance with DIN 4726.
4. Fittings: ASTM F 1960, cold expansion fittings and reinforcing rings.
5. Pressure/Temperature Rating: Minimum 100 psig and 180 deg F.

2.3 SLEEVES

- A. Galvanized-Steel Sheet Pipe Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.4 SLEEVE-SEAL SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Advance Products & Systems, Inc.
 2. CALPICO, Inc.
 3. GPT; an EnPro Industries company.
 4. Metraflex Company (The).
- B. Description:
 1. Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 2. Designed to form a hydrostatic seal of 20-psig.
 3. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size.
 4. Pressure Plates: Composite plastic.

- 5. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.5 SILICONE SEALANTS

- A. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT. Grade P Pourable (self-leveling) formulation is for opening in floors and other horizontal surfaces that are not fire rated.

2.6 ESCUTCHEONS

- A. One-Piece, Cast-Brass Type: With polished, chrome-plated finish and setscrew fastener.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.
- C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

2.7 FLOOR PLATES

- A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.

PART 3 - EXECUTION

3.1 EXPANSION JOINT INSTALLATION

- A. Install expansion joints of sizes matching sizes of piping in which they are installed.
- B. Install expansion joint per the manufacture's written instructions.

3.2 ALIGNMENT-GUIDE AND ANCHOR INSTALLATION

- A. Install alignment guides to guide expansion and to avoid end-loading and torsional stress.
- B. Install two guide(s) on each side of pipe expansion fittings and loops. Install guides nearest to expansion joint not more than four (4) pipe diameters from expansion joint.
- C. Attach guides to pipe, and secure guides to building structure.
- D. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- E. Anchor Attachments:

1. Anchor Attachment to Steel Pipe: Attach by welding. Comply with ASME B31.9 and ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 2. Anchor Attachment to Copper Tubing: Attach with pipe hangers. Use MSS SP-69, Type 24; U bolts bolted to anchor.
- F. Fabricate and install steel anchors by welding steel shapes, plates, and bars. Comply with ASME B31.9 and AWS D1.1/D1.1M.
1. Anchor Attachment to Steel Structural Members: Attach by welding.
 2. Anchor Attachment to Concrete Structural Members: Attach by fasteners. Follow fastener manufacturer's written instructions.
- G. Use grout to form flat bearing surfaces for guides and anchors attached to concrete.

3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Install Dielectric fittings per the manufacturers written instructions.
- C. Install pipe hangers immediately upstream and downstream of dielectric fittings.
- D. Install isolation valves immediately upstream and downstream of dielectric fittings.
- E. Dielectric Fittings for NPS 2 and Smaller: PEX Dielectric Separator.
- F. Dielectric Fittings for NPS 2-1/2 and Larger: Dielectric Flange.

3.4 SLEEVE INTALLATION

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
 2. Using silicone sealant, seal space outside of sleeves in slabs and walls without sleeve-seal system.
- D. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke-Barrier Penetrations: Maintain indicated fire or smoke rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials. Comply with

requirements for firestopping and fill materials specified in Section 078413 "Penetration Firestopping."

3.5 SLEEVE-SEALS SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls at piping entries into building.
- B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal-system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.6 SLEEVE-SEAL SCHEDULE

- A. Use sleeve and sleeve-seals for the following piping-penetration applications:
 - 1. Exterior Concrete Walls Above Grade: Galvanized-Steel Sheet Pipe Sleeves with Sleeve-seal system
 - 2. Exterior Concrete Walls Below Grade: Galvanized-Steel Sheet Pipe Sleeves with Sleeve-seal system
 - 3. Interior or Exterior Concrete Slabs-on-Grade: Sleeve not required.
 - 4. Interior Concrete Slabs Above Grade: Galvanized-Steel Sheet Pipe Sleeves with Silicone Sealant or Fire calk
 - 5. Interior Partitions: Sleeve not require – fire calk penetrations of rated assemblies.

3.7 ESCUTCHEON INSTALLATION

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

3.8 FLOOR PLATE INSTALLATION

- A. Install floor plates for piping penetrations of equipment-room floors.
- B. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

END OF SECTION 220500

SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING AND HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Thermal-hanger shield inserts.
4. Fastener systems.
5. Pipe positioning systems.
6. Equipment supports.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design:** Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance:** Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 3. Design seismic-restraint hangers and supports for piping and equipment.

1.3 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.**
- B. Shop Drawings:** Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:
1. Trapeze pipe hangers.
 2. Equipment supports.

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- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Carbon-Steel Pipe Hangers and Supports:
 - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
 - 2. Galvanized Metallic Coatings: Pre-galvanized or hot dipped.
 - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
 - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
 - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
- B. Copper Pipe Hangers:
 - 1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
 - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Insulation-Insert Material for Cold Piping: ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.
- B. Insulation-Insert Material for Hot Piping: ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.
- C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

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- D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 PIPE POSITIONING SYSTEMS

- A. Description: IAPMO PS 42, positioning system of metal brackets, clips, and straps for positioning piping in pipe spaces; for plumbing fixtures in commercial applications.

2.6 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

2.7 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

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- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Pipe Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.
- F. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- I. Install lateral bracing with pipe hangers and supports to prevent swaying.
- J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- M. Insulated Piping:
 - 1. Attach clamps and spacers to piping.

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- a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
5. Pipes NPS 8 and Larger: Include wood or reinforced calcium-silicate-insulation inserts of length at least as long as protective shield.
6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

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- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Section 099113 "Exterior Painting.", Section 099123 "Interior Painting.", Section 099600 "High-Performance Coatings."
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

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- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use copper-plated pipe hangers and copper attachments for copper piping and tubing.
- G. Use padded hangers for piping that is subject to scratching.
- H. Use thermal-hanger shield inserts for insulated piping and tubing.
- I. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of non-insulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of non-insulated, stationary pipes NPS 1/2 to NPS 8.
 - 5. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
 - 6. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
 - 7. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
 - 8. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
 - 9. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
- J. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- K. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- L. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.

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2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- M. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- N. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
 2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
 3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
- O. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.
- Q. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 220529

SECTION 220553 - IDENTIFICATION FOR PLUMBING AND HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
 - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
 - 2. Letter Color: White
 - 3. Background Color: Black
 - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 - 6. Minimum Letter Size: 1/4 inch For name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
 - 7. Fasteners: Stainless-steel rivets or self-tapping screws.
 - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.

2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.

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- B. Letter Color: White
- C. Background Color: Red
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information plus emergency notification instructions.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1/2 inch for viewing distances up to 72 inches and proportionately larger lettering for greater viewing distances.

PART 3 - EXECUTION

3.1 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

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3.2 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
1. Near each valve and control device.
 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 3. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 5. Near major equipment items and other points of origination and termination.
 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Pipe Label Color Schedule:
1. Compressed Air Piping:
 - a. Background: Blue
 - b. Letter Colors: White
 2. Natural Gas Piping:
 - a. Background: Yellow
 - b. Letters: Black:
 3. Domestic Water Piping:
 - a. Background: Green
 - b. Letter Colors: White
 4. Sanitary Waste and Storm Drainage Piping:
 - a. Background Color: Black
 - b. Letter Color: White
 5. Heating Water Piping:
 - a. Background Color: Green
 - b. Letter Color: White
 6. Heat Pump Water Piping:
 - a. Background Color: Green
 - b. Letter Color: White
 7. Condenser Water Piping
 - a. Background Color: Green
 - b. Letter Color: White

END OF SECTION 220553

SECTION 220716 – PLUMBING AND HVAC EQUIPMENT AND PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating requirements for equipment, piping:

1.2 SUBMITTALS

- A. See section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Equipment Insulation Schedule" "Piping Insulation Schedule," and "Duct Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Aeroflex USA, Inc.
 - b. Armacell LLC.
 - c. K-Flex USA.
- G. Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Johns Manville; a Berkshire Hathaway company.
 - b. Knauf Insulation.
 - c. Owens Corning.
 - 2. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 INSULATING CEMENTS

- A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- D. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
 - 1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: 60 percent by volume and 66 percent by weight.
 - 4. Color: White.

2.5 SEALANTS

- A. Metal Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.
- B. ASJ Flashing Sealants, and PVC Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.

2.7 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; paintable; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Johns Manville; a Berkshire Hathaway company.
 - b. P.I.C. Plastics, Inc.
 - c. Proto Corporation.
 - d. Speedline Corporation.
 2. Adhesive: As recommended by jacket material manufacturer.
 3. Color: Paintable White or as Specified by Architect.
 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
- C. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Childers Brand; H. B. Fuller Construction Products.
 - b. ITW Insulation Systems; Illinois Tool Works, Inc.
 - c. RPR Products, Inc.
 2. Sheet and roll stock ready for shop or field sizing or factory cut and rolled to size.
 3. Finish and thickness are indicated in field-applied jacket schedules.
 4. Moisture Barrier for Outdoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper or 2.5-mil-thick polysurlyn.
 5. Factory-Fabricated Fitting Covers:
 - a. Same material, finish, and thickness as jacket.
 - b. Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - c. Tee covers.
 - d. Flange and union covers.
 - e. End caps.
 - f. Beveled collars.
 - g. Valve covers.
 - h. Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

2.8 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
 - 1. Width: 2 inches.
 - 2. Thickness: 6 mils.
 - 3. Adhesion: 64 ounces force/inch in width.
 - 4. Elongation: 500 percent.
 - 5. Tensile Strength: 18 lbf/inch in width.
- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 - 1. Width: 2 inches.
 - 2. Thickness: 3.7 mils.
 - 3. Adhesion: 100 ounces force/inch in width.
 - 4. Elongation: 5 percent.
 - 5. Tensile Strength: 34 lbf/inch in width.

2.9 SECUREMENTS

- A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal or closed seal.
- B. Insulation Pins and Hangers:
 - 1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place.
 - a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
 - 2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- D. Wire: 0.062-inch soft-annealed, stainless steel.

2.10 CORNER ANGLES

- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.
- B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item as specified in insulation schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.

- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.

2. Testing agency labels and stamps.
3. Nameplates and data plates.
4. Manholes.
5. Handholes.
6. Cleanouts.

- Q. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

3.3 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

F. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.5 INSTALLATION OF MINERAL-FIBER PREFORMED PIPE INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.

3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Fittings, Joints and Couplings:

1. All piping fittings shall be insulated by filling the total void over all fittings between straight runs of pipe insulation with thermal insulating wool, forming a uniform insulation thickness equal to, or exceeding, the adjacent pipe insulation.
2. Finish all insulated pipe fittings by applying PVC fitting covers overlapping the adjacent pipe insulation outer covering.
3. For hot service piping (105F and above), secure the PVC fitting covers stainless steel tack fasteners.
4. For cold service piping (60F and below), seal the ends of the adjacent pipe insulation with vapor barrier mastic, ensure that the PVC fitting cover overlaps the adjacent pipe insulation jacket by 2" minimum and secure PVC fitting covers to adjacent pipe insulation with 2" wide PVC Tape.
5. Fitting covers for grooved piping systems shall be the type specifically manufactured for grooved piping systems.

3.6 INSULATION INSTALLATION ON VALVES AND PIPE SPECIALTIES

A. Install removable insulation covers on all valves and specialties 1-1/2" and larger.

1. Valves, Strainers, and Unions 1-1/2 – 2 NPS: "No Sweat" re-usable valve covers or approved equal product.
2. Valves, Strainers and Unions 2-1/2" and larger use removable insulation jackets from Thermaxx or prior approved manufacturer.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

B. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

C. Where underground direct-buried jacket are indicated, install per the manufacturers instructions.

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3.8 FINISHES

- A. Insulation with ASJ or Other Paintable Jacket Material and where Required: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
 - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Do not field paint aluminum or PVC jacketing.

3.9 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect field-insulated equipment, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.10 PIPING INSULATION SCHEDULE

- A. Insulation materials and thicknesses for Plumbing and HVAC piping are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option.

Application	Nominal Pipe Size	Insulation Type	Insulation Conductivity (Btu x in) / (hr x ft ² x F)	Insulation Thickness (in)	Vapor Barrier	Factory Installed Jacket Type
Low Pressure Steam (up to 15 psi)	½-4 NPS	Glass Fiber	0.27	2-1/2	No	ASJ

Gravity Steam Condensate	1/2 - 1-1/2 NPS	Glass Fiber	0.27	1-1/2	No	ASJ
Gravity Steam Condensate	2-12 NPS	Glass Fiber	0.27	2	No	ASJ

3.11 FIELD APPLIED JACKETING SCHEDULE

- A. Field applied jackets for Plumbing and HVAC piping are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option.

Application	Installation Location	Field Applied Jacketing
Hydronic Piping	Indoors	PVC when piping is exposed and within 7ft of the floor.

END OF SECTION 220716

SECTION 221316 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe, tube, and fittings.
 - 2. Specialty pipe fittings.

1.2 ACTION SUBMITTALS

- A. See section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
 - 1. Soil, Waste, and Vent Piping: 10-foot head of water.
- B. Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7. See section 220548 "Vibration and Seismic Controls for Plumbing and HVAC Piping and Equipment"

2.2 PIPING MATERIALS

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.3 COPPER TUBE AND FITTINGS

- A. Copper Type DWV Tube: ASTM B 306, drainage tube, drawn temper.
- B. Copper Drainage Fittings: ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings.
- C. Copper Pressure Fittings:

1. Copper Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
 2. Copper Unions: MSS SP-123, copper-alloy, hexagonal-stock body with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.
- D. Copper Flanges: ASME B16.24, Class 150, cast copper with solder-joint end.
1. Flange Gasket Materials: ASME B16.21, full-face, flat, nonmetallic, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 2. Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- E. Solder: ASTM B 32, lead free with ASTM B 813, water-flushable flux.

2.4 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
2. Unshielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C 1173.
 - b. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. End Connections: Same size as and compatible with pipes to be joined.
 - d. Sleeve Materials:
 - 1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 3) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
3. Shielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C 1460.
 - b. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. End Connections: Same size as and compatible with pipes to be joined.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
 2. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- K. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends.
1. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical.
 2. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe.
 - a. Straight tees, elbows, and crosses may be used on vent lines.
 3. Do not change direction of flow more than 90 degrees.
 4. Use proper size of standard increasers and reducers if pipes of different sizes are connected.
 - a. Reducing size of waste piping in direction of flow is prohibited.
- L. Install aboveground copper tubing according to CDA's "Copper Tube Handbook."
- M. Plumbing Specialties:
1. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary waste gravity-flow piping.

- a. Comply with requirements for cleanouts specified in Section 221319 "Sanitary Waste Piping Specialties."
 - N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
 - O. Install sleeves for piping penetrations of walls, ceilings, and floors.
 - 1. Comply with requirements for sleeves specified in Section 220500 "General Provisions of Plumbing and HVAC."
 - P. Install sleeve seals for piping penetrations of concrete walls and slabs.
 - 1. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
 - Q. Install escutcheons for piping penetrations of walls, ceilings, and floors.
 - 1. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."
- 3.2 JOINT CONSTRUCTION
- A. Join copper tube and fittings with soldered joints according to ASTM B 828. Use ASTM B 813, water-flushable, lead-free flux and ASTM B 32, lead-free-alloy solder.
- 3.3 SPECIALTY PIPE FITTING INSTALLATION
- A. Transition Couplings:
 - 1. Install transition couplings at joints of piping with small differences in ODs.
 - 2. In Waste Drainage Piping: **[Unshielded]** **[Shielded]**, nonpressure transition couplings.
- 3.4 VALVE INSTALLATION
- A. Comply with requirements in Section 220523.12 "Ball Valves for Plumbing Piping," Section 220523.13 "Butterfly Valves for Plumbing Piping," Section 220523.14 "Check Valves for Plumbing Piping," and Section 220523.15 "Gate Valves for Plumbing Piping" for general-duty valve installation requirements.
 - B. Shutoff Valves:
 - 1. Install shutoff valve on each sewage pump discharge.
 - 2. Install gate or full-port ball valve for piping NPS 2 and smaller.
 - 3. Install gate valve for piping NPS 2-1/2 and larger.
 - C. Check Valves: Install swing check valve, between pump and shutoff valve, on each sewage pump discharge.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing and HVAC Piping and Equipment."
- B. Comply with requirements for pipe hanger and support devices and installation specified in Section 220529 "Hangers and Supports for Plumbing and HVAC Piping and Equipment."
 - 1. Vertical Piping: MSS Type 8 or Type 42, clamps.
 - 2. Install individual, straight, horizontal piping runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
 - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 - 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support horizontal piping and tubing within 12 inches of each fitting, valve, and coupling.
- D. Support vertical piping and tubing at base and at each floor.
- E. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.
- F. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 1-1/2 and NPS 2: 60 inches with 3/8-inch rod.
 - 2. NPS 3: 60 inches with 1/2-inch rod.
 - 3. NPS 4 and NPS 5: 60 inches with 5/8-inch rod.
 - 4. NPS 6 and NPS 8: 60 inches with 3/4-inch rod.
 - 5. NPS 10 and NPS 12: 60 inches with 7/8-inch rod.
 - 6. Spacing for 10-foot lengths may be increased to 10 feet. Spacing for fittings is limited to 60 inches.
- G. Install supports for vertical cast-iron soil piping every 15 feet.
- H. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 1-1/4: 72 inches with 3/8-inch rod.
 - 2. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
 - 3. NPS 2-1/2: 108 inches with 1/2-inch rod.
 - 4. NPS 3 and NPS 5: 10 feet with 1/2-inch rod.
 - 5. NPS 6: 10 feet with 5/8-inch rod.
 - 6. NPS 8: 10 feet with 3/4-inch rod.
- I. Install supports for vertical copper tubing every 10 feet.
- J. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.
2. NPS 3: 48 inches with 1/2-inch rod.
3. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.
4. NPS 6 and NPS 8: 48 inches with 3/4-inch rod.
5. NPS 10 and NPS 12: 48 inches with 7/8-inch rod.

- K. Install supports for vertical PVC piping every 48 inches.
- L. Support piping and tubing not listed above according to MSS SP-58 and manufacturer's written instructions.

3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect waste and vent piping to the following:
1. Plumbing Fixtures: Connect waste piping in sizes indicated, but not smaller than required by plumbing code.
 2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
 3. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.
 4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
 5. Equipment: Connect waste piping as indicated.
 - a. Provide shutoff valve if indicated and union for each connection.
 - b. Use flanges instead of unions for connections NPS 2-1/2 and larger.
- D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.
- E. Make connections according to the following unless otherwise indicated:
1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.7 IDENTIFICATION

- A. Identify exposed sanitary waste and vent piping.
- B. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing and HVAC Piping and Equipment."

3.8 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 - 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Re-inspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for re-inspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test sanitary waste and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
 - 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.
 - a. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 - 2. Leave uncovered and unconcealed new, altered, extended, or replaced waste and vent piping until it has been tested and approved.
 - a. Expose work that was covered or concealed before it was tested.
 - 3. Roughing-in Plumbing Test Procedure: Test waste and vent piping except outside leaders on completion of roughing-in.
 - a. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water.
 - b. From 15 minutes before inspection starts to completion of inspection, water level must not drop.
 - c. Inspect joints for leaks.
 - 4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight.
 - a. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg.
 - b. Use U-tube or manometer inserted in trap of water closet to measure this pressure.
 - c. Air pressure must remain constant without introducing additional air throughout period of inspection.
 - d. Inspect plumbing fixture connections for gas and water leaks.
 - 5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 - 6. Prepare reports for tests and required corrective action.

3.9 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Place plugs in ends of uncompleted piping at end of day and when work stops.
- C. Repair damage to adjacent materials caused by waste and vent piping installation.

3.10 PIPING SCHEDULE

- A. Piping system materials are identified in the table below. If more than one material is listed, selection from the materials listed is at the Contractor's option.

Application	Location	Size	Material	Fittings
Condensate Drain	Above Grade	All	PVC	Solvent Joint

END OF SECTION 221316

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Refrigerant pipes and fittings.
 - 2. Refrigerant piping valves and specialties.
 - 3. Refrigerants.

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC"
- B. Shop Drawings:
 - 1. Show piping size and piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
 - 2. Show interface and spatial relationships between piping and equipment.
 - 3. Shop Drawing Scale: 1/4 inch equals 1 foot or 1/8 in equal 1 foot.

1.3 QUALITY ASSURANCE

- A. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- B. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-134a:
 - 1. Suction Lines for Air-Conditioning Applications: 115 psig.
 - 2. Suction Lines for Heat-Pump Applications: 225 psig.
 - 3. Hot-Gas and Liquid Lines: 225 psig.
- B. Line Test Pressure for Refrigerant R-407C:
 - 1. Suction Lines for Air-Conditioning Applications: 230 psig.
 - 2. Suction Lines for Heat-Pump Applications: 380 psig.

3. Hot-Gas and Liquid Lines: 380 psig.

C. Line Test Pressure for Refrigerant R-410A:

1. Suction Lines for Air-Conditioning Applications: 300 psig.
2. Suction Lines for Heat-Pump Applications: 535 psig.
3. Hot-Gas and Liquid Lines: 535 psig.

2.2 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8/A5.8M.
- F. Flexible Connectors:
 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
 2. End Connections: Socket ends.
 3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inch-long assembly.
 4. Working Pressure Rating: Factory test at minimum 500 psig.
 5. Maximum Operating Temperature: 250 deg F.

2.3 VALVES AND SPECIALTIES

- A. Diaphragm Packless Valves:
 1. Body and Bonnet: Forged brass or cast bronze; globe design with straight-through or angle pattern.
 2. Diaphragm: Phosphor bronze and stainless steel with stainless-steel spring.
 3. Operator: Rising stem and hand wheel.
 4. Seat: Nylon.
 5. End Connections: Socket, union, or flanged.
 6. Working Pressure Rating: 500 psig.
 7. Maximum Operating Temperature: 275 deg F.
- B. Packed-Angle Valves:
 1. Body and Bonnet: Forged brass or cast bronze.
 2. Packing: Molded stem, back seating, and replaceable under pressure.
 3. Operator: Rising stem.
 4. Seat: Nonrotating, self-aligning polytetrafluoroethylene.
 5. Seal Cap: Forged-brass or valox hex cap.
 6. End Connections: Socket, union, threaded, or flanged.

7. Working Pressure Rating: 500 psig.
 8. Maximum Operating Temperature: 275 deg F.
- C. Check Valves:
1. Body: Ductile iron, forged brass, or cast bronze; globe pattern.
 2. Bonnet: Bolted ductile iron, forged brass, or cast bronze; or brass hex plug.
 3. Piston: Removable polytetrafluoroethylene seat.
 4. Closing Spring: Stainless steel.
 5. Manual Opening Stem: Seal cap, plated-steel stem, and graphite seal.
 6. End Connections: Socket, union, threaded, or flanged.
 7. Maximum Opening Pressure: 0.50 psig.
 8. Working Pressure Rating: 500 psig.
 9. Maximum Operating Temperature: 275 deg F.
- D. Service Valves:
1. Body: Forged brass with brass cap including key end to remove core.
 2. Core: Removable ball-type check valve with stainless-steel spring.
 3. Seat: Polytetrafluoroethylene.
 4. End Connections: Copper spring.
 5. Working Pressure Rating: 500 psig.
- E. Solenoid Valves: Comply with AHRI 760 and UL 429; listed and labeled by a National Recognized Testing Laboratory (NRTL).
1. Body and Bonnet: Plated steel.
 2. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 3. Seat: Polytetrafluoroethylene.
 4. End Connections: Threaded.
 5. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter, and 24, 115, or 208-V ac coil as required by the installation.
 6. Working Pressure Rating: 400 psig.
 7. Maximum Operating Temperature: 240 deg F.
- F. Safety Relief Valves: Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.
1. Body and Bonnet: Ductile iron and steel, with neoprene O-ring seal.
 2. Piston, Closing Spring, and Seat Insert: Stainless steel.
 3. Seat: Polytetrafluoroethylene.
 4. End Connections: Threaded.
 5. Working Pressure Rating: 400 psig.
 6. Maximum Operating Temperature: 240 deg F.
- G. Thermostatic Expansion Valves: Comply with AHRI 750.
1. Body, Bonnet, and Seal Cap: Forged brass or steel.
 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 3. Packing and Gaskets: Non-asbestos.
 4. Capillary and Bulb: Copper tubing filled with refrigerant charge.
 5. Suction Temperature: 40 deg F.
 6. Superheat: Adjustable.
 7. Reverse-flow option (for heat-pump applications).
 8. End Connections: Socket, flare, or threaded union.
 9. Working Pressure Rating: 700 psig.

- H. Hot-Gas Bypass Valves: Comply with UL 429; listed and labeled by an NRTL.
 - 1. Body, Bonnet, and Seal Cap: Ductile iron or steel.
 - 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 - 3. Packing and Gaskets: Non-asbestos.
 - 4. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 - 5. Seat: Polytetrafluoroethylene.
 - 6. Equalizer: Internal or External.
 - 7. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter and 24, 115, or 208-V ac coil as required for the application.
 - 8. End Connections: Socket.
 - 9. Set Pressure: Field Verify.
 - 10. Throttling Range: Maximum 5 psig.
 - 11. Working Pressure Rating: 500 psig.
 - 12. Maximum Operating Temperature: 240 deg F.

- I. Straight-Type Strainers:
 - 1. Body: Welded steel with corrosion-resistant coating.
 - 2. Screen: 100-mesh stainless steel.
 - 3. End Connections: Socket or flare.
 - 4. Working Pressure Rating: 500 psig.
 - 5. Maximum Operating Temperature: 275 deg F.

- J. Angle-Type Strainers:
 - 1. Body: Forged brass or cast bronze.
 - 2. Drain Plug: Brass hex plug.
 - 3. Screen: 100-mesh monel.
 - 4. End Connections: Socket or flare.
 - 5. Working Pressure Rating: 500 psig.
 - 6. Maximum Operating Temperature: 275 deg F.

- K. Moisture/Liquid Indicators:
 - 1. Body: Forged brass.
 - 2. Window: Replaceable, clear, fused glass window with indicating element protected by filter screen.
 - 3. Indicator: Color coded to show moisture content in parts per million (ppm).
 - 4. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
 - 5. End Connections: Socket or flare.
 - 6. Working Pressure Rating: 500 psig.
 - 7. Maximum Operating Temperature: 240 deg F.

- L. Replaceable-Core Filter Dryers: Comply with AHRI 730.
 - 1. Body and Cover: Painted-steel shell with ductile-iron cover, stainless-steel screws, and neoprene gaskets.
 - 2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
 - 3. Desiccant Media: High moisture capacity.
 - 4. Designed for reverse flow (for heat-pump applications).
 - 5. End Connections: Socket.
 - 6. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
 - 7. Working Pressure Rating: 500 psig.
 - 8. Maximum Operating Temperature: 240 deg F.

- M. Permanent Filter Dryers: Comply with AHRI 730.

1. Body and Cover: Painted-steel shell.
2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
3. Desiccant Media: High Moisture capacity.
4. Designed for reverse flow (for heat-pump applications).
5. End Connections: Socket.
6. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
7. Working Pressure Rating: 500 psig.
8. Maximum Operating Temperature: 240 deg F.

2.4 REFRIGERANTS

- A. ASHRAE 34, R-134a: Tetrafluoroethane.
- B. ASHRAE 34, R-407C: Difluoromethane/Pentafluoroethane/1,1,1,2-Tetrafluoroethane.
- C. ASHRAE 34, R-410A: Pentafluoroethane/Difluoromethane.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS FOR REFRIGERANT R-134a

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with soldered joints.

3.2 PIPING APPLICATIONS FOR REFRIGERANT R-407C

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed or soldered joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with soldered joints.

3.3 PIPING APPLICATIONS FOR REFRIGERANT R-410A

- A. Suction Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.

- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- C. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type K, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.
- D. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with 95-5 tin-antimony soldered joints.
- E. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with Alloy HB soldered joints.
- F. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, annealed- or drawn-temper tubing and wrought-copper fittings with brazed or soldered joints.
- G. Safety-Relief-Valve Discharge Piping: Copper, Type K, annealed- or drawn-temper tubing and wrought-copper fittings with brazed or soldered joints.
- H. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with 95-5 tin-antimony soldered joints.
- I. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with Alloy HB soldered joints.

3.4 VALVE AND SPECIALTY APPLICATIONS

- A. Install diaphragm packless valves in suction and discharge lines of compressor.
- B. Install service valves for gage taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- C. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
- D. Except as otherwise indicated, install diaphragm packless valves on inlet and outlet side of filter dryers.
- E. Install a full-size, three-valve bypass around filter dryers.
- F. Install solenoid valves upstream from each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at top.
- G. Install thermostatic expansion valves as close as possible to distributors on evaporators.
 - 1. Install valve so diaphragm case is warmer than bulb.
 - 2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
 - 3. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.

- H. Install safety relief valves where required by 2010 ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside according to ASHRAE 15.
- I. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- J. Install strainers upstream from and adjacent to the following unless they are furnished as an integral assembly for the device being protected:
 - 1. Solenoid valves.
 - 2. Thermostatic expansion valves.
 - 3. Hot-gas bypass valves.
 - 4. Compressor.
- K. Install filter dryers in liquid line between compressor and thermostatic expansion valve, and in the suction line at the compressor.
- L. Install receivers sized to accommodate pump-down charge.
- M. Install flexible connectors at compressors.

3.5 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Refer to Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC" for solenoid valve controllers, control wiring, and sequence of operation.

- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in protective conduit where installed belowground.
- N. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- O. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- P. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- Q. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- R. Identify refrigerant piping and valves according to Section 220553 "Identification for Plumbing and HVAC Piping and Equipment."
- S. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 220500 "General Provisions of Plumbing and HVAC."
- T. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220500 "General Provisions of Plumbing and HVAC."
- U. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 220500 "General Provisions of Plumbing and HVAC."

3.6 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."

- D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
 2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.

3.7 HANGERS AND SUPPORTS

- A. Comply with requirements for pipe hangers and supports specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 4. Spring hangers to support vertical runs.
 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod diameters:
1. NPS 1/2: Maximum span, 60 inches; minimum rod, 1/4 inch.
 2. NPS 5/8: Maximum span, 60 inches; minimum rod, 1/4 inch.
 3. NPS 1: Maximum span, 72 inches; minimum rod, 1/4 inch.
 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod, 3/8 inch.
 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod, 3/8 inch.
 6. NPS 2: Maximum span, 96 inches; minimum rod, 3/8 inch.
 7. NPS 2-1/2: Maximum span, 108 inches; minimum rod, 3/8 inch.
 8. NPS 3: Maximum span, 10 feet; minimum rod, 3/8 inch.
 9. NPS 4: Maximum span, 12 feet; minimum rod, 1/2 inch.
- D. Support multifloor vertical runs at least at each floor.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Comply with ASME B31.5, Chapter VI.
 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.

- b. System shall maintain test pressure at the manifold gage throughout duration of test.
- c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
- d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.

B. Prepare test and inspection reports.

3.9 SYSTEM CHARGING

A. Charge system using the following procedures:

- 1. Install core in filter dryers after leak test but before evacuation.
- 2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
- 3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
- 4. Charge system with a new filter-dryer core in charging line.

3.10 ADJUSTING

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.
- D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:
 - 1. Open shutoff valves in condenser water circuit.
 - 2. Verify that compressor oil level is correct.
 - 3. Open compressor suction and discharge valves.
 - 4. Open refrigerant valves except bypass valves that are used for other purposes.
 - 5. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- E. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

END OF SECTION 232300

SECTION 233713 - GRILLES, REGISTERS AND DIFFUSERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Grilles, Registers and Diffusers.
- B. Related Requirements:
 - 1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers.

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 GRILLES, REGISTERS AND DIFFUSERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Krueger.
 - 2. Nailor Industries Inc.
- B. See the "Grilles Registers and Diffusers Schedule" on the drawings for grille, register or diffuser type, mounting, capacities, characteristics, finish, etc.
- C. Coordinate the color and finish of all grilles registers and diffusers with the architect if not specifically listed in the "Grilles Registers and Diffusers Schedule".
- D. Substituted grilles, registers and diffusers must meet or exceed the performance of the schedules diffuser.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install grilles, registers and diffusers level and plumb.

- B. Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install grilles, registers and diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.
- D. Provide all duct transitions and duct fittings required for a complete installation.

3.2 ADJUSTING

- A. After installation, adjust grilles, registers and diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 238127 - AIR SOURCE VRF HEAT PUMP SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes air source VRF outdoor units, indoor units (fancoils), refrigerant piping and controls.

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.
- B. Shop Drawings:
 - 1. Factory approved shop drawings that detail the routing of all refrigeration piping, refrigerant pipe sizes, refrigerant pipe lengths, and location of y-braches, refrigerant charge weights and all other required accessories.
 - 2. Factory approved wiring diagrams for components and controls.

1.3 INFORMATIONAL SUBMITTALS

1.4 QUALITY ASSURANCE

- A. If requested all bidders must submit references for three (3) successfully completed VRF system installations of similar size and complexity.
- B. All components of the VRF system shall be installed by staff who have completed the VRF system manufacturer's installation and commissioning training. Submit certificates of training completion to the owner and engineer for review and approval prior to starting work. Any VRF system installation work completed by personal that have not completed factory installation and commissioning training will be considered non-conforming and will be rejected.
- C. Engage a factory authorized representative to inspect the VRF system refrigeration system installation and submit a written report to the owner and engineer approving the installation prior to concealing any portion of the VRF refrigerant piping system within walls, above ceiling or in attics.
- D. Engage a factory authorized representative to perform the initial VRF system start-up and written start-up report to the owner and engineer that approves the installation indicates that the system meets the manufacturer's installation and commissioning requirements.

1.5 WARRANTY

- A. The Part(s) are warranted for a period of two (2) years beginning on the date of original installation by the end use purchaser or eighteen (18) months from the date of manufacture shown on the System nameplate label, whichever occurs first.
- B. The Compressor part is warranted for seven (7) years beginning on the date of original installation by the end use purchaser or thirty (30) months from the date of manufacture shown on the System nameplate label, whichever occurs first.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the following:
 - 1. LG
 - 2. Daikin
- B. General
 - 1. The VRF system shall consist of a single frame outdoor unit, interconnecting piping, multiple indoor units (ducted, non-ducted or mixed combinations), onboard, self-contained, stand-alone communication and controls.
 - 2. Heat pump systems shall require two pipes, simultaneous heating and cooling shall not be supported. One pipe shall support bidirectional flow single state liquid refrigerant. The other pipe shall support bidirectional flow of single state refrigerant gas. In heating mode the gas shall be super heated high pressure. In cooling mode the gas shall be low pressure, low temperature.
 - 3. Heat pump outdoor units shall be designed to communicate directly with all VRF indoor units manufactured by the same supplier over a field supplied stranded, twisted and shielded pair wire.
 - 4. Indoor unit connectivity: The system shall be designed to accept connection up to 12 indoor units of various configurations and capacity. Number of indoor units allowed:
 - a. 2 ton HP 4 IDUs
 - b. 3 ton HP 6 IDUs
 - c. 4 ton HP 8 IDUs
 - d. 5 ton HP 9 IDUs
- C. Outdoor Unit
 - 1. General: The unit shall be shipped from the factory fully assembled including internal refrigerant piping, inverter driven compressor, controls, contacts, relay(s), fan(s), power and communication wiring.
 - 2. Operating Range: The VRF systems shall be capable of providing continuous compressor operation over the required ambient operating range. The required ambient operating range is defined as follows:
 - a. Cooling: -9.9°F DB to 122°F DB
 - b. Heating: - 4°F WB to 61°F WB
 - 3. Cabinet:
 - a. Outdoor unit cabinet shall be made of 22 gauge galvanized steel with a weather and corrosion resistant enamel finish. Outdoor unit cabinet finish shall be tested in accordance with ASTM B-117 salt spray surface scratch test (SST) procedure for a minimum of 1000 hours.
 - b. The cabinet shall have piping knockouts to allow refrigerant piping to be connected at the front, right side, or through the bottom of the unit.

- c. A removable service panel, shall be provided to access the following internal components:
 - 1) Service tool connection
 - 2) DIP switches
 - 3) Main microprocessor
 - 4) Inverter PCB
- 4. Compressor:
 - a. The compressor shall be a high efficiency high-side shell rotary hermetic design. Bearing shall be manufactured using high lubricity material. Compressor shall be factory charged with Polyvinyl Ether (PVE) oil. Single or dual speed compressors charged with Polyolester oil (POE) shall not be acceptable. Compressor inverter drive shall allow modulation from 20Hz to 90Hz with control in 1.0 Hz increments depending on the nominal capacity.
- 5. Coil:
 - a. Outdoor unit coil shall be comprised of aluminum fins mechanically bonded to copper tubing with inner surfaces having a riffling treatment to expand the total surface of the tube interior
 - b. The aluminum fin heat transfer surfaces shall have factory applied corrosion resistant coating. The coils coating shall be tested per ASTM B-117 standard. The test shall be performed for a minimum of 1000 hours.
 - c. The outdoor unit coil shall be protected with a heavy gauge steel wire guard.
 - d. The coil guard shall have a baked enamel finish.
 - e. The outdoor unit coil shall be field tested to a minimum pressure of 550 psig.
 - f. The cabinet shall have a factory installed coil guard.
- 6. Fan:
 - a. All units shall be equipped with direct drive variable speed axial flow fan(s) with Brushless Digitally Controlled (BLDC) motor(s) with a horizontal air discharge.
 - b. The fan(s) blades shall be made of Acrylonitrile Butadiene Styrene (ABS) material.
 - c. The fan motor(s) shall be equipped with permanently lubricated bearings.
 - d. The fan motor(s) shall be variable speed with an operating speed range of 0 to 850 RPM in cooling mode and heating mode. The fan(s) shall have a guard(s) to help prevent contact with moving parts.
 - e. The fan control shall have a function setting to remove excess snow.
- 7. Refrigerant Circuit:
 - a. The outdoor unit refrigeration circuit at a minimum shall include the following components:
 - 1) Refrigerant strainer(s)
 - 2) Check valve(s)
 - 3) Inverter driven, high pressure shell compressor
 - 4) Oil separator
 - 5) Accumulator/receiver
 - 6) 4-way reversing valve
 - 7) Electronic expansion valve(s)
 - 8) Double spiral tube sub-cooler and EEV
 - 9) High/low Schrader valve service ports with caps
 - 10) High/low service valves
 - 11) Threaded fusible plug
 - 12) High pressure switch
- 8. Controls:
 - a. Factory installed microprocessor control in the outdoor unit, and indoor unit(s) shall communicate using the same protocol. Translators of any kind are not allowed. Communication between VRF system components shall be via field supplied stranded, shielded and twisted wire pair in a RS 485 network configuration.

Integrated control system shall perform functions to optimize the operation of the VRF system.

- b. Main processor shall provide the commissioning agent the ability to customize the VRF systems operation based on the environment in which it is installed. Customization function to include defrost operation, modifying target superheat, sub-cooling, low pressure and high pressure values , and invoke other algorithms such as smart load control to optimize system operating efficiency. The main processor board shall include the following features:
 - 1) Service tool connection
 - 2) DIP switches
 - 3) Auto addressing
 - 4) Error codes
 - 5) Main microprocessor
 - 6) Inverter PCB
- c. Outdoor unit microprocessor shall have the capability of reporting malfunction and diagnostic codes to remote control devices such as the VRF manufacturer's central controller, Zone controllers, and Building Management System (BMS).
- d. Sensors
 - 1) Each outdoor unit module shall have
 - 2) Suction temperature sensor
 - 3) Discharge temperature sensor
 - 4) High Pressure sensor
 - 5) Low Pressure sensor
 - 6) Outdoor temperature sensor
 - 7) Outdoor unit heat exchanger temperature sensors

9. Capacities and Characteristics: See Drawings

D. Indoor Units

- 1. Description:
 - a. The indoor unit shall be completely factory assembled and tested. Included in the unit is factory wiring, piping, electronic proportional expansion valve, control circuit board, fan motor thermal protector, flare connections, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch. The unit shall have an adjustable external static pressure switch.
- 2. General:
 - a. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
 - b. Provide fancoil units of the type and style listed in VRF Fancoil Schedule.
 - c. Ductless ceiling cassette type units shall have a 26"x26" maximum face plate to coordinate with lay-in ceiling.
 - d. Wall mounted unit shall be furnished with a wall mounting plate/bracket.
- 3. Fan:
 - a. The fan type will vary with the style of unit.
 - b. The fan impeller shall be statically and dynamically balanced.
 - c. The fan motor is Brushless Digitally commutated (BLDC) with permanently lubricated and sealed ball bearings.
 - d. The fan motor shall include thermal, overcurrent and low RPM protection.
 - e. The fan/motor assembly shall be mounted on vibration attenuating rubber grommets.
 - f. The fan speed shall be controlled using microprocessor based direct digitally controlled algorithm that provides a minimum of four pre-programed fan speeds in

- the heating mode and fan only mode and five speeds in the cooling mode. The fan speed algorithm provides a field selectable fixed speed.
- g. In cooling mode, the indoor fan shall have the following settings: Low, Med, High, Super high, Power Cool, and Auto.
 - h. In heating mode, the indoor fan shall have the following settings: Low, Med, High, Super high and Auto.
4. Filter
- a. Exposed ductless units shall have a factory supplied, removable, washable long-life filter.
 - b. Concealed and ducted units shall have a field fabricated filter rack on the return air inlet to house a 2" pleated MERV-8 filter. The filter rack and filter shall be sized for a max filter velocity of 400 fpm. At the contractors option return grilles with filter frames may be substituted for the filter rack at the unit. The number and size of filter grilles shall ensure that the filter velocity is maintained below 500 ft/min and the pressure drop does not adversely affect the unit operation.
5. Coil:
- a. Unit shall have a factory built coil comprised of aluminum fins mechanically bonded on copper tubing.
 - b. The copper tubing shall have inner grooves to expand the refrigerant contact surface for high efficiency heat exchanger operation.
 - c. Unit shall have a one, two to three row coil, 18-21 fins per inch.
 - d. Unit shall have a factory supplied condensate drain pan below the coil constructed of polystyrene resin.
 - e. Unit shall include an installed and wired condensate drain lift pump capable of providing minimum 27.5 inch lift from bottom surface of the unit. The unit drain pan is supplied with a secondary drain port/plug allowing the pan to be gravity drained and serviced.
 - f. The drain pump shall have a safety switch to shut off the unit if condensate rises too high in the drain pan, model dependent.
 - g. Unit shall have provision of 45° flare refrigerant pipe connections.
 - h. The coil shall be factory pressure tested at a minimum of 550 psig.
 - i. All refrigerant piping from outdoor unit to indoor unit shall be field insulated. Each pipe should be insulated separately.
 - j.
6. Control:
- a. The unit shall have a factory installed microprocessor controller capable of performing functions necessary to operate the system with or without the use of a wall mounted controller.
 - b. The unit shall have a factory mounted return air thermistor for use as a space temperature control device. **Where required a wall mounted thermistor shall be furnished and installed to ensure adequate temperature control.**
 - c. All operating parameters except scheduling shall be stored in non-volatile memory resident on the microprocessor. The microprocessor shall provide the following functions, self-diagnostics, auto re-start after a power failure and a test run mode.
 - d. The unit shall be able to communicate with other indoor units and the outdoor unit using a field supplied minimum of 18 AWG, two core, stranded, twisted and shielded communication cable (RS-485).
 - e. The unit controls shall operate the indoor unit using one of the five operating modes:
 - 1) Heating
 - 2) Cooling
 - 3) Dry
 - 4) Fan only

- f. Unit shall have a field settable method to choose auto fan speed change operation based on mode of operation, on/off fan operation based on mode of operation, or continuous minimum set fan speed operation.
 - g. Unit shall have the ability to control a single stage of auxiliary heat when the fancoil unit cannot maintain the room temperature setpoint.
 - 7. Capacities and Characteristics: See Drawings
- E. VRF Controls:
 - 1. General: The system shall be furnished with a remote controller for each fancoil unit. The remote controller shall be wall mounted and shall control On/Off, Mode of Operation, Airflow direction, Fan Speed, space temperature, and space temperature Set Point. The remote controller shall be capable of providing 7 day programmable scheduling of Occupied/Unoccupied settings, On/Off, Mode of operation, Set Point and Fan Speed.
 - 2. Remote Controllers shall communicate to the VRF indoor unit via the indoor unit remote controller communication bus.
 - 3. Remote Controller shall support the ability to display or hide user accessible functions from the home screen.
 - 4. Remote Controller shall have an internal time clock and calendar to allow programming of occupied and unoccupied periods.
 - 5. Remote Controller shall be able to enable or dis-able Auxiliary Heat.
- F. Refrigerant Piping
 - 1. The refrigerant circuit shall be constructed using field provided ACR copper, de-hydrated, refrigerant rated copper pipe, piped together with manufacturer supplied Y- branches, as may be required, connected to multiple (ducted, non-ducted or mixed combination) indoor units to effectively and efficiently control the heat pump operations of the VRF system.
 - 2. All refrigerant pipe, y-branches, elbows and valves shall be individually insulated with no air gaps. Insulation R-value shall not be less than 0.19 btu/hr*ft²*F (3/4" closed cell elastomeric). In no case shall the insulation be allowed to be compressed at any point in the system. All joints shall be glued and sealed per insulation manufactures instructions to make an air tight assembly.
 - 3. The outdoor unit shall be capable of operating at an elevation difference of up to of 164 feet above or 131 feet below the lowest or highest indoor unit respectively without the requirement of field installed sub cooler or other forms of performance enhancing booster devices.
 - 4. The outdoor unit shall be capable of operating with up to 984 equivalent length feet of interconnecting liquid line refrigerant pipe in the network.
 - 5. The outdoor unit shall be capable of operating with up to 492 actual feet or 574 equivalent length feet of liquid line refrigerant pipe spanning between outdoor unit and farthest indoor unit.
 - 6. The elevation difference between the highest and lowest indoor units shall not exceed 49 feet.
 - 7. The piping system shall be designed with pipe expansion and contraction possibilities in mind. Required expansion devices shall be field designed, supplied and installed based on proper evaluation of the proposed piping design. In addition to these requirements, the piping system installation must conform to the VRF equipment manufacturer's published guidelines.
 - 8. The installation of pipe hangers, supports, insulation, and in general the methods chosen to attach the pipe system to the structure must allow for expansion and contraction of the piping system and shall not interfere with that movement.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All VRF system components shall be furnished installed by the mechanical contractor. Install all VRF system components per the manufacturer's instructions and requirements.
 - 1. Install all units level and plumb.
 - 2. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
 - 3. Install seismic restraints.
 - 4. Install compressor-condenser components on restrained, spring isolators with a minimum static deflection of 1 inch. See Section 23 0548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

3.2 CONNECTIONS

- A. Where piping is installed adjacent to unit, allow space for service and maintenance of unit.
- B. Duct Connections: Duct installation requirements are specified in Section 23 3113 "Metal Ducts." Drawings indicate the general arrangement of ducts. Connect supply and return ducts to split-system air-conditioning units with flexible duct connectors. Flexible duct connectors are specified in Section 23 3300 "Air Duct Accessories."
- C. Install and connect pre-charged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.
- D. Pipe condensate drain or outlet of condensate pump to an approved discharge location. Coordinate all discharge locations with the engineer prior to installing drain piping.

3.3 REFRIGERATION PIPING

- A. Suction Lines for Conventional Air-Conditioning Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Hot-Gas and Liquid Lines, and Suction Lines for Heat-Pump Applications: Copper, Type ACR and wrought-copper fittings with brazed joints.
- C. Safety-Relief-Valve Discharge Piping: Copper, Type ACR and wrought-copper fittings with soldered joints.
- D. Install strainers upstream from and adjacent to the following unless they are furnished as an integral assembly for device being protected:
- E. Install filter dryers in liquid line between compressor and thermostatic expansion valve, and in the suction line at the compressor.
- F. Install Flexible connectors at compressors and connection to condensing units.
- G. Install isolation valves with charging ports in piping connection to all branch selector boxes.
- H. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

- I. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- J. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- K. Install piping adjacent to machines to allow service and maintenance.
- L. Install piping adjacent to machines to allow service and maintenance.
- M. Select system components with pressure rating equal to or greater than system operating pressure.
- N. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
- O. Install traps and double risers to entrain oil in vertical runs.
- P. Liquid lines may be installed level.
- Q. When brazing, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- R. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- S. Identify refrigerant piping and valves according to Section "Identification for HVAC Piping and Equipment."
- T. Install sleeves for piping penetrations of walls, ceilings, and floors.
- U. Install sleeve seals for piping penetrations of concrete walls and slabs.
- V. Install escutcheons for piping penetrations of walls, ceilings, and floors.
- W. Install hangers for copper tubing with the following maximum spacing and minimum rod sizes.
 - 1. NPS 1/4: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 2. NPS 1/2: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 3. NPS 5/8: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 4. NPS 1: Maximum span, 72 inches; minimum rod size, 1/4 inch.
 - 5. NPS 1-1/4: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 6. NPS 1-1/2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 7. NPS 2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 8. NPS 2-1/2: Maximum span, 108 inches; minimum rod size, 3/8 inch.
 - 9. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 10. NPS 4: Maximum span, 12 feet; minimum rod size, 1/2 inch.

- X. Refrigerant pipe hangers shall consist of Cooper B-line "Snap 'N Shield" supports mounted on a trapeze made from threaded rod and framing channel. Other hanger systems must be approved prior to installation. **Non approved hangar system will be rejected.**
- Y. Charge system using the following procedures:
 - 1. Install core in filter dryers after leak test but before evacuation.
 - 2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
 - 3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
 - 4. Charge system with a new filter-dryer core in charging line.

3.4 REFRIGERANT LEAK DETECTION

- A. Where required by the International Mechanical Code or ASHRAE Standard 15, install a refrigerant leak detection system and appropriate exhaust fans and make-up air provisions. Coordinate location of all system components with the architect and engineer prior to installation.

3.5 IDENTIFICATION

- A. Provide and install equipment and piping identification in accordance with section 220553 "Identification for Plumbing and HVAC Piping and Equipment".

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment. Remove and replace malfunctioning units and retest as specified above. Prepare test and inspection reports.

3.7 STARTUP SERVICE

- A. Initial start-up of VRF system equipment shall be conducted with the assistance of a factory trained representative for the VRF system manufacturer.
- B. Submit a start-up report to the architect and engineer at the completion of start-up. The report shall document any deficiencies or problems encountered and how they were addressed/resolved.

3.8 Controls:

- A. Each Remote Controller shall be programmed by the contractor at the time of substantial completion. The contractor shall assist the owner in modifying the programming of any or all zones as requested prior to final completion:

1. Occupied Mode:
 - a. Monday through Friday
 - b. 7:30 am till 5:30 pm
 - c. Heat/Cool Mode: Auto
 - d. Fan: Auto
 - e. Heating Setpoint: 68F
 - f. Cooling Setpoint: 74F
2. Unoccupied Mode:
 - a. Monday through Friday
 - b. 5:31 pm through 5:29 am
 - c. Heat/Cool Mode: Auto
 - d. Fan: Auto
 - e. Heating Setpoint: 60F
 - f. Cooling Setpoint: 80F
3. Weekend/Holiday Mode:
 - a. Saturday & Sunday
 - b. All Day
 - c. Heat/Cool Mode: Auto
 - d. Fan: Auto
 - e. Heating Setpoint: 60F
 - f. Cooling Setpoint: 80F
4. Deadband: +/- 4F

3.9 CONTROL WIRE, CABLE AND RACEWAYS INSTALLATION

- A. Comply with NECA 1.

- B. Wire and Cable Installation:

1. Comply with installation requirements in Section 260523 "Control-Voltage Electrical Power Cables."
2. Comply with installation requirements in Section 271313 "Communications Copper Backbone Cabling."
3. Comply with installation requirements in Section 271513 "Communications Copper Horizontal Cabling."
4. Install cables with protective sheathing that is waterproof and capable of withstanding continuous temperatures of 90 deg C with no measurable effect on physical and electrical properties of cable.
 - a. Provide shielding to prevent interference and distortion from adjacent cables and equipment.
5. Provide strain relief.
6. Terminate wiring in a junction box.
 - a. Clamp cable over jacket in junction box.
 - b. Individual conductors in the stripped section of the cable shall be slack between the clamping point and terminal block.

7. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
8. Install signal transmission components according to IEEE C2, REA Form 511a, NFPA 70, and as indicated.
9. Use shielded cable to transmitters.
10. Use shielded cable to temperature sensors.
11. Perform continuity and meager testing on wire and cable after installation.

C. Conduit Installation:

1. Comply with Section "260533 "Raceways and Boxes for Electrical Systems" for control-voltage conductors.
2. Comply with Section 270528 "Pathways for Communications Systems" for balanced twisted pair cabling and optical fiber installation.
3. All low and line voltage cabling shall be installed in conduit. Minimum trade size shall be ½".

3.10 DEMONSTRATION

- A. Engage a factory authorized representative to train the owner and owner's personnel to operate the system, controls and perform basic maintenance.

END OF SECTION

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Metal-clad cable, Type MC, rated 600 V or less.
3. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

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

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. Alpha Wire Company.
3. Belden Inc.
4. Cerro Wire LLC.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Okonite Company.
8. Service Wire Co.
9. Southwire Incorporated.
10. WESCO

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. RoHS compliant.
 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Conductor Insulation:
1. Type USE-2 and Type SE: Comply with UL 854.
 2. Type THHN and Type THWN-2: Comply with UL 83.
 3. Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
 4. Type XHHW-2: Comply with UL 44.

2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Approved for lighting whips 6' or less only.
- C. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems.
 2. Alpha Wire Company.
 3. Belden Inc.
 4. Encore Wire Corporation.
 5. General Cable Technologies Corporation.
 6. Okonite Company.
 7. Service Wire Co.
 8. Southwire Incorporated.
 9. WESCO
- D. Standards:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. Comply with UL 1569.
- E. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- F. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- G. Ground Conductor: Insulated.
- H. Conductor Insulation:

1. Type TFN/THHN/THWN-2: Comply with UL 83.

I. Armor: Steel, interlocked.

J. Jacket: PVC applied over armor for mechanical connection or wet/damp environments.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. 3M Electrical Products
2. AFC Cable Systems, Inc.
3. Gardner Bender.
4. Hubbell Power Systems, Inc.
5. Ideal Industries, Inc.
6. IlSCO; a branch of Bardes Corporation.
7. NSi Industries LLC.
8. O-Z/Gedney; a brand of the EGS Electrical Group.
9. Service Wire Co.
10. TE Connectivity Ltd.
11. Thomas and Betts Corp

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

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

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN/THWN-2, single conductors in raceway. Type SE or Type USE, multi-conductor cable.

B. Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Branch Circuits: Type THHN/THWN-2, single conductors in raceway.

D. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. **Provide a dedicated neutral conductor for each 120 V branch circuit.**

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. **RATIONALE** – Grounding provides the foundation to the entire electrical system. This system is designed to:
 - 1. Protect personnel.
 - 2. Minimize damage to equipment and property in the event of high fault current situations,
 - 3. Improve overall electrical system reliability, and
 - 4. Minimize the effects of transient overvoltages.
- B. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.
- D. Certified test results from ground resistance measurements.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
 - 1. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 2. Instructions for periodic testing and inspection of grounding features based on NEMA MTS.

- a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
- b. Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Equipment and wiring device grounding conductor shall be as follows:
 - 1. Bare copper or have green insulation of same type as circuit conductors (larger wires may be permanently marked with green).
 - 2. Properly sized in accordance with the NEC.
- C. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Conduit Hubs: Mechanical type, terminal with threaded hub.
- H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- J. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- K. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- L. Straps: Solid copper, copper lugs. Rated for 600 A.
- M. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal one-piece clamp.
- N. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- O. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with zinc-plated bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.
 - 5. Any threaded bolt connectors shall be torqued in accordance with manufacturer's guidelines.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits. Do not rely on conduit for the grounding path.
- B. Multiple circuits sharing a raceway may share a single grounding conductor if all of the following requirements are met:
 - 1. All circuits originate in the same panel.
 - 2. No more than three single pole circuits may share a ground conductor.
 - 3. Size the ground conductor for the largest circuit.
- C. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
- D. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers,

humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

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- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed 25 ohms to ground.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

B. Related Requirements:

1. Section 260548.16 "Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Data:** Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

1.4 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports, and roof penetrations.**

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance:** Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the supported equipment and systems will be fully operational after the seismic event."

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. ERICO International Corporation.
 - d. Flex-Strut Inc.
 - e. Gripple Inc.
 - f. G-Strut.
 - g. Thomas & Betts Corporation; A Member of the ABB Group.
 - h. Unistrut; Part of Atkore International.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 1. NECA 1.
 2. NECA 101
 3. NECA 102.
 4. NECA 105.
 5. NECA 111.
- B. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. In-carpet wireway system.
3. Metal wireways and auxiliary gutters.
4. Surface raceways.
5. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, in-carpet system, hinged-cover enclosures, and cabinets.

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Data: Certificates, for enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. Electri-Flex Company.
 - c. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - d. Patriot Aluminum Products, LLC.
 - e. Perma-Cote.
 - f. Picoma Industries, Inc.
 - g. Plasti-Bond.
 - h. Republic Conduit.
 - i. Southwire Company.
 - j. Thomas & Betts Corporation; A Member of the ABB Group.
 - k. Western Tube and Conduit Corporation.

2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. GRC: Comply with ANSI C80.1 and UL 6.
4. ARC: Comply with ANSI C80.5 and UL 6A.
5. IMC: Comply with ANSI C80.6 and UL 1242.
6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch (1 mm), minimum.
7. EMT: Comply with ANSI C80.3 and UL 797.
8. FMC: Comply with UL 1; zinc-coated steel.
9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
4. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 IN-CARPET WIREWAY SYSTEM

A. Product:

1. Manufacturers: Subject to compliance with requirements, provide basis-of-design manufacturer or prior approved equal.
 - a. CONNECTRAC.
 - b. Prior approved equal.

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Features:

1. 3.7" wireway width.

2. Low-profile, durable extruded aluminum wireway.
3. Moisture-resistant floor transition ramps with gentle slope.
4. Pre-wired power components.
5. Removable snap-in wireway top cap.
6. ADA Compliant.

D. Accessories:

1. Fittings, General: Listed and labeled for type of location and use.
2. Vertical wireway: surface-mounts to wall for continuous path from in-carpet system to ceiling above.
3. AV / duplex combo box: NEMA 5-20R duplex receptacle & double gang telecom opening w/ 3" depth.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. B-line, an Eaton business.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Screw-cover type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Mono-Systems, Inc.
 - b. Panduit Corp.
 - c. Wiremold / Legrand.
2. See drawings for specific locations and types of surface raceway to be used.
 - a. Where not specifically noted, use Wiremold 700 Series surface raceway, or equal.
3. See drawings for information regarding bid alternate raceway.
 - a. For new wall-mount duplex receptacles in classrooms, base bid shall be Wiremold 700 Series, or equal. Bid Alternate shall be Wiremold 3000 Series, or equal.
4. Color: White, or as selected by architect.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Crouse-Hinds, an Eaton business.
 2. Erickson Electrical Equipment Company.
 3. Hoffman; a brand of Pentair Equipment Protection.
 4. Hubbell Incorporated.
 5. Hubbell Incorporated; Wiring Device-Kellems.
 6. Milbank Manufacturing Co.
 7. MonoSystems, Inc.
 8. Oldcastle Enclosure Solutions.
 9. O-Z/Gedney; a brand of Emerson Industrial Automation.
 10. RACO; Hubbell.
 11. Stahlin Non-Metallic Enclosures.
 12. Thomas & Betts Corporation; A Member of the ABB Group.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- G. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).
1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

- I. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- J. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- K. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep) with single gang mud ring unless device(s) requires otherwise. .
- L. Gangable boxes are allowed for 6-gang or larger.
- M. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- N. Cabinets:
 - 1. NEMA 250, [Type 1, Type 3R or Type 12] galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: EMT.
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: Surface metal raceway, as specified on drawings.
 - 2. Exposed and Subject to Severe Physical Damage: GRC.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 5. Damp or Wet Locations: GRC.
 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in institutional and commercial kitchens and damp or wet locations.
 7. Concealed in CMU block wall: Type EPC-40-PVC.
- C. Pathway for data cabling in ceiling space: provide j-hooks at 48" o.c. between podium and speakers, and between podium and wall-mount TV displays.
- D. Minimum Raceway Size: 1 inch (25.4mm) trade size for telecom/data and 3/4 inch (21mm) trade size for all other applications.
- E. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- F. Install nonferrous conduit or tubing for circuits operating above 60 Hz, and for protecting bare grounding conductors. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- G. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- H. Install surface raceways only where indicated on Drawings.
- I. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).
- 3.2 INSTALLATION
- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
 - B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
 - C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
 - D. Do not fasten conduits onto the bottom side of a metal deck roof.

- E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- L. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- Q. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- R. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- S. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

- T. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- U. Surface Raceways:
1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- V. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- W. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Conduit extending from interior to exterior of building.
 4. Conduit extending into pressurized duct and equipment.
 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 6. Where otherwise required by NFPA 70.
- X. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
 - Y. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
 - Z. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
 - AA. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.
 - BB. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
 - CC. Locate boxes so that cover or plate will not span different building finishes.
 - DD. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
 - EE. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- 3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS
- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.
- 3.4 FIRESTOPPING
- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.
- 3.5 PROTECTION
- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260548.16 - SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Restraint channel bracings.
2. Restraint cables.
3. Seismic-restraint accessories.
4. Mechanical anchor bolts.

1.2 ACTION SUBMITTALS

A. Delegated-Design Submittal: For each seismic-restraint device.

1. Include design calculations and details for selecting seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Design Calculations: Calculate static and dynamic loading caused by equipment weight, operation, and seismic forces required to select seismic restraints and for designing vibration isolation bases.
 - a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
3. Seismic Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
 - d. In lieu of design analysis and details, preapproval documentation by OSHPD, ICC-ES or another agency acceptable to authorities having jurisdiction are acceptable.

1.3 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Seismic-restraint devices shall have horizontal and vertical load testing and analysis. They shall bear anchorage preapproval from OSHPD in addition to preapproval, showing maximum seismic-restraint ratings, by ICC-ES or another agency acceptable to authorities having jurisdiction. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) that support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Design seismic restraints for components for seismic design forces defined in Chapter 13 of ASCE 7-10.
 - a. Design Spectral Response Acceleration at Short Periods, $S_{DS} = 0.600$
 - b. Component Importance Factor, $I_p = 1.0$ for electrical equipment except for components required for life-safety purposes after an earthquake such as egress lighting and fire alarm control panel where $I_p = 1.5$.
 - c. Component Response Modification Factor, R_p : See Table 13.6-1 of ASCE 7-10
 - d. Component Amplification Factor, a_p : See Table 13.6-1 of ASCE 7-10

2.2 RESTRAINT CHANNEL BRACINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Atkore Unistrut
 - 2. B-line, an Eaton business.
 - 3. Hilti, Inc.
 - 4. Mason Industries, Inc.
- B. Description: MFMA-4, shop- or field-fabricated bracing assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end, with other matching components, and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.3 RESTRAINT CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Gripple Inc.
 2. Kinetics Noise Control, Inc.
 3. Vibration & Seismic Technologies, LLC.
 4. Vibration Mountings & Controls, Inc.
- B. Restraint Cables: ASTM A 603 galvanized steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

2.4 SEISMIC-RESTRAINT ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Atkore Unistrut
 2. B-line, an Eaton business.
 3. Kinetics Noise Control, Inc.
 4. Mason Industries, Inc.
- B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- C. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.
- D. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings and matched to type and size of anchor bolts and studs.
- E. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings and matched to type and size of attachment devices used.
- F. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.5 MECHANICAL ANCHOR BOLTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. B-line, an Eaton business.
 2. Hilti, Inc.
 3. Kinetics Noise Control, Inc.
 4. Mason Industries, Inc.

- B. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps complying with delegated design submittal requirements.
- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods caused by seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.2 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork.
- B. Equipment and Hanger Restraints:
 - 1. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
- C. Install cables so they do not bend across edges of adjacent equipment or building structure.
- D. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- E. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- F. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole

and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.

5. Set anchors to manufacturer's recommended torque using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.3 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

END OF SECTION 260548.16

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
 - 2. Tapes and stencils.
 - 3. Signs.
 - 4. Cable ties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits within Buildings. Identify the covers of each junction and pull box of the following systems with paint as follows:
 - 1. Battery or Generator Backed up Emergency System: Orange
 - 2. Fire Detection and Alarm System: Red
 - 3. Systems with voltage greater than 600V: Yellow
 - 4. Direct current systems (Solar PV system): Green

5. Affix label with black letters on color noted above indicating voltage and system or service type.
- B. Conductor Color-Coding for Phase and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
 1. Utilize factory applied, colored insulation for No. 8 AWG and smaller.
 2. If Authority Having Jurisdiction permits, for sizes larger than No. 8 AWG, where conductors with factory colored insulation are not commonly available, colored non-aging, plastic tape may be field applied. Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
 3. Colors for Three-Phase Wye, 208/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
 4. Colors for Single-Phase, 240/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Neutral: White.
 5. Colors for Three-Phase, 480/277V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: Gray.
 6. Colors for Three-Phase, Center-Tapped Delta, 240/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Wild Leg: Orange.
 - d. Neutral: White.
 7. Color for Equipment Grounds: Bare copper or Green.
 8. Colors for Isolated Grounds: Green with white stripe.
 9. Lighting Circuit Switched Legs and 3-way/4-way Traveler: Color unique to those listed above.
- C. Warning Label Colors:
 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
3. Arc Flash Warning: "WARNING – KEEP CLEAR. RISK OF ELECTRIC SHOCK OR ARC FLASH. PPE REQUIRED."

E. Equipment Identification Labels:

1. Black letters on a white field.
2. 1" minimum height letters for service disconnect and emergency shut-off switches.
3. 1/2" minimum height letters for panelboards, switchboards, relay enclosures and transformers.
4. 1/4" minimum height letters for disconnect switches and motor starters.
5. 1/8" minimum height letters for device coverplates (where required).

2.3 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- B. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

2.4 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:
 - a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
 - b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
 - c. Engraved legend with black letters on white face
 - d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).
 - 3. UL 94 Flame Rating: 94V-0.
 - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 - 5. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

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

PART 3 - EXECUTION

3.1 COORDINATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- C. Coordinate installation of identifying devices with location of access panels and doors.

- D. Install identifying devices before installing acoustical ceilings and similar concealment.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- D. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- E. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- F. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- G. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- H. Cable Ties: General purpose, for attaching tags, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:
 - 1. "EMERGENCY POWER."
 - 2. "FIRE ALARM."
 - 3. "HIGH VOLTAGE."
 - 4. "DIRECT CURRENT."

- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- K. Arc Flash Warning Labeling: Self-adhesive labels.
- L. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- M. Emergency Operating Instruction Signs: Self-adhesive labels, Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- N. Equipment Identification Labels:
 - 1. Indoor Equipment: Engraved, or melamine plastic label.
 - 2. Outdoor Equipment: Engraved, or melamine plastic label.

3. Equipment to Be Labeled:
- a. Panelboards: Updated typewritten directory of circuits in the location provided by panelboard manufacturer.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers.
 - g. Emergency system boxes and enclosures.
 - h. Motor-control centers.
 - i. Enclosed switches.
 - j. Enclosed circuit breakers.
 - k. Enclosed controllers.
 - l. Variable-speed controllers.
 - m. Push-button stations.
 - n. Power transfer equipment.
 - o. Contactors.
 - p. Remote-controlled switches, dimmer modules, and control devices.
 - q. Battery-inverter units.
 - r. Battery racks.
 - s. Power-generating units.
 - t. Monitoring and control equipment.
 - u. UPS equipment.
 - v. Wiring devices: See specification section "Wiring Devices".

END OF SECTION 260553

SECTION 26 0923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Digital wall switches.
 - 2. Indoor occupancy sensors.
 - 3. Indoor digital photosensors.
 - 4. Room controllers.
 - 5. Lighting contactors.
- B. Related Requirements:
 - 1. Section 262726 "Wiring Devices" for manual light switches.
- C. Acceptable Manufacturer:
 - 1. Basis of design product: Watt Stopper Digital Lighting Management (DLM), or subject to compliance and prior approval with specified requirements of this section.
- D. Substitutions:
 - 1. All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 10 working days prior to the bid date and must be made available to all bidders. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
 - 2. By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring. The contractor shall provide complete engineered shop drawings (including power wiring) with deviations for the original design highlighted in an alternate color to the engineer for review and approval prior to rough-in.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
 - 2. Include diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in emergency, operation, and maintenance manuals.

1.5 SYSTEM DESCRIPTION & OPERATION

- A. The Lighting Control and Automation system as defined under this section covers the following equipment:
1. Digital Room Controllers – Self-configuring, digitally addressable one, two or three relays controllers with 0-10 volt control for ballasts (if applicable) and single relay application-specific plug load controllers.
 2. Digital Occupancy Sensors – Self-configuring, digitally addressable and calibrated occupancy sensors with LCD display and two-way active infrared (IR) communications.
 3. Digital Switches – Self-configuring, digitally addressable pushbutton switches, dimmers, and scene switches with two-way active infrared (IR) communications.
 4. Digital Photosensors – Single-zone closed loop and multi-zone open loop daylighting sensors with two-way active infrared (IR) communications can provide switching or dimming control for daylight harvesting.
 5. Daylit Areas – All luminaires within 15' of windows or within 7' of skylights (the daylit zone) shall be controlled separately from luminaires outside of daylit zones. Luminaires closest to the daylight aperture shall be controlled separately from luminaires farther from the daylight aperture, within the daylight zone.
 6. Configuration Tools – Handheld remote for room configuration provides two way infrared (IR) communications to digital devices and allows complete configuration and reconfiguration of the device / room from up to 30 feet away. Unit to have Organic LED display, simple pushbutton interface, and allow send and receive of room variables and store of occupancy sensor settings. Computer software also customizes room settings.
 7. Handheld remotes for personal control – One-button dimming, two-button on/off, or five-button scene remotes provide control using infrared communications. Remote may be configured in the field to control selected loads or scenes without special tools.
 8. Digital Lighting Management (DLM) local network – Free topology, plug-in wiring system (Cat 5e) for power and data to room devices.

1.6 WARRANTY

- A. Provide a five year complete manufacturer's warranty on all products to be free of manufacturers' defects.

PART 2 - PRODUCTS

2.1 DIGITAL WALL OR CEILING MOUNTED OCCUPANCY SENSOR SYSTEM

- A. Wall or ceiling mounted (to suit installation) passive infrared (PIR), ultrasonic or dual technology digital (passive infrared and ultrasonic) occupancy sensor. Furnish the Company's system which accommodates the square-foot coverage requirements for each area controlled, utilizing room controllers, digital occupancy sensors and accessories which suit the lighting and electrical system parameters.
- B. Digital Occupancy Sensors shall provide graphic LCD display for digital calibration and electronic documentation. Features include the following:
1. Digital calibration and pushbutton programming for the following variables:
 - a. Sensitivity – 0-100% in 10% increments
 - b. Time delay – 1-30 minutes in 1 minute increments
 - c. Test mode – Five second time delay

- d. Detection technology – PIR, Ultrasonic or Dual Technology activation and/or re-activation.
 - e. Walk-through mode
 - f. Load parameters including Auto/Manual-ON, blink warning, and daylight enable/disable when photosensors are included in the DLM local network.
- 2. One or two RJ-45 port(s) for connection to DLM local network.
- 3. Two-way infrared (IR) transceiver to allow remote programming through handheld commissioning tool and control by remote personal controls.
- 4. Device Status LEDs including:
 - a. PIR Detection
 - b. Ultrasonic detection
 - c. Configuration mode
 - d. Load binding
- 5. Assignment of occupancy sensor to a specific load within the room without wiring or special tools.
- 6. Manual override of controlled loads.
- C. Units shall not have any dip switches or potentiometers for field settings.
- D. Multiple occupancy sensors may be installed in a room by simply connecting them to the free topology DLM local network. No additional configuration will be required.
- E. WattStopper product numbers: LMPX, LMDX, LMPC, LMUC, LMDC

2.2 DIGITAL WALL SWITCHES

- A. Low voltage momentary pushbutton switches in 1, 2, 3, 4, 5 and 8 button configuration; available in white, light almond, ivory, grey and black; compatible with wall plates with decorator opening. Wall switches shall include the following features:
 - 1. Two-way infrared (IR) transceiver for use with personal and configuration remote controls.
 - 2. Removable buttons for field replacement with engraved buttons and/or alternate color buttons. Button replacement may be completed without removing the switch from the wall.
 - 3. Red configuration LED on each switch that blinks to indicate data transmission.
 - 4. Blue Load/Scene Status LED on each switch button with the following characteristics:
 - a. Bi-level LED
 - b. Dim locator level indicates power to switch
 - c. Bright status level indicates that load or scene is active
 - 5. Dimming switches shall include seven bi-level LEDs to indicate load levels using 14 steps.
- B. Two RJ-45 ports for connection to DLM local network.

- C. Multiple digital wall switches may be installed in a room by simply connecting them to the free topology DLM local network. No additional configuration will be required to achieve multi-way switching.
- D. The following switch attributes may be changed or selected using a wireless configuration tool:
 - 1. Load and Scene button function may be reconfigured for individual buttons (from Load to Scene, and vice versa).
 - 2. Individual button function may be configured to Toggle, On only or Off only.
 - 3. Individual scenes may be locked to prevent unauthorized change.
 - 4. Fade Up and Fade Down times for individual scenes may be adjusted from 0 seconds to 18 hours.
 - 5. Ramp rate may be adjusted for each dimmer switch.
 - 6. Switch buttons may be bound to any load on a room controller and are not load type dependant; each button may be bound to multiple loads.
- E. WattStopper product numbers: LMSW-101, LMSW-102, LMSW-103, LMSW-104, LMSW-105, LMSW-108, LMDM-101.

2.3 HANDHELD REMOTE CONTROLS

- A. Battery-operated handheld switches in 1, 2 and 5 button configuration for remote switching or dimming control. Remote controls shall include the following features:
 - 1. Two-way infrared (IR) transceiver for line of sight communication with DLM local network within up to 30 feet.
 - 2. Blue LED on each button confirms button press.
 - 3. Load buttons may be bound to any load on a room controller and are not load type dependant; each button may be bound to multiple loads.
 - 4. Inactivity timeout to save battery life.
- B. A wall mount holster and mounting hardware shall be included with each remote control
- C. WattStopper part numbers: LMRH-101, LMRH-102, LMRH-105.

2.4 ROOM CONTROLLERS

- A. Room Controllers automatically bind the room loads to the connected devices in the space without commissioning or the use of any tools. Room Controllers shall be provided to match the room lighting load and control requirements. The controllers will be simple to install and will not have, dip switches, potentiometers or require special configuration. The control units will include the following features:
 - 1. Automatic room configuration to the most energy-efficient sequence of operation based upon the devices in the room.
 - 2. Simple replacement – Using the default automatic configuration capabilities, a room controller may be replaced with an off-the-shelf unit without requiring any configuration or setup.

3. Device Status LEDs to indicate:
 - a. Data transmission
 - b. Device has power
 - c. Status for each load
 - d. Configuration status
 4. Quick installation features including:
 - a. Standard junction box mounting
 - b. Quick low voltage connections using standard RJ-45 patch cable
 5. Plenum rated
 6. Manual override and LED indication for each load
 7. Dual voltage (120/277 VAC, 60 Hz)
 8. Zero cross circuitry for each load.
- B. On/Off Room Controllers shall include:
1. One or two relay configuration
 2. Efficient 150 mA switching power supply
 3. Three RJ-45 DLM local network ports
 4. Discrete model listed for connection to receptacles, for occupancy-based control of plug loads within the space.
 - a. One relay configuration only
 - b. Automatic-ON/OFF configuration
 5. WattStopper product numbers: LMRC-101, LMRC-102, LMPL-101
- C. On/Off/Dimming enhanced Room Controllers shall include:
1. Real time current monitoring
 2. One, two or three relay configuration
 3. Efficient 250 mA switching power supply
 4. Four RJ-45 DLM local network ports.
 5. One 0-10 volt analog output per relay for control of compatible ballasts and LED drivers.
 6. Optional Network Bridge for BACnet MS/TP communications (LMRC-3xx).
 7. The following dimming attributes may be changed or selected using a wireless configuration tool:
 - a. Establish preset level for each load from 0-100%
 - b. Set high and low trim for each load
 - c. Set lamp burn in time for each load up to 100 hours
 8. Discrete model listed for connection to receptacles, for occupancy-based control of plug loads within the space.

- a. One relay configuration only
 - b. Automatic-ON/OFF configuration
9. WattStopper product numbers: LMRC-211, LRM-212, LRM-213, LMPL-201, LMRC-311, LMRC-312, LMRC-313.

2.5 DIGITAL PHOTSENSORS

- A. Digital photosensors work with room controllers to provide automatic switching or dimming daylight harvesting capabilities for any load type connected to a room controller. Closed loop photosensors measure the ambient light in the space and control a single lighting zone. Open loop photosensors measure incoming daylight in the space, and are capable of controlling up to three lighting zones. Photosensors shall be interchangeable without the need for rewiring.
- B. Digital photosensors include the following features:
- 1. An internal photodiode that measures only within the visible spectrum, and has a response curve that closely matches the photopic curve. The photodiode shall not measure energy in either the ultraviolet or infrared spectrums. The photocell shall have a sensitivity of less than 5% for any wavelengths less than 400 nanometers or greater than 700 nanometers.
 - 2. Sensor light level range shall be from 1-10,000 footcandles (fc).
 - 3. The capability of switching one-third, one-half or all lighting ON and OFF, or raising or lowering lighting levels, for each controlled zone, depending on the selection of room controller(s) and load binding to room controller(s).
 - 4. For switching daylight harvesting, the photosensor shall provide a deadband or a separation between the "ON Setpoint" and the "OFF Setpoint" that will prevent the lights from cycling after they turn off.
 - 5. For dimming daylight harvesting, the photosensor shall provide the option, when the daylight contribution is sufficient, of turning lights off or dimming lights to a user-selectable minimum level.
 - 6. Optional programmable wall switch override to allow occupants to reduce lighting level to increase energy savings or, if permitted by system administrator, raise and lower lighting levels for a selected period of time or cycle of occupancy.
 - 7. Infrared (IR) transceiver for configuration and/or commissioning with a handheld configuration tool, to transmit detected light level to wireless configuration tool, and for communication with personal remote controls.
 - 8. Red configuration LED that blinks to indicate data transmission.
 - 9. Blue status LED indicates test mode, override mode and load binding.
 - 10. Recessed switch to turn controlled load(s) ON and OFF.
 - 11. One RJ-45 port for connection to DLM local network.
 - 12. An adjustable head and a mounting bracket to accommodate multiple mounting methods and building materials. The photosensor may be mounted on a ceiling tile, skylight light well, suspended lighting fixture or backbox.
- C. Closed loop digital photosensors include the following additional features:
- 1. An internal photodiode that measures light in a 100 degree angle, cutting off the unwanted light from bright sources outside of this cone.

2. Automatic self-calibration, initiated from the photosensor, a wireless configuration tool or a PC with appropriate software.
3. Automatically establishes setpoints following self-calibration.
4. A sliding setpoint control algorithm for dimming daylight harvesting with a "Day Setpoint" and the "Night Setpoint" to prevent the lights from cycling.
5. WattStopper Product Number: LMLS-400.

D. Open loop digital photosensors include the following additional features:

1. An internal photodiode that measures light in a 60 degree angle cutting off the unwanted light from the interior of the room.
2. Automatically establishes setpoints following calibration using a wireless configuration tool or a PC with appropriate software.
3. A proportional control algorithm for dimming daylight harvesting with a "Setpoint" to be maintained during operation.
4. WattStopper Product Number: LMLS-500.

2.6 ROOM NETWORK (DLM Local Network)

- A. The DLM local network is a free topology lighting control physical connection and communication protocol designed to control a small area of a building. Digital room devices connect to the network using CAT 5e cables with RJ-45 connectors which provide both data and power to room devices. Features of the DLM local network include:
1. Plug n' Go automatic configuration and binding of occupancy sensors, switches and lighting loads to the most energy-efficient sequence of operation based upon the device attached.
 2. Simple replacement of any device in the network with a standard off the shelf unit without requiring commissioning, configuration or setup.
 3. Push n' Learn configuration to change the automatic configuration, including binding and load parameters without tools, using only the buttons on the digital devices in the local network.
 4. Two-way infrared communications for control by handheld remotes, and configuration by a handheld tool including adjusting load parameters, sensor configuration and binding, within a line of sight of up to 30 feet from a sensor, wall switch or IR receiver.

2.7 CONFIGURATIONS TOOLS

- A. A configuration tool facilitates optional customization of DLM local networks, and is used to set up open loop daylighting sensors. A wireless configuration tool features infrared communications, while PC software connects to each local network via a USB interface.
- B. Features and functionality of the wireless configuration tool shall include:
1. Two-way infrared (IR) communication with DLM IR-enabled devices within a range of approximately 30 feet.
 2. High visibility organic LED (OLED) display, pushbutton user interface and menu-driven operation.
 3. Read, modify and send parameters for occupancy sensors, daylighting sensors, room controllers and buttons on digital wall switches.
 4. Save up to nine occupancy sensor setting profiles, and apply profiles to selected sensors.

5. Temporarily adjust light level of any load(s) on the local network, and incorporate those levels in scene setting.
6. Adjust or fine-tune daylighting settings established during auto-commissioning, and input light level data to complete commissioning of open loop daylighting controls.

C. WattStopper Product Numbers: LMCT-100, LMCI-100/LMCS-100

2.8 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
1. Allen-Bradley/Rockwell Automation.
 2. ASCO Power Technologies, LP; a division of Emerson Electric Co.
 3. Eaton Corporation.
 4. General Electric Company; GE Consumer & Industrial - Electrical Distribution; Total Lighting Control.
 5. Square D; a brand of Schneider Electric.
- B. Description: Electrically operated and electrically held, combination-type lighting contactors with nonfused disconnect, complying with NEMA ICS 2 and UL 508.
1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
 3. Enclosure: Comply with NEMA 250.

2.9 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. When using wire for connections other than the DLM local network (Cat 5e with RJ-45 connectors), provide detailed point to point wiring diagrams for every termination. Provide wire specifications and wire colors to simplify contactor termination requirements
- B. Install the work of this Section in accordance with manufacturer's printed instructions unless otherwise indicated.
- C. Calibrate all sensor time delays and sensitivity to guarantee proper detection of occupants and energy savings.

1. Adjust time delay so that controlled area remains lighted for 5 minutes after occupant leaves area.
- D. Provide written or computer-generated documentation on the commissioning of the system including room by room description including:
 1. Sensor parameters, time delays, sensitivities, and daylighting setpoints.
 2. Sequence of operation, (e.g. manual ON, Auto OFF. etc.)
 3. Load Parameters (e.g. blink warning, etc.)

3.2 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. All low voltage cabling shall meet manufactures requirements.
- C. Low voltage cables do not require raceway in accessible ceilings. Cabling shall be cleanly organized and supported by J-Hooks or approved methods every 6 feet.
- D. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- E. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- F. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.3 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."
 1. Identify controlled circuits in lighting contactors.
 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Lighting control devices will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.5 ADJUSTING

- A. Occupancy Adjustments: Provide one on-site visit eight months from date of substantial completion to assist in adjusting sensors to suit actual occupied conditions. In addition to the

one required visit, when requested within 12 months from date of Substantial Completion, provide one additional on-site assistance in adjusting sensors to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.
2. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.
3. Align high-bay occupancy sensors using manufacturer's laser aiming tool.

3.6 DEMONSTRATION

- A. Coordinate demonstration of products specified in this Section with demonstration requirements for low-voltage, programmable lighting control systems specified in Section 260943.13 "Addressable-Fixture Lighting Controls" and Section 260943.23 "Relay-Based Lighting Controls."
- B. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.
 1. Commission and Train owner's personnel at time of substantial completion.
 2. 8 months after substantial completion Commission and Train owner's personnel.

END OF SECTION

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Load centers.

1.2 DEFINITIONS

- A. MCCB: Molded-case circuit breaker.
- B. SPD: Surge protective device.
- C. NRTL: Nationally Recognized Testing Laboratory.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for SPD as installed in panelboard, where applicable.
 - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 7. Include wiring diagrams for power, signal, and control wiring.
 - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.4 INFORMATIONAL SUBMITTALS

- A. Panelboard schedules for installation in panelboards.
- B. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 260548.16, "Seismic Controls for Electrical Systems."

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Keys: Two spares for each type of panelboard cabinet lock.

1.7 FIELD CONDITIONS

- A. Environmental Limitations:
 - 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet (2000 m).

1.8 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels in accordance with NEC 110.26.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
 - 1. Panelboard Warranty Period: 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 1.
- F. Comply with NFPA 70.
- G. Enclosures: Flush and Surface-mounted (as noted on plans), dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
 - c. Kitchen or Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
 - d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
 - 2. Height: 84 inches (2.13 m) maximum.
 - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
- H. Incoming Mains Location: Top or Bottom as determined by Contractor, based on field condition, UNO.
- I. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

- J. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: Hard-drawn copper, 98 percent conductivity.
 - 2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
 - 4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
 - 5. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- K. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices.
- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

2.3 LOAD CENTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Cutler-Hammer.
 - 2. General Electric Company.
 - 3. Square D by Schneider Electric.
- B. Load Centers: Comply with UL 67.
- C. Mains: As noted on Drawings.
- D. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.
- E. Conductor Connectors: Mechanical type for main, neutral, and ground lugs and buses.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
1. Eaton Cutler-Hammer.
 2. General Electric Company.
 3. Square D by Schneider Electric.
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Electronic Trip Circuit Breakers:
 - a. RMS sensing.
 - b. Field-replaceable rating plug or electronic trip.
 - c. Field-Adjustable Settings:
 - 1) Instantaneous trip.
 - 2) Long- and short-time pickup levels.
 - 3) Long and short time adjustments.
 - 4) Ground-fault pickup level, time delay, and I squared T response.
 4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 5. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
 6. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
 7. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
 8. Subfeed Circuit Breakers: Vertically mounted.
 9. MCCB Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Breaker handle indicates tripped status.
 - c. UL listed for reverse connection without restrictive line or load ratings.
 - d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - e. Application Listing: Appropriate for application.

2.5 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in transparent card holder.

2.6 ACCESSORY COMPONENTS AND FEATURES

- A. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NEMA PB 1.1.
- C. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."
- D. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated. (Ensure that the operating handle of top-most switch or circuit breaker, in on position, is not higher than 79 inches (2000 mm) above finished floor or grade).
- E. Mount panelboard cabinet plumb and rigid without distortion of box.
- F. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- G. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.

- H. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- I. Install filler plates in unused spaces.
- J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 26 2726 – WIRING DEVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Weather-resistant receptacles.
 - 3. Snap switches.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.03 ACTION SUBMITTALS

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

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.02 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.03 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).
 - 2. Provide Tamper-Resistant receptacles where required per NEC 406.12.C.
 - a. Leviton; T5820 (duplex).

2.04 GFCI RECEPTACLES

- A. General Description:
 - 1. Straight blade, non-feed-through type.
 - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.
 - 2. Provide Tamper-Resistant receptacles where required per NEC 406.12.C.
 - a. Leviton; GFTR2.

2.05 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Single Pole:
 - 1) Cooper; AH1221.
 - 2) Hubbell; HBL1221.
 - 3) Leviton; 1221-2.
 - 4) Pass & Seymour; CSB20AC1.
 - b. Two Pole:
 - 1) Cooper; AH1222.
 - 2) Hubbell; HBL1222.
 - 3) Leviton; 1222-2.
 - 4) Pass & Seymour; CSB20AC2.
 - c. Three Way:
 - 1) Cooper; AH1223.

- 2) Hubbell; HBL1223.
- 3) Leviton; 1223-2.
- 4) Pass & Seymour; CSB20AC3.
- d. Four Way:
 - 1) Cooper; AH1224.
 - 2) Hubbell; HBL1224.
 - 3) Leviton; 1224-2.
Pass & Seymour; CSB20AC4.

C. Pilot-Light Switches, 20 A:

- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; AH1221PL for 120 and 277 V.
 - b. Hubbell; HBL1201PL for 120 and 277 V.
 - c. Leviton; 1221-LH1.
Pass & Seymour; PS20AC1RPL for 120 V, PS20AC1RPL7 for 277 V.
- 2. Description: Single pole, with lighted handle, illuminated when switch is "off."

D. Key-Operated Switches, 120/277 V, 20 A:

- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; AH1221L.
 - b. Hubbell; HBL1221L.
 - c. Leviton; 1221-2L.
Pass & Seymour; PS20AC1-L.
- 2. Description: Single pole, with factory-supplied key in lieu of switch handle.

2.06 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: Smooth, high-impact thermoplastic.
 - a. For new surface-mount devices on existing walls: Wall plate shall match surface-mount metal raceway. Provide White, or as selected by Architect.
 - 3. Material for Unfinished Spaces: Galvanized steel.
 - 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof while in-use Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.07 FINISHES

- A. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: White, or as selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtail existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 - 8. Tighten unused terminal screws on the device.
 - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
 - 1. Install ground pin of vertically mounted receptacles up and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

- G. Dimmers:
 - 1. Install dimmers within terms of their listing.
 - 2. Verify that dimmers used for fan speed control are listed for that application.
 - 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.02 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles.

3.03 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Test Instruments: Use instruments that comply with UL 1436.
 - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.

3.04 IDENTIFICATION

- A. Receptacles: Identify panelboard and circuit number from which the device is served. Use hot, stamped or engraved machine printing with black-filled 1/8" lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.05 WEATHER STRIPPING

- A. Behind exterior wall devices
 - 1. Install a precut foam insulation pad over the fixture and reinstall the cover.

END OF SECTION

SECTION 265100 - LIGHTING

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. Interior lighting fixtures.
 - 2. Lighting fixture supports.

- B. Related Sections:

- 1. Section 260923 "Lighting Control Devices" for control of lighting, including digital switches, photoelectric relays, and occupancy sensors.
 - 2. Section 262726 "Wiring Devices".

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 PRIOR APPROVAL

- A. Prior approvals are not required unless otherwise noted on the Luminaire Schedule.
 - 1. All material supplied to the project must meet or exceed the quality, performance, and have similar features to the product originally specified. It is the contractor's responsibility to ensure that substituted equipment matches the exterior dimensions, weight, and configuration of the specified equipment.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Energy-efficiency data.
 - 4. Life, output (lumens, CCT, and CRI), and energy-efficiency data.
 - 5. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Installation instructions.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Fixture-mounted, emergency battery pack: One for every 50 emergency lighting unit.
 - 3. Power Supply: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.
 - 5. Drivers: 1 for every 50 of each type and rating installed. Furnish at least one of each type.
 - 6. LED Boards: 1 for every 50 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. Comply with NFPA 70.

1.9 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.
- B. Fire rated assemblies: Fixtures installed in fire rated assemblies shall maintain the fire rating of said assembly. Contractor is required to coordinate with Architectural draws to verify assembly ratings.
- C. Insulated ceiling space: Fixtures installed in an insulated ceiling be IC rated or manufacturer recommended clearances between fixture and insulation. Contractor is required to coordinate with Architectural draws to verify insulated areas above ceilings.

1.10 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: **Five year(s)** from date of Substantial Completion.

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, product(s) indicated on Drawings.

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Standards:
 - 1. ENERGY STAR certified.
 - 2. California Title 24 compliant.
 - 3. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
 - 4. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
 - 5. UL Listing: Listed for damp location.
 - 6. Recessed luminaires shall comply with NEMA LE 4.
- C. CRI of minimum 82.

- D. CCT 3500 K.
- E. Rated lamp life of **50,000** hours to L70.
- F. Lamps dimmable from 100 percent to 10 (Minimum) percent of maximum light output.
- G. Internal driver.
- H. Minimum Efficacy:
 - 1. Troffers or flat panels: 100 lm/W.
- I. Nominal Operating Voltage: 120-277V.
- J. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
- K. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- L. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during maintenance and when secured in operating position.
- M. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- N. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific LED type.
 - b. LED board model and serial number with company contact information for reordering.
 - c. CCT and CRI for all luminaires.

2.3 LED Assemblies

- A. Products UL rated for 40 degree C (104 degrees F) ambient environments.
- B. All products compliant with EISNA LM-79 and LM-80 standards.

2.4 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 260529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- F. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Remote Mounting of power supplies: Distance between the power supply and fixture shall not exceed that recommended by power supply manufacturer. Verify, with power supply manufacturers, maximum distance between ballast and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
 - 4. Install at least two independent support rods or wires from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.

E. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

F. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 INSULATED CEILING SPACES

- A. Provide IC rated fixture assemblies or manufacturer recommended clearances between fixture and insulation.

3.4 FIRE RATED ASSEMBLIES

- A. Provide fire rated fixture assemblies or a third party fire rated cover.
1. Fire rated covers
 - a. Provide manufacturer recommended clearances for all non IC rated fixtures.

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Test in accordance with IESNA TM-21.
- C. Luminaire will be considered defective if it does not pass operation tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 265100