

**SUPPLEMENTAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION -
GENERAL CONTRACTOR/CONSTRUCTION MANAGER
(GC/CM)**

(Revised: March 1, 2016)

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.

2.4.5. The GC/CM agrees that the Project team identified in the response to GC/CM Request for Proposal (RFP) shall be fully and completely engaged to the extent stipulated in the Proposal response for the duration of the Project, except for catastrophic events including but not limited to termination of employment, illness, accident, or death. Any changes in the GC/CM Project Team members or roles should be agreed with the Owner in writing.

ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

3.2.1. Insert at the start of line 1: “The responsibilities of the Contractor during the construction phase are to include Construction Management (CM) services as outlined in the Pre-construction Services Conditions for General Contractor/Construction Manager agreement.”

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 Facilities 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 coordinated with the Architect, Contractor and Owner.

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://www2montana.edu/policy/smoking_facilities/)

ARTICLE 7 – CHANGES IN WORK

7.2. CHANGE ORDERS

7.2.2.2. Insert in after each phrase ending “allowance of *. *%” the phrase “calculated as (cost of the work) x *. *%.

ARTICLE 8 - TIME

8.1. DEFINITIONS

8.1.6. ADD: All in accordance with Article 4.16 in Pre-construction Services Conditions for GC/CM agreement.

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.

8.3. 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 duration or by the stated date and that Subcontractors, manufacturers, suppliers, and deliverers are known to be able to support completion of the Work in the time allotted. Time extension may be granted in accordance with Article 4.3. 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.

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

10.1.2 Insert in the second line before the word “ safeguards”: “as coordinated with the 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 for the Contractor to produce project specific rules and guidelines not already in place pertaining to but not limited 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 documented 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.

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”.

11.8. 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.

[END OF SUPPLEMENTAL GENERAL CONDITIONS (GCCM)]

Facilities Services 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	136	544	\$18,000.00
Chem Building	229	916	\$30,000.00
Chem Modular	16	64	\$3,000.00
Cobleigh	380	1,520	\$41,000.00
Cooley	99	396	\$12,000.00
Creative Arts Complex	368	1,472	\$50,000.00
Culbertson	171	684	\$23,000.00
Haynes	113	452	\$16,000.00
Howard	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
Gains	175	700	\$23,000.00
Grad Art	6	24	\$2,000.00
Hamilton	99	396	\$16,000.00
Heat Plant	17	68	\$3,000.00
Herrick	118	472	\$16,000.00
Kellog	35	140	\$5,000.00
Leon Johnson	313	1,252	\$37,000.00
Lewis	163	652	\$21,000.00
Linfield	295	1,180	\$34,000.00
Marga Hosaeus	134	536	\$18,000.00
Marsh	187	748	\$24,000.00
McCall	52	208	\$9,000.00
Molecular Bean	5	20	\$2,000.00
Montana	156	624	\$22,000.00
MOR	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	302	1,208	\$36,000.00
Renne	255	1,020	\$32,000.00
Roberts	140	560	\$20,000.00
Romney	98	392	\$15,000.00
Swingle	137	548	\$18,000.00
Taylor	56	224	\$10,000.00
Traphagen	148	592	\$21,000.00
Univ. Record Storage	9	36	\$2,000.00
VisComm (Black Box)	144	576	\$21,000.00
Wilson	325	1,300	\$38,000.00
Mech Room	501	2,004	\$30,000.00
Total	8,165	30,656	\$997,000.00

Accepted BY: _____

Date: _____