PROJECT MANUAL FOR:

Johnstone Complex Re-Roof

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

November 5, 2026

PPA No. 26-1535

MONTANA STATE UNIVERSITY

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



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MONTANA STATE UNIVERSITY

UNIVERSITY FACILITIES MANAGEMENT

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

PERMIT NOTICE

(Form Revision Date: January 2026)

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

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

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

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

Electrical and Plumbing contractors will need to secure their specific permits. Information can be found here:

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

MONTANA
STATE UNIVERSITY

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

INVITATION TO BID

Sealed bids will be received until **2:00 PM** on **Tuesday, December 1, 2026,** and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 516 W. Grant St., Bozeman, Montana**, for: **Johnstone Complex Reroof, PPA No. 26-1535.**

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

Montana State University
UNIVERSITY FACILITIES MANAGEMENT
Plew Building, 516 W. Grant St.
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, November 16, 2026, AT 9:30 a.m. PARTICIPANTS SHOULD MEET AT THE NORTH LOADING DOCK OF HARRISON HALL, SERVICE DRIVE IS ACCESSIBLE OFF COLLEGE ST. ATTENDANCE IS STRONGLY RECOMMENDED. QUESTIONS RECEIVED AFTER NOVEMBER 24, 2026, WILL BE RESPONDED TO AT THE OWNER'S DISCRETION. Bidders should thoroughly review the contract documents before the pre-bid conference.

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

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

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

Time of Completion
Bidder agrees to commence work after receipt of the Contract for Construction, on the specified date of commencement**, May 10, 2027**, and to substantially complete the project by **August 16, 2027**.

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

MONTANA STATE UNIVERSITY

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Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
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INSTRUCTIONS TO BIDDERS

1. Table of Contents

Provided in the Printed Project Manual:
Invitation to Bid
Instruction to Bidders
Bid Proposal, Form 098
Sample Standard Form of Contract
State of Montana General Conditions
MSU Supplementary Conditions
Specifications
Drawings

These additional forms can be found on our website or will be provided upon request:
http://www.montana.edu/pdc/docs/index.html
Substitution Request, Form 99
Schedule of Values, Form 100
Periodic Estimate for Partial Payment, Form 101
Acknowledgement of Subcontractors, Form 102
Consent of Surety to Final Payment, Form 103
Contract Change Order, Form 104
Contractor's Affidavit, Form 106
Certificate of Substantial Completion, Form 107
Construction Change Directive, Form 109
Request for Information, Form 111
Performance Bond, Form 112
Labor and Material Payment Bond, Form 113
Certificate of Final Acceptance, Form 118
Buy-Safe Montana Form

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

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

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

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

Butte Builders Exchange
1953 S. Montana St.
Butte MT 59701
406/782-5433
butteplans@gmail.com

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

Great Falls Builders Exchange
325 2nd Street South
Great Falls MT 59405
406/453-2513
gfbe@greatfallsplans.com

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

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

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

   3.1. Contract Documents may be obtained at the office of:
   MONTANA STATE UNIVERSITY
   UNIVERSITY FACILITIES MANAGEMENT
   PLEW BUILDING 1st FLOOR
   516 W. GRANT ST.
   BOZEMAN, MONTANA 59717-2760
   406/994-5413

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

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

4. Visits to Site

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

Donny Beebe, Project Manager
Montana State University
University Facilities Management
516 W. Grant ST., PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-4547; Fax: 406/994-5665

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

5. Requests for Substitution

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

6. Bids/Proposals

6.1. The bidder shall submit his bid on the Bid Proposal Form furnished with the Contract Documents.

6.2. DO NOT send the Contract Documents with the Proposal. The Contract Documents shall be returned as noted in Article 3.2 of the Instructions to Bidders.

6.3. If the project is funded by any portion of federal funds, the following may apply: on Federally-funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form must be submitted with the bid proposal. If the debarment form is not included within the Construction Documents, federal funds (if included) do not require the form or are not included in the project and the debarment form is not required.

6.4. Proposals shall be in a sealed envelope and addressed to:
STATE OF MONTANA, MONTANA STATE UNIVERSITY
UNIVERSITY FACILITIES MANAGEMENT
PLEW BUILDING 1ST FLOOR
516 W. GRANT ST.
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:	**Johnstone Complex Reroof**
Location:	**Montana State University Bozeman Campus**
MSU PPA Project Number:	**26-1535**
Name of Bidder:	_____
Acknowledge Addendum Number:	__, __, __, __

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

6.7. If requested on the Bid Proposal, any person making a bid to perform the Work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion or work listed. The bidder whose bid is accepted shall not:

6.7.1. Substitute any other subcontractor in place of the subcontractor listed in the original bid, except by specific consent of the Owner. The Owner, at its sole discretion, may grant substitution with consent of the originally listed subcontractor, or in consideration of other factor(s) involved if deemed relevant to the successful performance of the Contract.

6.7.2. Permit any such subcontract to be voluntarily assigned, transferred or allow it to be performed by any party other than the subcontractor listed in the original bid without the consent of the Owner.

6.8. Bid Proposals entitled to consideration shall be made in accordance with the following instructions:

6.8.1. Made upon form provided;
6.8.2. All blank spaces properly filled;
6.8.3. All numbers stated in both writing and in figures;
6.8.4. Shall contain no additions, conditional or alternate bids, erasures or other irregularities;
6.8.5. Shall acknowledge receipt of all addenda issued.

6.9. Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows:

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

6.10. Unit Prices: When a Bid Proposal Form contains unit prices, any errors discovered in the extension of those unit prices will be corrected by the Owner using the unit price figures. The adjusted extended amount will then be used to determine the correct total bid. Only after the amounts have been checked and adjusted, if necessary, will the valid low bid be determined.

6.11. Estimated Quantities: All estimated quantities stipulated in the Bid Proposal and other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing proposals submitted for the work. It is understood and agreed that the actual amounts of work done, and materials furnished under unit price items may vary from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed.

6.12. Any bidder may modify his bid by fax communication only.

6.12.1 It is the bidder’s responsibility to ensure that the entire modification is received at the bid opening location prior to the scheduled closing time for receipt of bids. The modification shall not reveal the bid price but shall only provide the ADDITION or SUBTRACTION from the original proposal.

6.12.2 The Owner is not responsible for the performance of the facsimile/printer machine, maintaining adequate paper levels, toner levels, the telephone connection, quality of the facsimile, or any other factors affecting receipt of the fax. Unreadable or difficult-to-read facsimiles may be rejected at the sole discretion of the Owner.

6.12.3 Changes in the listed subcontractors, if any, shall also be provided.

6.12.4 Bid modifications must be verified by hard copy provided to the Owner within two (2) business days after the bid opening.

6.12.5 Bid modifications shall be directed to fax phone (406) 994-5665.

6.12.6 All facsimiles shall be date and time stamped on the same time-stamp clock in the Owner’s office that is used for receipt of bids in order to be considered valid. The Owner may also use the date and time on the automatically-generated email notification of

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

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

7. Bid Security

7.1. IF THE PROJECT COST IS LESS THAN $25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).

7.2. Proposals over $150,000 shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith (18-2-302 MCA).

7.3. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana (18-2-302 MCA).

7.4. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security (18-1-204 MCA).

7.5. The bid security of unsuccessful bidders will be returned when the contract has been awarded to the successful bidder or when all bids have been rejected (18-1-205 MCA).

7.6. Execution of and entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of the construction contractor registration certificate.

7.7. **NOTE: PER STATE POLICY, IF CASH, CHECK, MONEY ORDER, OR BANK DRAFT ARE PROVIDED AS BID SECURITY, IT WILL BE DEPOSITED IN THE TREASURY. UNSUCCESSFUL BIDDERS WILL HAVE THEIR SECURITY RETURNED UPON CONTRACT AWARD. THE SUCCESSFUL BIDDER'S SECURITY MAY BE RETURNED UPON THE SIGNATURE BY BOTH CONTRACTOR AND OWNER ON THE CONTRACT FOR CONSTRUCTION.**

8. Withdrawal of Bids

8.1. Any bidder may withdraw his bid proposal at any time prior to the scheduled closing time for the receipt of bids.

8.2. Once the closing time for the receipt of bids is reached, a bid may not be withdrawn for a period of thirty (30) calendar days.

9. Interpretation of Contract Documents

9.1. Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents or of the site and local conditions.

9.2. Bidders requiring clarification or interpretation of the Contract Documents shall request, in writing, clarification from the Architect/Engineer at least ten (10) calendar days prior to the date set for receipt of bids.

9.3. Any interpretations, corrections, or change in the Contract Documents prior to the bid opening will be made by written addendum issued by the Architect/Engineer. The Architect/Engineer will endeavor to notify all plan holders of any addenda issued but it shall be the responsibility of the individual bidders to insure they have received all addenda prior to the submission of their bid.

9.4. All written addenda issued by the Architect/Engineer will become part of the Contract Documents and all bidders shall be bound by such addenda whether or not received and/or acknowledged by the bidder. No oral or telephone modifications of the Contract Documents will be considered or allowed.

10. Award of Bids

10.1. All bids received by the stated hour will be opened and publicly read aloud.

10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.

10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.

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

10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
10.4.2. The term “responsible” does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
10.4.3. The term “responsible” includes, but is not limited to:
10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
10.4.3.3. Having a satisfactory record of integrity and business ethics;
10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.

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

10.6. The State of Montana may negotiate deductive changes, not to exceed 15% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

11. Contract

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

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

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

12. Performance, Labor and Material Payment Security

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

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

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

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

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

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

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

    12.8. Power of Attorney

        12.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;
        12.8.2. One original copy shall be furnished with each set of bonds.
        12.8.3. Others furnished with a set of bonds may be copies of that original.

13. Notice To Proceed

    13.1. The successful bidder who is awarded the contract for construction will **NOT** be issued a Notice to Proceed document for this project. The contract for construction shall include the dates for project commencement and completion and shall serve as a Notice to Proceed for the outlined work.

14. Laws and Regulations

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

15. Payments

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

16. Buy Safe Montana Provisions

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

17. Time of Completion

17.1. Bidder agrees to commence work immediately upon receipt of the Standard Form of Contract Between Owner and Contractor for Construction upon the specified date of commencement, and to substantially complete the project by **August 16, 2027**.

17.2. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of **50,000/100 ($500.00) DOLLARS** per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor.

~END OF INSTRUCTIONS~

MONTANA STATE UNIVERSITY

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

BID PROPOSAL

Johnstone Complex Reroof
PPA No. 26-1535

TO:
State of Montana, Montana State University
University Facilities Management
Attn: Contract Administrator
Plew Building, 516 W. Grant St.
PO Box 172760
Bozeman, Montana 59717-2760

Prospective Bidders:

The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work as prepared by **A&E + SMA DESIGN, 515 W ASPEN ST, STE 200A, BOZEMAN, MT 59715, (406) 451-7305,** 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)

LIST OF SUBCONTRACTORS

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

DESCRIPTION OF WORK	SUBCONTRACTOR
[i.e. Mechanical insert here]	_____
[i.e. Electrical insert here]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____
[Description of Work]	_____

This bidder acknowledges receipt of the following addenda:

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

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

Company Name: _____

Business Address: _____

_____

_____

Construction Contractor Registration No.: _____

Phone No.: _____

Fax No.: _____

Email: _____

Date: _____

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

☐ The principal of a single owner firm;

☐ A principal of a partnership firm;

☐ An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or (attach a copy of the resolution),

☐ Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.

Signature: _____

Print Name: _____

Title: _____

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

Signature: _____

Print Name: _____

Email: _____

MONTANA
STATE UNIVERSITY

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

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: January 2026)

ARTICLE 1 – GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

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

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

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

1.1.1.1.1. As between figures, dimensions, or numbers given on drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;
1.1.1.1.2. As between large scale drawings and small scale drawings, the larger scale drawings shall govern;
1.1.1.1.3. As between the technical specifications and drawings; the technical specifications shall govern.
1.1.1.1.4. Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

1.3. CAPITALIZATION

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

1.4. INTERPRETATION

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

1.5. EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS

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

1.5.2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.5.3. The Contractor acknowledges that it has taken all reasonable actions necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, gas, electric power, phone service, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation, topography, and conditions of the ground; and, (5) the character of equipment and facilities needed for performance of the Work. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory geotechnical work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly ascertaining and estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to the Owner.

1.5.4. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner, nor does the Owner assume responsibility for any understanding reached or representation made by any of its officers, agents, or employees concerning conditions which can affect the Work unless that understanding or representation is expressly stated in the Contract Documents.

1.5.4.1. Performance of any portion of the Work beyond that required for complying with the specifications and all other requirements of the Contract, shall be deemed to be for the convenience of the Contractor and shall be at the Contractor's sole expense.

1.5.4.2. There shall be no increase in the contract price or time allowed for performance which is for the convenience of the Contractor.

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

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

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

ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

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

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

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

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

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

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

2.2. OWNER'S RIGHT TO STOP WORK

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

2.3. OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4. OWNER'S RIGHT TO PERSONNEL

2.4.1. The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly with the Contractor or indirectly through the Architect/Engineer. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruption to the facility or others, poor management, causes delay or delays, disruption of the Project, will not strictly adhere to facility procedures and Project requirements either knowingly or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

2.4.2. Any issue or circumstance relating to or resulting out of this clause shall not be construed or interpreted to be interference with or impacting upon the Contractor's responsibilities and liabilities under the Contract Documents.

2.4.3. Person(s) and/or personnel who do not perform in accordance with the Contract Documents, shall be deemed to have provided the Owner with cause to have such persons removed from any and all involvement in the Work.

2.4.4. The Contractor agrees to indemnify and hold harmless the Owner from any and all causes of action, demands, claims, damages, awards, attorneys' fees, and other costs brought against the Owner and/or Architect/Engineer by any and all person(s) or personnel as a result of actions under this clause.

ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

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

3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.

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

3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;

3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;

3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;

3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,

3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

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

3.1.5. The Contractor shall provide on minimum of a bi-weekly basis the onsite Superintendent's daily reports/logs

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

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

3.1.8. Buy-Safe Montana Provision: The Owner shall review the Buy-Safe Montana Form provided by the Bidder under Articles 16 of the Instructions to Bidders. To promote a safe work environment, the Owner encourages an incidence rate less than the latest average for non-residential building construction for Montana as established by the federal Bureau of Labor Statistics for the prior year; an experience modification rating (EMR) less than 1.0; and a loss ratio of less than 100%. The Contractor with a greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100% shall schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before the Owner grants Substantial Completion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit http://erd.dli.mt.gov/safety-health/onsite-consultation.

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1. Since the Contract Documents are complementary and inter-related, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions affecting the Work. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. However, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect/Engineer as a request for information in such form as the Architect/Engineer may require.

3.2.2. Any errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

3.2.3. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect/Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.4 and 4.3.5. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents

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

3.2.4. Except as otherwise expressly provided in this Contract, the Contractor assumes all risks, liabilities, costs, and consequences of performing any effort or work in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing by the Owner to issue such an order.

3.2.5. By entering into this Contract, the Contractor acknowledges that it has informed itself fully regarding the requirements of the Drawings and Specifications, the General Conditions, the Supplementary General Conditions, all other documents comprising a part of the Contract Documents and all applicable laws, building codes, ordinances and regulations. Contractor hereby expressly acknowledges, guarantees, and warrants to the Owner that:

3.2.5.1. the Contract Documents are sufficient in detail and scope to enable Contractor to construct the finished project;

3.2.5.2. no additional or further work should be required by Owner at the time of Owner's acceptance of the Work; and,

3.2.5.3. when the Contractor's work is finished and the Owner accepts, the Work will be complete and fit for the purpose intended by the Contract Documents. This acknowledgment and guarantee does not imply that the Contractor is assuming responsibilities of the Architect/Engineer.

3.2.6. Sufficiency of Contract Documents: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has received, carefully reviewed, and evaluated all aspects of the Contract Documents and agrees that said Documents are adequate, consistent, coordinated, and sufficient for bidding and constructing the Work requested, intended, conceived, and contemplated therein.

3.2.6.1. The Contractor further acknowledges its continuing duty to review and evaluate the Contract Documents during the performance of its services and shall immediately notify the Architect/Engineer of any problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions it discovers in the Contract Documents and the Work to be constructed; and, any variances it discovers between the Contract Documents and applicable laws, statutes, building codes, rules or regulations.

3.2.6.2. If the Contractor performs any Work which it knows or should have known due to its experience, ability, qualifications, and expertise in the construction industry, that involves problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions in the Contract Documents and the Work to be constructed and, any variances between the Contract Documents and applicable laws, statutes, building codes, rules or regulations, without prior written notification to the Architect/Engineer and without prior authorization to proceed from the Architect/Engineer, the Contractor shall be responsible for and bear the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Architect/Engineer.

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

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

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

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

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

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part Architect/Engineer or Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect/Engineer or Owner as appropriate shall be solely responsible for any resulting loss or damage. The Contractor will be required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee. The Contractor is required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.

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

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

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

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

3.4. LABOR, WAGES, AND MATERIALS

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

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

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

3.4.4. Prevailing Wages and Montana Residents.

3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

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

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

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

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

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

3.4.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are bound herein. The Commissioner of the Montana DOLI has established the resident requirements in accordance

with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

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

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

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

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

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

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

3.4.4.11. The contractor and all subcontractors are required by MCA 18-2-417 to make wage rate adjustments for projects with a construction duration exceeding 30 months.

3.5. **WARRANTY AND GUARANTEE**

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

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

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

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

3.6. TAXES

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

3.6.2. In compliance with 15-50-206 MCA, the Contractor will have 1% of his **gross** receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than $80,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

3.7. PERMITS, FEES, AND NOTICES

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

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

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

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

3.8. ALLOWANCES

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

3.8.2. Unless otherwise provided in the Contract Documents:

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

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

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

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

3.9. CONTRACTOR'S PERSONNEL

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

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

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

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

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

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

3.10. CONSTRUCTION SCHEDULES

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

is approved by the Owner and materially affects the Critical Path. It is the Contractor's responsibility to demonstrate that any time extensions requests materially affect the Critical Path.

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

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

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

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

3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work.

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

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

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

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

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

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

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

3.10.7. The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous

update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (1) states and explains any modifications of the critical path, if any, including any changes in logic; (2) defines problem areas and lists areas of anticipated delays; (3) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (4) provides corrective action taken or proposed; and, (5) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.

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

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

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

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

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

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

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

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

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

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

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

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

3.12.7. The Contractor shall direct specific attention, in writing or on re-submitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect/Engineer on

previous submittals. In the absence of such written notice the Architect/Engineer's approval of a re-submission shall not apply to such revisions.

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

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

3.12.10. Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Architect/Engineer to take action. The costs and expenses to the Architect/Engineer for making exhaustive reviews of each Shop Drawing, Product Data item, sample, or submittal of the Contractor may be billed by the Architect/Engineer directly to the Contractor or, if otherwise agreed by the Owner in writing, may be reimbursed by the Owner to the Architect/Engineer and deducted from the Contractor’s contract via change order by the Owner. The Owner will not be liable to the Architect/Engineer for multiple reviews.

3.13. **USE OF SITE**

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

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

3.14. **CUTTING AND PATCHING**

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

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

3.15. CLEAN UP AND SITE CONTROL

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

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

3.16. ACCESS TO WORK

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

3.17. ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18. INDEMNIFICATION

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

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1. THE ARCHITECT/ENGINEER

4.1.1. The Architect/Engineer is the person lawfully licensed to practice or an entity lawfully practicing identified as such in the Agreement with the Owner and is referred to throughout the Contract Documents as if singular in number. The term “Architect/Engineer” means the Architect/Engineer’s duly authorized representative.

4.1.2. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.

4.1.3. If the employment of the Architect/Engineer is terminated, the Owner shall employ a new Architect/Engineer at the sole choice and discretion of the Owner, whose status under the Contract Documents shall be that of the former Architect/Engineer.

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

4.2.1. The Architect/Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative throughout the complete duration of the Project, including the warranty period. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with the Architect/Engineer Contract.

4.2.2. The Architect/Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (2) endeavor to guard the Owner against defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner and Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor’s Work. The Owner and Architect/Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, for the safety of any person involved in the work, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

4.2.3. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect/Engineer about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor to the Architect/Engineer. Communications by and with separate contractors shall be through the Owner to the Architect/Engineer.

4.2.5. Based on the Architect/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor is fully aware that the Owner (i.e. the State of Montana) has established a billing cycle for processing payments in Article 9 of these General Conditions. The

Contractor and all Subcontractors are subject to all provisions of Title 28, Chapter 2, Part 21 MCA regarding all aspects of the Work.

4.2.6. The Architect/Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with the General Conditions and any applicable technical specification requirements, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7. The Architect/Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8. The Architect/Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9. The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion(s) and the date of Final Acceptance, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10. If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more project representatives to assist in carrying out the Architect/Engineer's responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner’s Agreement with the Architect/Engineer.

4.2.11. The Architect/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect/Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect/Engineer to furnish such interpretations until 15 days after written request is made for them.

4.2.12. Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect/Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will render such interpretations and decisions in good faith.

4.2.13. The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.2.14. The Architect/Engineer's or Owner's observations or inspections do not alleviate any responsibility on the part of the Contractor. The Architect/Engineer and the Owner reserves the right to observe and inspection the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

4.3. CLAIMS AND DISPUTES

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

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

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

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

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

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

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

4.3.1.3.1. Direct costs (as listed in Subparagraph 7.3.9.1 through 7.3.9.5);
4.3.1.3.2. Indirect costs (as defined in Paragraph 7.2.5); and,
4.3.1.3.3. Consequential items (i.e. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution) for the change.

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

4.3.1.4.1. The specific number of days and specific dates for which the additional time is sought;

4.3.1.4.2. The specific reasons, causes, and/or effects whereby the Contractor believes that additional time should be granted; and,

4.3.1.4.3. The Contractor shall provide analyses, documentation, and justification of its claim for additional time in accordance with the latest Critical Path Method schedule in use at the time of event giving rise to the claim.

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

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

_____, _____
(Name) (Title)

Of _____ _____
(Company) (Date)

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

_____, _____
(Signature) (Date)"

4.3.2. Continuing Contract Performance.

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

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

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

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

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

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

4.3.4. Claims for Additional Cost.

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

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

4.3.5. Claims for Additional Time

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

4.3.5.2. Weather Delays:

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

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

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

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

4.3.5.2.5. A “normal”, “typical”, or “seasonal” weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.

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

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

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

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

4.3.6. Claims for Consequential Damages

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

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

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

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

4.4. RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES

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

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

4.4.2. The Architect/Engineer will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.

4.4.3. If the Architect/Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten (10) days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect/Engineer when the response or supporting data will be furnished, or advise the Architect/Engineer that no supporting data will be furnished. Upon either no response or receipt of the response or supporting data, the Architect/Engineer will either reject or approve the Claim in whole or in part.

4.4.4. The Architect/Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect/Engineer shall be final and binding on the parties but subject to mediation and arbitration.

4.4.5. When 30 days have passed upon submission of a Claim without decision or action by the Architect/Engineer, or the Architect/Engineer has rendered a decision or taken any of the actions identified in Subparagraph 4.4.2, a demand for arbitration of a Claim covered by such decision or action must be made within 30 days after the date of expiration of Subparagraph 4.4.1 or within 30 days of the Architect/Engineer’s decision or action. Failure to demand arbitration within said 30 day period shall result in the Architect/Engineer's decision becoming final and binding upon the Owner and Contractor whenever such decision is rendered.

4.4.6. If the Architect/Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.4.7. Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.8. A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim by the Architect/Engineer, by mediation, or by arbitration, except for claims made by the Owner against the Contractor’s bonds.

4.5. **MEDIATION**

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

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

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

4.6. **ARBITRATION**

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

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

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

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

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

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

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

4.6.8. **Limitation on Consolidation or Joinder**. Arbitration arising out of or relating to the Contract may include by consolidation or joinder the Architect/Engineer, the Architect/Engineer's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect/Engineer, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Architect/Engineer, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Architect/Engineer, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.6.9. **Claims and Timely Assertion of Claims**. The party filing a demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.6.10. **Judgment on Final Award**. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the costs of the arbitrator(s') compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITIONS

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

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

5.2.1. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract and in no instance later than (30) days after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.2. The Contractor shall not contract with a proposed person or entity to which the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3. If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitute. The Contractor shall not change or substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

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

5.3. SUBCONTRACTUAL RELATIONS

5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

5.3.5. In accordance with 39-51-1104 MCA, any Contractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, who contracts with any Subcontractor who also is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code

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

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

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

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

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

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2. MUTUAL RESPONSIBILITY

6.2.1. The Contractor shall afford the Owner and separate contractors reasonable opportunity' for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Paragraph 12.2.

6.2.5. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3. OWNER'S RIGHT TO CLEAN UP

6.3.1. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste

materials and rubbish, the Owner may clean up and the Architect/Engineer will determine the responsibility of those involved and allocate the cost accordingly.

ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

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

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

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

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

7.2. CHANGE ORDERS

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

7.2.1.1. change in the Work;

7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,

7.2.1.3. the extent of the adjustment, if any, in the Contract Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3. CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

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

7.3.4.5. as provided in Subparagraph 7.3.9.

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

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

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

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

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

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

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

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

7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.

7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect/Engineer

plus markups in subparagraph 7.2.2. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change, if any, with respect to that change.

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

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

7.4. **MINOR CHANGES IN THE WORK**

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

ARTICLE 8 – TIME

8.1. **DEFINITIONS**

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

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

8.1.3. The date of commencement of the Work is the date established in ARTICLE 2 OF THE CONTRACT AS ISSUED BY THE OWNER.

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

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

8.1.6. Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: As indicated in the Instructions to Bidders document and/or Contract.

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

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

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

8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.

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

8.1.9. Contract Time. All work shall reach Substantial Completion within or by: Dates provided in Instructions to Bidders and Invitation to Bid documents. The Owner will issue a Contract for Construction with the specified dates of commencement and completion.

8.2. PROGRESS AND COMPLETION

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

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

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

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

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

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

PAYMENTS AND COMPLETION

9.1. CONTRACT SUM

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

9.2. SCHEDULE OF VALUES

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

9.3. **APPLICATIONS FOR PAYMENT**

9.3.1. The Contractor shall submit to the Architect/Engineer an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be signed and supported by such data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

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

9.3.3. As provided in Subparagraph 7.3.11, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect/Engineer, but not yet included in Change Orders.

9.3.4. Applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

9.3.5. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.6. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.7. Until the work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

9.3.7.1. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work, for anticipated repairs, warranties or completion of the Work by the Contractor or through the letting of other contracts. The Contractor will not be entitled to additional costs, expenses, fees, time, and such like, in the event the Owner increases the amount held as retainage due to non-compliance and/or non-performance with all or any part, piece, or portion of the Contract Documents.

9.3.7.2. Prior to the first application for payment, the Contractor shall submit the following information on the appropriate forms:

9.3.7.2.1. Schedule of Amounts for Contract Payment (Form 100): This form shall contain a breakdown of the labor, material and other costs associated with the various portions of the work and shall be the basis for the progress payments to the Contractor. The use of electronic method shall be in the Owner's format.

9.3.7.2.2. Project/Progress Schedule: If no Schedule (or revised Schedule) is provided with each and every Periodic Estimates for Partial Payment, the Architect/Engineer and/or Owner may return the pay request, or hold it, and may choose not pay for

any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided. No claim for additional costs or interests will be made by the Contractor or any subcontractor on account of holding or non-payment of the Periodic Estimate for Partial Payment request.

9.3.7.3. Progress Payments

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

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

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

9.3.7.3.4. In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due. Each subcontractor who performs work greater than $80,000 shall have 1% of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.

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

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

9.4. CERTIFICATES FOR PAYMENT

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

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

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

9.5. **DECISIONS TO WITHHOLD CERTIFICATION**

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

9.5.1.1. defective Work not remedied;

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

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

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

9.5.1.5. damage to the Owner or another contractor;

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

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

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

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

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

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

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

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

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

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

9.5.3.7. inclusion in the pay request of any amounts in dispute or part of a claim;

9.5.3.8. Damage or loss caused by the Contractor, including its subcontractors and suppliers; or,

9.5.3.9. The Contractor's failure or refusal to perform its obligations to the Owner.

9.6. PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

9.7. FAILURE OF PAYMENT

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

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

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

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

9.9. PARTIAL OCCUPANCY OR USE

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

9.9.2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions

of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

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

9.10.2.1. completed Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens (Form 106) that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

9.10.2.2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;

9.10.2.3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents

9.10.2.4. Consent of Surety Company to Final Payment (Form 103); and,

9.10.2.5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3. The Contractor and his surety accepts and assumes responsibility, liability, and costs for and agrees to defend and hold harmless the Owner for and against any and all actions as a result of the Owner making final payment.

9.10.4. By submitting any Application for Payment to the Architect/Engineer the Contractor and his surety certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the Contractor and all Subcontractors and used in the execution of the Contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, suppliers, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the Contractor under the contract.

9.10.5. In consideration of the prior payments and the final payment made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to the contract and authorized changes.

9.10.6. The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Paragraphs 3.5 and 12.2.2.

9.10.7. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect/Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.8. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

9.10.8.1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.8.2. failure of the Work to comply with the requirements of the Contract Documents; or,

9.10.8.3. terms of special warranties required by the Contract Documents.

9.10.9. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Paragraph 4.3 and as yet unsettled at the time of submission of the final Application for Payment.

9.10.10. The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY

10.1.1. **Importance of Safety**. The Contractor and all Subcontractors (at any tier or level) recognize that safety is paramount at all times. The Contractor shall perform the work in a safe manner with the highest regard for safety of its employees and all other individuals and property at the work site. Contractor shall maintain its tools, equipment, and vehicles in a safe operating condition and take all other actions necessary to provide a safe working environment for performance of work required under this Contract. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including all site safety, safety precautions, safety programs, and safety compliance with OSHA and all other governing bodies.

10.1.2. **Particular Safeguards**. (a). The Contractor shall erect and maintain, as required by Paragraphs 10.1.1 and 10.1.3, safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing suitable barriers and lighting, promulgating safety regulations, and providing notification to all parties who may be impacted by the Contractor's operations. (b) When use or storage of explosives or other Hazardous Materials/Substances (defined below) or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. (c) The Contractor shall not encumber or load or permit any part of the construction site to be encumbered or loaded so as to endanger the safety of any person(s).

10.1.3. **Compliance with Safety Laws**. Contractor represents and warrants to Owner that it knows and understands all federal, state and local safety statutes, rules, and regulations (Laws) related to the work under this Contract. Contractor shall comply with these Laws. Contractor shall keep all material data safety sheets on site and available at all times.

10.1.4. **Remedy property damage**. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier or level, or anyone employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The

foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.1.5. **Designation of Safety Representative.** Unless the Contractor designates, in writing to the Owner and the Architect/Engineer, another responsible member of the Contractor's organization as the Safety Representative, the Contractor's superintendent is the Safety Representative. The Safety Representative is defined as that member of the Contractor's organization responsible for all safety under this Contract.

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

10.2. **HAZARDOUS MATERIALS/SUBSTANCES**

10.2.1. "Hazardous Materials/Substances" means any substance: (a) the presence of which requires investigation, or remediation under any federal, state or local statute, rule, regulation, ordinance, order, policy or common law; (b) that is or becomes defined as "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local statute, rule, regulation, or ordinance or amendments thereto; (c) that is toxic, explosive, corrosive flammable, or otherwise hazardous and is or becomes regulated by any government authority, agency, board, commission or instrumentality of the United States, the state of Montana or any political subdivision thereof; (d) gasoline, diesel fuel or other petroleum hydrocarbons; (e) containing contains polychlorinated biphenyls (PCBs) or asbestos; or (f) the presence of which causes or threatens to cause a nuisance or trespass on the work site or adjacent property.

10.2.2. The Contractor is solely responsible for all compliance with all regulations, requirements, and procedures governing Hazardous Materials/Substances at the Work Site or that Contractor brings on the site. The Contractor is solely responsible for remediation, costs, damages, loss, and/or expenses for all Hazardous Materials/Substances brought to the site. The Contractor shall not and is strictly prohibited from purchasing and/or installing any asbestos-containing materials or products as part of the Work. Should the Contractor do so, the Contractor shall be solely responsible for the immediate remediation and all costs, damages, loss, and/or expenses per Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.

10.2.3. If the Contractor encounters Hazardous Materials/Substances during the course of the Work, whether or not identified in the Contract Documents, Work, the Contractor agrees that:

10.2.3.1. Encountering any Hazardous Materials/Substances during performance of the Work does not necessarily mean a change in conditions has occurred, nor is it evidence that the Contractor is due additional Contract Time or an increase in the Contract Sum. If encountering Hazardous Materials/Substances is determined to be a change in conditions to the Contract Documents, Paragraph 4.3 and Article 7 apply in determining any additional compensation or extension of time claimed by the Contractor.

10.2.3.2. The Contractor is solely responsible for securing the Work in accordance with this Article 10 involving any Hazardous Materials/Substances against unlawful, unregulated, or improper intrusion, disturbance, or removal. The Contractor shall implement protections and take protective actions throughout the performance of the Work to prevent exposure to workers, occupants, and contamination of the site or area.

10.2.3.3. If the Contractor is unable to or fails to properly secure the Work against unlawful, unregulated, or improper intrusion, disturbance, or removal of Hazardous Materials/Substances, the Contractor shall immediately implement protections and take protective actions, up to and including stopping Work in the area or on the item affected, to prevent exposure to workers, occupants, and contamination of the site or area. The Contractor shall immediately notify the Owner and Architect in writing giving details of the failure and the corrective actions taken. If the condition is an emergency and notice cannot be provided in writing, then Contractor shall

orally and immediately notify the Owner and Architect/Engineer of the condition followed by a full written explanation. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

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

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

10.3. **UTILITIES**

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

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

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

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

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

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.1. **CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

11.2. **INSURANCE, GENERAL REQUIREMENTS**

11.2.1. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or subcontractors. The Contractor is responsible for all deductibles regardless

of policy or level of coverage. The Owner reserves the right to demand, and the Contractor agrees to provide, copies of any and all policies at any time.

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

11.2.3. Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the contract that extends through the warranty period. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No Contractor or Sub-contractor shall commence any Work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force with the exception of Workers Compensation and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Workers Compensation policy will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner by the Contractor. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.

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

11.3. **WORKERS' COMPENSATION INSURANCE**

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

11.4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

11.4.2. The **Commercial General and Automobile Liability Insurance** shall provide coverage for both bodily injury, including accidental death, sickness, disease, occupational sickness or disease, personal injury liability coverage and property damage which may arise out of the work under this contract, or operations incidental thereto, whether such work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or by Sub-contractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain the liability insurance required herein for

a period of not less than one year after final payment or anytime the Contractor goes on to the location of the project.

11.4.3. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. **AN ADDITIONAL INSURED ENDORSEMENT DOCUMENT SHALL BE SUBMITTED WITH THE CERTIFICATES OF INSURANCE**. The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers and political subdivisions thereof. Should the Contractor not be able to list the state as an additional insured, the Contractor shall purchase a per occurrence Owner's/Contractor's Protective Policy (OCP) with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as that indicated above for the Contractor's Commercial General Liability Policy.

11.4.4. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

11.4.5. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, elected and appointed officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it. NO WAIVERS OF SUBROGATION OR ENDORSEMENTS LIMITING, TRANSFERRING, OR OTHERWISE INDEMNIFYING LIABLE OR RESPONSIBLE PARTIES OF THE CONTRACTOR OR ANY SUBCONTRACTOR WILL BE ACCEPTED.

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

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

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

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

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

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

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

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

11.5.2.2.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map at http://rmtd.mt.gov/Portal/62/aboutus/publications/files/NEHRP.pdf in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended

coverage endorsement to fire policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.

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

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

11.6. **ASBESTOS ABATEMENT INSURANCE**

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

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

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

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

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

11.7.1. The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201 MCA). The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201MCA). The bonds shall be executed on forms furnished by the Owner and no other forms or endorsements will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111 MCA). Bonds shall be secured from a state licensed bonding company. Power of Attorney is required with each bond. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:

11.7.1.1. one original copy shall be furnished with each set of bonds.

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

11.7.2. The Owner reserves the right at any time during the performance of Work to require bonding of Subcontractors provided by the General Contractor. Should this occur, the Owner will cover the direct cost. This shall not be construed as to in any way affect the relationship between the General Contractor and his Subcontractors.

11.7.3. Surety must have an endorsement stating that their guarantee of Contractor's performance automatically covers the additional contract time added to a Contractor's contract by Change Order.

11.7.4. A change in the Contractor's organization shall not constitute grounds for Surety to claim a discharge of their liability and requires an endorsement from Surety so stating.

11.7.5. Except as noted below, the Contractor is required to notify Surety of any increase in the contract amount resulting from a Change Order within 48 hours of signing and submitting a Change Order and shall submit a copy of Surety's written acknowledgment and consent to Owner before a Change Order can be approved. The Surety's written acknowledgment and consent on the Change Order form shall also satisfy this consent requirement.

11.7.5.1. Surety consent shall not be required on Change Order(s) which, in the aggregate total amount of all Changes Orders, increase the original contract amount by less than 10%. However, the Contractor is still required to notify Surety of any increase in contract amount resulting from a Change Order(s) within 48 hours of signing and submitting every Change Order.

11.7.5.2. Surety is fully obligated to the Owner for the full contract amount, inclusive of all Change Orders, regardless of whether or not written acknowledgement and consent is received and regardless of whether or not the aggregate total of all Change Orders is more or less than 10% of the original contract amount.

11.7.5.3. A fax with hard copy to follow of Surety's written acknowledgment and consent is acceptable. If hard copy is not received by Owner before Application for Payment on any portion or all of said Change Order, it will not be accepted by Owner for payment.

11.7.6. The Surety must take action within 30 days of notice of default on the part of the Contractor or of any claim on bonds made by the Owner or any Subcontractor or supplier.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

12.1.1. If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2. If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to examine prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2. CORRECTION OF WORK

12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the Contract Documents or that is rejected by the Architect/Engineer, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Architect/Engineer's or Owner's observations.

12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:

12.2.1.2.1. does not conform to the Construction Documents; or,
12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.

12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

12.2.2. **AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE**

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

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

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

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

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

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

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

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

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

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

which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3. **ACCEPTANCE OF NONCONFORMING WORK**

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1. **GOVERNING LAW**

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

13.2. **SUCCESSORS AND ASSIGNS**

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

13.3. **WRITTEN NOTICE**

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

13.4. **RIGHTS AND REMEDIES**

13.4.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2. No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5. **TESTS AND INSPECTIONS**

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

13.5.2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear

costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.3. If the Architect/Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.2, the Architect/Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.4 shall be at the Owner's expense.

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

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

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

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

13.6. **INTEREST**

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

13.7. **COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

13.7.1. As between the Owner and Contractor:

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

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

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

13.8. **PAYROLL AND BASIC RECORDS**

13.8.1. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his

authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

14.2. TERMINATION BY THE OWNER FOR CAUSE

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

14.2.1.1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

14.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,

14.2.1.4. otherwise is guilty of any breach of a provision of the Contract Documents.

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

14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

14.2.2.2. accept assignment of subcontracts pursuant to Paragraph 5.4; and,

14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

14.3. **SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,

14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4. **TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

14.4.2.1. cease operations as directed by the Owner in the notice;

14.4.2.2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and;

14.4.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. The Contractor shall provide a full and complete itemized accounting of all costs.

ARTICLE 15 – EQUAL OPPORTUNITY

15.1. The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability and shall comply with all Federal and State laws concerning fair labor standards and hiring practices. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social

origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.

15.2. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.3. The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.

15.4. The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.

15.4.1. The provisions of 30-20-301, MCA apply only to a contract that:

15.4.1.1. is between a governmental entity and a company with at least 10 full-time employees; and

15.4.1.2. has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

15.4.2. By the signing the contract, the Contractor certifies and affirms:

15.4.2.1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and

15.4.2.2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.

15.4.3. The contractor's certification is made in compliance with and in reference to 30-20-301, MCA, and the terms defined therein. If the contractor determines the provisions of 30-20-301, MCA don't apply to the contract, the Contractor shall submit a statement set forth in details the basis for such determination.

[END OF GENERAL CONDITIONS]

MONTANA STATE UNIVERSITY

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

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED FEBRUARY 2025)

FOR STATE OF MONTANA GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 SPECIFICATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 – THE OWNER

2.1 THE STATE OF MONTANA

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

ARTICLE 3 – THE CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING

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

3.3.6.2 ADD: DELIVERY AND HANDLING:

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

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

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

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

3.3.6.3 ADD: STORAGE

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

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

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

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

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

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

3.10 CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

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

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

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

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

3.12.1 DEFINITIONS:

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

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

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

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

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

3.13. <u>USE OF SITE</u>

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 100 Swingle Building at S. Seventh Ave. and Grant St. Contractor should call University Police at 994-2121 for permit information. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.

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

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

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

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

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

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

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

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

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

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

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

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

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

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

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

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

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS

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

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

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

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

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

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

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

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

10.3. UTILITIES

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

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

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

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

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

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

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

11.8. CANCELLATION

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

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.9 EMERGENCY AND PUBLIC SAFETY

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

MONTANA
STATE UNIVERSITY

FACILITIES SERVICES
PO BOX 172760, BOZEMAN, MONTANA 59717-2760
406/994-5413 FAX 406/994-5665

Cost Estimate to Re-key Buildings

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

2026

MONTANA PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES***

***Downloaded on April 28, 2026 from DOLI website: https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2026

Effective: April 25, 2026

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

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

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. Each employer is required to 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 department's website at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates or by contacting the department at (406) 444-6543.

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

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication

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(c), 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 department's website at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation…a contractor or subcontractor may:

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

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

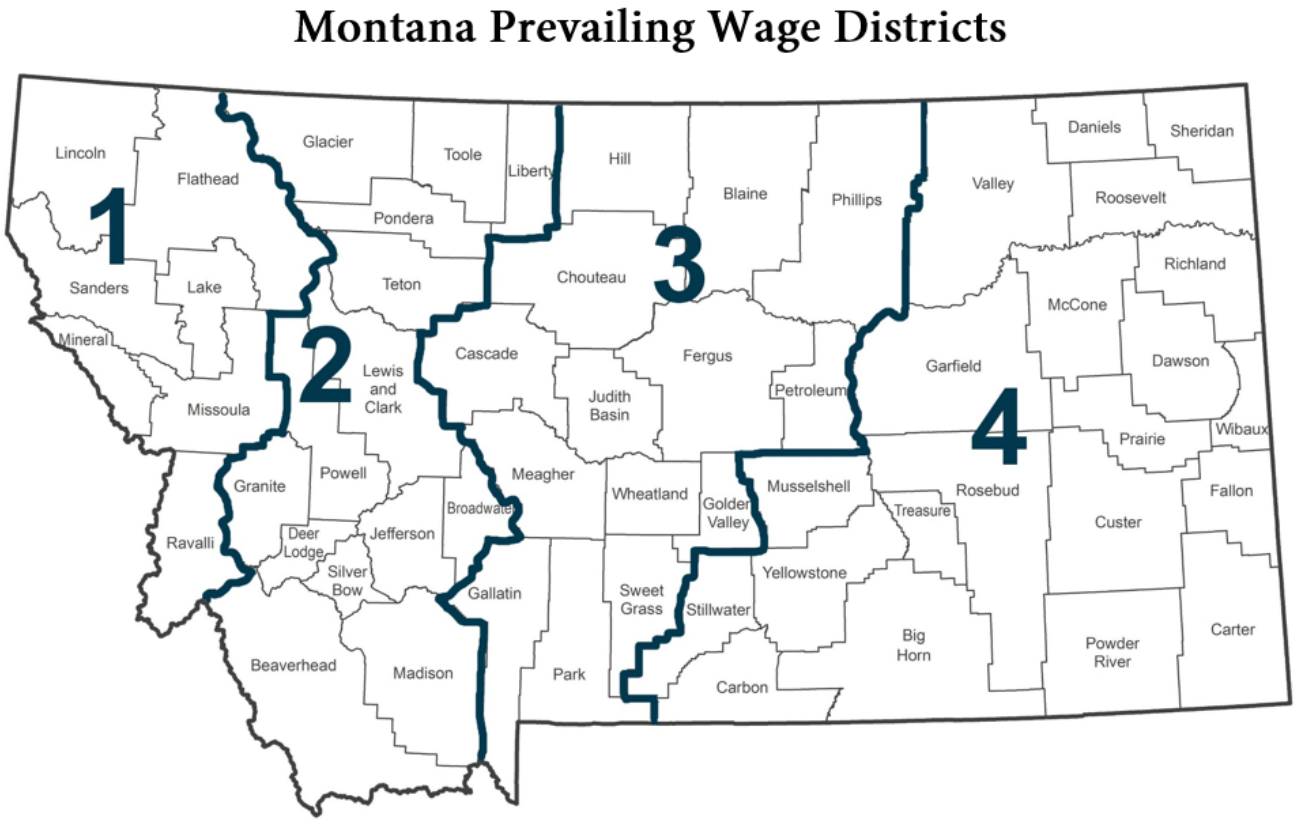
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type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

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

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

H. Prevailing Wage Districts

Montana counties are aggregated into four districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties, per ARM 24.17.107:



I. Dispatch City

Section 18-2-411(6), MCA, defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

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

K. Computing Travel Benefits

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

L. Per Diem

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

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Projects of a Mixed Nature

Section 18-2-418, MCA states:

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

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

Q. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

No Rate Established

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

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	$33.81	$18.06
District 2	$33.81	$18.06
District 3	$33.81	$18.06
District 4	$33.81	$18.06

Per Diem:
0-70 mi. free zone
>70-90 mi. $60/day
>90 mi. $80/day

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CARPENTERS

	Wage	Benefit
District 1	$32.05	$16.33
District 2	$32.05	$16.33
District 3	$32.05	$16.33
District 4	$32.05	$16.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

Duties Include:
Construct, erect, install, or repair structures and fixtures made of wood and comparable materials, such as concrete forms; mass timber framing, building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall, and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways.

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CARPET INSTALLERS

No Rate Established

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

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	$31.59	$5.29
District 2	$29.16	$3.13
District 3	$27.13	$0.96
District 4	$27.13	$0.96

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:
0-30 mi. free zone
>30-60 mi. + $2.95/hr.
>60mi. + $4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	$31.33	$15.05
District 2	$32.34	$16.79
District 3	$32.34	$16.79
District 4	$30.50	$16.79

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
Districts 2 & 3
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.
District 4
0-30 mi. free zone
>30-60 mi. + $3.05/hr.
>60 mi. + $4.85/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	$29.96	$11.13
District 2	$33.23	$16.79
District 3	$34.45	$16.79
District 4	$33.55	$19.55

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

Zone Pay:
District 2
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

District 3 & 4
0-30 mi. free zone
>30-60 mi. + $3.05/hr.
>60 mi. + $4.85/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	$31.02	$10.47
District 2	$34.65	$16.79
District 3	$33.29	$7.89
District 4	$34.65	$16.79

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 Haul Truck, Articulating Trucks, Vac Truck.

Zone Pay:
Districts 2, 3 & 4
0-30 mi. base pay
>30-60 mi. + $3.50/hr.
>60 mi. + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	$35.78	$16.79
District 2	$35.59	$15.56
District 3	$35.81	$15.78
District 4	$35.78	$16.79

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.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	$36.93	$16.79
District 2	$35.95	$15.49
District 3	$36.93	$16.79
District 4	$36.93	$16.79

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	$38.06	$16.79
District 2	$38.06	$16.79
District 3	$38.06	$16.79
District 4	$38.06	$16.79

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	$39.21	$16.79
District 2	$39.21	$16.79
District 3	$39.21	$16.79
District 4	$39.21	$16.79

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 per hr. for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

No Rate Established

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	$28.42	$10.34
District 2	$27.42	$15.02
District 3	$27.90	$9.55
District 4	$26.80	$9.85

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.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	$26.56	NRE
District 2	$26.56	NRE
District 3	$26.02	NRE
District 4	$25.95	NRE

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. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	$27.50	$12.22
District 2	$27.60	$12.22
District 3	$27.68	$9.45
District 4	$31.60	$12.22

This group includes but is not limited to:
Hod Carrier; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. + $0.65/hr
>30-50 mi. + $0.85/hr.
>50 mi. + $1.25/hr.

Per Diem:
0-70 mi. free zone
71-90 mi. $35/day
91+ mi. $80/day

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DRYWALL APPLICATORS

	Wage	Benefit
District 1	$32.05	$15.02
District 2	$32.05	$15.02
District 3	$32.05	$15.02
District 4	$32.05	$15.02

Duties Include:
Drywall and ceiling tile installation.

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	$40.71	$18.05
District 2	$37.99	$18.32
District 3	$37.19	$17.39
District 4	$41.92	$16.32

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

Per Diem:

District 1
45+ mi. $75/day

District 3
50+ mi. $110/day

District 4
60+ mi. $90/day

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	$67.61	$47.54
District 2	$67.61	$47.54
District 3	$67.61	$47.54
District 4	$67.61	$47.54

Per Diem:
$119/day

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FLOOR LAYERS

No Rate Established

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

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GLAZIERS

	Wage	Benefit
District 1	$25.32	$5.07
District 2	$25.32	$5.07
District 3	$25.32	$5.07
District 4	$24.83	$5.07

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HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	$40.07	$22.93
District 2	$40.07	$22.93
District 3	$40.07	$22.93
District 4	$40.07	$22.93

Duties Include:
Heating, air conditioning, and refrigeration mechanics and installers work on heating, ventilation, air conditioning, and refrigeration (HVACR) systems that control the temperature and air quality in buildings.

Per Diem:
$85/day

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INSULATION WORKERS-MECHANICAL(HEAT AND FROST)

	Wage	Benefit
District 1	$43.81	$22.94
District 2	$43.81	$22.94
District 3	$43.81	$22.94
District 4	$43.81	$22.94

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel Pay:
0-30 mi. free
31-40 mi. $30 per day
>40-50 mi. $40/day
>50-60 mi. $55/day
>60 mi. $65/day, plus: $0.66 for each mile over 60, up to $400 unless:
• Employee traveling in employee's vehicle on employer's time, then rate changes to $0.20 per mi., only for miles over 60.
• Employee traveling in company-provided vehicle with company-paid fuel, no additional travel pay mileage required.

Zone Pay:
0-30 mi. free
31-40 mi. $3.75/hr.
>40-50 mi. $5.00/hr.
>50-60 mi. $6.88/hr.
>60 mi. $8.13/hr. only if employee is commuting, if employee is staying over, Per Diem applies instead.

Per Diem:
60+ mi. $130/day; or, employer pays for lodging + $35/day for meals.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	$36.83	$25.78
District 2	$36.83	$25.78
District 3	$36.83	$25.78
District 4	$36.83	$25.78

Duties Include:
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. Includes rod busters.

Per Diem:
0-45 mi. free zone
45-85 mi. $100/day
85+ mi. $150/day

Big Sky/Resort Area $200/day

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IRONWORKERS - STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	$36.83	$25.78
District 2	$36.83	$25.78
District 3	$36.83	$25.78
District 4	$36.83	$25.78

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.

Per Diem:
0-45 mi. free zone
45-85 mi. $100/day
85+ mi. $150/day

Big Sky/Resort Area $200/day

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MILLWRIGHTS

	Wage	Benefit
District 1	$45.26	$23.71
District 2	$45.26	$23.71
District 3	$45.26	$23.71
District 4	$45.26	$23.71

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

Per Diem:
$110 day or employer pays for single occupancy lodging

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	$23.10	$4.74
District 2	$23.10	$4.74
District 3	$24.83	$4.74
District 4	$24.83	$4.74

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PILEBUCKS

No Rate Established

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; ensure 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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PILOT CAR DRIVERS

No Rate Established

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PLASTERERS

	Wage	Benefit
District 1	$32.05	$15.02
District 2	$32.05	$15.02
District 3	$32.05	$15.02
District 4	$32.05	$15.02

Zone Pay:
0-30 mi. free zone
>30-60 mi. + $4.00/hr.
>60mi. + $6.00/hr.

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

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	$39.38	$16.26
District 2	$46.95	$19.47
District 3	$46.95	$19.47
District 4	$41.00	$21.31

Duties Include:
Assemble, install, alter, and repair pipelines 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.

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Per Diem:
District 1
30-50 miles $35.00/day
50-75 miles $45.00/day
75+ miles $100.00/day

ROOFERS

	Wage	Benefit
District 1	$34.89	$13.33
District 2	$37.26	$22.93
District 3	$33.81	$9.36
District 4	$34.24	$22.93

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

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Per Diem:
District 1
$84.00/day
District 2 & 3
Employer pays for room + $30.00/day
District 4
Employer pays for room + $25.00/day

SHEET METAL WORKERS

	Wage	Benefit
District 1	$40.07	$22.93
District 2	$40.07	$22.93
District 3	$40.07	$22.93
District 4	$38.14	$21.61

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 conveyor systems, and exhaust systems. All lagging over insulation and all duct lining.

Per Diem
0-45 mi. free zone
46-65 mi. $35/day
65+ mi. $155/day

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SOLAR PHOTOVOLTAIC INSTALLERS

No Rate Established

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SPRINKLER FITTERS

	Wage	Benefit
District 1	$40.82	$26.56
District 2	$41.61	$26.25
District 3	$43.23	$26.02
District 4	$44.11	$26.47

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.

Per Diem:
District 1
100+ mi. $150/day

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TAPERS

No Rate Established

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	$38.89	$12.94
District 2	$25.16	$11.39
District 3	$23.90	$11.86
District 4	$23.90	$11.86

Per Diem:
Federal GSA Rate

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

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TERRAZZO WORKERS AND FINISHERS

No Rate Established

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

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TILE AND STONE SETTERS

	Wage	Benefit
District 1	$27.80	$2.93
District 2	$29.40	$3.07
District 3	$29.60	$3.38
District 4	$31.07	$3.36

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

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TRUCK DRIVERS

	Wage	Benefit
District 1	$25.80	$6.43
District 2	$28.08	$6.50
District 3	$31.20	$6.30
District 4	$31.25	$5.99

Truck drivers include but are not limited to:
Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; DumpTrucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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SECTION 011000
SUMMARY

1.1 PART 1 - GENERAL

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

B. Project Description
1. Scope of work includes, but is not necessarily limited to, removal of existing roofing assemblies and the complete installation of approximately 42,000 SF of single-ply roof membrane, including new insulation, and decking.

C. Site Information

1. Scope of work includes, but is not necessarily limited to, Johnstone Complex, which is composed of multiple building zones including Mullan Hall, Colter Hall, Pryor Hall, Harrison Hall, Johnstone Hall, and the Skybridge.

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 Johnstone Complex from the date of receipt of the contract.

F. Contractor Use of Premises

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

disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

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

G. Parking and Site Access
(See also Supplemental Conditions of the Contract for Construction.)

1. MSU Bozeman Vehicle Regulations state: "All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."
2. All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at 100 Swingle Building at S. Seventh Ave. and Grant St. Contractor should call University Police at 994-2121 for permit information. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.
3. A maximum of three (3) Contractor Permits (or as agreed with MSU) will be made available to the Contractor for parking of essential vehicles within the designated parking lot (as designated on the Cover Sheet of the Contract Documents). Essential vehicles are vehicles used for delivery of equipment and tools required to be parked in close proximity to the construction area. All allowed vehicles only to be parked on hard surfaced areas within the Staging Area. All other Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots to be agreed with MSU. No personal vehicles shall be parked at the project site in any event. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter move to a designated lot or leave campus.
4. Access and egress to and from the project site shall be coordinated with the owner. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU. Access routes are for delivery of equipment, tools, and materials and not for parking.
5. The site Staging Areas for materials and equipment are designated on the Cover Sheet of the Contract Documents. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced in accordance with the Contract Documents. Vehicles in addition to those allowed to be parked may not be used for staging of equipment, tools, or materials.

H. Owner Occupancy

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

I. Safety Requirements

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

J. Existing Premises Condition

1. The Contractor is responsible for adequately documenting in photos the existing condition of the premises, to include external road surfaces, curbing and landscaped areas, specifically the cleanliness of areas. Any

damage to the premises which is found after construction and is not so documented will be the responsibility of the Contractor to repair or replace.

K. Discrepancies in the Documents

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

END OF SECTION 011000

SECTION 012000
PRICE AND PAYMENT
PROCEDURES

1.1 GENERAL

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

B. Summary

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

C. Schedule of Values

1. Coordinate preparation of the Schedule of Values, Form 100, with preparation of the Contractor's Construction Schedule.
2. Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
3. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's construction schedule
b. Application for Payment form
c. List of subcontractors
d. Schedule of allowances
e. Schedule of alternates
f. List of products
g. List of principal suppliers and fabricators
h. Schedule of submittals
i. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
j. Sub-Schedules: Where the work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

a. Identification: Include the following project identification on the Schedule of Values:

1) Project name
2) Name of the Architect
3) Project number (PPA No.)
4) Contractor's name and address
5) Date of submittal

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

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

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

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

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

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

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

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

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

D. Applications for Payment

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

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

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

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

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

   a. List of subcontractors
   b. Schedule of Values

      1) Contractor's Construction Schedule (preliminary if not final)

   c. Copies of building permits

      1) Copies of authorizations and licenses from governing authorities for performance of the work

   d. Certificates of insurance and insurance policies (submitted with Contract)
   e. Performance and payment bonds (submitted with Contract if required)

7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
8. Administrative actions and submittals that shall proceed or coincide with this application include:

   a. Occupancy permits and similar approvals
   b. Warranties (guarantees) and maintenance agreements
   c. Test/adjust/balance records
   d. Maintenance instructions
   e. Meter readings
   f. Start-up performance reports

      1) Change-over information related to Owner's occupancy, use, operation and maintenance.

   g. Final cleaning

      1) Application for reduction of retainage, and consent of surety

9. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

   a. Completion of project closeout requirements

      1) Completion of items specified for completion after Substantial Completion

   b. Assurance that unsettled claims will be settled

      1) Assurance that work not complete and accepted will be completed without undue delay
      2) Transmittal of required project construction records to Owner

END OF SECTION 01200

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

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

B. Substitution Procedures
   1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
   2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

      a. Submit requests in accordance with *Instructions to Bidders*.
      b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.

C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.

   1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

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

END OF SECTION 012500

SECTION 013000

SUBMITTALS

1.1 GENERAL

A. Related Documents

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

B. Summary

1. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:

   a. Contractor's construction schedule
   b. Submittal schedule
   c. Daily construction reports
   d. Shop Drawings
   e. Product data
   f. Samples

   Note: All Submittals are to be both print and electronic.

2. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

   a. Permits
   b. Applications for Payment
   c. Performance and payment bonds
   d. Insurance certificates
   e. List of Subcontractors

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

C. Submittal Procedures

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

   a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

b. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

1) The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

1) Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
2) If an intermediate submittal is necessary, process the same as the initial submittal.
3) Allow two (2) weeks for reprocessing each submittal.
4) No extension of contract time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.

2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

a. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
b. Include the following information on the label for processing and recording action taken.

1) Project name and PPA Number
2) Date
3) Name and address of Consultant
4) Name and address of Contractor
5) Name and address of Subcontractor
6) Name and address of supplier
7) Name of manufacturer

a) Number and title of appropriate Specification Section
b) Drawing number and detail references, as appropriate

3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

a. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include

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

b. Transmittal Form: Contractor's standard form.

D. Contractor's Construction Schedule

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit both in print and electronically within thirty (30) days of the date established for "Commencement of the Work".

   a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
   b. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
   c. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
   d. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
   e. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
   f. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.

2. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
3. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
4. Cost Correlation: At the head of the schedule, provide a two (2) item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

   a. Refer to Section "Price and Payment Procedures" for cost reporting and payment procedures.

5. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates. Transmit electronically and post copies in the project meeting room and temporary field office.

   a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have

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

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

E. Submittal Schedule

1. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.

   a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as the Contractor's construction schedule.
   b. Prepare the schedule in chronological order; include submittals required during the first thirty (30) or sixty (60) days of construction. Provide the following information:

      1) Scheduled date for the first submittal
      2) Related section number
      3) Submittal category
      4) Name of subcontractor
      5) Description of the part of the work covered
      6) Scheduled date for resubmittal
         a) Scheduled date the Consultant's final release or approval

2. Distribution: Following response to initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.

   a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

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

F. Daily Construction Reports

1. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant at weekly intervals:

   a. List of subcontractors at the site
   b. Approximate count of personnel at the site
   c. High and low temperatures, general weather conditions
   d. Accidents and unusual events
   e. Meetings and significant decisions

f. Stoppages, delays, shortages, losses
g. Meter readings and similar recordings
h. Emergency procedures
i. Orders and requests of governing authorities
j. Change Orders received, implemented
k. Services connected, disconnected
l. Equipment or system tests and start-ups
m. Partial completions, occupancies
n. Substantial Completions authorized

G. Shop Drawings

1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

a. Dimensions
b. Identification of products and materials included
c. Compliance with specified standards
d. Notation of coordination requirements
e. Notation of dimensions established by field measurement
f. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 36" x 48".
g. Submittal: Submit electronically and in print for the Consultant's review; Consultant’s comments will be returned electronically.

1) One (1) of the prints returned shall be marked-up and maintained as a "Record Document".

h. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

a. Preparation of coordination drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
b. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

H. Product Data

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

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

a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

1) Manufacturer's printed recommendations
   a) Compliance with recognized trade association standards
   b) Compliance with recognized testing agency standards

2) Application of testing agency labels and seals
   a) Notation of dimensions verified by field measurement
3) Notation of coordination requirements

b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

c. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.

d. Submittals: Submit two (2) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Consultant will retain one (1), and will return the other marked with action taken and corrections or modifications required.

1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

e. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
2) Do not permit use of unmarked copies of Product Data in connection with construction.

I. Samples

1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Consultant's sample. Include the following:

1) Generic description of the sample
2) Sample source
3) Product name or name of manufacturer

4) Compliance with recognized standards
5) Availability and delivery time

2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than three (3), that show approximate limits of the variations.
b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.

3. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

a. Preliminary submittals will be reviewed and returned with the Consultant's mark indicating selection and other action.

4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.

a. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.

1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
2) Sample sets may be used to obtain final acceptance of the construction associated with each set.

5. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.

a. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.

1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Consultant's Action

1. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

    a. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
    b. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

        1) Do not permit submittals marked "Revise and Resubmit" to be used at the project site, or elsewhere where work is in progress.

    c. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action not Required".

END OF SECTION 013000

SECTION 013100
PROJECT COORDINATION

1.1 GENERAL

A. Related Documents
1. Drawings and general provisions of Contract, including General Conditions and Supplemental Conditions and other 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
        ac. handling Theft
        ad. Vandalism

END OF SECTION 013100

SECTION 014000
QUALITY REQUIREMENTS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for quality control services.
2. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

    a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
    b. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
    c. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. RESPONSIBILITIES

1. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those

    a. Services specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
    b. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
    c. The Owner will engage and pay for the services of an independent agency

to perform inspections and tests specified as the Owner's responsibility. Payment for these services will be made by the Owner.

d. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

   a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Associated services required include but are not limited to:

   a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
   b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
   c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
   d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   e. Security and protection of samples and test equipment at the Project site.

4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.

   a. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.

5. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

   a. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
c. The agency shall not perform any duties of the Contractor.

6. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

D. SUBMITTALS

1. The independent testing agency shall submit a certified written report and electronic copy of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.

a. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

1) Date of issue
2) Project title and number
3) Name, address and telephone number of testing agency
4) Dates and locations of samples and tests or inspections
5) Names of individuals making the inspection or test
6) Designation of the Work and test method
7) Identification of product and Specification Section
8) Complete inspection or test data
9) Test results and in interpretations of test results
10) Ambient conditions at the time of sample-taking and testing
11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
12) Name and signature of laboratory inspector
13) Recommendations on retesting

DI. QUALITY ASSURANCE

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

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

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

END OF SECTION 014000

SECTION 015000
TEMPORARY FACILITIES AND UTILITIES

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
2. Temporary utilities required may include but are not limited to:

   a. Telephone service
   b. Electric Service
   c. Water
   d. Natural gas
   e. Sewer

3. Temporary construction and support facilities required may include but are not limited to:

   a. Field offices and storage sheds.
   b. Sanitary facilities, including drinking water
   c. Temporary Project identification signs and bulletin boards
   d. Waste Disposal services
   e. Construction aids and miscellaneous services and facilities

4. Security and protection facilities required include but are not limited to:

   a. Temporary Security Fencing
   b. Temporary fire protection

   b. Barricades, warning signs, lights
   c. Environmental protection

C. QUALITY ASSURANCE

1. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:

   a. Building Code requirements
   b. Health and safety regulations
   c. Utility company regulations
   d. Police, Fire Department and Rescue Squad rules
   e. Environmental protection regulations

2. Standards: Comply with NFPA Code 241, "Building Construction and

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

D. PROJECT CONDITIONS

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

1.2 PRODUCTS

A. MATERIALS

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

B. EQUIPMENT

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

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

    a. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.3 EXECUTION

A. INSTALLATION

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

B. TEMPORARY UTILITIES

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

C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

1. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access and minimal interruption to Owner's operations.

    a. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

2. Field Offices: The Contractor, at his option, shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:

    a. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.
    b. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror-medicine cabinet unit.

3. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved,

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

4. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

    a. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

5. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
6. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

    a. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.

7. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

    a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).

8. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner. Do not use University trash containers for any reason.

D. SECURITY AND PROTECTION FACILITIES INSTALLATION

1. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

    (a) Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

2. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel

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

4. Barricades, Warning Signs and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

5. Do not remove temporary security and protection facilities until Substantial Completion, or longer as requested by the Architect.

6. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

   a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than on extinguisher on each floor at or near each usable stairwell.
   b. Store combustible materials in containers in fire-safe locations.
   c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
   d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

7. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

E. OPERATION, TERMINATION AND REMOVAL

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

   a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION REQUIREMENTS

A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.

B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.

C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract. Substitutions only al-lowed for products when more than one manufacturer is indicated.

1. Submit two (2) copies of each request for product substitution. Identify product to be re-placed and provide complete documentation showing compliance of proposed substitu-tion 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 pro-posed 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 sub-sequent 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 compo-nents 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 indi-cated. 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 substitu-tions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

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

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

SECTION 173000 EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

B. Related Requirements:

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

1.3 QUALITY ASSURANCE

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a written and email request for information to Consultant.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, promptly notify Consultant by email and in writing.

1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
2. Inform installers of lines and levels to which they must comply.
3. Check the location, level and plumb, of every major element as the Work progresses.
4. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.

B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Consultant, and in compliance with accessibility requirements.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
4. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

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

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste.
4. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

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

H. Clean and provide maintenance on completed construction as frequently as necessary through

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

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

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017400
WARRANTIES AND BONDS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

   a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
   b. General closeout requirements are included in Section "Project Closeout."
   c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
   d. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. DEFINITIONS

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

D. WARRANTY REQUIREMENTS

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

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

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

    a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

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

E. SUBMITTALS

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

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

2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

    a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.

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

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

    a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

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

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

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

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

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

END OF SECTION 017400

SECTION 017419
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 017419

SECTION 017700
PROJECT CLOSEOUT

1.1 GENERAL

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

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

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

2. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
    a. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
    b. Results of the completed inspection will form the basis of requirements for final inspection.

D. FINAL ACCEPTANCE
1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
    a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
    b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
    c. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
    d. Submit consent of surety to final payment.
    e. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
2. Re-inspection Procedure: The Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
    a. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
    b. If necessary, re-inspection will be repeated.

E. RECORD DOCUMENT SUBMITTALS
1. See also the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist*: Contractor Requirements.
2. General: Do not use record documents (red-line markups) for construction purposes; protect from deterioration and loss in a secure, fire- resistive location; provide access to record documents for the Consultant's reference during normal working hours.
3. Record Drawings (Red-lined): Maintain two clean, undamaged sets of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the sets to show the red-line changes during the course of construction with actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop

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

a. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
b. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
c. Note related Change Order numbers where applicable.
d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

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

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

F. WARRANTIES AND BONDS

1. SUMMARY

a. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer’s standard warranties on products and special warranties.

1) Refer to the General Conditions and Supplemental Conditions for terms of the Contractor's special warranty of workmanship and materials.
2) General closeout requirements are included in Section "Project Closeout."
3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

b. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
c. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

2. DEFINITIONS

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

G. WARRANTY REQUIREMENTS

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

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

d. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
   1) Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

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

4. SUBMITTALS

a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
   1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.

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

c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
   1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.
   2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

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

1.2 EXECUTION

A. CLOSEOUT PROCEDURES

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

END OF SECTION 017700

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Operation manuals for systems, subsystems, and equipment.
3. Product maintenance manuals.
4. Systems and equipment maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. One paper copy and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver copies to the Owner.

C. Manual Submittal: Submit each manual in DRAFT in PDF format form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments. PROVIDE PAPER AND PDF OF FINAL APPROVED MANUALS

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

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.

B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

C. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

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

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

1. Binders: These binders are sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and oversize sheets will need to be folded to 8x11.5.

a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

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

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

B. Descriptions: Include the following:

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

7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

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

CII. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

A. General: Incorporate as part of the O& M Manuals. Material and finishes to the Architect/Engineer for approval and distribution. Provide one section for architectural products, including applied materials and finishes, and a second section for products designed for moisture protection and products exposed to the water.

1. Refer to individual specification sections for additional requirements on the care and maintenance of materials and finishes

B. Architectural Products, Applied Materials and Finishes: Provide complete manufacturers data and instructions on the care and maintenance of architectural products, including applied materials and finishes.

C. Manufacturers Data: Provide complete information on architectural products, including but not limited to the following items, as applicable:
1. Manufacturer’s catalog number
2. Size
3. Material composition
4. Color texture reordering information for specially manufactured products
5. Manufacturer and supplier/installers contact information
6. Warranty terms

D. Care and Maintenance Instruction: Provide complete information on the care and maintenance of architectural products, including the manufacturer’s recommendations for the types of cleaning agents to be used and the methods of cleaning. In addition, provide information regarding cleaning agents and methods which could prove detrimental to the product. Include the manufacturer’s recommended schedule for cleaning and maintenance.

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

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

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

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. See also General Conditions and Supplemental Conditions of the Contract for Construction.

B. **See the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist*: Contractor Requirements**

C. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

D. Related Requirements:

1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings (Redline Markups): Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:

a. Draft Submittal:

1) Submit PDF electronic files of scanned record prints.
2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name and PPA Number.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900
DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

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

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

(2) Heating Plant (Hydronic and steam heating systems, controls)
(3) Plumbers (Plumbing, gas-fired heating, process piping systems)
(4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)

d. Schedule:
   i. Duplicate training sessions are to be provided for each training module, so that Owner's operating personnel can be split into two groups during training. Duplicate training sessions to be scheduled during different weeks. Length of training sessions will be determined by scope of training, and as coordinated with Owner after draft copy of training documents have been reviewed.

2.1 PRODUCTS

1. Not applicable

3.1 EXECUTION

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

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

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

training sessions. Coordinate required number with the Owner.

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

iii. Provide minimum of 2 copies of following items:

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

b. Training Sessions:

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

END OF SECTION 179000

SECTION 024100
DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES
- A. Building demolition including removal of hazardous materials and toxic substances.
- B. Selective demolition of building elements for alteration purposes.

1.2 REFERENCE STANDARDS
- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2027.

1.3 SUBMITTALS
- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.4 QUALITY ASSURANCE
- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS

2.1 MATERIALS
- A. Fill Material: See Section 312323.

PART 3 EXECUTION

3.1 DEMOLITION
- A. Remove other items indicated, for salvage, relocation, and recycling.
- B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 312200.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS
- A. All demolition work shall be considered unclassified. Barring discovery of hazardous materials or undocumented structural components, where elements are indicated to be demolished, the bid price shall be for complete demolition of the element, regardless of the individual component makeup of that element.
- B. Refrigerant Recovery: Certified recovery technician shall remove remove refrigerant from all applicable equipment and appliances prior to the start of demolition activities.
- C. Comply with requirements in Section 017000.
- D. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  1. Obtain required permits.
  2. Fire Safety: Comply with applicable requirements of the International Fire Code; Chapter 33, and with NFPA 241.

a. Use of explosives is not permitted.
b. Hot Work: Remove all combustibles from areas where hot work is required, including use of cutting torches, welding, or heating equipment. Maintain fire watch for entire duration of hot work and for a minimum 30 minutes after completion of hot work.
1) Keep portable fire extinguishers within 30 feet of locations where hot work is being performed for entire duration.
c. Maintain egress routes and emergency access routes at all times; do not allow demolished materials to accumulate and block routes.
d. Remove combustible demolished materials from the building by the end of each work day. Temporarily store combustible materials in noncombustible containers with self-closing lids until they can be removed from the building.
e. Do not burn demolished material on site.

3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
4. Provide, erect, and maintain temporary barriers and security devices.
5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.

E. Do not begin removal until receipt of notification to proceed from Owner.

F. Protect existing structures and other elements to remain in place and not removed.
1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

G. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

H. Hazardous Materials:
1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
2. Coordinate with Section 999990 - Existing Hazardous Material Information.

I. Perform demolition in a manner that maximizes salvage and recycling of materials.
1. Comply with requirements of Section 017419 - Construction Waste Management and Disposal.
2. Dismantle existing construction and separate materials.
3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.3 EXISTING UTILITIES

A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from areas that remain occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.

D. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch to match new work.

E. Remove existing work as indicated and required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
   2. Remove items indicated on drawings.

F. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
   1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. Coordinate with Section 011000 - Summary for limitations on outages and required notifications to Owner, as applicable.
   4. Verify that abandoned services serve only abandoned facilities before removal.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

G. Existing Surfaces to Receive Finishes: Remove miscellaneous hangers, exposed nails not serving as fasteners, and similar protrusions; remove adhesive residue and tape; fill anchorage holes; and otherwise patch and restore surface to be a uniform substrate suitable for applied finishes.

H. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
4. Patch to match new work.

3.5 DEBRIS AND WASTE REMOVAL

A. Comply with requirements of 017419 - Construction Waste Management and Disposal.
B. Remove all debris, trash, and other materials not indicated to be salvaged or reinstalled from site.
C. Leave site in clean condition, ready for subsequent work.
D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 024100

SECTION 061053
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1 REFERENCE STANDARDS
- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2025.
- C. PS 20 - American Softwood Lumber Standard; 2025.

1.2 SUBMITTALS
- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data:

1.3 DELIVERY, STORAGE, AND HANDLING
- A. Cover wood products to protect against moisture. Support stacked products to prevent deformation and allow air circulation.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS
- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  1.
  2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org), and that provides grading service for species and grade specified. Provide lumber stamped with grade mark unless otherwise indicated.

2.2 DIMENSION LUMBER
- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Parapet Caps: 1-1/2 inch thick, laminated strand lumber.
  1. Comply with AWPA U1 use category 2.
  2. Products:
     a. Prebuck, LLC; Parapet Cap: www.tremcosealants.com/#sle.
     b. Substitutions: See Section 016000 - Product Requirements.

2.3 ACCESSORIES
- A. Metal and Finish of Fasteners:
  1. Fire-Retardant-Treated Wood:
     a. Comply with manufacturer's recomendations.
     b. Nails, timber rivets, wood screws, and lag screws: Hot-dip galvanized steel complying with ASTM A153/A153M Class D.
  2. Untreated Wood: Unfinished steel.
- B. - this row intentionally left blank -

2.4 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applicaitons.
   1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-Accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Preservative Treatment:
   1. Preservative pressure Treatment of Lumber Above Grade: AWPA U1 Use Category UC3B, Commodity Specification A.
      a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
      b. Treat lumber exposed to weather.
      c. Treat Lumber in contact with roofing, flashing, or waterproofing.
   2. Preservative Pressure treatment of plywood above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Spedification F using waterborne preservative to 0.25 lb/cu ft retention.
      a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
      b. Treat plywood in contact with roofing, flashing, or waterpfooging.

PART 3 EXECUTION

3.1 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to greatest extent possible; clearly separate scrap for use on-site as accessory components, including shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.2 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.3 ROOF-RELATED CARPENTRY

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

B. Provide blocking and nailers required by roofing assembly.

C. Provide wood curb at roof openings except where prefabricated curbs are specified and where specifically indicated otherwise. Form corners by alternating lapping side members.

3.4 CLEANING

A. Waste Disposal: See Section 017419 - Construction Waste Management and Disposal.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.
   3. Do not burn scraps that have been pressure treated.
   4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.

B. Do not leave wood, shavings, sawdust, etc. on ground or buried in fill.

C. Prevent sawdust and wood shavings from entering storm drainage system.

END OF SECTION 061053

SECTION 075423
THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2024.

B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.

C. ASTM D5957 - Standard Guide for Flood Testing Horizontal Waterproofing Installations; 1998 (Reapproved 2021).

D. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.

E. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces; 2024.

F. FM (AG) - FM Approval Guide; Current Edition.

G. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1. Review preparation and installation procedures and coordinating and scheduling required with related work.\
2. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, membrane roofing manufacturer's representative, deck installer, roof accessories and roof-mounted equipment installers, and members of any other trades whose work interfaces or affects membrane roofing.
3. Review methods and procedures of membrane roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule.
5. Verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
7. Review structural load limitations of roof deck during and after membrane roofing installation.
8. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and conditions of other construction that affects membrane roofing.
9. Review governing regulations and requirements for insurance and certificates if applicable.
10. Review temporary protection requirements for membrane roofing during and after installation. See 017610 - Temporary Protective Coverings.
11. Review roof observation and repair procedures after membrane roofing installation.

1.3 SUBMITTALS

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

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

C. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.

D. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
E. Wind Uplift Resistance Certificate: Certify that products meet or exceed wind uplift performance requirements.
F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
G. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
H. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
I. Manufacturer's qualification statement.
J. Installer's qualification statement.
K. Maintenance Data: For membrane roofing to include
L. Warranty Documentation:
    1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
    2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.
    3. Submit manufacturer's certified statement that existing roof warranty has not been affected by Work performed under this Section.

1.4 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING
A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
B. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
C. Store materials in weather protected environment, clear of ground and moisture.
D. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
E. Protect foam insulation from direct exposure to sunlight.

1.6 FIELD CONDITIONS
A. Do not apply roofing membrane during unsuitable weather.
B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above temperature indicated in manufacturer's written instructions.
C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.7 WARRANTY
A. See Section 017800 - Closeout Submittals for additional warranty requirements.
B. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within five years after installation.

C. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
   1. Warranty Term: 20 years.
   2. For repair and replacement include costs of both material and labor in warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

2.2 THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING MATERIALS:
A. Carlisle SynTec Systems; FleeceBACK TPO Adhered.
B. Elevate; UltraPly TPO Membrane.
C. Flex Membrane International Corporation; Flex TPO Plus.
D. GAF; EverGuard Fleece Back TPO 60 mil.
E. Versico Roofing Systems; VersiFleece TPO.
F. Substitutions: See Section 016000 - Product Requirements.

2.3 INSULATION:
A. Carlisle SynTec Systems.
B. GAF
C. Owens Corning Corporation
D. Versico Roofing Systems.
E. Substitutions: See Section 016000 - Product Requirements.

2.4 ROOFING

2.5 THERMOPLASTIC MEMBRANE ROOFING: ONE PLY MEMBRANE, FULLY ADHERED, OVER VAPOR RETARDER, INSULATION, AND COVER BOARD.

2.6 ROOFING ASSEMBLY REQUIREMENTS:
A. Solar Reflectance Index (SRI): Minimum of 64 based on three-year aged value; if three-year aged data is not available, minimum of 82 initial value.
   1. Calculate SRI in accordance with ASTM E1980.
   2. Field applied coating may not be used to achieve specified SRI.

2.7 ACCEPTABLE INSULATION TYPES - CONSTANT THICKNESS APPLICATION:
A. Minimum 2 layers of polyisocyanurate board.

2.8 ACCEPTABLE INSULATION TYPES - TAPERED APPLICATION: ANY TYPE THAT MEETS REQUIREMENTS AND IS APPROVED BY MEMBRANE MANUFACTURER FOR APPLICATION.

2.9 MEMBRANE ROOFING AND ASSOCIATED MATERIALS
A. Membrane Roofing Materials:
   1. TPO - **MEMB-1**: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrims.
      a. Thickness: 60 mil, 0.060 inch, minimum.
   2. Sheet Width: Limit width tot 120 inches maxiumu, when ambient temperatures are less than 40 degrees F for extended period of time during installation.

a. Adhered Application: Limit width to 120 inches, maximum, when ambient temperatures are less than 40 degrees F for extended period of time during installation.

3. Color: White.

B. Seaming Materials: As recommended by membrane manufacturer.

C. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.

1. fire-retardant adhesive.
2. Fire-retardant adhesive.

D. Flexible Flashing Material: Same material as membrane.

2.10 COVER BOARDS

A. Cover Boards, **CB-1**: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.

1. Thickness: 1/2 inch, Type X, fire-resistant.
2. Products:
   a. Georgia-Pacific; DensDeck Prime with EONIC Technology.
   b. Gold Bond Building Products, LLC provided by National Gypsum Company; DEXcell Glass Mat Roof Board.
   c. USG Corporation; Securock Ultralight Glass-Mat Roof Board.
   d. Substitutions: See Section 016000 - Product Requirements.

2.11 INSULATION

A. Polyisocyanurate (ISO) Board Insulation, INSUL-1: Rigid cellular foam, complying with ASTM C1289.

1. Classifications:
   a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
      1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
      2) Compressive Strength: Classes 1-2-3, Grade 1, 16 psi (110 kPa), minimum.
      3) Thermal Resistance, R-value: At 1-1/2 inches thick; Class 1, Grades 1-2-3, 8.4 (1.48), minimum, at 75 degrees F.
      4)
2. Board Size: 48 by 96 inches.
3. Board Thickness: 1.5 inches.
4. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
5. Board Edges: Square.
6. Products:
   a. GAF; EnergyGuard Polyiso Insulation.
   b. Versico Roofing Systems; SecurShield Insulation.
   c. Substitutions: See Section 016000 - Product Requirements.

2.12 ACCESSORIES

A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.

B. Cant Strips: Wood, pressure preservative treated; See Section 061000.

C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

D. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
E. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
F. Do not install more insulation than can be covered with membrane in same day.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive work.
B. Verify deck is supported and secure.
C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
D. Verify deck surfaces are dry and free of snow or ice.
E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.
F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Perform work in accordance with manufacturer's instructions, NRCA (WM), and Factory Mutual requirements applicable requirements.
B. Do not apply roofing membrane during cold or wet weather conditions.
C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.3 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

A. Install vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
    1. Extend vapor retarder under cant strips and blocking to deck edge.
    2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
C. Attachment of Insulation: Embed insulation in adhesive in full contact, in accordance with roofing and insulation manufacturers' instructions.
D. Cover Boards: Fully adhere cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
E. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
F. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
G. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
H. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.

I. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.

J. Do not install more insulation than can be covered with membrane in same day.

3.4 INSTALLATION - MEMBRANE

A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

B. Shingle joints on sloped substrate in direction of drainage.

C. Fully Adhered Application: Apply adhesive to substrate at rate recommended by membrane manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.

D. [<>]At Vertical Surfaces and Parapet Walls: Apply adhesive to substrate at rate recommended in writing by membrane manufacturer to fully adhere the membrane. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.

E. Overlap edges and ends and seal seams by heat welding, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.

F. At intersections with vertical surfaces:

1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
2. Fully adhere flexible flashing over membrane and up to nailing strips.

G. Around roof penetrations, seal flanges and flashings with flexible flashing.

H. Coordinate installation of roof drains and sumps and related flashings.

3.5 FIELD QUALITY CONTROL

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

B. Owner will provide testing and inspection services by a qualified testing agency to perform flood testing in accordance with ASTM D5957 and inspect seam field strength samples. Contractor to provide temporary construction and materials for testing in accordance with requirements.

C. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.

D. Arrange for membrane roofing manufacturer's technical representatives to inspect roofing installation on completion in the presence of the Architect, and to prepare an inspection report.

E. Repair or remove and replace components of membrane roofing that do not pass inspections and do not comply with specified requirements.

F. Additional testing and inspecting shall be performed by the Contractor to determine if replaced or additional work complies with specified requirements.

3.6 CLEANING

A. See Section 017000 - Execution and Closeout Requirements for additional requirements.

B. Remove bituminous markings from finished surfaces.

C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.

D. Repair or replace defaced or damaged finishes caused by work of this section.

3.7 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials as indicated in Section 017610 - Temporary Protective Coverings.

END OF SECTION 075423

SECTION 076200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2026.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

C. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

D. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).

F. ASTM D1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test); 2008 (Reapproved 2023).

G. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement; 2025.

H. CDA A4050 - Copper in Architecture - Handbook; Current Edition.

I. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.2 SUBMITTALS

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

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

C. Selection Samples: Provide manufacturer's color charts for each product and material requiring color selection.

1.3 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise indicated.

B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with experience in projects of size and scope similar to this Project.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS,

2.1 SHEET MATERIALS

A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal.

B.

1.

C. Stainless Steel: ASTM A666/A666M, Type 304 alloy, soft temper, 24 gauge, 0.025- inch thick; smooth No. 4 - Brushed finish.

2.2 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
B. Form pieces in longest possible lengths.
C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.3 GUTTERS AND DOWNSPOUTS

A. See Section 077123 for manufactured gutters and downspouts.
B. Downspouts: Rectangular profile.
C. Gutters and Downspouts: Size indicated on drawings.
D. Downspout Extenders: Same material and finish as downspouts.
E. Seal metal joints.

2.4 FLASHING

A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.
B. Polyvinyl butyral lead or copper replacement flashing with recycled safety foil glass, 118-mil, 0.118-inch thick roll in accordance with ASTM D1876.
    1. Products:
        a. VaproShield, LLC; Leadax Flashing.
        b. Substitutions: See Section 016000 - Product Requirements.

2.5 ACCESSORIES

A. Fasteners: Galvanized steel, with soft neoprene washers.
B. Underlayment: Polyethylene, 6 mil, 0.006 inch thick.
C. Primer Type: Zinc chromate.
D. Concealed Sealants: Non-curing butyl sealant.
E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
F. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.
G. Reglets and Counterflashings (Non-Masonry): Surface mounted two-piece reglet and counterflashing, or one-piece counterflashing, fabricated of pre-finished aluminum or galvanized steel.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

A. Install starter and edge strips, and cleats before starting installation.

B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.

C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.3 INSTALLATION

A. Secure flashings in place using concealed fasteners.

B. Apply plastic cement compound between metal flashings and felt flashings.

C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

D. Exterior Flashing Receivers: Install in accordance with manufacturer's recommendations, and in proper relationship with adjacent construction, and as follows:

1. Secure receiver at perimeter of wall opening with adhesives or fasteners.
2. Place flashing into receiver channel.
3. Secure flashing with receiver clip.

E. Seal metal joints watertight.

3.4 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for field inspection requirements.

B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.5 SCHEDULE

A. Coping, Cap, Parapet, Sill and Ledge Flashings: Prefinished Galvanized Steel or Aluminum with a factory Kynar 500/PVDF finish.

B. Sheet Metal Roof Expansion Joint Covers, and Roof-to-Wall Joint Covers:Pre-formed, low profile metal expansion joint caps (24 ga pre-finished steel) mounted over elevated curb.

C. Counterflashings at Roofing Terminations (over roofing base flashings): Two-piece surface-mounted or reglet-receiver counterflashing system (24 ga pre-finished steel).

D. Counterflashings at Curb-Mounted Roof Items, including skylights and roof hatches: Overhanging metal counterflashing skirts (24 ga pre-finished steel) or factory-curb counterflashing

E. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports: Pre-molted heat-welded TPO pipe boots with stainless steel drawbands and specified cut-edge sealant.

END OF SECTION 076200

SECTION 077100
ROOF SPECIALTIES

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2026.

B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2022.

C. NRCA (RM) - The NRCA Roofing Manual; 2026.

1.2 SUBMITTALS

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

B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.

1. Include test data/confirmation that copings and edge metals conform to ANSI/SPRI/FM 4435/ES-1 performance requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Roof Edge Metals and Copings: Provide private-labeled products by one of the roofing manufacturers listed in Division 7 membrane roofing sections, as required to meet requirements and comply with terms of manufacturer's total system warranty.

2.2 COMPONENTS

A. Roof Edge Flashings, : Factory fabricated to sizes required; corners mitered; concealed fasteners.

1. Configuration: Fascia, cant, and edge securement for roof membrane.
2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
3. Exposed Face Height: As indicated on drawings.
4. Material: Formed steel sheet, galvanized, 24 gauge, 0.024 inch thick, minimum.
5. Finish: 70 percent polyvinylidene fluoride (PVDF).
6. Color: Black.
7. Basis of Design Product:
    a. Pac-Clad Petersen Aluminum, Pac Snap Edge Fascia.

B. Copings, : Factory fabricated to sizes required; corners mitered; concealed fasteners.

1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
3. Wall Width: As indicated on drawings.
4. Outside Face Height: As indicated on drawings.

5. Inside Face Height: As indicated on drawings.
6. Material: Formed steel sheet, galvanized, 24 gauge, 0.024 inch thick, minimum.
7. Finish: 70 percent polyvinylidene fluoride.
8. Color: Black.
9. Basis of Design Product:
    a. Pac-Clad Petersen Aluminum, Pac-Continuous Cleat Coping.

C. Roof Penetration Sealing Systems: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.

2.3 FINISHES

A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as indicated.

2.4 ACCESSORIES

A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.2 INSTALLATION

A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
B. Install components weathertight; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
C. Seal joints within components when required by component manufacturer.
D. Anchor components securely.
E. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
F. Coping Installation: Install coping cleats and chair with concealed fasteners. Anchor as required to meet ANSI/SPRI performance requirements and manufacturer's instructions, but at spacing of no greater than 36 inches on center.
G. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION 077100

SECTION 077123
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

A. CDA A4050 - Copper in Architecture - Handbook; Current Edition.

1.2 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.
B. Product Data: Provide data on prefabricated components.
C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.3 DELIVERY, STORAGE, AND HANDLING

A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
B. Stack material to prevent twisting, bending, or abrasion and to provide ventilation. Slope to drain.
C. Prevent contact with materials that cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Gutters, Downspouts, Scuppers, and Collectors:
    1. ATAS International, Inc.
    2. Cheney Flashing Company.
    3. Drexel Metals Inc.
    4. Hickman Edge Systems.
    5. Pac-Clad Petersen Aluminum; Industrial Downspout, Pac-Tite Gold Gutter IGG-B, Scuppers - Basis of Design Products.
    6. Substitutions: See Section 016000 - Product Requirements.

2.2 GUTTERS AND DOWNSPOUTS

A. Gutters: SMACNA square style profile, 6-inch square.
B. Downspouts: SMACNA square profile, 6-inch square.
C. Scuppers: Size as required in Paragraph 1.2 above, unless otherwise indicated.
D. Anchors and Supports: Profiled to suit gutters and downspouts.
    1. Anchoring Devices: In accordance with SMACNA requirements.
    2. Gutter Supports: Brackets.
    3. Downspout Supports: Brackets.
E. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers.

2.3 SHOP FABRICATION

A. Form gutters and downspouts of profiles and size indicated in construction documents.
B. Fabricate with required connection pieces.
C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints; comply with CDA A4050

D. Hem exposed edges of metal.
E. Fabricate gutter and downspout accessories; seal watertight.

2.4 FINISHES

2.5 ACCESSORIES

PART 3 EXECUTION

3.1 EXAMINATION
A. Verify surfaces are acceptable for product installation in accordance with manufacturer's written instructions.

3.2 PREPARATION
A. Paint concealed sheet metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to minimum dry film thickness of 15 mils, 0.015 inch.

3.3 INSTALLATION
A. Comply with SMACNA and FM installation instructions and drawing details.
B. Seal metal joints watertight.
C. Secure gutters and downspouts in place with concealed fasteners.
D. Slope gutters 1/4 inch per 10 feet, minimum.
E. Connect downspouts to downspout boots, and grout connection watertight.

END OF SECTION 077123

SECTION 077200
ROOF ACCESSORIES

PART 1 GENERAL

1.1 REFERENCE STANDARDS
- A. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.
- B. 29 CFR 1926.502 - Fall protection systems criteria and practices; Current Edition.

1.2 SUBMITTALS
- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
  4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
  1. Non-penetrating Rooftop Supports: Submit design calculations for loadings and spacings.
  2. Submit shop drawings sealed and signed by a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.3 DELIVERY, STORAGE, AND HANDLING
- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

PART 2 PRODUCTS

2.1 ROOF CURBS
- A. General: Coordinate with Division 22, 23, and 26 for roof curbs and equipment supports specified with specific pieces of equipment.
- B. Roof Curbs Manufacturers:
  1. Active Ventilation Products, Inc.
  2. AES Industries Inc.
  3. The Pate Company.
  4. LMCurbs.
  5. MKT Metal Manufacturing.
  6. Thybar Corporation
  7. Substitutions: See Section 016000 - Product Requirements.
- C. Roof Curbs Mounting Assemblies: Factory fabricated hollow sheet metal construction, internally reinforced, and capable of supporting superimposed live and dead loads and designated equipment load with fully mitered and sealed corner joints welded and integral counterflashing with top and edges formed to shed water.
  1. Roof Curb Mounting Substrate: Curb substrate consists of as indicated on Drawings.
  2. Sheet Metal Material:

a. Sheet Metal Material: Galvanized (zinc-coated) or galvalume (aluminum-zinc alloy) steel sheet; minimum 18 gauge (0.052-inch) thick; mill finish.

D. Roof Curb Caps: Square-type aluminum cap with weathertight seal when vent or equipment is not installed.

E. Equipment Rail Curbs: Straight curbs on each side of equipment, with top of curbs horizontal and level with each other for equipment mounting.

1. Provide preservative treated wood nailers along top of rails.
2. Height Above Finished Roof Surface: 8 inches, minimum.

2.2 ROOFTOP MOUNTED GUARDRAILS

A. Existing and Reinstalled Non-Penetrating Rooftop Mounted Guardrails:

1. Provide top and mid railings that comply with 29 CFR 1910.29.
2. Structural Load: 200 lb, minimum, in any direction with components in compliance with 29 CFR 1926.502.
3. Height: 42 inches, minimum.
4. Railings: 1-5/8 inches minimum outside diameter, hot-rolled, welded tubing, free of sharp edges and snag points.
5. Mounting Bases: 104 lb, Class 30, gray iron material cast to hold four receiver posts, with rubber pads on underside.
6. Receiver Posts: Provide with positive locking system for placement in receiver holes of mounting bases that allow rails to be mounted in any direction; provide drain holes in receiver posts.
7. Fixed Ladder Guard System: 36-inch wide passage that extends 7.5 feet onto roof from top of ladder; adjustable spanner bars extend distance another 40 inches from ladder.
8. Steel Surface Finish: Hot-dip zinc galvanized, with color of safety yellow.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.4 CLEANING

A. Clean installed work to like-new condition.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 077200

SECTION 079200
JOINT SEALANTS

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.
C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
F. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2022.
G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2025).
I. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.2 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.
B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
    1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
    2. List of backing materials approved for use with the specific product.
    3. Backing material recommended by sealant manufacturer.
    4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
    5. Substrates the product should not be used on.
    6. Substrates for which use of primer is required.
    7. Substrates for which laboratory adhesion and/or compatibility testing is required.
    8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
    9. Certification by manufacturer indicating that product complies with specification requirements.
C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
D. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
E. Executed warranty.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.4 WARRANTY

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

B. Special Installer's Warranty: Provide 2-year installer warranty from date of Substantial Completion to repair or replace joint sealants that do ont comply with performance and other requirements specified in this Section within specified warranty period.

C. Manufacturer Warranty: Provide 5-year manufacturer warranty from date of Substantial Completion for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

D. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt of other atmospheric contaminants.

PART 2 PRODUCTS

2.1 JOINT SEALANT APPLICATIONS

A. Scope:

1. Exterior Joints (Wall parapets, Sheet Metal Flashings, Copings & Railing Posts):
   a. Use Nonsage Nonstaining Silicone Sealant for perimeter sheet metal flashing, coping caps, reglets, counterflashings.
2. Lap Joints in Sheet Metal and Metal Panels:
   a. Use Noncuring Butyl Rubber Sealant (Fully concealed lap joints).
3. Exterior Structural Expansion Joints (Between Structures)
   a. Refer to Section 079513 for mechanical cover plates or heavy-duty elastomeric seals bridging the structural gap.
4. Do Not Seal:
   a. Intentional weep holes in masonry.
   b. Joints indicated to be covered with expansion joint cover assemblies.
   c. Joints where sealant installation is specified in other sections.

2.2 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

B. Colors: As selected by Architect from manufacturer's full range.

2.3 NONSAG JOINT SEALANTS

A. Nonstaining Silicone Sealant: ASTM C920, Type S, Grade NS, Use NT (Nontraffic); not expected to withstand continuous water immersion or traffic.

1. Movement Capability: Class 50 (Plus and minus 50 percent), minimum.
2. Nonstaining to Porous Substrates: Nonstaining to light-colored substrates when tested in accordance with ASTM C1248.
3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
4. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
   a. Adfast USA, Inc.

b. Dow.
c. Pecora Corporation.
d. Sika Corporation.
e. Tremco Commercial Sealants & Waterproofing.
f. Substitutions: See Section 016000 - Product Requirements.

B. Noncuring Butyl Sealant,: ASTM C1311 Solvent-based, single component, nonsag, nonskinning, nonhardening, nonbleeding; nonvapor permeable; intended for fully concealed applications.

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. Pecora Corporation; Pecora BA-98 Non-Skinning Butyl Sealant.
   b. Serious Energy, Inc.; Quiet Seal 350.
   c. Tremco Commercial Sealants & Waterproofing; Acoustical/Curtainwall Sealant.
   d. Substitutions: See Section 016000 - Product Requirements.

2.4 ACCESSORIES

A. Sealant Backing Rod, Closed-Cell Type:
1. Cylindrical flexible sealant backings complying with ASTM C1330 Type C.
2. Size: 25 to 50 percent larger in diameter than joint width.

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

C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.

E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Verify that joints are ready to receive work.

C. Verify that backing materials are compatible with sealants.

D. Verify that backer rods are of the correct size.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean out joints immediately, and prime as necessary, before installing joint sealants in accordance with manufacturer's instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including during, paints (except for permanent, protective coatings tested and approved for sealants, oil, grease, waterproofing, water repellants, water, surface dirt, and frost.
2. Clean pourous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Pourous joint substrates include the following:

a. Concrete.
b. Masonry.
c. Unglazed surfaces of ceramic tile.
d. Exterior insulation and finish systems.

3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Provide joint sealant installations complying with ASTM C1193.

C. Install acoustical sealant application work in accordance with ASTM C919.

D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.

E. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint width that allow optimum sealant movement and capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbet sealant backings that have become wet before sealant application and replace them with dry materials.

F. Install bond breaker backing tape where backer rod cannot be used.

G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

H. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

I. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
   1. For concave tooling, install in accoradance with Figure 8A in ASTM C1193.
   2. For flush tooling, install in accordance with Figure 8B in ASTM C1193.
   3. For recessed tooling, install in accordance with Figure 8C in ASTM C1193.

J. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.4 FIELD QUALITY CONTROL

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

B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriortated joint sealants immediately so installations with repaired areas are indisitinguishable from original work.

END OF SECTION 079200

SECTION 079513
EXPANSION JOINT COVER ASSEMBLIES

PART 1 GENERAL

1.1 REFERENCE STANDARDS

A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.

B. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.

C. ASTM B308/B308M - Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles; 2020.

D. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems; 2024.

E. UL 2079 - Standard for Tests for Fire Resistance of Building Joint Systems; Current Edition, Including All Revisions.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Installation Templates: For frames and anchors to be embedded in concrete or masonry, furnish templates to relevant installers; include installation instructions and tolerances.

1.3 SUBMITTALS

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

B. Product Data: Provide joint assembly profiles, profile dimensions, anchorage devices and available colors and finish.

C. Shop Drawings: Indicate joint and splice locations, miters, layout of the work, affected adjacent construction and anchorage locations.

D. Manufacturer's Installation Instructions: Indicate rough-in sizes and required tolerances for item placement.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide Basis of Design product indicated under the expansion joint types or a comparable product by one of the following:

1. Expansion Joint Cover Assemblies:
    a. Balco, Inc.
    b. Construction Specialties, Inc.
    c. MM Systems Corp
    d. Nystrom, Inc.
    e. Pecora Corporation.
    f. Sika Emseal.
    g. Substitutions: See Section 016000 - Product Requirements.

2.2 EXPANSION JOINT COVER ASSEMBLIES

A. Expansion Joint Cover Assemblies - General: Factory-fabricated and assembled; designed to completely fill joint openings, sealed to prevent passage of air, dust, water, smoke; suitable for traffic expected.

1. Joint Dimensions and Configurations: As indicated on drawings.
2. Joint Cover Sizes: Selected to suit joint width and configuration, based on manufacturer's published recommendations and limitations.
3. Lengths: Provide covers in full lengths required; avoid splicing wherever possible.
4. Anchors, Fasteners, and Fittings: Provided by cover manufacturer.

2.3 MATERIALS

A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper; or ASTM B308/B308M, 6061 alloy, T6 temper.
   1. Exposed Finish Outdoors: Color to be selected by Architect.
B. Resilient Seals: Santoprene.
C. Anchors and Fasteners: As recommended by cover manufacturer.
D. Ferrous Metal Anchors: Galvanized where embedded in concrete or in contact with cementitious materials.
E. Backing Paint for Aluminum Components in Contact with Cementitious Materials: Asphaltic type.

2.4 ACCESSORIES

A. Resilient Fire Barrier: For use with metal expansion joint covers and elastomeric seals, with fire rating in accordance with surrounding construction performance capabilities.
   1. Application: as indicated on Drawings.
   2. Fire Resistance Rating: up to As indicated on Drawings, in accordance with ASTM E1966 and UL 2079.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that joint preparation and dimensions are acceptable and in accordance with manufacturer's requirements.
B. Verify that frames and anchors installed by others are in correct locations and suitable for installation of remainder of assembly.

3.2 INSTALLATION

A. Install components and accessories in accordance with manufacturer's instructions.
B. Align work plumb and level, flush with adjacent surfaces.
C. Rigidly anchor to substrate to prevent misalignment.

3.3 PROTECTION

A. Do not permit traffic over unprotected floor joint surfaces.
B. Provide strippable coating to protect finish surface.

END OF SECTION 079513

SECTION 099100
PAINTING

PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

A. Extent of painting work is indicated on drawings and schedules, and as herein specified.

B. Work includes surface preparation, priming, and repainting of existing exposed metal railings and ladders as indicated in the Contract Documents.

1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

C. “Paint” as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers, fillers, & other applied materials whether used as prime, intermediate or finish coats.

D. Following categories of work are not included as part of field-applied finish work.

1. Pre-Finished Items: Unless otherwise indicated, do not field-paint items specified for factory- or installer-finishing; such as toilet enclosures, acoustic materials, architectural woodwork, mechanical and electrical equipment, switchgear and distribution cabinets.
2. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, and pipe spaces, and elevator and duct shafts.
3. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.
4. Operating Parts: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts will not require finish painting.

E. Following categories of work are included under other sections of these specifications.

1. Shop Primers: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
2. Unless otherwise specified, shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.

F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates. Do not paint over fire alarm devices, sprinklers and similar fire safety devices.

1.2 QUALITY ASSURANCE:

A. Single Source Responsibility: Provide primers, other undercoat paint, and finish coat products produced by same manufacturer for each paint system. Use only thinners approved by paint manufacturer, and use only within recommended limits.

1.3 SUBMITTALS:

A. Product Data: Submit manufacturer's technical information including Paint label analysis and application instructions for each material proposed. Include paint system schedule in the format used in this specification section.

B. Color Chips: Submit color chips of manufacturer's complete range of colors for each paint type for Architect's review of color and texture (sheen). These will be used for initial color selection if the submitted range is adequate.

1. Based on products of the selected manufacturer and paint systems specified in this Section, the Architect will prepare an initial finish legend indicating paint colors to be used in each space. The Architect will indicate required colors by referencing the selected paint manufacturer's color chips, or by referencing drawdowns or other standard (such as “match laminate color”).

1.4 DELIVERY AND STORAGE:

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
   1. Name or title of material.
   2. Manufacturer's stock number and date of manufacture.
   3. Manufacturer's name.
   4. Contents by volume, for major pigment and vehicle constituents.
   5. Thinning instructions.
   6. Application instructions.
   7. Color name and number.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

C. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take precautions to ensure workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.5 JOB CONDITIONS:

A. Apply paints only when temperature of surfaces to be painted and surrounding air are between 50°F and 90°F for water-base paints; and between 45°F and 95°F for solvent-thinned paints, unless otherwise permitted by paint manufacturer's printed instructions.

B. Do not paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
   1. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature and humidity limits specified by paint manufacturer during application and drying periods.

C. Wind: Do not spray coatings if wind velocity exceeds manufacturer's recommended limit.

D. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

E. Dust and Contaminants:
   1. Schedule coating work to avoid excessive dust and airborne contaminants.
   2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Paint Manufacturer: Subject to compliance with requirements, provide products of one of the following:
   1. Benjamin Moore and Co. (Ben Moore).
   2. PPG Architectural Coating/PPG Paints (PPG).
   3. Sherwin-Williams Co. (S-W).

B. Special Coatings Manufacturer: Subject to compliance with requirements, provide moisture curing aliphatic urethane coating system products of one of the following or prequalified other manufacturer:

1. Benjamin Moore and Co. (Ben Moore).
2. PPG Architectural Coating/PPG Paints (PPG).
3. Sherwin-Williams Company (S-W).

2.2 MATERIALS:

A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated. Lead content in pigment, if any, is limited to contain not more than 0.06% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.

PART 3 EXECUTION

3.1 INSPECTION:

A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been correct in a manner acceptable to Applicator.

B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION:

A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

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. Cleaning: Before applying paint or surface treatments, clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove oil and grease prior to mechanical cleaning.
2. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
3. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

D. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

1. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent. Provide wash coat if required by paint system manufacturer for prepared substrate.

3.3 MATERIALS PREPARATION:

A. Mix and prepare painting materials in accordance with manufacturer's directions.

B. Maintain paint mixing and application containers in a clean condition, free of foreign materials and residue.

C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.4 APPLICATION:

A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

1. Provide access to representative of selected coating manufacturer for observation of material application only at all times during painting work. Unless specifically indicated by Architect, this representative shall have no authority to make decisions about the work.
2. Provide finish coats that are compatible with prime paints used.
3. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
4. Sand lightly between each succeeding enamel.
5. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless required to prevent “show-through” for finish topcoats.

B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firms, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish total DFT indicated or as recommended by coating manufacturer.

D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces. Do not paint prefinished equipment items unless directed otherwise.

E. Prime Coats: Apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

F. Finish Coats: Provide finish quality for new and repainted surfaces as follows:

1. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
2. Transparent (Clear) Finish: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise noted.

G. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

H. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 CLEAN-UP AND PROTECTION:

A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.

B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work until date of Substantial Completion. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

1. Provide “Wet Paint” signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for their work after completion of painting.
2. At completion of work of other trades, touch-up & restore all damaged painted surfaces.

3.6 EXTERIOR PAINT SCHEDULE:

A. General: Provide the following Paint systems for the various substrates, as indicated.

B. Zinc-Coated or Zinc-rich Primer-Coated Metal with Direct to Metal (“DTM”) Gloss Acrylic Enamel Finish: 2 topcoats of DTM gloss enamel over an acrylic bonding primer, with min. total DFT of 2.5 mils. Provide this coating system UNO.

1. Prime Coat (Tie-Coat): Lead-free, acrylic base exterior galvanized metal primer, premium grade. Apply over universal shop primer.
   a. Ben Moore: HP04 Ultra Spec HP Acrylic Metal Primer
   b. PPG: 90-712 Pitt-Tech Int/Ext Primer/Finish Industrial Enamel
   c. S-W: B66-1300 Series Pro-Cryl Universal Acrylic Primer.
2. First and Second Coats: DTM Acrylic Gloss Enamel.
   a. Ben Moore: HP28 Ultra Spec HP Acrylic Gloss Enamel
   b. PPG: 90-1310 Pitt-Tech Plus Int/Ext High Gloss DTM Industrial Enamel
   c. S-W: B66W1050 Series Pro Industrial DTM Acrylic Coating (Gloss)

C. Field-Applied Coatings for Ferrous Metal (AESS): Aliphatic urethane system of intermediate coat and topcoat. Provide scheduled products for exposed steel fabrications indicated.

1. Field Touch-up: Match moisture curing urethane zinc-rich shop primer.
2. Intermediate Coat: Moisture curing urethane and micaceous iron oxide or epoxy.
   a. Ben Moore: Corotech V160 Epoxy Mastic Coating – Semi-Gloss
   b. PPG: 95-245 Pitt-Guard Rapid Coat D-T-R Epoxy Coating
   c. S-W: Macropoxy 646 Fast Cure Epoxy, B58-600/B58v600
3. Topcoat: Aliphatic urethane at 3.0 – 4.0 mils DFT
   a. Ben Moore: Corotech V500 Aliphatic Acrylic Urethane – Gloss
   b. PPG: 95-812 Pitthane Ultra Gloss Urethane Enamel
   c. S-W: B65-600 Series Acrolon 218 HS Acrylic Polyurethane Gloss

D. Coatings to Repaint Exterior Ferrous Metal: Aliphatic urethane topcoat system over surface-tolerant epoxy mastic. Provide to repaint existing exposed steel fabrications with extended weather exposure deterioration and surface rust.

1. Preparation: Clean steel to SSPC SP-3 Power Tool Cleaning to remove all rust scale, mill scale and loose rust, oil, grease and other contaminants.
2. Primer: Surface-tolerant fast curing polyamide epoxy (mastic). 5.0 – 10.0 mils DFT
   a. Corotech (Ben Moore): V160 Epoxy Mastic Coating – Semi-Gloss
   b. PPG: 95-245 Pitt-Guard Rapid Epoxy Mastic SG
   c. S-W: Macropoxy 646 Fast Cure Epoxy, B58-600/B58v600
3. First and Second Topcoats: Aliphatic urethane at 3.0 – 4.0 mils DFT per coat
   a. Corotech (Ben Moore): V500 Aliphatic Acrylic Urethane - Gloss
   b. PPG: Pitthane High Build Urethane Enamels 95 -8800 series

c. S-W: B65-600 Series Acrolon 218 HS Acrylic Polyurethane Gloss

END OF SECTION 099100

SECTION 118129
FACILITY FALL PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES
- A. Roof anchors.

1.2 DEFINITIONS
- A. Anchorage Connector: A component or subsystem that functions as an interface between the anchorage and a fall protection, work positioning, rope access, or rescue system for the purpose of coupling the system to the anchorage.
- B. Fall Protection System: System can be either a fall arrest or a fall restraint system.

1.3 REFERENCE STANDARDS
- A. 29 CFR 1910 - Occupational Safety and Health Standards; Current Edition.
- B. 29 CFR 1910.140 - Personal fall protection systems; Current Edition.
- C. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- D. 29 CFR 1926.502 - Fall protection systems criteria and practices; Current Edition.
- E. ANSI/ASSP Z359.7 - Qualification and Verification Testing of Fall Protection Products; 2019.
- F. ANSI/ASSP Z359.18 - Safety Requirements for Anchorage Connectors for Active Fall Protection Systems; 2017, with Errata (2021).
- G. ANSI/IWCA I-14 - Window Cleaning Safety Standard; 2001.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.
- I. CAL (OSHA) TITLE 8 SC 7 - California Code of Regulations, Title 8, Subchapter 7, General Industry Safety Orders; 2021.
- J. ISO/IEC 17025 - General Requirements for the Competence of Testing and Calibration Laboratories; 2017.

1.4 ADMINISTRATIVE REQUIREMENTS
- A. Coordination: Coordinate installation of roof anchors with Architect and membrane manufacturer to verify installation will result in a warrantable building envelope.

1.5 SUBMITTALS
- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets on each ladder safety system product to be used, including installation instructions.

PART 2 PRODUCTS

2.1 ROOF ANCHORS
- A. Manufacturers:
  1. BOD: Guardian Fall Protection: www.guardianfall.com/#sle. Or equal product substitution.
  2. Substitutions: See Section 016000 - Product Requirements.
- B. Application:

1. OSHA and ANSI one person PPE anchor.

C. Description:
1. Roof anchorage points for personal fall protection systems; used exclusively for employee fall protection and independent of any anchorage used to suspend employees or platforms on which employees work.
a. Anchor Type per ANSI/ASSP Z359.18: Type T.

D. Structural Performance: Provide safety tieback anchors capable of withstanding design loads as required by governing regulations and codes.

E. Design Criteria: Fall protection anchors.
1. Comply with 29 CFR 1910.140 and 29 CFR 1926.502 for personal fall protection systems and anchorage.
2. Comply with 29 CFR 1926, Subpart M-Fall Protection.
3. Comply with ANSI/ASSP Z359.18 test requirements for static strength, dynamic strength, residual strength, serviceability, and corrosion of anchorage.
a. Testing Labs: Meet requirements of ANSI/ASSP Z359.7 and ISO/IEC 17025.
4. Comply with CAL (OSHA) TITLE 8 SC 7 requirements for anchors used in personal fall protection systems.

F. Anchors:
1. Type: Vertical foam-filled steel pier and baseplate with galvanized forged steel loop.
a. Loop Diameter: 1-3/8 inch.
b. Pier:
1) Height: 12 inches.
2) Diameter: 3-inch OD.
3) Wall Thickness: Schedule 40.
4) Material: Hot-dip galvanized steel pipe.
5) Foam: Polyurethane. ASTM E84 Class I.
c. Flat baseplate, factory-welded.
1) Size: 10 inches square.
2) Thickness: 3/8 inch.
3) Material: Hot-dip galvanized steel.

G. Anchor Installation:
1. Type: Bolted in concrete; Expoxy Set.
2. Anchor Substrate: Existing concrete deck.
3. Roofing Material: As indicated on drawings.
4. Flashing Material: Premolded pipe flashing, membrane flashing, or sealant acceptable to roof manufacturer.

2.2 MATERIALS - STEEL

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine area for compliance with requirements for installation tolerances and other conditions related to this work.

B. Confirm that the ladder structure to which the ladder safety system is installed can withstand the loads applied by the system in the event of a fall.

3.2 PREPARATION

A. Coordinate location of fall protection equipment indicated to be attached to structural substrate or surface of roofing system and provide anchoring devices with templates, diagrams, and installation instructions.

3.3 INSTALLATION

A. Install anchorage and fasteners in accordance with shop drawings and manufacturer's recommendations to obtain allowable working loads published in product literature and in accordance with this specification.

B. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous coating or by other permanent separation as recommended by fall protection system manufacturer.

C. Deform threads of tail end of anchor studs after nuts have been tightened to prevent accidental removal or vandalism.

D. Do not load or stress anchors until all materials and fasteners are properly installed and ready for service.

E. Seal roof penetrations at anchors with pre-molded pipe flashing, membrane flashing, or sealant acceptable to roof manufacturer.

F. Install all roof safety anchors a minimum of 6 feet from the roof edge.

3.4 FIELD QUALITY CONTROL

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

3.5 ADJUSTING

A. Adjust fall protection components to function smoothly and safely.

3.6 MAINTENANCE

A. See Section 017000 - Execution and Closeout Requirements for additional requirements relating to maintenance service.

B. 29 CFR 1910 and ANSI/IWCA I-14 require that anchors first be certified and subsequently inspected on an annual basis. Coordinate with manufacturer and local inspectors as required to maintain compliance.

END OF SECTION 118129

TETRA TECH

September 22, 2026

Mr. Donny Beebe
Project Manager
Facilities Services
Montana State University
P.O. Box 172760
Bozeman, Montana 59717

Delivered via email: donald.beebe@montana.edu

SUBJECT: **Pre-Renovation Asbestos Inspection Report**
Roofing Project
Johnstone Center
Montana State University
Bozeman, Montana
Tetra Tech Project No. 117-001068-26058

Dear Mr. Beebe:

On August 25, 2026, Tetra Tech performed a pre-renovation asbestos inspection at the referenced site. In accordance with prior directives, the inspection focused on identifying suspect asbestos-containing roofing materials in preparation for planned renovation activities of the following buildings associated with the Johnstone Center.

- Johnstone Hall
- Colter Hall
- Pryor Hall
- Mullan Hall
- Harrison Hall
  - East, West, and Lower Roof
  - Upper Center Roof
- Skybridge

The following sections summarize the findings and observations from this inspection.

PRE-RENOVATION ASBESTOS INSPECTION

The pre-renovation asbestos inspection was performed in accordance with the Administrative Rules of Montana (ARM) 17.74.354, following the standard protocol established under the National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Asbestos Hazard Emergency Response Act (AHERA), as administered by the State of Montana Department of Environmental Quality (MDEQ).

Mr. Chanc Lawrence, an MDEQ-accredited asbestos inspector with Tetra Tech, collected samples of the suspect ACMs. Documentation of his accreditation is provided in **Attachment A**. Approximate sample collection locations are shown in **Figures F-01 through F-07**.

The bulk samples, along with the completed chain of custody (COC) documentation, were shipped to Crisp Analytical in Carrollton, Texas, for asbestos fiber analysis using polarized light microscopy (PLM) in accordance with U.S. Environmental Protection Agency (EPA) methods outlined in 40 CFR Part 763, Appendix E, Subpart E (Interim) and EPA 600/R-93/116 (Improved). Laboratory analytical reports and COCs are provided in **Attachment B**.

Table 1 summarizes the ACMs identified with asbestos concentrations greater than 1%. Approximate ACMs are shown in **Figure F-08**.

Table 1. Summary of ACMs

HA Number	Material Description and Location	Percent Asbestos	Material Type	NESHAP Category
Johnstone Hall				
JR-M1.2	Black rubber membrane and tan and black mastic and black tar with felt parapet roof system located along all raised edges on the roof	Rubber membrane: ND Mastics: 2% Chrysotile Black Tar: 2% Chrysotile	Miscellaneous	Category I Non-Friable
Colter Hall				
CR-M8.1	Black tar sealant and associated rubber boot on pipes located on the roof	Rubber membrane: ND Black tar sealant: 2% Chrysotile	Miscellaneous	Category I Non-Friable
Pryor Hall				
PR-M1.2	Black rubber membrane and tar with felt parapet roof system located along all raised edges on the roof	Rubber membrane: ND Black tar and felt: 2% Chrysotile	Miscellaneous	Category I Non-Friable
PR-M8.2	Gray caulking associated with vibration collar on the air handler unit located on the roof	2% Chrysotile	Miscellaneous	Category II Non-Friable
Harrison Hall (Upper Center Roof)				
HCR-M1.2	Black rubber membrane and tar with felt parapet roof system located along all raised edges on the roof	Rubber membrane: ND Tan mastic: ND Black tar: 3% Chrysotile	Miscellaneous	Category I Non-Friable
HCR-M8.1	Black tar sealant on pipes located on the roof	Rubber membrane: ND Black tar sealant: 3% Chrysotile	Miscellaneous	Category I Non-Friable

HA = Homogeneous Area Number and ND = Non-Detect

According to state and federal regulations, the ACMs identified in **Table 1** must be removed before disturbance. The ACMs must be removed by a licensed asbestos abatement contractor using appropriate methods and procedures in accordance with applicable state and federal regulations. Following asbestos removal, a visual inspection should be conducted. Any contractor preparing to bid on or perform work on the site should be informed of the potential presence of ACMs. Contractors should also be informed of compliance requirements under current state and federal regulations.

The following suspect ACMs sampled from the site were determined by laboratory analysis not to contain asbestos:

Johnstone Hall

- Black rubber roofing system located throughout the roof field (JR-M1.1A, B, C)
- Gray caulking associated with roof parapet metal trim (JR-M8.1A, B, C)

Colter Hall

- Gray and black asphalt roofing system located throughout the roof field (CR-M1.1A, B, C)
- Gray and black asphalt parapet roofing system located along all raised edges on the roof (CR-M1.2A, B, C)
- Clear caulking associated with vibration collar on the air handler unit located on the roof (CR-M8.2A, B, C)
- White caulking associated with vibration collar on the air handler unit located on the roof (CR-M8.3A, B, C)

Pryor Hall

- black rubber membrane and tar with felt roofing system located throughout the roof field (PR-M1.1A, B, C)
- Black sealant on pipes located on the roof (PR-M8.1A, B, C)
- Gray concrete associated with the lower roof awning (PR-M18.1A, B, C)

Mullan Hall

- Gray and black asphalt roofing system located throughout the roof field (MR-M1.1A, B, C)
- Gray and black asphalt parapet roofing system located along all raised edges on the roof (MR-M1.2A, B, C)
- Black sealant on pipes located on the roof (MR-M8.1A, B, C)
- Gray caulking associated with vibration collar on the air handler unit located on the roof (MR-M8.2A, B, C)
- White caulking associated with vibration collar on the air handler unit and on the parapet metal trim (MR-M8.3A, B, C)

Harrison Hall

East, West, and Lower Roof

- Black rubber roofing system located throughout the roof field (HR-M1.1A, B, C)
- Black rubber parapet roofing system located along all raised edges on the roof (HR-M1.2A, B, C)
- Black sealant on pipes located on the roof (HR-M8.1A, B, C)
- Gray caulking associated with roof parapet metal trim (HR-M8.2A, B, C)
- Black caulking associated with the vents located on the parapet wall (HR-M8.3A, B, C)
- Black tar and felt located on east roof HVAC unit (HR-M25.1A, B, C)

Upper Center Roof

- Black rubber roofing system located throughout the roof field (HCR-M1.1A, B, C)
- Gray sealant associated with roof parapet metal trim (HCR-M8.2A, B, C)
- Black caulking associated with the vents located on the parapet wall (HCR-M8.3A, B, C)

Skybridge

- White rubber roofing system located throughout the roof field (SB-M1.1A, B, C)
- White rubber parapet roofing system located along all raised edges on the roof (SB-M1.2A, B, C)
- Black caulking associated with roof parapet metal trim (SB-M8.1A, B, C)

LIMITATIONS

The purpose of this pre-demolition asbestos inspection is to identify suspect ACMs through reasonable testing. However, no inspection can guarantee that all asbestos on site will be detected. This assessment was limited to visible and accessible materials. Hidden ACMs may exist within walls, above ceilings, or in other concealed spaces. In accordance with EPA, NESHAP, OSHA, and MDEQ standards, any unidentified materials discovered during renovation or demolition must be treated as Presumed ACM (PACM). To remain compliant, contractors must stop work until a certified inspector conducts sampling prior to any further disturbance. Completion of this inspection does not constitute a warranty or guarantee that asbestos is absent from the site.

Our findings and recommendations are intended solely for Montana State University and may not be suitable for other parties. Any use or reliance on this document by others is at their own risk. This report may not be altered or reproduced without written approval from Tetra Tech. The opinions provided are based on the scope of services requested and the site conditions observed during the inspection. They may not apply to future conditions that were not evaluated in this assessment.

Thank you for the opportunity to assist with this project. If you have any questions or require additional information, please feel free to contact me at Tetra Tech's Billings, Montana office at +1 (406) 248-9161.

Respectfully submitted,

TETRA TECH

Roger Herman Jr.

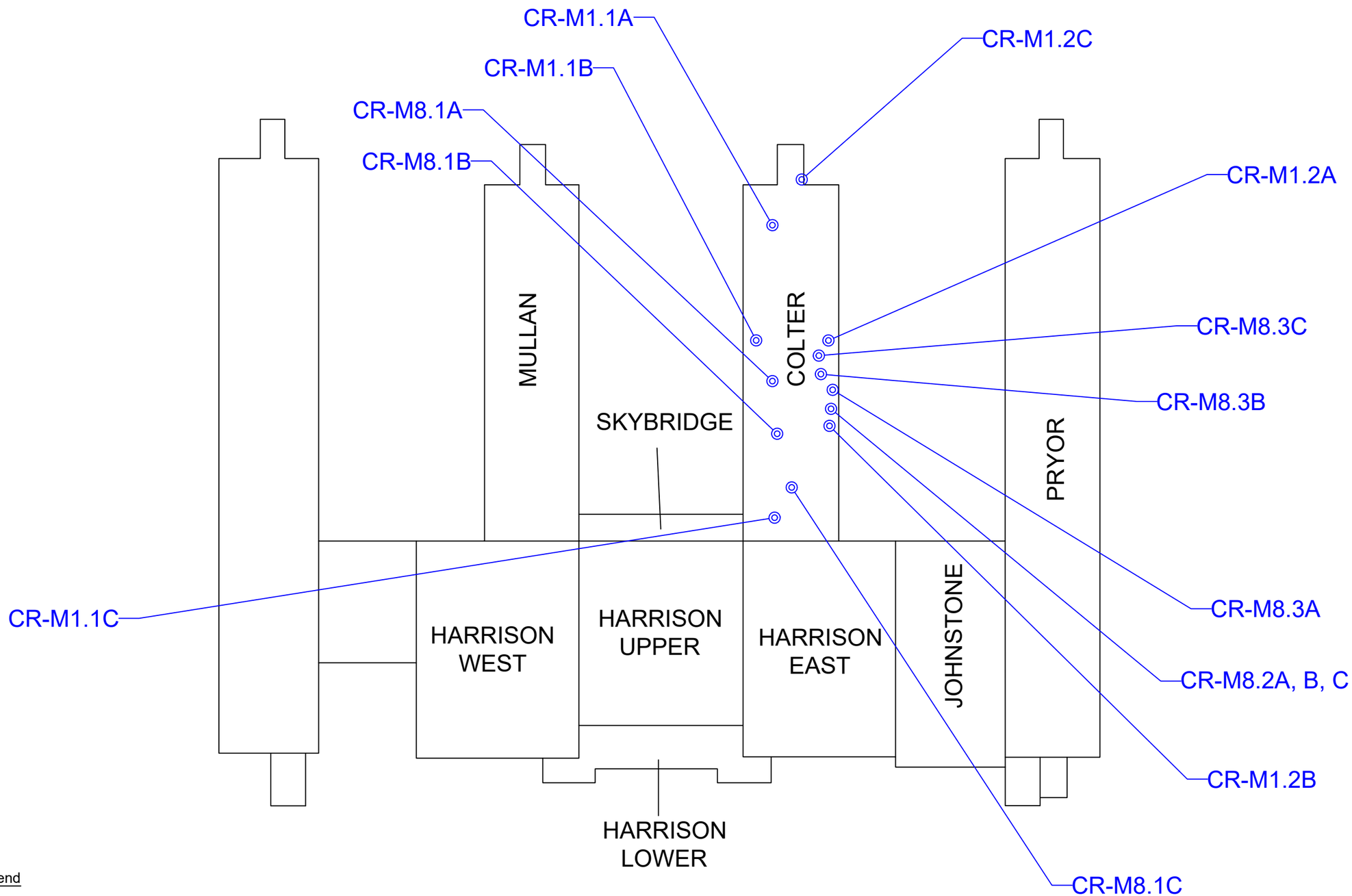
Roger Herman Jr.
Asbestos, Lead & IH Services Manager

Figures
Attachment A – MDEQ Asbestos Inspector Accreditation
Attachment B – Bulk Asbestos Laboratory Analytical Reports and COCs

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FIGURES

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Sample location

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JOHNSTONE CENTER ROOF

PRE-RENOVATION ASBESTOS INSPECTION
SUSPECT ASBESTOS SAMPLE LOCATIONS
COLTER HALL
MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

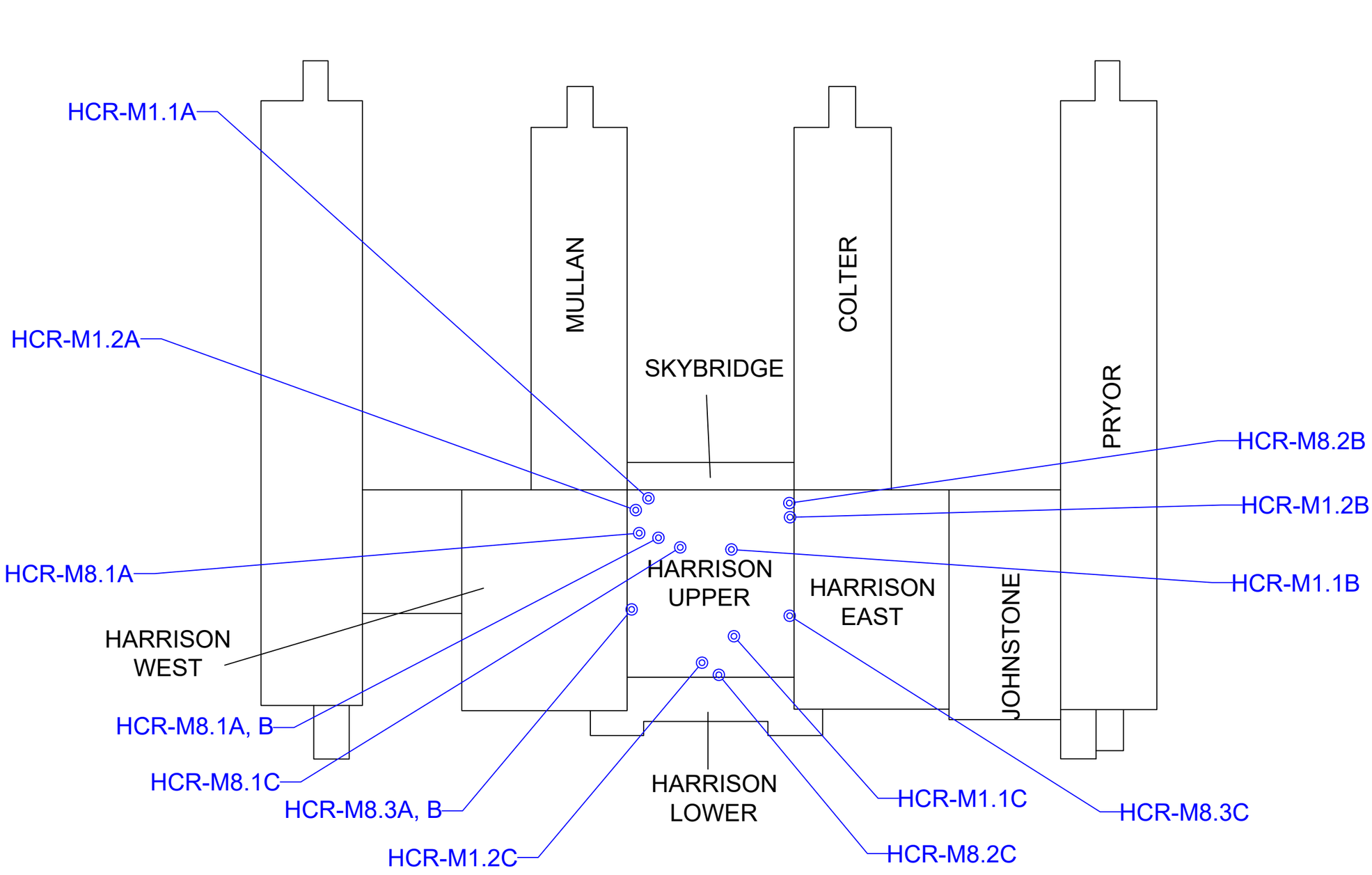
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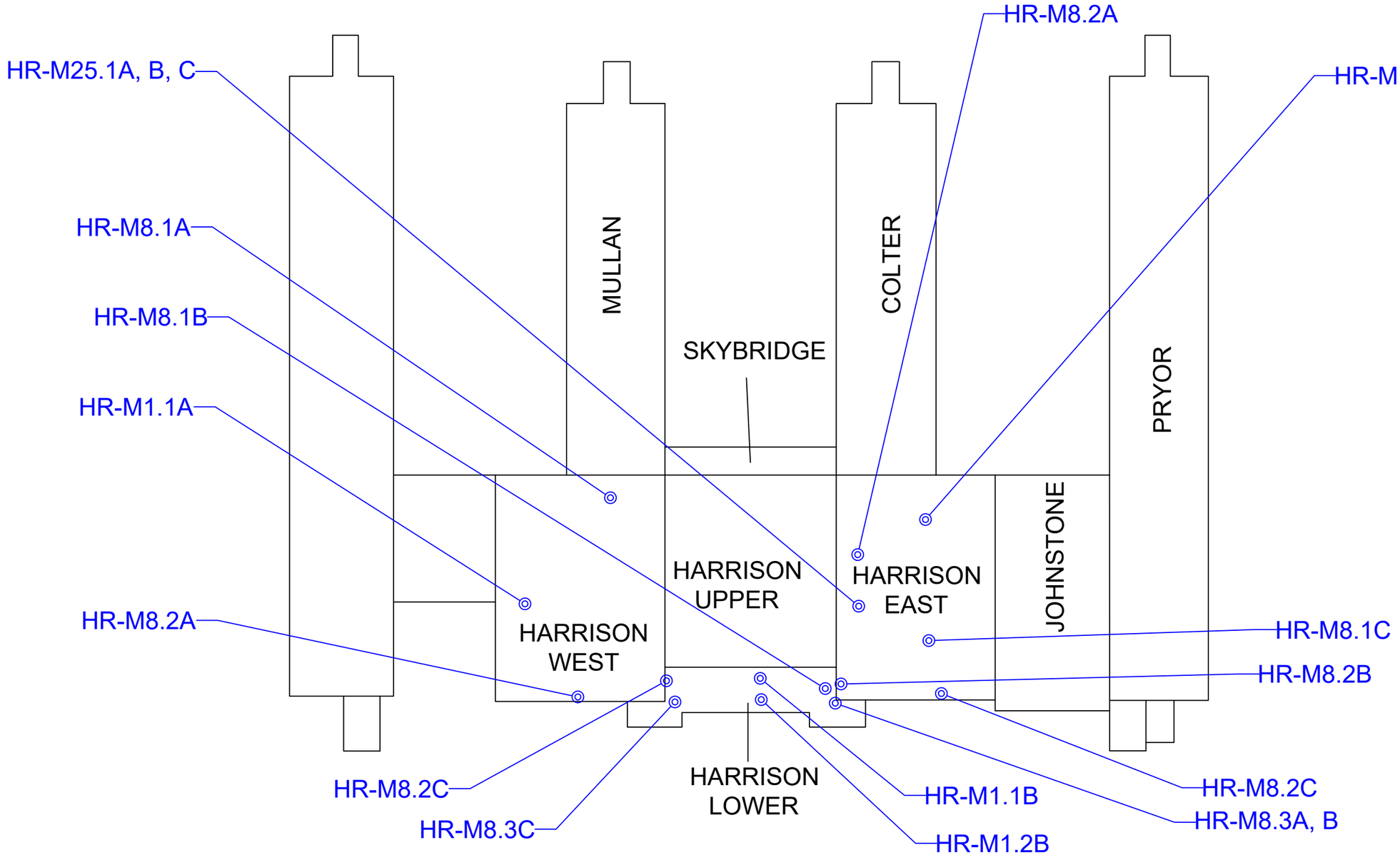
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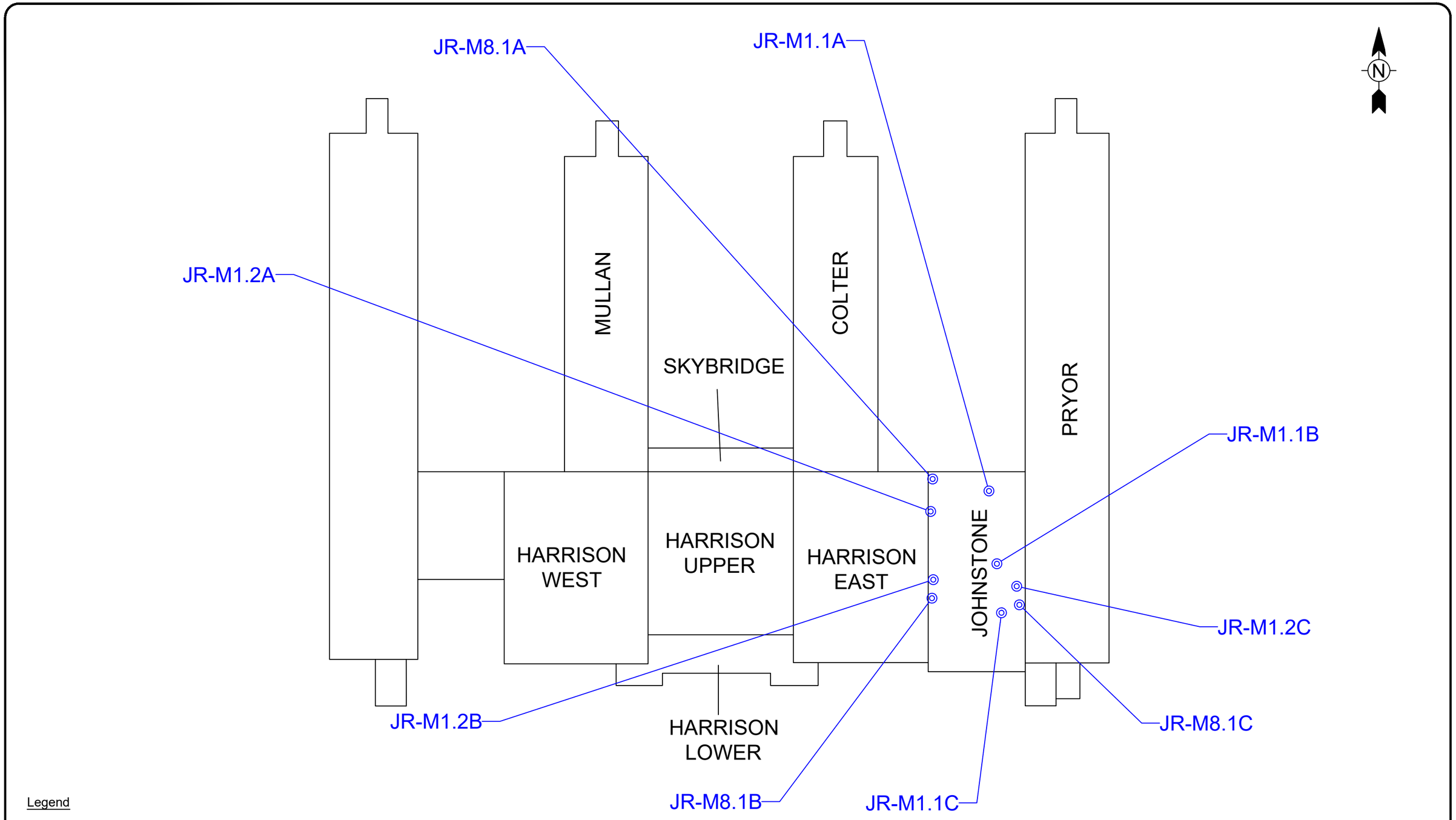
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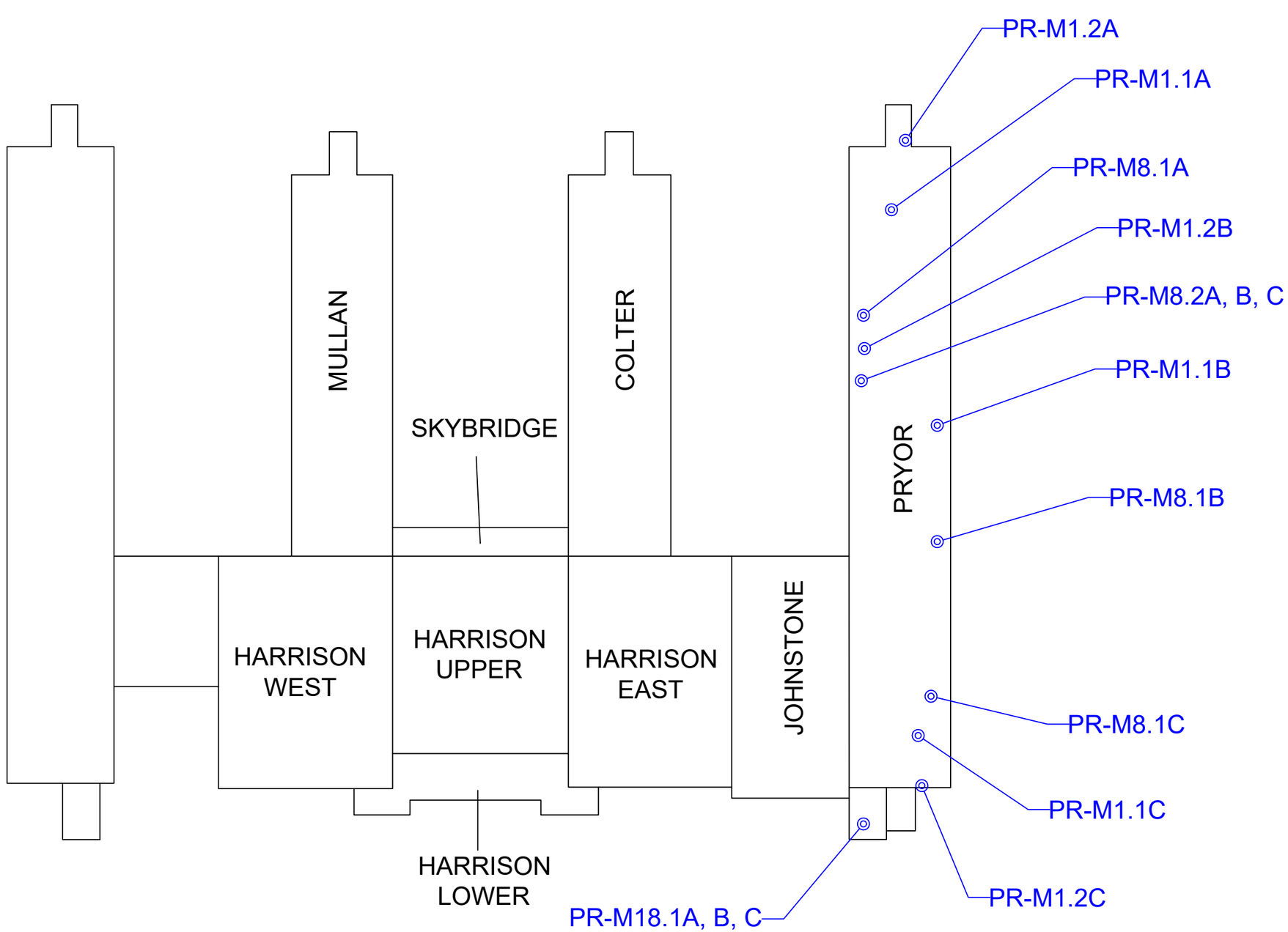
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PHONE: 406-248-9161 FAX: 406-248-9282

JOHNSTONE CENTER ROOF

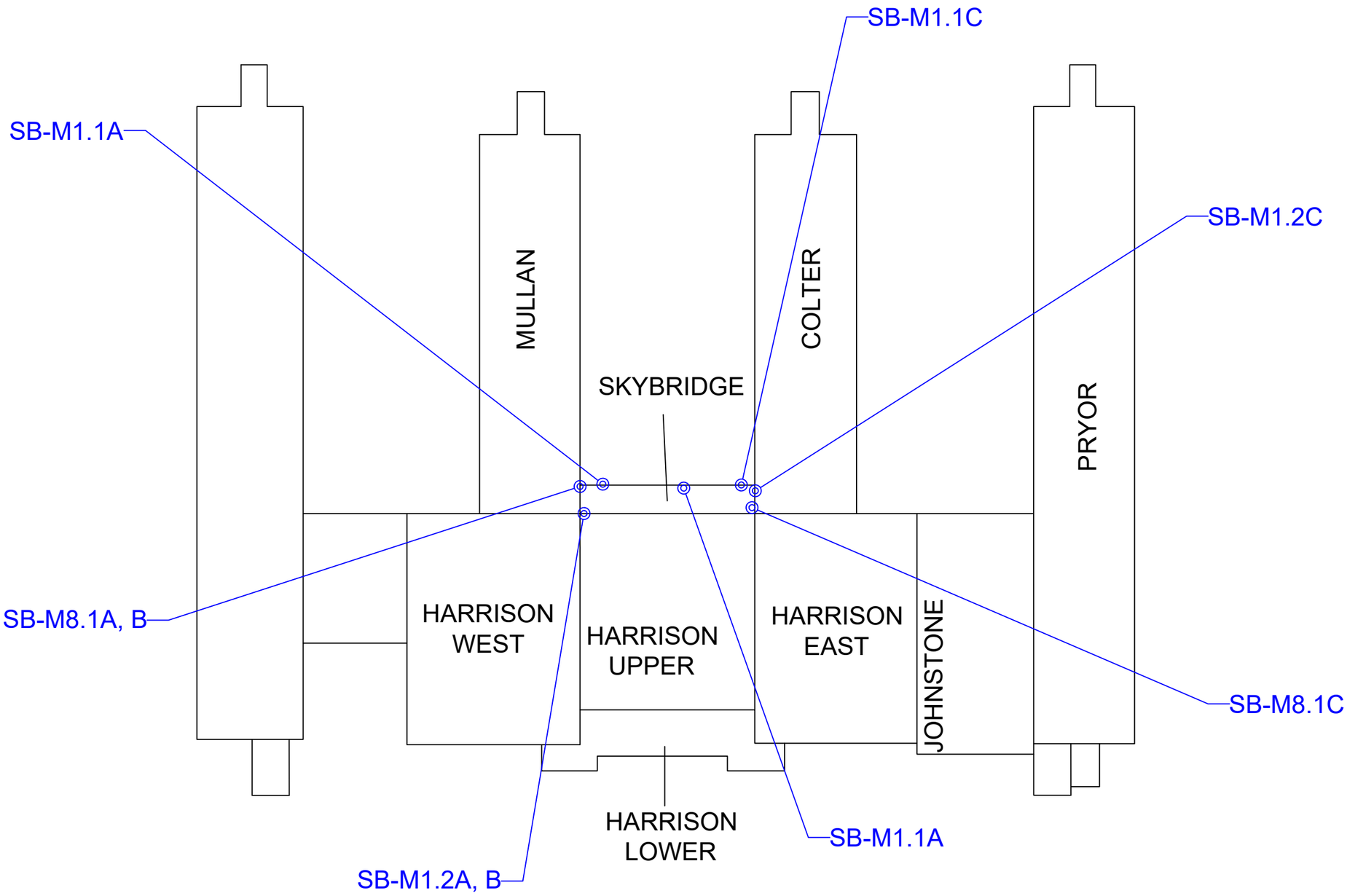
PRE-RENOVATION ASBESTOS INSPECTION
SUSPECT ASBESTOS SAMPLE LOCATIONS
PRYOR HALL
MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

Project No.:	117-8225055
Designed By:	TETRA TECH
Drawn By:	NCW
Checked By:	RH

F-05

Not To Scale

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Legend

◎ Sample location

TETRA TECH
www.tetratech.com
7100 Commercial Ave, Suite 4
Billings, Montana 59101
PHONE: 406-248-9161 FAX: 406-248-9282

JOHNSTONE CENTER ROOF

PRE-RENOVATION ASBESTOS INSPECTION
SUSPECT ASBESTOS SAMPLE LOCATIONS
SKYBRIDGE
MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

Project No.:	117-8225055
Designed By:	TETRA TECH
Drawn By:	NCW
Checked By:	RH

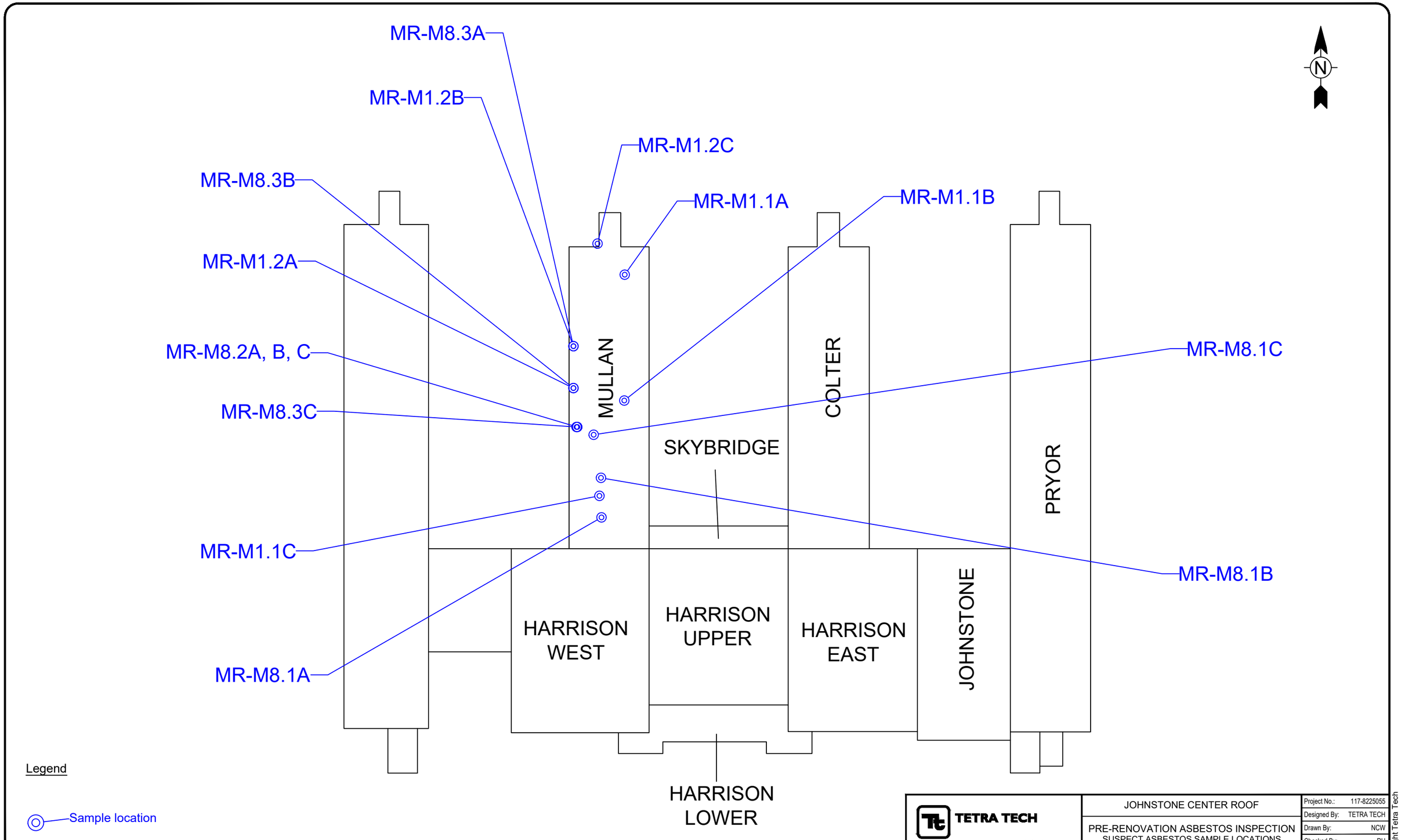
F-06

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Legend

Sample location

TETRA TECH
www.tetratech.com
7100 Commercial Ave, Suite 4
Billings, Montana 59101
PHONE: 406-248-9161 FAX: 406-248-9282

JOHNSTONE CENTER ROOF

PRE-RENOVATION ASBESTOS INSPECTION
SUSPECT ASBESTOS SAMPLE LOCATIONS
MULLAN HALL
MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

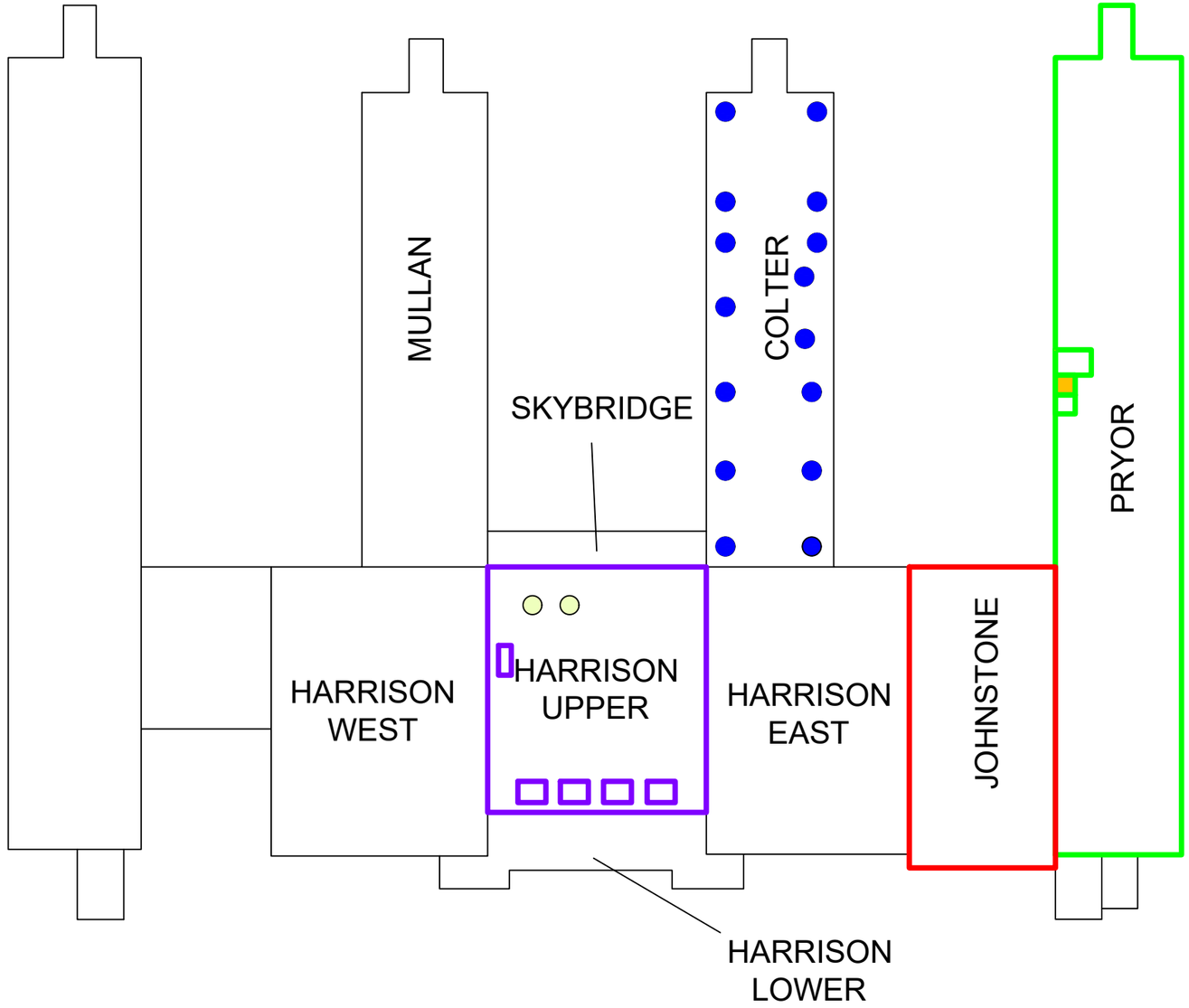
Project No.:	117-8225055
Designed By:	TETRA TECH
Drawn By:	NCW
Checked By:	RH

F-07

Not To Scale

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9/22/2026 11:56 PM - N:\BIL-PROJECTS\IH_SCIENCES\PENDING\MONTANA\MSU-BOZEMAN\INSPECTIONS\MSU- JOHNSTONE COMPLEX ROOFING PROJECT- 08.24.26 CL\FIGURES\COMBINED ROOF FIGURES.DWG



Legend

- JR-M1.2: Tan and black mastic and black tar with felt beneath a non-asbestos black rubber membrane roof system along all raised
- CR-M8.1: Black tar sealant on pipes
- PR-M1.2: Black tar with felt beneath a non-asbestos black rubber membrane roof system located along all raised edges on the roof
- PR-M8.2: Gray caulking associated with the vibration collar on the air handler unit
- HCR-M1.2: Black mastic and black tar with felt beneath a non-asbestos black rubber membrane roof system along all raised edges on
- HCR-M8.1: Black tar sealant on pipes

TETRA TECH
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JOHNSTONE ROOF COMPLEX

PRE-RENOVATION ASBESTOS INSPECTION
ASBESTOS LOCATIONS
JOHNSTONE CENTER
MONTANA STATE UNIVERSITY BOZEMAN, MONTANA

Project No.:	117-8225055
Designed By:	TETRA TECH
Drawn By:	NCW
Checked By:	RH

F-08

Not To Scale

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ATTACHMENT A
MDEQ Asbestos Inspector Accreditation

CHANC LAWRENCE

has met the requirements of Montana Administrative Rule 17.74.362 and/or 17.74.363 for accreditation in the following asbestos occupation(s) through the specified expiration date(s).

MTA-6668

Asbestos Inspector	05/15/2027
Project Contractor/Supervisor	05/14/2027

MT DEQ Asbestos Control Program

CHANC LAWRENCE
907 WYOMING AVENUE
LAUREL MT 59044

ATTACHMENT B
Bulk Asbestos Laboratory Analytical Reports and COCs

JOHNSTONE HALL

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Complex Roofs - Johnstone R
Reference #: CAL26086891AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Complex Roofs - Johnstone Roof **CA Labs Project #:** CAL26086891AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
81904	JR-M1.2A	*M1.2A-2*	*tan and black mastic*	***2% Chrysotile***	***tan and black mastic black tar***
81905	JR-M1.2B	*M1.2B-2*	*black tar*	***2% Chrysotile***	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Johnstone Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086891AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81901	JR-M1.1A		*M1.1 A-1*	***Rubber Roof Membrane**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81901			*M1.1 A-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81901			*M1.1 A-3*	*tan fibrous backing*	*y*	***None Detected***	85% fg	15% qu,ma
81902	JR-M1.1B		*M1.1 B-1*	***Rubber Roof Membrane**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81902			*M1.1 B-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81902			*M1.1 B-3*	*tan fibrous backing*	*y*	***None Detected***	90% fg	10% qu,ma
81903	JR-M1.1C		*M1.1 C-1*	***Rubber Roof Membrane**/ black rubber covering*	*y*	***None Detected***		100% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Johnstone Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086891AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81903			*M1.1 C-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81903			*M1.1 C-3*	*tan fibrous backing*	*y*	***None Detected***	90% fg	10% qu,ma
81904	JR-M1.2A		*M1.2 A-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	10% fg	90% gy,ma
81904			*M1.2 A-2*	*tan and black mastic*	*n*	***2% Chrysotile***		98% gy,bi
81905	JR-M1.2B		*M1.2 B-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	12% fg	88% gy,ma
81905			*M1.2 B-2*	*black tar*	*y*	***2% Chrysotile***		98% qu,bi
81906	JR-M1.2C		*M1.2 C-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	10% fg	90% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
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Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Johnstone Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086891AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81906			*M1.2 C-2*	*black tar*		*Positive Stop*		
81907	JR-M8.1A		*M8.1 A-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
81908	JR-M8.1B		*M8.1 B-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
81909	JR-M8.1C		*M8.1 C-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL26C86891

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE COMPLEX ROOFS- JOHNSTONE ROOF
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 08-27-26	FEDEX		
				10:30AM

AUG 31 2026

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CA26C86891

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE COMPLEX ROOFS- JOHNSTONE ROOF **Project Number** 117-

Project Identifier JR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	JR M 1.1	Black rubber roof membrane	Roof	Johnstone building roof- 4-inches
A B C	JR M 1.2	Black rubber roof membrane parapet	Roof	Johnstone building roof
A B C	JR M 8.1	Gray caulking	Roof	Johnstone building roof parapet trim

10:30AM

AUG 31 2026

COLTER HALL

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
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Carrollton, TX 75006
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Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Complex Roofs - Colter Roof
Reference #: CAl26086886AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
Dedicated to Quality

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Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Complex Roofs - Colter Roof **CA Labs Project #:** CAl26086886AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
81836	CR-M8.1A	*M8.1A-2*	*black weathered tar*	***2% Chrysotile***	***black weathered tar***

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

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CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

CAI26086886AS

Johnstone Complex Roofs - Colter Roof

Turnaround Time: 5 Days

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81830	CR-M1.1A		*M1.1 A-1*	***Asphalt Roof Field**/ black roofing shingle with gray gravel*	*y*	***None Detected***	10% sy 10% fg	80% qu,bi
81830			*M1.1 A-2*	*black tar and black felt layers*	*n*	***None Detected***	40% fg 10% sy	50% qu,bi
81830			*M1.1 A-3*	*tan insulation*	*y*	***None Detected***	40% ce 30% fg	30% qu,pe
81830			*M1.1 A-4*	*yellow foam insulation*	*y*	***None Detected***		100% ot
81831	CR-M1.1B		*M1.1 B-1*	***Asphalt Roof Field**/ black tar and black felt layers*	*n*	***None Detected***	30% fg 20% sy	50% qu,bi
81831			*M1.1 B-2*	*tan insulation*	*y*	***None Detected***	40% ce 30% fg	30% qu,pe
81831			*M1.1 B-3*	*yellow foam insulation*	*y*	***None Detected***		100% ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Colter Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAl26086886AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81832	CR-M1.1C		*M1.1 C-1*	***Asphalt Roof Field**/ black roofing shingle with gray gravel*	*y*	***None Detected***	10% sy 10% fg	80% qu,bi
81832			*M1.1 C-2*	*black tar and black felt layers*	*n*	***None Detected***	30% fg 20% sy	50% qu,bi
81832			*M1.1 C-3*	*tan insulation*	*y*	***None Detected***	40% ce 30% fg	30% qu,pe
81832			*M1.1 C-4*	*yellow foam insulation*	*y*	***None Detected***		100% ot
81833	CR-M1.2A		*M1.2 A-1*	***Asphalt Parapet**/ black tar and black felt with gray gravel*	*n*	***None Detected***	10% sy 10% fg	80% qu,bi
81834	CR-M1.2B		*M1.2 B-1*	***Asphalt Parapet**/ black tar and black felt with gray gravel*	*n*	***None Detected***	10% sy 10% fg	80% qu,bi
81835	CR-M1.2C		*M1.2 C-1*	***Asphalt Parapet**/ black tar and black felt with gray gravel*	*n*	***None Detected***	10% sy 10% fg	80% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
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8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Colter Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAl26086886AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81836	CR-M8.1A		*M8.1 A-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81836			*M8.1 A-2*	*black weathered tar*	*y*	***2% Chrysotile***		98% qu,bi
81837	CR-M8.1B		*M8.1 B-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81837			*M8.1 B-2*	*black weathered tar*		*Positive Stop*		
81838	CR-M8.1C		*M8.1 C-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81838			*M8.1 C-2*	*black weathered tar*		*Positive Stop*		
81839	CR-M8.2A		*M8.2 A-1*	***Caulking**/ clear sealant*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Colter Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAl26086886AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81840	CR-M8.2B		*M8.2 B-1*	***Caulking**/ clear sealant*	*y*	***None Detected***		100% qu,bi
81841	CR-M8.2C		*M8.2 C-1*	***Caulking**/ clear sealant*	*y*	***None Detected***		100% qu,bi
81842	CR-M8.3A		*M8.3 A-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,bi
81843	CR-M8.3B		*M8.3 B-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,bi
81844	CR-M8.3C		*M8.3 C-1*	***Caulking**/ gray sealant*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 GH26086886
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE COMPLEX ROOFS- COLTER ROOF
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 08-27-26	FEDEX		
			10:30AM	

AUG 31 2026

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

GTC26C86886

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE COMPLEX ROOFS- COLTER ROOF **Project Number** 117-

Project Identifier CR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	CR M 1.1	Gray and black asphalt roof field	Roof	Colter building roof- 9- inches
A B C	CR M 1.2	Gray and black asphalt parapet	Roof	Colter building roof
A B C	CR M 8.1	Black caulking pipe penetration	Roof	Colter building roof piping
A B C	CR M 8.2	Clear caulking	Roof	Colter building roof apart of vibration collar T14.1
A B C	CR M 8.3	White caulking	Roof	Colter building roof tops of parapets and vibration collar T14.1
Not Sampled	CR M 11.1	Electrical wire insulation	Roof	Colter building roof
Not Sampled	CR T 14.1	Black vibration collar	Roof	Colter building roof

10:30AM

AUG 31 2026

PRYOR HALL

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Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Complex Roofs - Pryor Roof
Reference #: CAL26086890AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

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Phone 225-751-5632
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Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Complex Roofs - Pryor Roof **CA Labs Project #:** CAL26086890AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
81889	PR-M1.2A	*M1.2A-2*	*silver surfaced black tar and black felt*	***2% Chrysotile***	***silver surfaced black tar and black felt gray sealant***
81895	PR-M8.2A	*M8.2A-1*	***Caulking**/ gray sealant*	***2% Chrysotile***	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

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Polarized Light Asbestiform Materials Characterization

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Attn:

Customer Project:
Johnstone Complex Roofs - Pryor Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086890AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81886	PR-M1.1A		*M1.1 A-1*	***Asphalt Roof Field**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81886			*M1.1 A-2*	*black tar and black felt*	*n*	***None Detected***	35% ce	65% qu,bi
81886			*M1.1 A-3*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81886			*M1.1 A-4*	*gray sheetrock*	*y*	***None Detected***		100% qu,gy
81887	PR-M1.1B		*M1.1 B-1*	***Asphalt Roof Field**/ black felt*	*y*	***None Detected***	30% ce	70% qu,bi
81887			*M1.1 B-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81887			*M1.1 B-3*	*black tar and black felt*	*n*	***None Detected***	35% ce	65% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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2. Fire Damage no significant fiber damages effecting fibrous percentages
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Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Pryor Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086890AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81887			*M1.1 B-4*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81887			*M1.1 B-5*	*black tar and black felt*	*n*	***None Detected***	30% ce	70% qu,bi
81887			*M1.1 B-6*	*gray sheetrock*	*y*	***None Detected***		100% qu,gy
81888	PR-M1.1C		*M1.1 C-1*	***Asphalt Roof Field**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81888			*M1.1 C-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81888			*M1.1 C-3*	*black tar and black felt*	*n*	***None Detected***	30% ce	70% qu,bi
81888			*M1.1 C-4*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
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Carrollton, TX 75006
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Fax 972-242-2798

CA Labs, L.L.C.
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Polarized Light Asbestiform Materials Characterization

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Attn:

Customer Project:
Johnstone Complex Roofs - Pryor Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086890AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81888			*M1.1 C-5*	*black tar and black felt*	*n*	***None Detected***	35% ce	65% qu,bi
81888			*M1.1 C-6*	*gray sheetrock*	*y*	***None Detected***	2% ce	98% qu,gy
81889	PR-M1.2A		*M1.2 A-1*	***Asphalt Parapet**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81889			*M1.2 A-2*	*silver surfaced black tar and black felt*	*n*	***2% Chrysotile***	10% ce	88% qu,bi
81890	PR-M1.2B		*M1.2 B-1*	***Asphalt Parapet**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81890			*M1.2 B-2*	*silver surfaced black tar and black felt*		*Positive Stop*		
81891	PR-M1.2C		*M1.2 C-1*	***Asphalt Parapet**/ black rubber covering*	*y*	***None Detected***		100% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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2. Fire Damage no significant fiber damages effecting fibrous percentages
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4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Pryor Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086890AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81892	PR-M8.1A		*M8.1 A-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81892			*M8.1 A-2*	*black sealant*	*y*	***None Detected***		100% qu,gy,bi
81893	PR-M8.1B		*M8.1 B-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81893			*M8.1 B-2*	*black sealant*	*y*	***None Detected***		100% qu,gy,bi
81894	PR-M8.1C		*M8.1 C-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81894			*M8.1 C-2*	*black sealant*	*y*	***None Detected***		100% qu,gy,bi
81895	PR-M8.2A		*M8.2 A-1*	***Caulking**/ gray sealant*	*y*	***2% Chrysotile***	2% ce	96% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Pryor Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086890AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81896	PR-M8.2B		*M8.2 B-1*	***Caulking**/ gray sealant*		*Positive Stop*		
81897	PR-M8.2C		*M8.2 C-1*	***Caulking**/ gray sealant*		*Positive Stop*		
81898	PR-M18.1A		*M18.1 A-1*	***Concrete**/ gray surfaced gray concrete*	*n*	***None Detected***		100% qu,bi,ca
81899	PR-M18.1B		*M18.1 B-1*	***Concrete**/ gray surfaced gray concrete*	*n*	***None Detected***		100% qu,bi,ca
81900	PR-M18.1C		*M18.1 C-1*	***Concrete**/ gray surfaced gray concrete*	*n*	***None Detected***		100% qu,bi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 CA26686890
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE COMPLEX ROOFS- PRYOR ROOF
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 8-27-26	FEDEX		10:30AM

AUG 31 2026

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

GL26086890

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE COMPLEX ROOFS- PRYOR ROOF **Project Number** 117-

Project Identifier PR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	PR M 1.1	Black asphalt roof field	Roof	Pryor building roof
A B C	PR M 1.2	Black asphalt parapet	Roof	Pryor building roof
A B C	PR M 8.1	Black caulking pipe penetration	Roof	Pryor building roof piping
A B C	PR M 8.2	Gray caulking	Roof	Pryor building roof apart of vibration collar T14.1
Not Sampled	PR M 11.1	Electrical wire insulation	Roof	Pryor building roof
A B C	PR M 18.1	Gray concrete	Awning roof	Pryor building awning roof
Not Sampled	PR T 14.1	Black vibration collar	Roof	Pryor building roof

10:30AM

AUG 31 2026

MULLAN HALL

CA Labs
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Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: 117- MSU Johnstone Complex Roofs, Mu
Reference #: CAL26086892AG Date: 09/04/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

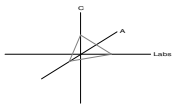
Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

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Overview of Project Sample Material Containing Asbestos

Customer Project: 117- MSU Johnstone Complex Roofs, Mullan Roof **CA Labs Project #:** CAL26086892AG

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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Polarized Light Asbestiform Materials Characterization

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Turnaround Time:
5 days

CA Labs Project #:
CAL26086892AG

Date: 9/4/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81910	MR M1.1A		*M1.1A-1*	***Asphalt Roof Field**/ various black tar and black felt layers*	*n*	***None Detected***	15% ce 10% fg 10% sy	65% qu,bi
81910			*M1.1A-2*	*brown insulation*	*y*	***None Detected***	100% ce	
81910			*M1.1A-3*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ma,ot
81910			*M1.1A-4*	*white drywall*	*y*	***None Detected***		100% qu,gy
81911	MR M1.1B		*M1.1B-1*	***Asphalt Roof Field**/ various black tar and black felt layers*	*n*	***None Detected***	10% ce 10% fg 15% sy	65% qu,bi
81911			*M1.1B-2*	*brown insulation*	*y*	***None Detected***	100% ce	
81911			*M1.1B-3*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ma,ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

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bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
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Approved Signatories:

Josh Strange
Analyst

Technical Manager
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Senior Analyst
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Turnaround Time:
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CA Labs Project #:
CAL26086892AG

Date: 9/4/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81911			*M1.1B-4*	*white drywall*	*y*	***None Detected***		100% qu,gy
81912	MR M1.1C		*M1.1C-1*	***Asphalt Roof Field**/ various black tar and black felt layers*	*n*	***None Detected***	15% ce 10% fg 15% sy	60% qu,bi
81912			*M1.1C-2*	*brown insulation*	*y*	***None Detected***	100% ce	
81912			*M1.1C-3*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ma,ot
81913	MR M1.2A		*M1.2A-1*	***Asphalt Parapet**/ black roofing shingle with gray gravel*	*y*	***None Detected***	15% sy	85% qu,bi
81913			*M1.2A-2*	*black tar*	*y*	***None Detected***		100% qu,bi
81914	MR M1.2B		*M1.2B-1*	***Asphalt Parapet**/ black roofing shingle with gray gravel*	*y*	***None Detected***	15% sy	85% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Josh Strange
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

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Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
117- MSU Johnstone Complex Roofs, Mullan Roof

Turnaround Time:
5 days

CA Labs Project #:
CAL26086892AG

Date: 9/4/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81914			*M1.2B-2*	*black tar*	*y*	***None Detected***		100% qu,bi
81915	MR M1.2C		*M1.2C-1*	***Asphalt Parapet**/ black roofing shingle with gray gravel*	*y*	***None Detected***	15% sy	85% qu,bi
81915			*M1.2C-2*	*black tar*	*y*	***None Detected***		100% qu,bi
81915			*M1.2C-3*	*brown insulation*	*y*	***None Detected***	100% ce	
81916	MR M8.1A		*M8.1A-1*	***Caulking**/ black tar*	*y*	***None Detected***		100% qu,bi
81917	MR M8.1B		*M8.1B-1*	***Caulking**/ black tar*	*y*	***None Detected***		100% qu,bi
81918	MR M8.1C		*M8.1C-1*	***Caulking**/ black tar*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Josh Strange
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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7100 Commercial Ave Suite 4
Billings, Montana 59101

Attn:

Customer Project:
117- MSU Johnstone Complex Roofs, Mullan Roof

CA Labs Project #:
CAL26086892AG

Turnaround Time:
5 days

Date: 9/4/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81919	MR M8.2A		*M8.2A-1*	***Caulking**/ red and gray sealant*	*n*	***None Detected***		100% qu,gy,bi
81920	MR M8.2B		*M8.2B-1*	***Caulking**/ red and gray sealant*	*n*	***None Detected***		100% qu,gy,bi
81921	MR M8.2C		*M8.2C-1*	***Caulking**/ red and gray sealant*	*n*	***None Detected***		100% qu,gy,bi
81922	MR M8.3A		*M8.3A-1*	***Caulking**/ red surfaced white sealant*	*n*	***None Detected***		100% qu,gy,bi
81923	MR M8.3B		*M8.3B-1*	***Caulking**/ red surfaced white sealant*	*n*	***None Detected***		100% qu,gy,bi
81924	MR M8.3C		*M8.3C-1*	***Caulking**/ red surfaced white sealant*	*n*	***None Detected***		100% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Josh Strange
Analyst

Technical Manager
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9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 CL26086892
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE COMPLEX ROOFS- MULLAN ROOF
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 08-27-26	FEDEX		~~10:30AM~~

AUG 31 2026

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CH2686892

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE COMPLEX ROOFS- MULLAN ROOF **Project Number** 117-

Project Identifier MR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	MR M 1.1	Gray and black asphalt roof field	Roof	Mullan building roof- 9- inches
A B C	MR M 1.2	Gray and black asphalt parapet	Roof	Mullan building roof
A B C	MR M 8.1	Black caulking pipe penetration	Roof	Mullan building roof piping
A B C	MR M 8.2	Gray caulking	Roof	Mullan building roof apart of vibration collar T14.1
A B C	MR M 8.3	White caulking	Roof	Mullan building roof tops of parapets and vibration collar T14.1
Not Sampled	MR M 11.1	Electrical wire insulation	Roof	Mullan building roof
Not Sampled	MR T 14.1	Black vibration collar	Roof	Mullan building roof

10:30AM

AUG 31 2026

HARRISON HALL (EAST, WEST, AND LOWER ROOF)

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Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Roofs- Harrison East, West ar
Reference #: CAL26086885AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

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Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Roofs- Harrison East, West and Lower **CA Labs Project #:** CAL26086885AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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Polarized Light Asbestiform Materials Characterization

Customer Info:
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7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs- Harrison East, West and Lower

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086885AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81812	HR-M1.1A		*M1.1 A-1*	***Rubber Roof Membrane**/ black fibrous paneling*	*y*	***None Detected***	20% sy	80% qu,ot
81812			*M1.1 A-2*	*black vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81812			*M1.1 A-3*	*white sheetrock with woven covering*	*n*	***None Detected***	20% fg	80% qu,gy
81812			*M1.1 A-4*	*black sealant*	*y*	***None Detected***		100% qu,bi
81812			*M1.1 A-5*	*off-white foam insulation with fibrous covering*	*n*	***None Detected***	20% ce	80% qu,ot
81813	HR-M1.1B		*M1.1 B-1*	***Rubber Roof Membrane**/ black fibrous paneling*	*y*	***None Detected***	20% sy	80% qu,ot
81813			*M1.1 B-2*	*black sealant*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
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81813			*M1.1 B-4*	*off-white foam insulation with fibrous covering*	*n*	***None Detected***	20% ce	80% qu,ot
81814	HR-M1.1C		*M1.1 C-1*	***Rubber Roof Membrane**/ black fibrous paneling*	*y*	***None Detected***	20% sy	80% qu,ot
81814			*M1.1 C-2*	*black sealant*	*y*	***None Detected***		100% qu,bi
81814			*M1.1 C-3*	*black vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81814			*M1.1 C-4*	*off-white foam insulation with fibrous covering*	*n*	***None Detected***	20% ce	80% qu,ot
81814			*M1.1 C-5*	*white sheetrock with woven covering*	*n*	***None Detected***	20% fg	80% qu,gy

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

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81815	HR-M1.2A		*M1.2 A-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	10% sy	90% gy,ma
81815			*M1.2 A-2*	*black tar*	*y*	***None Detected***		100% qu,bi
81816	HR-M1.2B		*M1.2 B-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	10% sy	90% gy,ma
81816			*M1.2 B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81817	HR-M1.2C		*M1.2 C-1*	***Rubber Roof Membrane*** ***Parapet****/ black rubber covering*	*y*	***None Detected***	10% sy	90% gy,ma
81817			*M1.2 C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81817			*M1.2 C-3*	*black tar*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

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9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs- Harrison East, West and Lower

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086885AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81818	HR-M8.1A		*M8.1 A-1*	***Caulking**/ black sealant*	*y*	***None Detected***		100% qu,bi
81819	HR-M8.1B		*M8.1 B-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81819			*M8.1 B-2*	*black sealant*	*y*	***None Detected***		100% qu,bi
81820	HR-M8.1C		*M8.1 C-1*	***Caulking**/ black rubber covering*	*y*	***None Detected***		100% gy,ma
81820			*M8.1 C-2*	*black sealant*	*y*	***None Detected***		100% qu,bi
81821	HR-M8.2A		*M8.2 A-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi
81821			*M8.2 A-2*	*tan surfaced gray sealant*	*n*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
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9. < 1% Result point counted positive
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Polarized Light Asbestiform Materials Characterization

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Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs- Harrison East, West and Lower

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086885AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81822	HR-M8.2B		*M8.2 B-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi
81822			*M8.2 B-2*	*tan surfaced gray sealant*	*n*	***None Detected***		100% qu,bi
81823	HR-M8.2C		*M8.2 C-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi
81823			*M8.2 C-2*	*tan surfaced gray sealant*	*n*	***None Detected***		100% qu,bi
81824	HR-M8.3A		*M8.3 A-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi
81825	HR-M8.3B		*M8.3 B-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi
81826	HR-M8.3C		*M8.3 C-1*	***Caulking**/ gray surfaced black sealant*	*n*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs- Harrison East, West and Lower

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086885AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81827	HR-M25.1A	*M25.1*	*A-1*	***Tar Felt Paper**/ black tar and black felt*	*n*	***None Detected***	40% fg	60% qu,bi
81828	HR-M25.1B	*M25.1*	*B-1*	***Tar Felt Paper**/ black tar and black felt*	*n*	***None Detected***	40% fg	60% qu,bi
81829	HR-M25.1C	*M25.1*	*C-1*	***Tar Felt Paper**/ black tar and black felt*	*n*	***None Detected***	40% fg	60% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 CAL26C86885
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE ROOFS- HARRISON EAST, WEST AND LOWER
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By
Chanc Lawrence	13:00 08-27-26	FEDEX	
			10:30AM AUG 31 2026

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CA26686885

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE ROOFS- HARRISON EAST, WEST AND LOWEI **Project Number** 117-

Project Identifier HR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	HR M 1.1	Black rubber roof membrane	East, West and Lower Roofs	Harrison building roof- 10-inches
A B C	HR M 1.2	Black rubber roof membrane parapet	East, West and Lower Roofs	Harrison building roof
A B C	HR M 8.1	Black caulking pipe penetration	East, West and Lower Roofs	Harrison building roof piping
A B C	HR M 8.2	Gray caulking	East and Lower Roofs	East HVAC and Lower Roofs Parapet Trim
A B C	HR M 8.3	White caulking	Lower Roof	Lower Roofs fan vents
Not Sampled	HR M 11.1	Electrical wire insulation	East, West and Lower Roofs	Harrison building roof
A B C	HR M 25.1	Black tar felt paper	East Roof	East roof HVAC

10:30AM

AUG 31 2026

HARRISON HALL (UPPER CENTER ROOF)

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Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Roofs - Harrison Upper Cente
Reference #: CAL26086887AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

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Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Roofs - Harrison Upper Center **CA Labs Project #:** CAL26086887AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
81848	HCR-M1.2A	*M1.2A-3*	*black tar*	***3% Chrysotile***	***black tar silver surfaced black tar***
81851	HCR-M8.1A	*M8.1A-1*	***Caulking**/ silver surfaced black tar*	***3% Chrysotile***	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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Polarized Light Asbestiform Materials Characterization

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Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs - Harrison Upper Center

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086887AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81845	HCR-M1.1A		*M1.1 A-1*	***Rubber Roof Membrane**/ black rubber covering*	*y*	***None Detected***		100% qu,ma
81845			*M1.1 A-2*	*pink sheetrock*	*y*	***None Detected***	3% fg	97% qu,gy
81845			*M1.1 A-3*	*black fibrous covering*	*y*	***None Detected***	100% ce	
81845			*M1.1 A-4*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81845			*M1.1 A-5*	*black tar*	*y*	***None Detected***		100% qu,bi
81845			*M1.1 A-6*	*white plaster*	*y*	***None Detected***		100% qu,ca
81846	HCR-M1.1B		*M1.1 B-1*	***Rubber Roof Membrane**/ black fibrous covering*	*y*	***None Detected***	100% ce	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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Approved Signatories:

Daniel Santoyo
Analyst

Technical Manager
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Senior Analyst
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1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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Johnstone Roofs - Harrison Upper Center

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086887AS

Date: 9/3/2026
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Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81846			*M1.1 B-2*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot
81846			*M1.1 B-3*	*black tar with black felt*	*y*	***None Detected***	6% ce	94% qu,bi
81846			*M1.1 B-4*	*white plaster*	*y*	***None Detected***		100% qu,ca
81847	HCR-M1.1C		*M1.1 C-1*	***Rubber Roof Membrane**/ black rubber covering*	*y*	***None Detected***		100% qu,ma
81847			*M1.1 C-2*	*pink sheetrock*	*y*	***None Detected***	2% fg	98% qu,gy
81847			*M1.1 C-3*	*black fibrous covering*	*y*	***None Detected***	100% ce	
81847			*M1.1 C-4*	*yellow foam insulation*	*y*	***None Detected***		100% qu,ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Turnaround Time:
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CAL26086887AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81847			*M1.1 C-5*	*white plaster*	*y*	***None Detected***		100% qu,ca
81848	HCR-M1.2A		*M1.2 A-1*	***Rubber Membrane Parapet/*** *black rubber covering*	*y*	***None Detected***	2% fg	98% qu,ma
81848			*M1.2 A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81848			*M1.2 A-3*	*black tar*	*y*	***3% Chrysotile***		97% qu,bi
81849	HCR-M1.2B		*M1.2 B-1*	***Rubber Membrane Parapet/*** *black rubber covering*	*y*	***None Detected***		100% qu,ma
81849		***5***	*M1.2 B-2*	*tan mastic*				
81849			*M1.2 B-3*	*black tar*		*Positive Stop*		

Dallas NVLAP Lab Code 200349-0 TEM/PLM *TDSHS 30-0235*

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Daniel Santoyo
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

CA Labs Dallas, LLC
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Roofs - Harrison Upper Center

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086887AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81850	HCR-M1.2C		*M1.2 C-1*	***Rubber Membrane Parapet**/ black rubber covering*	*y*	***None Detected***		100% qu,ma
81850		***5***	*M1.2 C-2*	*tan mastic*				
81850			*M1.2 C-3*	*black tar*		*Positive Stop*		
81851	HCR-M8.1A		*M8.1 A-1*	***Caulking**/ silver surfaced black tar*	*n*	***3% Chrysotile***		97% qu,bi
81851			*M8.1 A-2*	*black rubber sealant*	*y*	***None Detected***		100% qu,gy,bi,ma
81852	HCR-M8.1B		*M8.1 B-1*	***Caulking**/ silver surfaced black tar*				
81852			*M8.1 B-2*	*black rubber sealant*	*y*	***None Detected***		100% qu,gy,bi,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Daniel Santoyo
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

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Phone # 406-248-9161
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Johnstone Roofs - Harrison Upper Center

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086887AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81853	HCR-M8.1C		*M8.1 C-1*	***Caulking**/ silver surfaced black tar*				
81853			*M8.1 C-2*	*black rubber sealant*	*y*	***None Detected***		100% qu,gy,bi,ma
81854	HCR-M8.2A		*M8.2 A-1*	***Caulking**/ silver surfaced tan sealant*	*n*	***None Detected***		100% qu,gy,bi
81855	HCR-M8.2B		*M8.2 B-1*	***Caulking**/ silver surfaced tan sealant*	*n*	***None Detected***		100% qu,gy,bi
81856	HCR-M8.2C		*M8.2 C-1*	***Caulking**/ tan sealant*	*y*	***None Detected***		100% qu,gy,bi
81857	HCR-M8.3A		*M8.3 A-1*	***Caulking**/ black sealant*	*y*	***None Detected***		100% qu,gy,bi
81858	HCR-M8.3B		*M8.3 B-1*	***Caulking**/ black sealant*	*y*	***None Detected***		100% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

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Turnaround Time:
5 Days

CA Labs Project #:
CAL26086887AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81859	HCR-M8.3C	*M8.3*	*C-1*	***Caulking**/ black sealant*	*y*	***None Detected***		100% qu,gy,bi

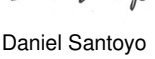
Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

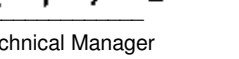
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Approved Signatories:



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10. TEM analysis suggested

TETRA TECH

7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 4L26686847
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client	MSU	**Project Name**	JOHNSTONE ROOFS- HARRISON UPPER CENTER
Project Location	BOZEMAN, MONTANA	**Project Number**	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☐ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 08-27-26	FEDEX		
				~~10:30AM~~

AUG 31 2026

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAC26c86887

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE ROOFS- HARRISON UPPER CENTER **Project Number** 117-

Project Identifier HCR

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	HCR M 1.1	Ballasted black rubber roof membrane	Roof	Harrison upper center building roof- 14-inches
A B C	HCR M 1.2	Black rubber membrane parapet	Roof	Harrison upper center building roof
A B C	HCR M 8.1	Black caulking pipe penetration	Roof	Harrison upper center building roof associated with pipes
A B C	HCR M 8.2	Gray caulking	Roof	Harrison upper center building roof above parapet trim
A B C	HCR M 8.3	Black caulking	Roof	Harrison upper center building roof associated with fan vents above parapet
Not Sampled	HCR M 11.1	Electrical wire insulation	Roof	Harrison upper center building roof

10:30AM

AUG 31 2026

SKYBRIDGE

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Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Johnstone Complex Roofs - Skybridge R
Reference #: CAL26086884AS Date: 09/03/26

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may ap

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at CA Labs Dallas, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

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Overview of Project Sample Material Containing Asbestos

Customer Project: Johnstone Complex Roofs - Skybridge Roof **CA Labs Project #:** CAL26086884AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
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This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

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Polarized Light Asbestiform Materials Characterization

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Attn:

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Johnstone Complex Roofs - Skybridge Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086884AS

Date: 9/3/2026
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Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81803	SB-M1.1A		*M1.1 A-1*	***Rubber Roof Membrane**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81803			*M1.1 A-2*	*yellow foam insulation with woven covering*	*n*	***None Detected***	15% fg	85% ot
81803			*M1.1 A-3*	*white sheetrock with brown paper*	*n*	***None Detected***	20% ce	80% qu,gy
81804	SB-M1.1B		*M1.1 B-1*	***Rubber Roof Membrane**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81804			*M1.1 B-2*	*yellow foam insulation with woven covering*	*n*	***None Detected***	15% fg	85% ot
81804			*M1.1 B-3*	*white sheetrock with brown paper*	*n*	***None Detected***	20% ce	80% qu,gy
81805	SB-M1.1C		*M1.1 C-1*	***Rubber Roof Membrane**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

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Turnaround Time:
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CA Labs Project #:
CAL26086884AS

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81805			*M1.1 C-3*	*white sheetrock with brown paper*	*n*	***None Detected***	20% ce	80% qu,gy
81806	SB-M1.2A		*M1.2 A-1*	***Rubber Roof Membrane Parapet**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81806			*M1.2 A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81807	SB-M1.2B		*M1.2 B-1*	***Rubber Roof Membrane Parapet**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma
81807			*M1.2 B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81808	SB-M1.2C		*M1.2 C-1*	***Rubber Roof Membrane Parapet**/ white vinyl covering*	*y*	***None Detected***	15% sy	85% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

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Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Johnstone Complex Roofs - Skybridge Roof

Turnaround Time:
5 Days

CA Labs Project #:
CAL26086884AS

Date: 9/3/2026
Samples Rec'd: 8/31/26 10:30AM
Date Of Sampling: 8/25/2026
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
81808			*M1.2 C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
81809	SB-M8.1A		*M8.1 A-1*	***Caulking**/ black and white sealant*	*n*	***None Detected***		100% qu,bi
81810	SB-M8.1B		*M8.1 B-1*	***Caulking**/ black and white sealant*	*n*	***None Detected***		100% qu,bi
81811	SB-M8.1C		*M8.1 C-1*	***Caulking**/ black and white sealant*	*n*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Robert Olivarez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Tremolite/Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Non-Friable organically bound material (NOB) - Gravimetric analysis suggested
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

TETRA TECH

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CONTACT INFORMATION

COMPANY:	Tetra Tech, Inc.	**Phone:**	406.248.9161 C4L26C86884
Primary Contact	Chanc Lawrence	**Phone / Email:**	chanc.lawrence@tetratech.com cell-(406)601-0936
Additional Contact	Roger W. Herman, Jr.	**Phone / Email:**	roger.herman@tetratech.com cell – 406.670.4844
Sampler Name(s)	Chanc Lawrence	**Sampler Signature(s**	
Date of Inspection:	08-25-26		

PROJECT INFORMATION

Client			
Project Location	MSU BOZEMAN, MONTANA	**Project Name**	JOHNSTONE COMPLEX ROOFS- SKYBRIDGE ROOF
		Project Number	117-

PLM INSTRUCTIONS

☑ PLM EPA 600/R-93/116 ☐ PLM CARB 435 (rock/soil) ☐ TEM CHATFIELD ☐ TEM NOB 198.4 ☑ TEM CARB 435 (rock/soil)

☑ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)

☑ Multi-Layered Samples:

☑ Analyze and Report All Separable Layers per EPA 600 ☐ Only Analyze sepecifically noted layer

☑ Analyze Until Positive Stop by Material Type as Noted

TURNAROUND TIME

☑ 5 Day ☐ 72 Hour ☐ 48 Hour ☐ 24 Hour ☐ 8 Hour ☐ 4 Hour ☐ 2 Hour

Relinquished By	Date & Time	VIA	Received By	Date & Time
Chanc Lawrence	13:00 08-27-26	FEDEX		10:30AM

AUG 31 2026

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CAL26086884

CHAIN OF CUSTODY
–BULK ASBESTOS–

PROJECT INFORMATION

Project Name JOHNSTONE COMPLEX ROOFS- SKYBRIDGE ROOF **Project Number** 117-

Project Identifier SB

Bulk Sample #	HA ID	Sample Material Description	Material Location	Notes
A B C	SB M 1.1	White rubber roof membrane	Roof	Skybridge roof- 2- inches
A B C	SB M 1.2	White rubber roof membrane parapet	Roof	Skybridge roof
A B C	SB M 8.1	Black caulking	Roof	Skybridge roof above parapet

10:30AM

AUG 31 2026