

SPECIFICATIONS

MILES CITY WATER TREATMENT PLANT RE-ROOF PROJECT SPECIFICATION MANUAL

Miles City, Montana
JOB #2026003



**MILES CITY
WATER TREATMENT PLANT
RE-ROOF
Miles City, Montana
JOB #2026003**

Owner:

CITY OF MILES CITY
17 S. 8th Street
Miles City, MT 59301
(406) 234-3462
tspeelmon@milescity-mt.org

Architect:

SDI ARCHITECTS + DESIGN
909 Main Street
Miles City, MT 59301
(406) 234-0777
bjanshen@sdiarch.com

April 30, 2026

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NESHAP REPORT

1 **00 00 20 - Bid Advertisement**

2
3 **NOTICE TO CONTRACTORS:** Sealed bids will be received by the CITY OF MILES CITY, Miles City,
4 Montana at CITY HALL (17 S. 8TH STREET), Miles City, Montana, until **Tuesday, May 26, 2026 at 4PM**
5 **MDT** for the construction of **MILES CITY WATER TREATMENT PLANT RE-ROOF** in Miles City, Montana.
6 All bids will be presented at the Council Meeting that evening, then publicly opened and read
7 aloud as part of that agenda.

8
9 **PROJECT OVERVIEW:** Re-roof of the existing water treatment plant in Miles City, Montana.

10
11 **STATE AND FEDERAL STATUTE COMPLIANCE:** Each bidder will comply with all fair labor practices
12 and state statutes.

13
14 **ADA/EEQ:** Request accommodation or additional information from Tom Speelmon, Public Utilities
15 Director, PO Box 910, Miles City, Montana 59301, (406) 234-3493 (phone), or (406) 234-6392, by
16 **Tuesday, May 19, 2026 at 4PM MDT.** Alternative accessible formats of this notice are available
17 upon request.

18
19 **BID SECURITY:** Each bid will be accompanied by Bid Security in the amount of not less than TEN
20 PERCENT (10%) of the total amount of the bid.

21
22 **PERFORMANCE, LABOR & MATERIAL BOND:** Successful bidders shall, upon signature of the
23 contract, furnish an approved Performance Bond, and Labor & Material Payment Bond, each in
24 the amount of ONE HUNDRED PERCENT (100%) of the contract.

25
26 **CONTRACT DOCUMENTS:** Drawings and Specifications, including Bidding Documents and
27 Conditions of the Agreement, may be examined at the office of the Architect, **SDI Architects +**
28 **Design**, 909 Main Street, Miles City, MT 59301, 406-234-0777 (phone).

29
30 **PRE-BID WALK-THROUGH:** A pre-bid walk-through of the project will be conducted by the
31 Architect on **Tuesday, May 12, 2026 at 1PM MDT.** While attendance is not mandatory, the lack of
32 inspection of the conditions under which the Contract will be performed will be a consideration
33 in award of bids and review of sub-contractors. Walk-through will be held at project site.

34
35 **WITHDRAWAL OF BIDS:** No Bidder may withdraw their Bid for at least THIRTY (30) days after the
36 scheduled time for receipt of bids, except as noted in the Instructions to Bidders.

37
38 **RIGHT TO REJECT BIDS:** The Owner reserves the right to reject any or all bids, to waive
39 informalities, to evaluate the bids submitted and to accept the proposal which best serves the
40 interests of the Owner.

41
42
43 Publish May 9, 16, & 23, 2026.

44
45
46 *END OF ADVERTISEMENT*

00 10 00 - Instructions to Bidders

1
2
3 INVITATION TO BID: Sealed bids will be received by the CITY OF MILES CITY, Miles City, Montana
4 at CITY HALL (17 S. 8TH STREET), Miles City, Montana, until **Tuesday, May 26, 2026 at 4PM MDT** for
5 the construction of **MILES CITY WATER TREATMENT PLANT RE-ROOF** in Miles City, Montana. All bids
6 will be presented at the Council Meeting that evening, then publicly opened and read aloud as
7 part of that agenda.

8
9 DRAWINGS AND SPECIFICATIONS: Drawings and specifications may be examined without
10 charge at the offices of **SDI Architects + Design**, the Owner and at many local exchanges.

11
12 COPIES: Bidders may obtain from the Architect complete sets of the digital Bidding Documents.
13 If physical sets are required, please let the Architect know as soon as possible so they can get
14 these printed and issued in a timely manner.

15
16 BIDDER'S REPRESENTATION: Each Bidder, by making their bid, represents that:

- 17 A. They have read and understand the Bidding Documents and their Bid is made in
18 accordance.
- 19 B. They have visited the site and have familiarized themselves with the existing building, and
20 all other conditions under which the Work is to be performed.
- 21 C. Their bid is based upon the materials, systems and equipment described in the Bidding
22 Documents without exceptions.

23
24 PRE-BID WALK-THROUGH: A pre-bid walk-through of the project will be conducted by the
25 Architect on **Tuesday, May 12, 2026 at 1PM MDT**. While attendance is not mandatory, the lack of
26 inspection of the conditions under which the Contract will be performed will be a consideration
27 in award of bids and review of sub-contractors. Walk-through will be held at project site.

28
29 INTERPRETATION OF CONTRACT DOCUMENTS: If any bidder is in doubt about the true meaning of
30 any part of the Contract Documents or finds errors, discrepancies, or omissions in them, they shall
31 at once request interpretation or correction by the Architect. Such requests shall be made to
32 the Architect no later than SIX (6) working days prior to the Bid Opening. The Architect will issue
33 corrections by written addenda. Bidders will not rely upon corrections made in any other
34 manner.

35
36 SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents
37 establish a standard of required function, dimension, appearance and quality to be met by any
38 proposed substitution. No substitution will be considered unless written request for approval has
39 been submitted by the Bidder and has been received by the Architect at least SEVEN (7) days
40 prior to the date for receipt of bids. If the Architect approves any proposed substitution, such
41 approval will be set forth in Addendum. Bidders shall not rely upon approvals made in any other
42 manner. Where 'Approved Manufacturers' is listed in the Specifications, please note that
43 product variances still need to be preapproved – the companies listed have products that
44 generally meet specifications, but this need to be assessed and approved for each project.

45
46 BASIC BID: Includes ALL WORK shown on the Drawings and/or specified, EXCEPT: Exclude Work
47 specifically included in Additive and/or Deductive Type Alternates (see 'Section 01 23 00 -
48 Alternates' for clarifications of Base Bid Work) and any Work indicated as "N.I.C.", "By Others", or
49 "By Owner". Include all roughing-in, structural preparatory work, grounds, anchors, plates,
50 closures, block-outs, services and miscellaneous preparatory work necessary and required for
51 subsequent completion and/or installation of items designated "N.I.C.", "By Others", "By Owner",
52 or in Additive Type Alternates.

53
54 ADDENDA: Addenda will be issued to all that are known by the Architect to have received a
55 complete set of Bidding Documents. Each Bidder will ascertain prior to submitting their Bid that

1 they received all Addenda issued.

2
3 SUBMISSION OF BIDS: All copies of the Bid, the Bid Security (if required), and any other documents
4 required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The
5 envelope shall be addressed to the party receiving the Bids and shall be identified with the
6 Project Name and the Bidder's Name and Address. Bidder shall assume full responsibility for
7 timely delivery at location designated for receipt of Bids.

8
9 SUB-BIDS: Sub-contractors and Material Suppliers shall submit their bids to the General
10 Contractors a minimum of TWO (2) HOURS prior to the bid time or have their bids forfeited.

11
12 PROPOSAL: The Bidder shall submit their bid on the Proposal Form furnished with the Contract
13 Documents. Also submit with the bid, a subcontractor/supplier list; Bidders have TWO (2) HOURS
14 after the stated Bid Time to submit a final copy by fax or e-mail to the Owner & Architect.

15
16 SERVICE CONTRACTS: All Contractors or subcontractors that are required or intend to provide
17 service contracts for their associated equipment, systems, or work for any services outside of this
18 project's scope and warranties must provide a draft version of their proposed agreement(s)
19 including rates and terms for the owner's consideration prior to bid award. This information is
20 due at the time of bid along with the subcontractor/supplier list when applicable.

21
22 MODIFICATION OF BID: Any bidder may modify their bid by telephone or email communication.
23 It is the bidder's responsibility to ensure that the modification is received at the bid opening
24 location prior to the scheduled closing time for receipt of bids. The modification shall not reveal
25 the bid price, but shall only provide the ADDITION or SUBTRACTION from the original proposal. Bid
26 modifications are to be directed to Tom Speelmon, Public Utilities Director, (406) 234-3493
27 (phone) or tspeelmon@milescity-mt.org (e-mail).

28
29 WITHDRAWAL OF BIDS: No Bidder may withdraw their Bid for at least THIRTY (30) days after the
30 scheduled time for receipt of bids, except as noted in the Instructions to Bidders.

31
32 BID SECURITY:

- 33 A. All proposals **\$150,000 OR GREATER** shall be accompanied by a bid security in the
34 amount of 10% of the Bid Price, as evidence of good faith. (18-2-302 MCA).
35 B. Bid security shall be in the form of lawful moneys of the United States, cashier's check,
36 certified check, bank money order or bank draft, bid bond or bonds payable to the
37 Owner. (18-2-302 MCA).
38 C. If the Bidder, to whom a contract is awarded, fails to enter into and execute the
39 proposed contract within FIFTEEN (15) calendar days of award, the Bidder shall forfeit the
40 bid security. (18-1-204 MCA).
41 D. The bid security of unsuccessful bidders will be returned when a contract has been
42 awarded to the successful bidder or when all bids have been rejected. (18-1-205 MCA).
43 E. If a Contractor fails to enter into a contract within FIFTEEN (15) calendar days after the
44 award, the Owner may cancel the award and offer the contract to the next qualified
45 bidder. The Owner shall retain the bid security. Entering into a contract includes
46 providing all necessary insurance certificates, bonds, and current construction
47 contractor registration certificate.

48
49 LABOR, MATERIAL AND PERFORMANCE BONDS: For Projects **\$150,000 OR GREATER** Successful
50 Bidders must furnish an approved Performance Bond, Labor and Material Payment Bond, issued
51 by a Bonding Company licensed to transact business in the State of Montana and U.S.TREASURY
52 LISTED, each in the amount of 100% of the Contract Sum; evidence of which will be furnished
53 upon signature of the Contract (18-2-201 MCA).

54
55 The successful bidder may, in lieu of a surety bond or bonds, provide the following securities in

1 an amount equal to the Contract Amount: Lawful money of the U.S.; **Or** a cashier's check,
2 certified check, bank money order, or bank draft, drawn or issued by any banking corporation
3 incorporated under the laws of the State of Montana or by a national banking association
4 located in Montana; **Or** certificates of deposit or money market certificates issued by any bank
5 or savings and loan association licensed to do business in Montana.
6

7 The Owner will retain such security for a time period of FOUR (4) months after completion and
8 acceptance of the Project by the Owner and retain 25% of such security for EIGHT (8) months
9 thereafter.
10

11 DELIVERY OF BONDS: The Bidder shall deliver the required bonds to the Owner not later than the
12 date of execution of the Contract, or if the Work is commenced prior thereto, in response to a
13 letter of intent by the Owner the Bidder shall, prior to commencement of the Work, submit
14 satisfactory evidence to the Owner that such bonds will be delivered.
15

16 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: Unless otherwise provided in the
17 Bidding Documents the Agreement for the Work will be written on the **A105 Standard Short Form**
18 **of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum.
19 Copies of these documents are contained herein.
20

21 AWARD OF BIDS:

- 22 A. All bids received by the Owner by the stated time will be opened and publicly read
23 aloud.
24 B. The Owner reserves the right to reject any or all bids, to waive any informality, to
25 evaluate the proposals submitted and to accept the proposal which best serves the
26 interest of the Owner. TIME is of the essence of the proposal and the times stated on the
27 proposal may be made a material factor in awarding bids.
28 C. The Low bid shall be determined on the basis of the lowest Base Bid(s) or the lowest
29 combination of Base Bid and Alternate Bids.
30 D. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
31 a. The Owner may make such investigations as it deems necessary to determine
32 whether or not any or all bidders are responsible.
33 b. The term "responsible" does not refer to pecuniary ability only, nor the ability to
34 tender sufficient performance and payment bonds.
35 c. The term "responsible" includes, but is not limited to:
36 i. Having adequate financial resources to perform the contract or the ability to
37 obtain them;
38 ii. Being able to comply with the required delivery, duration, and performance
39 schedule;
40 iii. Having a satisfactory record of integrity and business ethics;
41 iv. Having the necessary organization, experience, accounting, and operational
42 controls;
43 v. Having the necessary production, construction, technical equipment, and
44 facilities; and,
45 vi. Having the technical skill, ability, capacity, integrity, performance,
46 experience, lack of claims and disputes, lack of actions on bonds, lack of
47 mediations, arbitrations and/or lawsuits related to construction work or
48 performance, and such like.
49 E. Bidders shall furnish to the Owner all information and data for this purpose at the Owner's
50 request.
51 F. The Owner reserves the right to reject any bid if the investigation or evidence of any
52 Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to
53 suitably perform and satisfactorily execute the obligations of the Contract and Work
54 defined in the Contract Documents.
55 G. The Owner shall award such contract to the lowest responsible bidder without regard to

1 residency. A resident bidder will be allowed a preference on a contract against the bid
2 of any non-resident bidder from any state or country that enforces a preference for
3 resident bidders. The preference given to resident bidders of this state must be equal to
4 the preference given in the other state or country (18-1-102 MCA).
5

6 MAILING ADDRESS: For bids delivered by mail:

- 7 1) Mark the outside of the envelope with "MILES CITY WATER TREATMENT PLANT RE-ROOF BID
8 ENCLOSED"
9 2) Include Contractor firm name & address
10 3) Address to:

**ATTN: MAYOR
CITY OF MILES CITY
17 S. 8TH STREET
MILES CITY, MT 59301**

11
12
13
14
15 *END OF INSTRUCTIONS TO BIDDERS*

AIA[®] Document A105[®] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Nineteenth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Miles City
17 South 8th Street
Miles City, MT 59301
406-874-8603

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

2026003 - Miles City Water Treatment Plant Re-Roof
67 Water Plant Road
Miles City, MT 59301
Re-roof of the existing water treatment plant in Miles City, Montana.

The Architect:
(Name, legal status, address and other information)

SDI Architects + Design
909 Main Street
Miles City, MT 59301
406-234-0777

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1** this Agreement signed by the Owner and Contractor;
- .2** the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
---------------	--------------	-------------

Specifications:

Section	Title	Pages
----------------	--------------	--------------

- .3** addenda prepared by the Architect as follows:

Number	Date	Pages
---------------	-------------	--------------

- .4** written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

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User Notes:

(69bc4995fb103caf68cf2867)

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner’s Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field

conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

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

§ 8.11 Cleaning Up

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The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect'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, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only 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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect 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 decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify

the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A105[®] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

AGREEMENT made as of the Nineteenth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Miles City

17 South 8th Street
Miles City, MT 59301

406-874-8603

2026003 - Miles City Water Treatment Plant Re-Roof

67 Water Plant Road
Miles City, MT 59301

Re-roof of the existing water treatment plant in Miles City, Montana.

SDI Architects + Design

909 Main Street
Miles City, MT 59301

406-234-0777

1 **00 80 50 - A105 Supplementary Conditions**

2
3 Make the following modifications to **A105 Standard Short Form of Agreement Between Owner**
4 **and Contractor**:

5
6 **ARTICLE 4 – PAYMENTS**

7
8 Conditions of **§ 4.1** to be as follows:

9 On or about the **25th** day of each month, the Contractor will send to the Architect a periodical
10 estimate for partial payment for the Work performed, and of materials suitably stored at the site
11 up to the **25th** day of that month along with lien waivers for the previous payment. Progress
12 payments by the Owner will generally be made on or before the **10th** of the **following** month.

13
14 For each progress payment made prior to Substantial Completion of the Work, the Owner will
15 withhold **5%** from the payment. Upon Substantial Completion, a progress payment in the
16 amount of **95%** of the Contract Amount, taking into account additions and deductions made
17 during construction, shall be issued.

18 The remaining 5% retained will be approved for payment as follows:

- 19 i. Half after close-out documents are finalized and approved.
20 ii. Half after punch list items are completed and verified.

21
22 For **§ 4.2**, the rate of interest will be **8% per annum**.

23
24 Add the following paragraphs to Article 4:

25 **§ 4.3** Payment requests by the Contractor to be on form **AIA G702 & 702-A**.

26 **§ 4.4** In Compliance with (15-50-206 MCA) the Contractor will have 1% of their gross receipts
27 withheld by the Owner from all payments due.

28 **§ 4.5** The Contractor shall issue a Schedule of Values to the Architect at least one week before
29 the first Pay Application. The Schedule of Values should, at a minimum, have each Division
30 broken down between labor and materials. If a Division has more than one Subcontractor, their
31 portion should be isolated and broken down between labor and materials similarly.

32 **§ 4.6** The Contractor may submit for payment on materials stored off site, but backup
33 documentation must include the following: 1) an insurance certificate with the amount
34 requested listed as being insured and the Owners listed as Additional Insured; 2) photos of the
35 materials indicating they are for the specific project and that the materials are stored in a
36 weather-protected, secure location; and 3) invoices for materials based on the amount
37 requested. The Architect, Owner, and Contractor may determine other accommodations or
38 stipulations for materials stored off site, but this clause is in effect if nothing else is determined
39 beforehand.

40 **§ 4.7** The Contractor will submit their Pay Applications in one, cohesive document including
41 back-up documentation as needed. The Architect reserves the right to be reimbursed by the
42 Contractor for time and expense required to process any Pay Application that does not get
43 approval after the first round of review and request for additional information.

44
45 **ARTICLE 5 – INSURANCE**

46
47 Add the following to paragraphs **§5.1**:

48 Without limiting any of the other obligations or liabilities of the Contractor, Contractor will secure
49 and maintain such insurance from an insurance company (or companies) authorized to write
50 insurance in the State of Montana, with minimum "A.M.BEST RATING" of B+,VI, as will protect
51 himself, his subcontractors, the Owner and the Architect and their respective agents and
52 employees from claims for bodily injury, death or property damage which may arise from
53 operations and completed operations under this Agreement. Such coverage will be written for
54 claims arising out of all premises/operations, subcontracted operations, products/completed
55 operations, and all liability assumed by the Contractor under contract or agreement.

1 Contractor will not commence Work under this Agreement until such insurance has been
2 obtained and certificates of insurance, with binders, or certified copies of the insurance policy
3 have been filed with the Architect and the Owner.

4 All insurance coverages will remain in effect throughout the life of the Agreement, except that
5 the Contractor will maintain the Commercial General Liability coverage for a period of at least
6 one year following the substantial completion date for property damage resulting from
7 occurrences during the agreement period.

8 Each insurance policy will contain a clause providing that it will not be cancelled by the
9 Insurance Company without 30 days written notice to the Owner and Architect of intention to
10 cancel. The minimum amounts of such insurance coverage being as follows:

11 The Contractor's insurance coverage will name the Owner and Architect as Additional Insured
12 under the Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

13
14 For **§ 5.1.1**, the policy limits will state not less than **\$1,000,000** each occurrence, **\$2,000,000**
15 general aggregate, and **\$1,000,000** aggregate for products-completed operations hazard.

16
17 Add the following to **§ 5.1.1**:

18 Coverages to also include operations on premises, other contractual obligations, operations of
19 independent contractors or subcontractors, and property damage applicable to Blasting,
20 Collapse, and Underground Hazards (X, C & U). Commercial General Liability insurance
21 requirements may be satisfied by primary insurance or a combination of primary and excess or
22 umbrella insurance.

23
24 For **§ 5.1.2**, the policy limits will state not less than **\$1,000,000** each accident.

25
26 For **§ 5.1.5**, the policy limits will state not less than **\$100,000** each accident, **\$100,000** each
27 employee, and **\$500,000** policy limit.

28
29 Revise **§ 5.1.6** to be: **Owner** to purchase Builder's Risk on the "All Risk" form of coverage inclusive
30 of Fire, Extended Coverages, and Vandalism as a part of their existing building insurance.
31 Insurance will include the interest of the Contractor, the Owner, Architect, and all
32 subcontractors, agents and employees of the parties. Contractor will be liable for the Owner's
33 deductible up to \$5000 in the event of a claim associated with this Work.

34
35 Add the following to **§ 5.1.7**:

36 The insurance required is not intended to cover machinery, tools or equipment owned or rented
37 by the Contractor which are utilized in the performance of the Work but not incorporated into
38 the permanent improvements. The Contractor shall, at the Contractor's own option, provide
39 insurance coverage for owned or rented machinery, tools or equipment.

40
41 Add the following paragraphs to Article 5:

42 **§ 5.6** The form of the Certificates shall be AIA Document **G715 Supplemental Attachment for**
43 **ACORD Certificate of Insurance 25**, or if insurance is written on a Commercial General Liability
44 policy form, **ACORD Form 25S** will be acceptable.

45 **§ 5.7** All parties agree to waive their rights of subrogation against one another with respect to
46 any and all losses covered by the respective party's Insurance during and after construction.

47 48 **ARTICLE 6 – GENERAL PROVISIONS**

49
50 Delete **§ 6.5 Electronic Notice**.

51 52 **ARTICLE 7 – OWNER**

53
54 Add the following paragraph to Article 7:

55 **§ 7.5 Owners Right to Reject Subcontractors**

1 The Owner reserves the right review the subcontractor list submitted by the General Contractor
2 and to request a change to the next lowest subcontractor who submitted bids to the General
3 Contractor. This change request will be submitted in writing to the General within seven (7) days
4 of the subcontractor submittal. The cost difference in the bids will be added to the contract by
5 Change Order without markup. Changes may be made when it is in the best interest of the
6 Owner to do so.

7 8 **ARTICLE 8 – CONTRACTOR**

9
10 Add the following to **§ 8.3.1**:

11 Superintendent shall be knowledgeable and qualified to evaluate quality of not only the
12 general construction work but especially the systems and installments of subcontract work.
13 They shall:

- 14 A. Aggressively evaluate on a daily basis and be responsible for the quality/acceptability of
15 all work.
- 16 B. Make the first determination as to the fitness and compliance of all work performed.
- 17 C. Be the initiator in regard to rejection of unfit work.
- 18 D. Not passively default or abdicate, in the first analysis, these duties to the Architect or
19 Owner.
- 20 E. The superintendent in attendance at the Project site during the progress of the work shall
21 remain at the site and on the Project until Final Completion.

22
23 Delete **§ 8.7.1**. The general construction permit (and associated plan review) will be procured
24 by the Owner per section 01 00 00 - General Requirements.

25
26 Add the following to **§ 8.11**:

27 After all other Work has been completed, the Contractor shall broom clean interior of building,
28 vacuum heating and ventilating ducts, clean glass, and leave entire building clean and ready
29 for occupancy or separate interior finishing.

30 31 **ARTICLE 10 – CHANGES IN THE WORK**

32
33 Add the following paragraph to Article 10:

34 **§ 10.4** Change costs in the Work will be the Cost of the Work plus a maximum 15% markup by
35 contractors.

36 37 **ARTICLE 11 – TIME**

38
39 Add the following paragraph to Article 11:

40 **§ 11.4** The Owner may suffer loss if the project is not substantially complete within the time stated
41 on the Proposal Form. The Contractor and his Surety shall be liable for and shall pay to the
42 Owner the sum of **ONE HUNDRED DOLLARS (\$100.00)** as liquidated damages for each calendar
43 day of delay until the Work is Substantially Complete.

- 44 A. The Contractor shall not be charged liquidated damages of any excess cost when delay
45 in completion of the Work is due to:
 - 46 a. Unforeseeable cause beyond the control and without the fault or negligence of
47 the Contractor, including but not restricted to acts of God or of the public
48 enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes,
49 freight embargoes and unusually severe weather.
 - 50 b. Any delays of Sub-Contractors or suppliers occasioned by any of the above
51 causes.
 - 52 c. Provided further that the Contractor shall within ten days from the beginning of
53 such delay, notify the Owner in writing of the causes of the delay.
 - 54 B. All Work shall be Substantially Complete prior to date proposed on Bid Proposal Form.
- 55

1 **ARTICLE 15 – MISCELLANEOUS PROVISIONS**

2
3 Revise **§ 15.2 Tests and Inspections** and associated subsections to be:

4 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or
5 by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public
6 authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall
7 make arrangements for such tests, inspections, and approvals with an independent testing
8 laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall
9 bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect
10 timely notice of when and where tests and inspections are to be made so that the Architect
11 may be present for such procedures. The Owner shall bear Testing Agency Lab and Field costs,
12 except in the case of failed tests AND superfluous trips at the direction of the Contractor, which
13 will be the responsibility of the Contractor.

14
15 Add the following paragraphs to Article 15:

16 **§ 15.4 Americans with Disabilities Act (ADA):** It is the intent of the Owner and Architect that all
17 construction complies with the ADA. Certain construction tolerances and clearances are critical
18 to the ADA. The successful contractor agrees to familiarize himself and applicable sub-
19 contractors and suppliers with ADA Guidelines (ADAG) and cooperate to the fullest extent
20 possible in meeting these guidelines.

21 **§ 15.5 Sub-Contractors & Suppliers:** It is the sole responsibility of sub-contractors and suppliers to
22 protect their rights to payment. In order to protect their rights to payment, sub-contractors with
23 contract must notify the Bonding Company, in writing and within 90 days of doing work, of failure
24 by the General Contractor to make timely payments. Sub-contractors or material suppliers
25 without contract must notify, in writing and within 30 days of doing work or supplying materials,
26 the Bonding Company of work and/or materials supplied to the project and the value of that
27 work and/or materials.

28 **§ 15.6 Montana State Public Works Laws:** The Contractor and all their sub-contractors agree
29 unequivocally to comply with all MT State Public Works Laws including, but not limited to the
30 following:

- 31 A. Montana Public Contractor's Gross Receipts Tax: In compliance with 15-50-206 MCA and
32 15-50-101 MCA the Contractor will have 1% of his gross receipts withheld by the Owner
33 from all payments due. Each subcontractor who performs work greater than \$5000 shall
34 have 1% of their gross receipts withheld by the Contractor. The Contractor shall notify
35 the Department of Revenue on the departments prescribed forms.
- 36 B. Workman's Compensation Coverage: **A public works Contractor must elect to be bound**
37 **by Workman's Compensation plan number II or III**, and shall supply to the Owner a
38 certificate confirming current coverage. (Section 39-71-403 M.C.A., 1979).
- 39 C. Preference Montana Products: Products, materials, supplies and equipment
40 manufactured or produced in this state by Montana industry and labor shall be preferred
41 for use in all projects, if such products, materials, supplies and equipment are
42 comparable in price and quality. (Section 18-1-112 M.C.A., 1979).
- 43 D. Withholding: At least one thousand dollars (\$1,000.00) of the contract price shall be
44 withheld at all times until the termination of the contract.
- 45 E. Registration: The Contractor is required to be registered with the Department of Labor &
46 Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the
47 Owner. A bidder must demonstrate that they have registered or promises that they will
48 register immediately upon Notice of Award. If the prevailing bidder cannot or does not
49 register in time for the Owner to execute the Contract within fifteen (15) day time period
50 of the Notice of Award the State may award to next lowest responsible bidder who
51 meets this requirement. The Owner cannot execute a contract for construction nor issue
52 a Notice to Proceed to a Contractor who is not registered according to (39-9-401,a,
53 MCA).
- 54 F. Prevailing Wages & Preference of Montana Labor: The Contractor and Subcontractors
55 will pay the Standard Prevailing Rate of Wages, including fringe benefits for health and

1 welfare and pension contributions and travel allowance provisions in effect and
2 applicable to the county or locality in which the work is being performed. These
3 prevailing wage rates will be determined by the Commissioner of Labor and Industry,
4 State of Montana in accordance with 18-2-401 and 18-2-402, MCA and incorporated
5 herein. The Contractor shall give preference to the employment of bona-fide Montana
6 residents as required by 18-2-403 MCA. Wage Rates are printed, following
7 Supplementary Conditions.

8 G. Submission of Payroll Records: Per 18-2-423 MCA all contractors, whether independent
9 contractors or employees shall maintain certified payroll records available within 5 days
10 of a request for documentation. Federal payroll form wh347 is an acceptable form of
11 reporting and records are to be kept a minimum of three years.

12 H. Discrimination: Per 49-3-207 MCA The Contractor and Subcontractors agree that all
13 hiring will be on the basis of merit and qualifications and that they will not discriminate on
14 the basis of race, color, religion, creed, political ideas, sex age, marital status, physical or
15 mental disability, or national origin.

16 **ARTICLE 17 – OTHER TERMS AND CONDITIONS**

17 Add the following paragraphs to Article 17:

18
19 **§ 17.1** Both the Owner and Contractor agree that any and all disputes between them arising out
20 of or relating to this project will be submitted to mediation as a condition precedent to any other
21 legal proceedings unless the parties mutually agree otherwise.
22

23
24 **§ 17.2** All parties agree to waive their rights of subrogation against one another with respect to
25 any and all losses covered by the respective party's Insurance during and after construction.
26

27 **§ 17.3** In the event that government-imposed tariffs, retaliatory duties, or any other material
28 trade barriers result in escalated material cost adjustments above a 10% increase of the original
29 bid amount, the General Contractor and their Subcontractors agree to provide the Owners with
30 itemized documentation (order date, country of origin, bid vs. purchase cost of materials, tariff
31 amounts, etc.) as justification for negotiating any request for additional compensation.
32 Furthermore, the General Contractor and Subcontractor also agree to waive typical markups
33 beyond those that generate direct costs like Permits, Bonds, & Insurances.
34

35 *END OF CONDITIONS*

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.

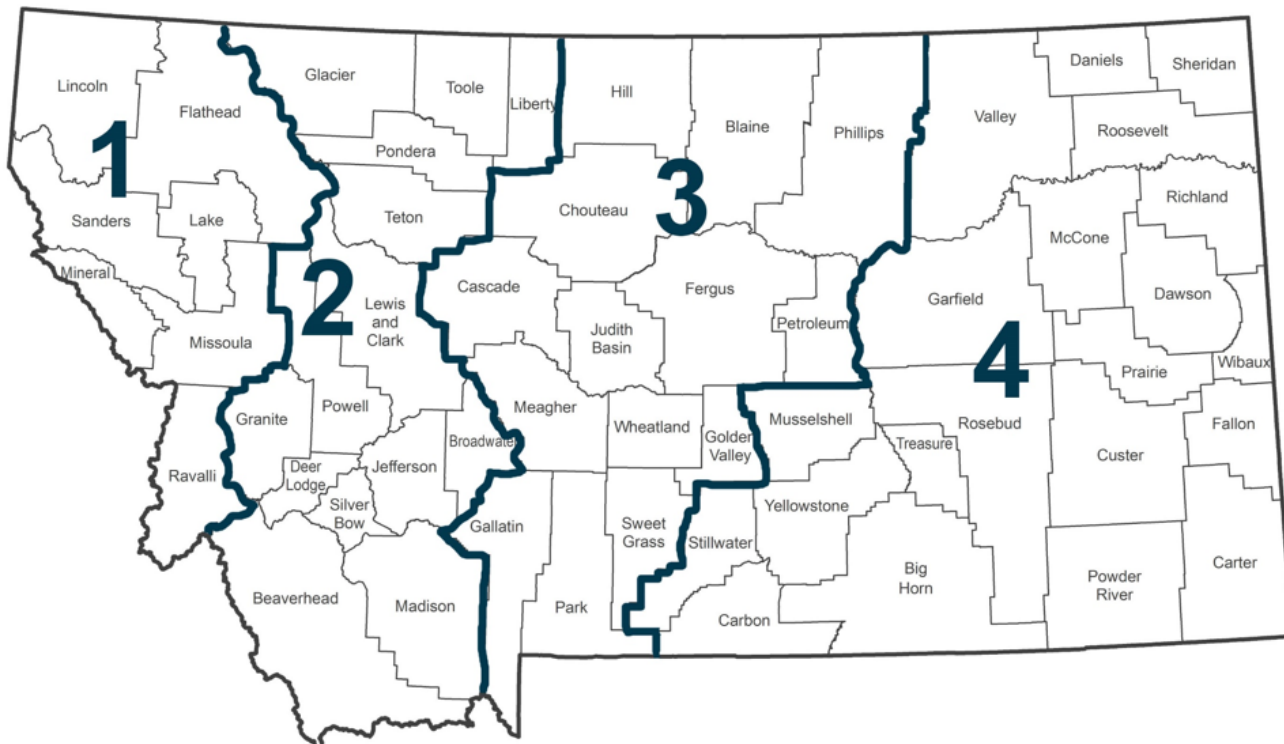
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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:

Montana Prevailing Wage Districts



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.

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Zone Pay:

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

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.

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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.

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.

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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.

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.

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Zone Pay:

Districts 2, 3 & 4

0-30 mi. base pay
 >30-60 mi. + \$3.50/hr.
 >60 mi. + \$5.50/hr.

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.

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Zone Pay:

All Districts

0-30 mi. free
>30-60 mi. + \$3.50/hr.
>60 mi. + \$5.50/hr.

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.

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Zone Pay:

All Districts

0-30 mi. free
>30-60 mi. + \$3.50/hr.
>60 mi. + \$5.50/hr.

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).

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Zone Pay:

All Districts

0-30 mi. free
>30-60 mi. + \$3.50/hr.
>60 mi. + \$5.50/hr.

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

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

This group includes but is not limited to:

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

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

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

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.

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.

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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.

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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.

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.

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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

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.

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Zone Pay:

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

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.

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Per Diem:

District 1

45+ mi. \$75/day

District 3

50+ mi. \$110/day

District 4

60+ mi. \$90/day

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

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Per Diem:

\$119/day

FLOORLAYERS

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

Per Diem:

\$85/day

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.

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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.

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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.

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.

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Per Diem:

0-45 mi. free zone
45-85 mi. \$100/day
85+ mi. \$150/day

Big Sky/Resort Area \$200/day

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.

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Per Diem:

0-45 mi. free zone
45-85 mi. \$100/day
85+ mi. \$150/day

Big Sky/Resort Area \$200/day

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

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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

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

Per Diem

0-45 mi. free zone
46-65 mi. \$35/day
65+ mi. \$155/day

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.

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SOLAR PHOTOVOLTAICINSTALLERS

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

Per Diem:

District 1
100+ mi. \$150/day

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.

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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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TERRAZZOWORKERSANDFINISHERS

No Rate Established

Duties Include:

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

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

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01 00 00 - General Requirements

1
2
3 RELATED WORK NOT IN CONTRACT: Items indicated on Drawings as "N.I.C." (Not in Contract), By
4 Owner, or By Others as noted on Drawings.
5

6 LOCATE CALL: In addition to requesting local utilities to locate underground utilities and per MCA
7 69-4-501 to 506 the contractor is required by State Law to notify a One-Call location service
8 before all underground excavation. Notification must be received at least TWO (2) working days
9 prior to excavation. Call 1-800-424-5555.
10

11 LINES & LEVELS: Before starting Work, locate all general reference points. Take such steps as are
12 necessary to prevent their dislocation or destruction. If disturbed or destroyed, replace as
13 directed. For additions and alterations confirm existing construction and measurements and
14 make adjustment for variations.
15

SPECIFICATIONS:

- 16
17 A. Grouping of data in the specifications is for the convenience of the Contractor and
18 conforms roughly to customary trade practice. The Architect is not bound to define the
19 limits of any subcontract.
20 B. These project specifications are open to 'or equal' options unless noted otherwise.
21 a. Contractor assumes the risk and associated costs to match specifications when
22 any variance occurs without prior approval from the Architect via addenda or
23 submittal review.
24 b. Where 'Approved Manufacturers' is listed in the Specifications, please note that
25 product variances still need to be preapproved – the companies listed have
26 products that generally meet specifications, but this need to be assessed and
27 approved for each project.
28 C. SUBSTITUTIONS: The materials, products and equipment described in the Bidding
29 Documents establish a standard of required function, dimension, appearance and
30 quality to be met by any proposed substitution. No substitution will be considered unless
31 written request for approval has been submitted by the Bidder and has been received
32 by the Architect at least SEVEN (7) days prior to the date for receipt of bids. If the
33 Architect approves any proposed substitution, such approval will be set forth in
34 Addendum. Bidders shall not rely upon approvals made in any other manner. Where
35 'Approved Manufacturers' is listed in the Specifications, please note that product
36 variances still need to be preapproved – the companies listed have products that
37 generally meet specifications, but this need to be assessed and approved for each
38 project.
39

40 PRIOR USE AND OCCUPANCY: The Owner reserves the right to use or occupy any part of the
41 building or to use equipment installed under the Contract, prior to final acceptance. Such use or
42 occupancy shall not constitute acceptance of the work or any parts thereof.
43

44 MANUFACTURER'S DIRECTIONS: Manufactured articles, materials and equipment shall be
45 applied, installed, connected, erected, used, cleaned and conditioned as directed by the
46 manufacturer unless herein specified to the contrary.
47

SUBMITTALS:

- 48
49 A. The Contractor is responsible for issuing a tentative submittal schedule at the beginning
50 of the project to assist the design team in anticipating the Contractor's delivery.
51 B. The Contractor shall submit to the Architect, for approval, any Shop Drawing, Product
52 Data, and/or Samples as may be required for the construction of any part of the Work.
53 Any Work that is done, or material ordered prior to the approval of such information, shall
54 be at the Contractor's risk. Provide physical samples whenever a color or finish selection is
55 required and as specified in associated Sections. Include sample warranty/guarantee

1 documents and installation instructions for initial review/commentary ahead of operation
2 and maintenance manuals at project completion.

- 3 C. The Contractor shall group submittals by trade and/or supplier into a single, cohesive
4 submittal for the purpose of reviewing whole systems, installations, processes, etc.
5 Submittals may be rejected if the Architect deems them incomplete.
- 6 D. The Contractor shall clearly indicate products, options, assemblies, etc. pertinent to the
7 associated submittal and specifications for the project and call attention to any item
8 requiring selection by the Architect or Engineer tasked with reviewing the submittal.
9 Submittals may be rejected if the Architect deems them to be lacking in clarity.
- 10 E. Submittals to go to the General Contractor in a legible format (physical or electronic)
11 first. Upon their stamped approval, they will be forwarded to the Architect's office.
12 Following the review of the Architect and their Consultant, the Shop Drawings will be
13 returned to the General Contractor marked NO EXCEPTIONS TAKEN, MAKE CORRECTIONS
14 NOTED, or if necessary, REVISE & RESUBMIT. Note: Electronic submittals are accepted, but
15 will be returned in the format received.
- 16 F. The Architect reserves the right to withhold action on a submittal requiring coordination
17 with other submittals until related submittals are received.
- 18 G. **SUBMITTALS REQUIRING COLOR SELECTIONS** shall be submitted as early in the project as
19 possible. The Architect may retain all submittals requiring color selections until ALL such
20 submittals have been submitted. The Architect will then prepare coordinated color
21 selections to be approved by the Owner. Upon approval of the color selections by the
22 Owner, the Architect will process the submittal(s) requiring color selections. All submittals
23 requiring color selections shall be accompanied by actual samples of the color and finish
24 selection options. Printed or electronic renditions of the color choices are not
25 acceptable, do not accurately portray true colors, and therefore cannot be used by the
26 Architect to present the coordinated color choices to the Owner. For this reason, only
27 true samples of the actual finish materials will be accepted for color selections. The
28 Architect is not responsible for the delays caused by the failure of the Sub-Contractor or
29 Supplier to submit the correct color samples in a timely manner.
- 30 H. The Architect reserves the right to be reimbursed by the Contractor for time and expense
31 required to process any submittal that does not get approval after the first resubmittal
32 and/or to gather appropriate color samples when proper color samples are not
33 submitted.
- 34 I. Approval of Submittals will be general and shall not relieve the Contractors from the
35 responsibility for proper fitting and construction of the Work, nor from furnishing material
36 and work required by the Contract which may not be indicated on the Submittal when
37 approved. The approval of the Submittal shall not be construed as allowing departures
38 from the plans and specifications, building codes, or other rules and regulations
39 governing installation of materials.
- 40 J. Upon the Contractor's request, or at the Architect's discretion, a sample list of necessary,
41 project-specific submittals will be made available at the beginning of the project.
42

43 REQUEST FOR PROPOSAL (RFP):

- 44 A. Contractor responses are due within 7 calendar days after the RFP is issued.
45 a. No associated Work shall be completed before the RFP is approved unless
46 discussed and agreed to by the Architect and Owner.
- 47 B. The Contractor, and each subsequent subcontractor/supplier, are limited to the total
48 markup listed in the Contract for all changes (typically 15%).
49 a. Supervision, Project Management, Subcontractor Liability, Profit, Direct/Indirect
50 Overhead, Clerical, and similar expenses are part of this markup and shall not be
51 tracked separately.
52 b. If applicable, the Contractor may include a 1% Bonding Fee and/or 1% Builder's
53 Risk Fee adder on the tail end of their totals.
- 54 C. The Contractor's formal response shall include:
55 a. Line item breakdowns of quantities and costs for time, materials, and related

- 1 expenses.
- 2 i. Labor breakdowns shall include number of personnel, hours per personnel,
- 3 and associated rates. If prevailing wage rates are applicable to the
- 4 project, labor rates shall relate to the task at hand.
- 5 b. If the RFP is deemed to be an explicit Time & Material (T&M) request, the response
- 6 shall include dates associated to the Work being tracked.
- 7 D. If delays are associated with the RFP, the Contractor shall notify the Architect via written
- 8 correspondence (e-mail preferred) within 7 calendar days from when the delay took
- 9 place.
- 10 a. Delay requests shall include justifications for how they impact the projected
- 11 substantial completion date.
- 12 E. The breakdowns for the Contractor and each Subcontractor/supplier shall appear on
- 13 their own invoice or letterhead.
- 14 F. The Architect will review the responses and will either send to the Owner for their ultimate
- 15 approval; send to their Consultants for review; or request more information/clarification
- 16 from the Contractor.
- 17 a. If more information/clarification is requested, the Contractor has another 4
- 18 calendar days to provide a revised response.
- 19 b. The Architect reserves the right to be reimbursed by the Contractor for time and
- 20 expense required to process any RFP that does not get approval after the first
- 21 round of review and request for additional information.
- 22

23 OPERATION AND MAINTENANCE MANUAL: Per the Substantial Completion Procedures provide

24 Operation and Maintenance (O&M) Manuals as follows:

- 25 A. Physical Copy (Provide ONE)
- 26 a. Directory: Prepare a single, comprehensive directory of emergency, operation,
- 27 and maintenance information and materials, listing items and their location to
- 28 facilitate ready access.
- 29 b. Organization:
- 30 i. Title Page, to include:
- 31 1. Subject matter included in the Manual.
- 32 2. Name and address of Project.
- 33 3. Name and address of Owner.
- 34 4. Date of submittal.
- 35 5. Name and contact information of the Contractor.
- 36 6. Name and contact information of the Architect.
- 37 7. Name and contact information for major Consultants to the
- 38 Architect that designed the systems contained in the manuals.
- 39 ii. Table of Contents
- 40 1. List each product included in the manual, identified by product
- 41 name, indexed to the content of the volume, and cross
- 42 referenced to Specification Section number.
- 43 iii. Manual Contents
- 44 1. Organize into sets of manageable size and arrange content by
- 45 Specification Section, system, subsystem, and equipment. Include
- 46 updated shop drawings and/or product submittals wherever
- 47 applicable.
- 48 c. Physical copy is to be bound in a heavy-duty, three-ring binder with Division
- 49 dividers.
- 50 i. Identify each binder on the front and spine with printed title "OPERATION
- 51 AND MAINTENANCE MANUAL" and associated indicator if multiple
- 52 volumes are needed.
- 53 ii. Oversize drawings are to be neatly folded to fit with inside the binder.
- 54 B. Digital Copy (Provide ONE)
- 55 a. Fully organized and indexed similar to the physical copy issued on a CD, DVD, or

- 1 flash drive.
- 2 C. Types of Manuals
- 3 a. Emergency Manuals
- 4 i. Content
- 5 1. Type of Emergency: Where applicable for each type of
- 6 emergency indicated below, include instructions and procedures
- 7 for each system, subsystem, piece of equipment, and component:
- 8 a. Fire.
- 9 b. Flood.
- 10 c. Gas leak.
- 11 d. Water leak.
- 12 e. Power failure.
- 13 f. Water outage.
- 14 g. System, subsystem, or equipment failure.
- 15 h. Chemical release or spill.
- 16 2. Emergency Instructions: Describe and explain warnings, trouble
- 17 indications, error messages, and similar codes and signals. Include
- 18 responsibilities of Owner's operating personnel for notification of
- 19 Installer, supplier, and manufacturer to maintain warranties.
- 20 3. Emergency Procedures: Include the following, as applicable:
- 21 a. Instructions on stopper.
- 22 b. Shutdown instructions for each type of emergency.
- 23 c. Operating instructions for conditions outside normal
- 24 operating limits.
- 25 d. Requires sequences for electric or electronic systems.
- 26 e. Special operating instructions and procedures.
- 27 b. Operation Manuals
- 28 i. Content
- 29 1. System, subsystem, and equipment descriptions. Use designations
- 30 for systems and equipment indicated on Contract Documents.
- 31 2. Performance and design criteria if Contractor is delegated design
- 32 responsibility.
- 33 3. Operating standards, procedures, and logs.
- 34 4. Wiring, control, and piped system diagrams.
- 35 5. Precautions against improper use.
- 36 6. License requirements including inspection and renewal dates.
- 37 ii. Descriptions
- 38 1. Product name and model number. Use designations for systems
- 39 and equipment indicated on Contract Documents.
- 40 2. Manufacturer's name.
- 41 3. Equipment identification with serial number of each component.
- 42 4. Equipment function.
- 43 5. Operating characteristics.
- 44 6. Limiting conditions.
- 45 7. Performance curves.
- 46 8. Engineering data and tests.
- 47 9. Complete nomenclature and number of replacement parts.
- 48 iii. Operating Procedures
- 49 1. Startup procedures.
- 50 2. Equipment or system break-in procedures.
- 51 3. Routine and normal operating instructions.
- 52 4. Regulation and control procedures.
- 53 5. Instruction on stopping.
- 54 6. Normal shutdown instructions.
- 55 7. Seasonal and weekend operating instructions.

- 1 8. Required sequences for electric or electronic systems.
- 2 9. Special operating instructions and procedures.
- 3 iv. Systems and Equipment Controls: Describe the sequence of operation
- 4 and diagram controls as installed.
- 5 v. Piped Systems: Diagram piping as installed and identify color-coding
- 6 where required for identification.
- 7 c. Product Maintenance Manuals
- 8 i. Content: Organize manual into a separate section for each product,
- 9 material, and finish. Include source information, product information,
- 10 maintenance procedures, repair materials and sources, and warranties
- 11 and bonds, as described below.
- 12 ii. Source Information: List each product included in manual, identified by
- 13 product name and arranged to match manual's table of contents. For
- 14 each product, list name, address, and telephone number of Installer or
- 15 supplier and maintenance service agent, and cross-reference
- 16 Specification Sections.
- 17 iii. Product Information: Include the following, as applicable:
- 18 1. Product name and model number.
- 19 2. Manufacturer's name.
- 20 3. Color, pattern, and texture.
- 21 4. Material and chemical composition.
- 22 5. Reordering information for specially manufactured products.
- 23 iv. Maintenance Procedures: Include manufacturer's written
- 24 recommendations and the following:
- 25 1. Inspection procedures.
- 26 2. Types of cleaning agents to be used and methods of cleaning.
- 27 3. List of cleaning agents and methods of cleaning detrimental to
- 28 product.
- 29 4. Schedule for routine cleaning and maintenance.
- 30 5. Repair instructions
- 31 v. Repair Materials and Sources: Include lists of materials and local sources of
- 32 materials and related services.
- 33 vi. Warranties and Bonds: Include copies of warranties and bonds and lists of
- 34 circumstances and conditions that would affect validity of warranties or
- 35 bonds.
- 36 d. Systems and Equipment Maintenance Manuals
- 37 i. Content: For each system, subsystem, and piece of equipment not part of
- 38 a system, include source information, manufacturers' maintenance
- 39 documentation, maintenance procedures, maintenance and service
- 40 schedules, spare parts list and source information, maintenance and
- 41 service contracts, and warranty and bond information, as described
- 42 below.
- 43 ii. Source Information: List each system, subsystem, and piece of equipment
- 44 included in manual, identified by product name, and arranged to match
- 45 manual's table of contents. For each product, list name, address, and
- 46 telephone number of Installer or supplier and maintenance service agent,
- 47 and cross-reference Specification Sections.
- 48 iii. Manufacturer's Maintenance Documentation: Include the following for
- 49 each component part or piece of equipment:
- 50 1. Standard maintenance instructions and bulletins.
- 51 2. Drawings, diagrams, and instructions required for maintenance,
- 52 including disassembly and component removal, replacement,
- 53 and assembly.
- 54 3. Identification and nomenclature of parts and components.
- 55 4. List of items recommended to be stocked as spare parts.

- 1 iv. Maintenance Procedures: Include the following information and items
2 that detail essential maintenance procedures:
 - 3 1. Test and inspection instructions.
 - 4 2. Troubleshooting guide.
 - 5 3. Precautions against improper maintenance.
 - 6 4. Disassembly, component removal/repair/replacement, and
7 reassembly instructions.
 - 8 5. Aligning, adjusting, and checking instructions.
 - 9 6. Demonstration and training video recording, if available.
- 10 v. Maintenance and Service Schedules: Include maintenance and service
11 requirements, list or required products for equipment, and separate
12 schedules for preventive and routine maintenance and service with
13 standard time allotment.
- 14 vi. Spare Parts List and Source Information: Include lists of replacement and
15 repair parts, with parts identified and cross-referenced to manufacturers'
16 maintenance documentation and local sources of maintenance
17 materials and related services.
- 18 vii. Maintenance Service Contracts: Include copies of maintenance
19 agreements with name and telephone number of service agent.
- 20 viii. Warranties and Bonds: Include copies of warranties and bonds and lists of
21 circumstances and conditions that would affect validity of warranties and
22 bonds.

23
24 CONTRACTOR AND SUBCONTRACTOR WORKER'S COMPENSATION INSURANCE:

25 *The Contractor is required to procure and maintain Worker's Compensation Insurance for their*
26 *employees. The Contractor shall require all Sub-Contractors similarly to provide Worker's*
27 *Compensation Insurance.* In case any class of employees engaged in work under this contract
28 is not protected or exempt under the Workers' Compensation Statute, the Contractors shall
29 provide and cause each Sub-Contractor to provide adequate employer's General Liability
30 Insurance for the protection of such of his employees that are not otherwise protected.

31
32 PERMITS & ORDINANCES: **Owner** to procure and pay for general construction permits (and
33 associated plan review) or certificates required by local authorities having jurisdiction over the
34 Work. Comply with all Federal, State, and Local ordinances applicable to the Work. Sub-
35 Contractors are responsible for obtaining and paying for permits or certificates required for their
36 work, such as electrical or plumbing permits.

37
38 CUTTING AND PATCHING: Cutting and patching work will be paid for by the Sub-Contractor
39 requiring the Work to the General Contractor. Does not apply to work not included in Contract.

40
41 TESTS: The **Owner** will pay for tests and inspections they feel necessary for quality assurance,
42 other than those normally required by Public Authorities or unless otherwise specified. The
43 Contractor shall, at his expense, furnish samples for all tests and deliver them to the Testing
44 Agency when and where directed by the Architect. Contractor will pay costs of failed tests and
45 superfluous trips made at the direction of the Contractor. Contractor remains responsible for
46 tests and inspections they feel necessary to provide quality control of their Work.

47
48 QUALITY CONTROL: The General Contractor will be responsible for Quality Control of their Work
49 and their subcontractor's Work through their Superintendent who shall continuously monitor the
50 Project.

51
52 LAYOUT CONTROL: Layout will be the Superintendent's responsibility.

53
54 GUARANTEES AND WARRANTIES: Contractor is to provide a (1) ONE YEAR guarantee/warranty on
55 all Work under this Contract. This date corresponds to one year after the substantial completion

1 date (OR issuance of Certificate of Final Acceptance if applicable) for each predetermined
2 phase as needed per project requirements. Throughout the Specifications, certain work or
3 materials will have longer warranty or guarantee periods; provide written warranties or
4 guarantees on these items before final payment.

5
6 TEMPORARY FACILITIES: By General Contractor (unless noted otherwise)

- 7
8 A. Water: Available on site as needed.
9 B. Power: Available on site as needed.
10 C. Toilet: Provide and maintain sanitary temporary exterior toilet where directed, ultimate
11 removal as directed.
12 D. Field Office: N/A.
13 E. Telephone: Superintendent's cell phone is sufficient.
14 F. Temporary Stairs, Ladders, Ramps, Runways and Scaffolding: Furnish and maintain, as
15 required by all trades. Assess others on basis of use. Such apparatus, equipment and
16 construction to meet requirements of labor laws OSHA and other State or Local laws.
17 G. Temporary Fire Protection: Contractor shall provide and maintain fire extinguishers, fire hoses
18 and other equipment necessary for fire protection during construction.
19 H. Construction Fencing & Traffic Control: Contractor's responsibility if they feel the need.
20 I. Protection of Work-In-Place: Work-in-place that is subject to injury because of operations,
21 weather, heat, cold, wind, etc. shall be covered, boarded-up or substantially enclosed with
22 adequate protection.
23 J. Dust Control: See Section 02 41 00 - Demolition for requirements.
24 K. Temporary Exit Facilities: This Work may block or otherwise interrupt existing exits which need
25 to be maintained at any time there is not active Work involving the exit path. Provide
26 smooth plywood ramps and/or steps with rails and cover as required to allow safe
27 emergency exiting to a point beyond the Work area. Maintain 44" minimum clear width and
28 design systems for 100 psf loading.
29

30 PROTECTION OF EXISTING GROUNDS: Provide and make use of landing pads, sheeting and other
31 support systems and materials to prevent damage and rutting existing landscaped areas and
32 walks and drives. Any such damage shall be fully repaired to the satisfaction of the Architect
33 and Owner, including grades, plant materials, sprinkler systems, and walks and drives. Any
34 landscape areas that will be without normal irrigation shall be communicated to the Owner by
35 the Contractor throughout the duration of construction and the Owner is primarily tasked with
36 sustaining the landscape areas as needed unless a different agreement is mutually determined
37 and processed.
38

39 CLEANING: Upon completion, the Contractor shall leave building in a clean condition including,
40 but not limited to, the following items:

- 41 A. Clean Project site, yard, and grounds, in areas disturbed by construction activities,
42 including landscape development areas, of rubbish, waster material, litter, and other
43 foreign substances.
44 B. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of
45 stains, films, and similar foreign substances. Avoid disturbing natural weathering of
46 exterior surfaces. Restore reflective surfaces to their original condition.
47 C. Leave Project clean and ready for occupancy.
48

49 PROJECT RECORD (AS-BUILT) DOCUMENTS:

50 The General Contractor will keep one set of drawings on the site to be used exclusively for
51 recording ANY changes made to the original drawings by all trades. These changes will be at
52 the time the changes are made by the trade making the change. This set of drawings will be
53 delivered to the Architect at completion of the project and before final payment is made.
54

- 55 A. Copies: Submit ONE set of marked up record documents and ONE digital copy of the

1 scanned record documents.

- 2 B. Preparation: Mark record documents to show the actual installation where installation
3 varies from that shown originally. Provide information as needed to relay the extents of
4 the variation.
- 5 a. Give particular attention to information on concealed elements that would be
6 difficult to identify or measure and record later.
 - 7 b. Record data as soon as possible after obtaining it.
 - 8 c. Record and check the markup before enclosing concealed installations.
- 9 C. Mark the Record Documents completely, accurately, and legibly. Use personnel
10 proficient at recording graphic information in production of mark-ups.
- 11 D. Mark Record Documents with erasable, red-colored pencil. Use other colors to
12 distinguish between changes for different categories of the Work at the same location.
- 13 E. Note Addenda, Alternate, CCD, RFI, RFP, Change Order, or similar identification
14 numbers, where applicable.
- 15 F. Submittal of Record Documents information that is incomplete, illegible, poorly organized
16 or information that is submitted on damaged, torn, smudged or unreadable copy will be
17 rejected with a request to resubmit.
- 18 G. Format: Organize in the same order as the original drawing set.
- 19

20 PROJECT MEETINGS:

21
22 PRE-CONSTRUCTION CONFERENCE: The Architect will schedule and conduct a pre-construction
23 meeting at the Project Site or other convenient location. Authorized representatives of the
24 Owner, Architect, and their consultants; the Contractor and his superintendent; major
25 subcontractors and suppliers; and other concerned parties shall attend. Participants shall be
26 familiar with the Project and authorized to conclude matters relating to the Work.

27
28 PRE-INSTALLATION CONFERENCES: The Contractor shall conduct pre-installation conferences at
29 the Project Site prior to each construction activity that requires coordination with other trades.
30 Subcontractors, manufacturer representatives and fabricators involved or affected by the
31 particular work shall attend the meeting. Notify the Architect of scheduled meetings.

32
33 WEEKLY PROGRESS MEETINGS: The Contractor's Superintendent shall conduct weekly progress
34 meetings with subcontractors, suppliers or other entities concerned with current progress or
35 involved in planning, coordination, or performance of future activities.

36
37 MONTHLY PROGRESS MEETINGS: The Architect will schedule and conduct monthly progress
38 meetings. The Owner, Contractor, and his Superintendent shall be represented at these
39 meetings. Meeting will review and correct or approve minutes of the previous meeting. Review
40 other items of significance that could affect progress. Include topics for discussion as
41 appropriate to the status of the Project.

42
43 CONTRACTOR'S CONSTRUCTION SCHEDULE:

44
45 CRITICAL PATH METHOD (CPM): A CPM schedule will be submitted to the Architect for review.
46 The schedule will be updated for current progress status with each Periodic Estimate for Partial
47 Payment. The original baseline schedule will be maintained and will not be altered except to
48 reflect changes in the baseline schedule authorized by Change Order. Any request for change
49 to the Contract performance time must be based on demonstrated effect of changes in the
50 Work on the Critical Path.

51
52 SUBSTANTIAL COMPLETION PROCEDURES:

- 53 A. Prepare and submit a list of items to be completed and/or corrected (Contractor's
54 Punch List). Indicate the monetary value of each item.
- 55 B. Complete the following submittals a minimum of TEN (10) days prior to requesting a

1 Substantial Completion walk-through:

- 2 a. Certificates of Release: Obtain and submit releases from Authorities having
3 jurisdiction permitting the Owner unrestricted use of the Work and access to
4 services and utilities. Include occupancy permits, operating certificates, and
5 similar releases.
6 b. Submit closeout submittals including project record drawings, operation and
7 maintenance manuals, and similar record information.
8 c. Submit closeout submittals including specific warranties, workmanship bonds,
9 maintenance service agreements, final certifications, and similar documents.
10 d. Submit maintenance material submittals including tools, spare parts, extra
11 materials, and similar items. Deliver to Owner.
12 e. Submit testing, adjusting, and balancing records if required.
13 f. Submit changeover information related to Owner's occupancy, use, operation,
14 and maintenance.
15 C. Complete the following procedures a minimum of TEN (10) days prior to requesting a
16 Substantial Completion walk-through:
17 a. Advise Owner of pending insurance changeover requirements.
18 b. Make final changeover of permanent locks and deliver keys to the Owner with a
19 finalized keying schedule. Advise Owner's personnel of changeover in security
20 provisions.
21 c. Complete startup and testing of systems and equipment.
22 d. Perform preventive maintenance on equipment utilized prior to Substantial
23 Completion.
24 e. Instruct Owner's personnel in operation, adjustment, and maintenance of
25 products, equipment, and systems.
26 f. Advise Owner of changeover in Utility services.
27 g. Participate with Owner in conducting inspection and walk-through with local
28 emergency responders.
29 h. Terminate and remove temporary facilities, mockups, construction tools, and
30 similar elements.
31 i. Complete final cleaning requirements.
32 j. Touch up paint and otherwise repair and restore marred exposed finishes to
33 eliminate visual defects.
34 D. When the above items near completion, notify Architect in writing of intended schedule
35 of substantial completion. The Architect, Owner, and Contractor will then coordinate a
36 "walkthrough" inspection, after which a generalized statement of work yet to be
37 completed will be issued by the Architect (Architect's Punch List).
38 E. The Architect will then determine whether work is SUBSTANTIALLY COMPLETE.
39 F. Upon determination that work is SUBSTANTIALLY COMPLETE, the Architect will prepare
40 and submit to the Owner and Contractor, for written approval, the following documents:
41 a. **AIA G704 - Certificate of Substantial Completion**, which shall:
42 i. Establish Date of Substantial Completion.
43 ii. State responsibilities of Owner and Contractor.
44 iii. Fix time within which items listed shall be completed.
45 b. **AIA G706 - Contractor's Affidavit of Payment of Debts and Claims**
46 c. **AIA G707 - Consent of Surety to Final Payment**

47
48 FINAL COMPLETION PROCEDURES:

- 49 A. Before requesting final inspection for determining final completion, complete the
50 following:
51 a. Submit a final Application for Payment.
52 b. Submit a signed/dated copy of the Architect's Punch List.
53 c. Submit evidence of final, continuing insurance coverage complying with
54 insurance requirements.
55 B. When the above items near completion, notify Architect in writing of intended schedule

- 1 of final completion. The Architect, Owner, and Contractor will then coordinate a final
2 "walkthrough" inspection.
3 C. Upon determination that work is COMPLETE, the Architect will process the final
4 Application for Payment.
5 D. Deficiencies in the Work, except major, which are found during or subsequent to the final
6 inspection by the Architect, will be corrected under the guarantee protection.
7

8 *END OF SECTION*

DIVISION 02 - EXISTING CONDITIONS

CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

AS-BUILT DRAWINGS: Per Section 01 00 00 - General Requirements.

EXISTING BUILDING DRAWINGS: Existing building drawings are available, but are not entirely accurate based on apparent changes during construction and subsequent, undocumented remodels. These will be made available as reference for those interested.

EXISTING BUILDING PHOTOS: Existing building photos will be made available as reference for those interested.

SCOPE: Complete Work as shown on the Drawings and as specified.

CONDITIONS AT SITE: Visit the site. Examine and note all conditions as to the character and extent of Work involved. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation. Maintain all benchmarks, control monuments, and stakes, whether newly established by Surveyor or previously existing. Protect from damage and dislocation. If necessary, to disturb existing benchmarks, re-establish in a safe place.

PERMITS & ORDINANCES: Procure and pay for all necessary permits or certificates required by local authorities having jurisdiction over the Work. Comply with all Federal, State and Local Laws. Check Supplemental Conditions and/or General Conditions to determine who is responsible for procuring the general construction permit.

COORDINATION: Cooperate and coordinate the Work with the various Sub-contractors whose work might be affected by operations.

ADJACENT PROPERTY: Restore any damage to adjacent properties, streets, and the like caused by operations of this Division to original condition without additional cost to the Owner.

TESTS AND INSPECTIONS: The **Owner** shall pay costs of laboratory tests/inspections directly to the Testing Agency.

EXISTING UTILITIES: Where existing utilities not shown on the Drawings are encountered: support, shore up, protect same and immediately notify Architect. Allow entrance, opportunity, and ample time for measures necessary for continuance and/or relocation of such services. Where noted on Drawings, cut and cap all street connections encountered in the excavating along curb line and mark location so they can subsequently be located and re-connected as required.

LAYOUT: Layout and Work under this Division shall be made by competent personnel experienced in surveying. If any discrepancies are found by Contractor between the Drawings and actual conditions at the site, Architect reserves right to make such minor adjustments in Work specified as necessary to accomplish the intent of the Contract Documents without increased cost to the Owner.

CLEAN-UP: Remove from the Site all rubbish, debris, etc. resulting from Work in this Division, except as otherwise specified above and per Section 01 00 00 - General Requirements.

END OF DIVISION

02 41 00 - Demolition

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 02 – EXISTING CONDITIONS

4
5 LOCATE CALL: In addition to requesting local utilities to locate underground utilities and per
6 MCA 69-4-501 to 502 the contractor is required by State Law to notify a One-Call location service
7 before all underground excavation. Notification must be received at least TWO (2) working days
8 prior to excavation. Call 1-800-424-5555.
9

10 DEMOLITION WORK: Refer to Drawings for specific Demolition Work.

11
12 ASBESTOS: Do not perform any demolition work until all known asbestos is removed by separate
13 contract. Owner to pay for all costs and the GC to coordinate work as needed.
14

15 NESHAP PERMIT: State of MT DEQ requires the Owner and Contractor to have areas being
16 remodeled or re-roofed inspected by a qualified asbestos contractor who will assist the Owner in
17 filing the NESHAP permit if any ACM is present. Owner will pay for all costs. A copy of any
18 current NESHAP Reports is located in the Appendix for reference only – it is not part of the
19 Contract documents.
20

21 PROTECTIONS: Execute all demolition Work in an orderly and careful manner with due
22 consideration for any existing structures, including any parts of the surrounding areas which are
23 to remain. Barricade and cover as necessary to protect pedestrians, workmen and adjacent
24 properties.
25

26 POLLUTION CONTROLS: Control as much as practical the spread of dust and dirt. Do not allow
27 adjacent buildings or properties to become soiled by demolition operations. Observe
28 environmental regulations. Do not allow water usage that results in freezing or flooding.
29

30 DISPOSAL: Promptly dispose of materials resulting from demolition operations. Do not allow
31 materials to accumulate on-site. Transport materials resulting from demolition operations and
32 legally dispose of off-site. Do not burn removed materials on-site.
33

EXECUTION:

- 34
35 A. Keep all through lanes and drives clean and clear at all times.
36 B. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks,
37 service lines and the like. Perform work in a systematic manner.
38

39 DUST CONTROL: General Contractor shall be responsible.
40

41 SALVAGE MATERIALS: Certain materials shall be carefully removed, protected and turned over
42 to Owner, or re-used as shown on Drawings. Store and protect in designated locations. Consult
43 with the Owner before removing any mechanical or electrical equipment not specifically noted
44 to be disposed of by the Contractor. Material not being re-used or being retained by the Owner
45 will become the property of the Contractor and is to be disposed of properly at their expense.
46 Salvage materials include but are not limited to the following:
47

- 48 A. Existing roof ballast to be stockpiled on site as directed by Owner.
49
50

END OF SECTION

DIVISION 06 - WOODS, PLASTICS, & COMPOSITES

CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

SCOPE: Supply and install complete wood and plastics work as shown on Drawings and as specified.

SHOP DRAWINGS: Per Section 01 00 00 - General Requirements. Submit shop drawings of all fabricated work at full size or large scale showing sizes, materials, grain run, methods of construction, connection to adjacent members and installation. Indicate all backing members for installation and all hardware.

SAMPLES: Submit per Section 01 00 00 - General Requirements, before fabrication, two (2) completely finished samples of all exposed work specified herein. Wherever possible, samples shall be 12" x 24".

GUARANTEE: Per Section 01 00 00 - General Requirements.

MEASUREMENTS: Verify all dimensions shown on Drawings by taking field measurements; proper fit and attachment of all parts is required.

COORDINATION: Coordinate with all other trades as required to complete Work to satisfaction of Architect.

DELIVERY AND STORAGE: Deliver and store all materials under protective cover and store within dry enclosed area.

STANDARDS: Following standards apply to Work of the Division except where more stringent requirements are specified herein:

- A. Architectural Woodwork Institute "Quality Standards"
- B. Western Wood Products Association Manual
- C. American Wood Preservers Association Specifications
- D. National Forest Products Association
- E. West Coast Lumber Inspection Bureau
- F. Douglas Fir Plywood Association
- G. California Redwood Association

WOOD BACKING: Provide all wood backing, furring, stripping or blocking indicated or required for installation and attachment of work of all other trades. Cut and frame all openings required by other trades. Structural members shall not be cut, notched, or drilled except as shown or noted on Drawings.

TERMITE CONTROL AND DECAY PREVENTION: Remove all wood, including form lumber, scrap lumber, shavings and sawdust in contact with ground. Leave no wood buried in any fill or backfill.

CLEAN-UP: Per Section 01 00 00 - General Requirements.

END OF DIVISION

1 **06 10 00 - Rough Carpentry**

2
3 GENERAL REQUIREMENTS: Per DIVISION 06 - WOODS, PLASTICS, & COMPOSITES

4
5 CONNECTIONS:

- 6 A. Nails: Bright common wire nails, galvanized for exterior work. Sub-drill where necessary
- 7 to avoid splitting.
- 8 B. Bolts: Drill bolt holes 1/32" larger than bolt diameter. Use square plate or malleable iron
- 9 washers under heads and nuts where they bear against wood. Re-tighten bolts
- 10 immediately prior to concealing with finish work. Re-tighten exposed bolts immediately
- 11 prior to final inspection.
- 12 C. Lag Screws and Screws: Subdrill, use square plate or malleable iron washer under lag
- 13 screw heads when they bear on wood.
- 14 D. Fabricated Connections:
 - 15 a. Sheet metal galvanized of size and type shown on Drawings.
 - 16 b. Structural Steel: ASTM A36. Welding by qualified welders in conformance with
 - 17 AWS.
 - 18 c. A304 or A316 Stainless Steel or G185 Galvanized coated connectors and
 - 19 fasteners rated for contact with treated lumber. Do not mix stainless steel
 - 20 fasteners with galvanized plate connections.

21
22 LUMBER SPECIES AND MATERIALS:

23 Framing Lumber: Hem-Fir or SPF graded as per Standard Grading and Dressing Rules of West
24 Coast Lumber Inspection Bureau or Western Wood Products Association and grade marked by
25 either. All sides surfaced. Grades as follows unless noted otherwise on plans:

26		
27	1x boards	"Appearance"
28	2x studs, sill plates, etc.	Hem Fir #2 & Better***
29	Other framing lumber, 2"-4" thick	Hem Fir #2 & Better***
30	Roof sheathing	Treated CDX 40/20 Exp. 1, Fir 5-Ply
31	Gypsum Sheathing	G-P Densglass , Type-X, 5/8"
32	Misc. blocking, bridging, etc.	"Utility"

33 *** Douglas Fir is preferred where/when more economical.

34
35 Treated Lumber, Sills, Plates, Wood Foundations:

36 Sill plates in contact with concrete must be manufactured from pressure treated lumber.

37
38 For Above Ground use/exposure the following minimum retentions are to be used:

- 39 0.25 pcf for ACQ, CCA-C & MCQ
- 40 0.20 pcf for CBA-A
- 41 0.10 pcf for CA-B

42 For Ground Contact use/exposure the following minimum retentions are to be used:

- 43 0.40 pcf for ACQ, CCA-C & MCQ
- 44 0.41 pcf for CBA-A
- 45 0.21 pcf for CA-B

46
47 **A304 or A316 Stainless steel, G-185 galvanized, or ceramic-coated fasteners must be used with**
48 **ACQ treated sill plates. If borate treated sill plates are used, special fasteners are not required.**

49
50 END CUT TREATMENT: For treated wood that has been cut, seal with **Wolman Woodlife**
51 **Coppercoat** by **RUST-OLEUM**. Also, use to seal un-treated framing or sheathing in contact with
52 concrete at exterior walls and footings.

53
54 *END OF SECTION*

DIVISION 07 - THERMAL & MOISTURE PROTECTION

1
2
3 CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.
4

5 SCOPE: Supply and install all thermal and moisture protection work as shown on Drawings and
6 as specified herein.
7

8 STANDARDS: Have all work done by applicators approved by the manufacturer of the materials
9 and installed in strict accordance with manufacturer's directions.
10

11 COORDINATION: Work closely with Sheet, Plumbing and Mechanical Contractors and any other
12 adjacent trades. Whenever the watertightness of the roof is dependent on the work of other
13 trades, assume full responsibility for the finished installation of the integrated assembly. Supervise
14 the sheet metal installer's work and all other adjacent trades as necessary to assure satisfactory
15 fabrication and watertight placement.
16

17 INSPECTION: Examine all subsurfaces to receive Work and report in writing to General
18 Contractor, with a copy to Architect, any conditions detrimental to Work. Failure to observe this
19 injunction constitutes a waiver to any subsequent claims to the contrary and holds the
20 Contractor responsible for any corrections Architect may require. Commencement of Work will
21 be construed as acceptance of all subsurfaces.
22

23 DELIVERY AND STORAGE: Deliver materials to job site in manufacturer's original unopened
24 packaging. Fully protect against wetness or damage while temporarily stored. Materials
25 designated for a specific application shall be the products of one manufacturer.
26

27 PREPARATION: Make all subsurfaces free from material projections, dust loose and foreign
28 materials and any other obstructions, presenting a smooth plane, ready for installation.
29

30 WEATHER: Conduct no waterproofing operations when water in any form is present on the
31 surface or when materials are damp, wet or likely to be wetted by the elements.
32

33 PROTECTION: Take precautions to protect all Work in this Division, both during and after
34 installation, from damage of any kind.
35

36 WATERSTOPPING: At the end of each day's work the work performed during that day shall be
37 sealed at the edges and well covered to prevent moisture from getting under the material.
38

39 CLEAN-UP: Per Section 01 00 00 - General Requirements.
40

41
END OF DIVISION

07 53 00 - Elastomeric Membrane Roofing

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

4
5 WARRANTY: The Roofing Contractor to provide written TWO (2) year guarantee on
6 workmanship, including 24 hour response to written notice by Owner of leak in roof system.

7
8 Also provide and pay for Manufacturer's **TWENTY-FIVE (25)** year "NDL" warranty including **90**
9 **mph** wind speed for the roof system.

10
11 Contractor to provide an inspection report from the manufacturer providing the warranty as
12 part of the project closeout.

13
14 DESIGN CERTIFICATION: The Roofing Contractor will provide written certification and evidence
15 to the Owner that the roof as installed meets UL certification for Class B fire rating and has been
16 designed to meet current IBC wind-speed requirements (115 mph Ultimate) for this location.
17 Provide this documentation with submittal information.

18
19 APPLICATORS: Upon award of Contract, provide written evidence that the Roofing Contractor is
20 licensed and certified by the manufacturer for installing the specified systems for the specified
21 warranty periods and that they have been with the roofing manufacturer for a minimum of
22 EIGHT (8) years. In addition, provide evidence that the lead Applicator is likewise certified by the
23 manufacturer for these systems and has a minimum of FIVE (5) years of experience in applying
24 membrane systems. Contractor to have NESHAP Contractor Supervisor 40-hour certificate
25 holder on site during any demolition.

PRE-JOB INSPECTION

26
27
28 When recovering an existing roofing system, the contractor is responsible to conduct an
29 inspection of the proposed job site roof conditions to determine the needed fastener type and
30 length, evaluate the
31 moisture content of the existing roofing system, and to note potential damaged areas to be
32 repaired prior to installation of the roofing system.

PULLOUT TESTS

- 33
34
35 A. Prior to fastener application, a pullout test should be performed in accordance with ANSI
36 FX1 to determine the deck's ability to hold the fastener and the type of fastener required
37 for optimum attachment. Fastener pullout tests must be conducted on the roof deck
38 with approved fasteners to verify the integrity of the deck and to establish fastening
39 patterns that meet the requirements of the manufacturer's specifications. Coordinate
40 with manufacturer's Engineering and Design Department.
- 41 B. It is the responsibility of the contractor to make sure pullout tests are performed on site.
42 The tests can be performed by either the fastener manufacturer or the authorized
43 contractor. The sections of decking where integrity is in question should be the locations
44 for the tests.
- 45 C. The pullout tests must be documented on a roof drawing showing the location and
46 pullout value of each test. In situations where new construction prevents on-site pullout
47 tests, a pre-assembled deck representing the proposed deck type should be
48 constructed and tested.
- 49 D. The number of pullout tests required will be as follows: perform a minimum of 10 tests for
50 up to 25,000 ft², and five additional pull tests for each additional 25,000 ft², or portion
51 thereof, on each project. Areas of low pullout results will require additional pullout tests.
- 52 E. It is the responsibility of the contractor to verify pullout values prior to installation.

53
54 PRE-APPLICATION REQUIREMENTS:

- 1 A. Review drawings and specifications with manufacturer to ensure that the materials are
- 2 properly used.
- 3 B. Provide Architect with copy of manufacturer "Job Approval Form" stating deck type,
- 4 wind speed and fastener spacing prior to beginning any Work.
- 5 C. Submit a report including any revised details to Architect. Any revised details, approved
- 6 by Architect, will be incorporated in the project at no additional cost to the Owner.
- 7 D. Notify Architect at least 48 hours prior to starting Work.
- 8 E. Roofing contractor is responsible for "total roof system" including UL rating, all sheet
- 9 metal flashing work, and compliance with ANSI/SPRI ES-1 roof edge standards.
- 10 F. The Roofing Contractor will purchase and maintain a copy of **The NRCA Roofing and**
- 11 **Waterproofing Manual, 5th Edition** and comply with their recommended details as a
- 12 minimum unless the roofing manufacturer's details have higher requirements.
- 13
- 14

15 MANUFACTURER'S SPECIFICATIONS: Manufacturer's specifications, drawings, component

16 information and material properties are herein considered a part of this document and it is the

17 responsibility of the roofing contractor to obtain the latest edition and comply with it.

18

19 APPLICATION: Regardless of the manufacturer's minimum requirements, the following special

20 applications will apply unless the manufacturer has higher requirements:

- 21 A. Apply in long sheets to eliminate end joints.
- 22 B. Wherever possible, apply sheets in shingle fashion to avoid water against seams.
- 23 C. When using 10' sheets, divide first sheet around perimeter into (3) "half-sheets" using two
- 24 continuous **RUSS** strips. Divide the field of the roof into (2) half-sheets using **RUSS strips** as
- 25 required to meet wind-speed design.
- 26 D. Install in strict conformance with manufacturer's specifications, details and instructions.
- 27 E. Roof edges designed and anchored to comply with ANSI/SPRI ES-1, current standard.
- 28

29 MATERIALS:

30

31 Membrane (White EPDM): **CARLISLE Sure-White 90 mil white**, fully adhered, non-reinforced EPDM

32 system. Other approved manufacturers and membrane systems:

- 33 A. **ELEVATE EcoWhite EPDM**
- 34 B. **MULE-HIDE PRODUCTS White-on-Black EPDM Membrane**
- 35 C. **VERSICO Versigard White EPDM**
- 36

37 Membrane (Contractor Option): **CARLISLE FleeceBACK RL EPDM w/ Sure-White 60 mil white (115**

38 **mil overall)**, mechanically adhered, non-reinforced EPDM system as option.

39

40 Crickets: Locations shown on plan are schematic only, Contractor to field verify and install

41 crickets as needed to provide for proper drainage.

42

43 Poly Vapor Barrier (Over Concrete Deck): Equal to **CARLISLE VapAir Seal 725TR** 40 mil poly vapor

44 barrier system installed over concrete roof deck and extended to top edge of final roof

45 insulation depth. Install per manufacturer's requirements and specifications.

46

47 Fasteners: For traditional mechanical fastening; as recommended and approved by

48 manufacturer for specific decks, wind speed and conditions shown on drawings. Under no

49 circumstances will fasteners exceed 12" o.c. The manufacturer should be involved in

50 determining the fastening requirements. Typically, ASCE 7 will be the minimum used to determine

51 the fastening requirements.

52

53 Insulation: Polyisocyanurate roof insulation with ASTM D1621 20 psi minimum compressive

54 strength and ASTM D1622 2# density, approved by manufacturer for inclusion in rated and

1 warranted system meeting PIMA Technical Bulletin 101 conditioned R-value. Insulation boards to
2 be installed in a minimum of two layers in thickness shown with joints off-set.

3
4 Polyiso Recovery Board: Equal to **CARLISLE SecurShield HD Polyiso** R 2.5, 100 psi compressive
5 strength, SH-1 hail rated, UL 790, FM 4450 & 4470, glass faced, 4.5# density polyiso board. Install
6 as required and as approved for inclusion in manufacturer's warranted system.

7
8 Conduit Supports: Equal to **DURA-BLOK Pipe Support Block DB10**. Provide (10) and space as
9 needed to suspend existing/future conduit or piping above the new roof.

10
11 Walk-Pads: Equal to **CARLISLE Molded Walkway Pads** or **CARLISLE Molded Walkway Rolls**
12 provided where shown on drawings AND at top and bottom landings of all ladders, roof hatches
13 or other normal access areas. Adhere to membrane as required by manufacturer.

14
15 Pre-finished metal flashing: See 07 60 00 - Flashing & Sheet Metal.

16
17 Caulking and Sealants: Only as approved by manufacturer for roof system.

18
19 REMOVAL OF EXISTING ROOFS:

- 20 A. Remove existing roof, flashings, pitch pans, counter-flashings, etc. down to existing
21 structural deck. Use covered trash chute to convey material to ground, do not throw or
22 drop material from roof.
- 23 B. Remove roof top units and ventilators, cleaning curbs before re-installation. Raise all
24 curbs to a minimum height of 12" above new roof. Use only treated wood or metal to
25 raise curbs.
- 26 C. Remove soil vent flashings and extend pipes minimum of 12" above new roof using
27 matching pipe and securely couple.
- 28 D. Replace any existing deteriorated wood blocking with new treated blocking as an extra
29 to this contract.
- 30 E. Existing roof deck to be inspected by Architect and any damaged or deteriorated deck
31 is to be repaired or replaced as an extra to this contract except for damage caused by
32 this operation which is to be repaired at no cost to the Owner.
- 33 F. Install new roof over existing deck after inspection by Architect in strict accordance with
34 manufacturer's specifications and as specified above.

35
36 OTHER WORK FOR EXISTING ROOFS:

- 37 A. DIVISION 22: Extend all existing plumbing vent piping to be at least 12" above finished
38 roof surface. Work to include all miscellaneous incidental items necessary for complete
39 and successful operation of all mechanical systems.
- 40 B. DIVISION 23: Extend and modify existing HVAC penetrations to allow for new raised curb
41 heights as shown on the Drawings and specified herein. Work to include all
42 miscellaneous incidental items necessary for complete and successful operation of all
43 mechanical systems.
- 44 C. DIVISION 26: Extend and modify existing wiring (power/control/data/cable) to allow for
45 new raised curb heights as shown on the Drawings and specified herein. Work to include
46 all miscellaneous incidental items necessary for complete and successful operation of all
47 existing systems.
- 48 D. All above work is to be done by a licensed subcontractor in strict compliance with
49 current, applicable Code requirements and good trade practices. Subcontractors are
50 responsible for obtaining and paying for necessary permits.

51
52 *END OF SECTION*

07 60 00 - Flashing & Sheet Metal

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

4
5 GUARANTEE: Per Section 01 00 00 - General Requirements, furnish a written guarantee that all
6 sheet metal work is unconditionally guaranteed to be watertight and free of defects for a period
7 of TWO (2) years, or for the same period as the roof guarantee, whichever is greater.

8
9 WORK INCLUDED: Provide flashing and sheet metal not specifically described in other sections
10 but required to prevent penetration of water through the exterior shell of the building and as
11 indicated on the Drawings, as specified herein, and as needed for a complete and proper
12 installation.

13
14 QUALITY ASSURANCE: Use adequate numbers of skilled workmen with at least THREE (3) years of
15 experience in the necessary crafts and who are completely familiar with the methods needed
16 for proper performance of the Work of this Section. In addition to complying with pertinent
17 codes and regulations, comply with recommendations contained in current edition of
18 "Architectural Sheet Metal Manual" published by the Sheet Metal and Air-conditioning
19 Contractors Association (SMACNA). Where copper is used, also comply with details and
20 recommendations of Copper Development Association (CDA) "Copper Brass Bronze Design
21 Handbooks".

MATERIALS:

22
23
24
25 Pre-finished metal flashing: Form from 24 ga., 20 year, pre-finished aluminized sheet steel equal
26 to **METAL SALES PVDF** fluorocarbon (**Kynar 500/Hylar 5000**) finish. Use concealed "S" clips to join
27 fascia lengths. **Backside of flat stock to be a matching color wherever exposed/visible when**
28 **construction is complete.**

29
30 Tape Sealant: Mastic for side laps, end laps and flashing to be butyl rubber, pressure sensitive
31 tape mastic. The sealer will be non-asphaltic, non-shrinking, non-drying and non-toxic; and shall
32 have superior adhesion to metals, plastics and painted surfaces at all temperatures.

33
34 Flashing: Unless noted otherwise, provide a standard pre-finished aluminum flashing across the
35 head of all window frames, door frames, wall louvers/vents, materials transitions, or similar wall
36 penetrations.

37
38 Seamless Gutter System: Provide standard 5" seamless aluminum gutter and downspout system
39 with 48" hinged downspout leaders. Color as selected from standard.

40
41 Roof Edges: Roof edges designed and anchored to comply with ANSI/SPRI ES-1, current
42 standard.

43
44 Roof Jacks: **ITW Buildex Dektite** aluminum and EPDM pipe flashing or approved equal. Set
45 flashings with double strips of **SIKA SikaLastomer - 65** tape and screw to panels at 1" centers.
46 Use High Temperature rated jacks on heat vents. Coordinate penetration locations with
47 subcontractors to avoid cutting ribs wherever possible.

EXECUTION:

48
49
50
51 General: Flashings and counter-flashings shall be installed at the junction of roofs with vertical
52 surfaces and at all points as shown or necessary to make the building watertight. Counter-
53 flashing will be installed as roofing work is done. Counter-flashing shall extend down to the
54 intersection of roofing with wall and shall be lapped well at joints and around corners.

1
2 Weatherproofing: Where seams are required to be waterproof use single lock seams minimum
3 1/2" wide sweated full of solder. Where lap seams are not soldered, lap according to pitch, but
4 in no case less than 3". Make flat and lap seams in the direction of flow.

5
6 Fabrication: Fabricate sheet metal flashing to shapes and sizes detailed, allowing sufficient
7 material for up-standing leg. Make surfaces free of waves and buckles, with lines, arises, and
8 angles sharp and true. Form in strict accordance with Drawings and notes. No raw, exposed
9 edges permitted, turn exposed edges back 1/2".

10
11 Joints: Join parts with rivets or sheet metal screws where necessary for strength and stiffness.
12 Provide suitable watertight expansion joints for runs of more than 40', except where closer
13 spacing is indicated on drawings.

14
15 Nailing: Whenever possible, secure metal by means of concealed clips or cleats, without nailing
16 through exterior metal. In general space nails, rivets, and screws not more than 8" apart and,
17 where exposed to the weather use rubber washers.

18
19 Tests: Upon request of the Architect, demonstrate by hose or standing water that the flashing
20 and sheet metal are completely watertight.

21
22 *END OF SECTION*

1 **07 90 00 - Joint Protection**

2
3 GENERAL REQUIREMENTS: Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

4
5 GUARANTEE: Per Section 01 00 00 - General Requirements, Work guaranteed for a period of FIVE
6 years.

7
8 MATERIALS:

9
10 Sealant: Utilize roofing manufacturer's recommended products and install per their
11 requirements.

12
13 Butyl Sealant: **TREMCO General Purpose Butyl Sealant.** ASTM C1311, butyl or polyisobutylene,
14 single component, nondrying, non-skinning, non-curing. Use for sealing gutters, downspouts, and
15 other metal flashings and trims on roof.

16
17 Butyl-Tape: Extruded polyisobutylene tape **SIKA SikaLastomer-95** or equal. Use to seal all
18 building trim/flashing laps and any curb penetrations through metal roof panels.

19
20 APPLICATION:

- 21 A. Apply only to clean and dry surfaces, using a primers and cleaning agents as
22 recommended by the manufacturer for the material being sealed.
23 B. All caulked joints are to have a smooth tooled "concave" surface (as described above).
24 Irregular, flat or convex joints will be rejected.
25 C. All joints greater than 3/8" wide will be backed with a round poly rod to form a double
26 concave shape sealant joint.

27
28 *END OF SECTION*

DIVISION 08 - OPENINGS

1
2
3 CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

4
5 SCOPE: Supply and install all doors and windows as shown on Drawings and as specified herein.

6
7 SHOP DRAWINGS: Per Section 01 00 00 - General Requirements, submit the required sets of
8 complete construction and erection details.

9
10 CODES: Comply with applicable Fire and Building Codes and Underwriters' Laboratories, Inc.
11 "Building Materials List".

12
13 GUARANTEE: Per Section 01 00 00 - General Requirements, guarantee all Work in this Division for
14 TWO (2) years.

15
16 MEASUREMENTS: Verify all dimensions by taking field measurements; proper fit and attachment
17 to adjoining Work is required.

18
19 COORDINATION: Coordinate Work and scheduling with other trades.

20
21 INSPECTION: Prior to installation, inspect all surfaces to which doors and windows must be fitted.
22 Report any detrimental conditions to the Architect in writing. Failure to observe this injunction
23 constitutes a waiver to any subsequent claims and holds Contractor responsible for any
24 corrections the Architect may require.

25
26 DELIVERY AND STORAGE: Deliver and store materials in a protected area. Cover materials as
27 required to prevent dust accumulation and damage to finish. Replace damaged or defective
28 items at no cost to Owner.

29
30 CLEAN-UP: Per Section 01 00 00 - General Requirements.

31
32 *END OF DIVISION*

08 62 00 - Unit Skylights

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 08 – OPENINGS

4
5 UNIT SKYLIGHTS:

- 6
7 A. Manufacturer: Equal to **VELUX COMMERCIAL Traditional Domed Units**. Provide (4) **Double**
8 **Dome Curb Mount Skylights (CMT2-XXXX-P1P1)**, with **Clear Polycarbonate** inner and
9 outer domes, **Mill Finish** aluminum retainer frame. Contractor to verify curb dimensions
10 before ordering and include with manufacturer's interior safety screens.
11 B. Installation: Install skylights plumb and true, fully secured, in strict accordance with
12 manufacturer's literature. Extra caution must be exercised when temperatures drop
13 below freezing. Protect from damage by other trades until finish work is completed.
14 C. Exterior Finishing: Water-seal skylight perimeter to membrane roof system as required by
15 membrane manufacturer to maintain roof warranty.
16 D. Cleaning: Per 01 00 00 - General Requirements.
17 E. Insulation: Foam rough opening cracks over 1/4" and caulk cracks less than 1/4" before
18 installing finish trim.
19

20 APPROVED MANUFACTURERS: As noted above; Provide information prior to Bid for approval by
21 Architect for alternate manufacturers/systems.
22

23
END OF SECTION

DIVISION 09 - FINISHES

1
2
3 CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

4
5 SCOPE: Supply and install all Finish Work as shown on Drawings and as specified herein.

6
7 MEASUREMENTS: Verify all dimensions shown on Drawings by taking field measurements; proper
8 fit and fastening of all components is required.

9
10 GUARANTEE: Per Section 01 00 00 - General Requirements.

11
12 COORDINATION: In all Work under this Division, coordinate with all other Trades whose work
13 connects with, is affected or concealed by Finish Work. Before proceeding, make certain all
14 required inspections have been made.

15
16 INSPECTION: Inspect surfaces to receive finishes before starting Work and do not start until
17 surfaces are acceptable. Starting Work under this Division implies acceptance of surfaces.

18
19 DELIVERY AND STORAGE: Deliver all manufactured materials in original packages bearing
20 manufacturer's name and brand. Use only one brand of each material throughout job. Store
21 materials in a dry place.

22
23 STANDARDS: Comply with all applicable requirements of the following codes and references,
24 latest edition, except where more stringent requirements are called for herein or by local codes:

- 25 A. U.S.G. Red Book of Lathing & Plastering.
26 B. U.S.G. Drywall Construction Handbook.
27 C. The Council of America - Tile Handbook.
28 D. National Terrazzo and Mosaic Association - Terrazzo Specifications and Technical Data.
29 E. Acoustical Materials Association - Architectural Acoustical Materials.
30 F. Painting and Decorating Contractors of America Manual.
31 G. Gypsum Association Fire Resistance Design Manual, latest edition.

32
33 INSTALLER: Perform all Work herein by experienced applicators or installers with a minimum of
34 FIVE (5) years of experience in the trade.

35
36 CLEAN-UP: Per Section 01 00 00 - General Requirements, remove all excess material, equipment
37 and debris; dispose of away from premises. Leave Work in clean condition.

38
39 *END OF DIVISION*

09 90 00 - Painting & Coating

1
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3
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11

GENERAL REQUIREMENTS: Per DIVISION 09 – FINISHES

MISCELLANEOUS PAINT ITEMS: Include painting of the following items, unless specifically noted pre-finished: Exterior PVC – plumbing vents & exposed pipes and plastic conduits; Exterior exposed iron piping. Paint is to match adjacent surfaces.

MATERIALS: Provide commercial quality painting systems.

END OF SECTION

APPENDIX A

NESHAP REPORT



NESHAP Asbestos Impact Inspection

Property:

**Miles City Water Plant Reroof
67 Water Plant Rd
Miles City, MT**

This Report Prepared for:

SDI Architects + Design

Report Prepared by:

Ingraham Environmental Inc.

PO Box 545 – 606 Utah Avenue

Butte, MT 59703-0545

IEI Project Number & Inspector:

IEI-26093

Marc Ingraham – MTA-2700 Exp 1/29/2027

Inspection Date:

April 16, 2026



April 30, 2026

Brandon Janshen contracted with Ingraham Environmental Inc. (IEI) to perform a NESHAP asbestos identification inspection of suspect materials in the scope of renovation of the roof at the Miles City Water Plant, 67 Water Plant Rd, in Miles City, MT.

The purpose of the identification inspection was to identify materials that may need to be abated prior to the renovation of the structure pursuant to the NESHAP requirements (40 CFR 61 Subpart M).

These regulations require the owner to have the facility inspected for the presence of asbestos containing materials (ACM) prior to construction, renovation or demolition projects and provide the information obtained to all contactors, sub-contractors and/or employees involved. The State of Montana requires that the inspection be performed by a Montana accredited inspector. Below you will find the scope, date of the inspection and the accreditation of the inspector.

Inspection Date: April 16, 2026

Primary Inspector Name: Marc Ingraham
Montana Accreditation Number: MTA 2700-IN
Expiration Date: January 29, 2027



Asbestos Regulatory Background

The intent of the inspection was to identify suspect materials, assume that materials contain asbestos, collect samples of materials to determine if they are ACM and assess the friability of these materials. Materials that were assumed to contain asbestos or that were identified as containing greater than 1% asbestos were categorized as a regulated asbestos containing material (RACM), Category I Non-friable ACM or Category II Non-friable ACM based on the type and the condition of the material.

The National Emissions Standards for Hazardous Air Pollutants (40 CFR Part 61) defines the three categories.

RACMs are:

- ***Friable asbestos materials***
- ***Category 1 & 2 non-friable materials which have become friable***
- ***Category 2 non-friable ACM that will or has been subjected to sanding grinding, cutting or abrading***
- ***Category 2 non-friable ACM that has a high probability of becoming or has become friable by the forces expected to act upon them in the course of demolition or renovation***

Category 1 non-friable materials include gaskets, packings, resilient floor coverings and asphalt roofing products containing more than 1% asbestos.

Category 2 non-friable materials are all non-friable materials not included in Category 1.

This asbestos inspection was limited to materials that were readily accessible. The inspection did not include extensive demolition of walls, ceilings, subsurface materials or similarly enclosed or encased building components or equipment, particularly floor to floor pipe chases.

Homogeneous materials are materials that are considered consistent throughout an area of the building based on the material's appearance, including texture size and color, manufacturers' labels and or construction era.

Asbestos Containing Building Materials (ACBMs) are placed into one of three general material categories which include surfacing materials, thermal system insulation, and miscellaneous materials. Surfacing materials are spray or trowel applied materials such as plasters, acoustical, or texturing products. Thermal system insulation materials are associated with HVAC systems and include pipe, boiler, tank insulation, duct insulation, seam tape, pipe insulation, and chimney or flue insulation. The final category is the miscellaneous materials which is any material that does not fall into one of the two prior categories. These include, but are not limited to: floor finishes, adhesives, cement asbestos boards, gypsum wall board, ceiling tiles, and window glazing.

After the category of building material is assessed, the condition is determined. Materials are divided into two condition categories: friable and non-friable. This describes the materials potential to release asbestos fibers. 17.74.352 defines friable asbestos containing materials as any material containing more than 1% asbestos applied on ceilings, walls, structural members, piping, ducting, or any other part of a structure which when dry may be crumbled, pulverized, or reduced to powder by hand pressure. This also includes non-friable material that may become damaged through such actions as sawing, grinding, abrading or chipping and may become friable and release fibers.

In accordance with state and EPA regulations, any material which tests at less than 1% asbestos is not regulated by the state of Montana or the EPA. However, the State of Montana, by EPA reference, requires that any material less than 10% asbestos be confirmed by EPA 600 Method 400 or 1000 Point Count. **OSHA safety regulations still apply no matter the asbestos content.**

Scope of the Limited Inspection

The scope of the inspection included all suspect roofing materials. Inspected materials include all materials on the attached chain of custody and in the assumed and non-suspect material sections below.

Assumed Asbestos Materials

No materials were assumed to contain asbestos. ACP regulations require any material without current testing to be assumed to contain asbestos.

Non-Suspect Materials

Non-suspect materials include non-composite wood, metal, and glass materials. If they are not listed on the attached chain of custody, and are not 100% wood, metal, or glass, they must be inspected further. Please contact Ingraham Environmental for more information on any materials not inspected.

Sampling of Suspect Materials

Testing of the suspect materials that were not assumed to contain asbestos was completed in accordance with state and federal regulation on the date above by Marc Ingraham. These samples were sent to CEI Laboratories to be analyzed by Polarized Light Microscopy (PLM) EPA 600 Method. The report of those samples is attached.

Nine (9) samples (11 Layers) were collected from the area of the survey. No samples tested positive for asbestos.

Please provide this report information to your contractor.
If they should discover a material that was not readily accessible to the inspector, or a material which is not indicated as inspected and sampled in this report, they should contact IEI for further testing.

Summary & Recommendations

When evaluating the materials listed in the table below, please remember that all homogenous materials (materials with the same manufacturing period, with similar size, shape, texture, color and install date) must be considered in the same manner. *For example, an asbestos containing tile tested in one location in the building to greater than 1%. If this same tile is found in another area in the building, then it too must be considered an asbestos containing material.*

Summary information for the asbestos containing materials identified and general response action recommendations, based on the inspector's understanding that this facility roof is intended for renovation, are below.

The following materials on the Water plant roof were found to contain **NO ASBESTOS**. The table below summarizes the materials:

<i>Sample #</i>	<i>Material</i>	<i>Location</i>	<i>Current State</i>	<i>Response Action</i>
1	Black Tar	Roof	NONE DETECTED	NONE
1-3	Grey Concrete	Roof	NONE DETECTED	NONE
4-6	Black Tar Paper	Roof	NONE DETECTED	NONE
6	Brown Insulation	Roof	NONE DETECTED	NONE
7, 9	Roofing Felt	Roof	NONE DETECTED	NONE
7, 9	Yellow Grey Foam	Roof	NONE DETECTED	NONE
8	Black Membrane Material	Roof	NONE DETECTED	NONE

No suspect asbestos containing materials were discovered during the scope of this inspection. Please refer to the “Scope of Inspection” sampling to ensure that no materials are impacted that have not been tested according to state and federal regulations.

All Categories

Again, when evaluating the materials listed in the table above, please remember that all homogenous materials (materials with the same manufacturing period, with similar size, shape, texture, color and install date) must be considered in the same manner. *For example, any asbestos containing tile tested in one location in the building is found to be greater than 1%. If this same type of tile is found in another area in the building, then it too, must be considered asbestos containing.*

Until the time of renovation or abatement, avoid disturbing all asbestos materials. Properly inform all contractors and other employees of the risks associated with these materials. All waste must be properly disposed of according to state and federal regulations.

These recommendations are not intended to be used as removal specifications. It is the owner’s responsibility to provide specific response action information to the proper regulatory agencies including the Montana DEQ. These specific regulated response actions should be completed by an accredited State of Montana Project Designer prior to any renovation project.

Non-regulated projects do not require notification or permitting but do require OSHA competent person(s) to oversee the work. It is also the responsibility of the owner to ensure compliance with all Federal and State regulations, statutes, rules, and codes.

Please keep this inspection report on site for all renovation or demolition activities covered by this report. Non-regulated projects and renovation do not require notifications. However, demolitions and regulated abatements require DEQ Asbestos Control Program Notification which must be submitted 10 days in advance of the work being conducted. Please contact IEI for more information on completing the required notifications in a timely manner.

Conclusion

Marc Ingraham and Ingraham Environmental Inc. certify this inspection to be comprehensive and in substantial compliance with the requirements of NESHAP and State of Montana Regulations.

During the inspection process the inspector is required to assess the current condition of ACM and determine its potential for disturbance based on foreseeable renovation and/or demolition. There is no precise method to determine these factors. The inspector must rely on judgment and experience. When asked to predict and speculate future condition when determining the potential for disturbance, they will err on the side of public safety and shall choose the category that will provide the highest degree of protection from potential exposure to asbestos fibers. The provided recommendations and response actions are offered to provide the client with general guidelines on how to proceed with the scheduled renovations and/or demolition activities. This report is not intended to be used as a design document as is required for an asbestos removal project.

Marc Ingraham and Ingraham Environmental Inc. shall not be held responsible for information prepared by others, and for non-identification of asbestos containing materials which:

- Are not common to the construction industry
- Require destructive testing, extensive demolition, or disassembly of equipment to access
- Are in areas that were not safely accessible to the inspector.

Marc Ingraham and Ingraham Environmental Inc. shall not be held responsible for changed or differing site conditions which may have occurred since the performance of the inspection and shall not be held responsible for the client's use of this report in determining the renovation or demolition requirements to comply with state and federal regulations. Asbestos assessment and identification is representative of the day that the inspection was performed. Should you have any additional questions, concerns or clarifications on this report or the inspection, please feel free to contact our offices at your earliest convenience.

Respectfully,



Douglas Ingraham
Ingraham Environmental Inc.

Ingraham Environmental Project Drawing

Project # 26093

Miles City Water Plant Reroof

67 Water Plant Rd, Miles City, MT

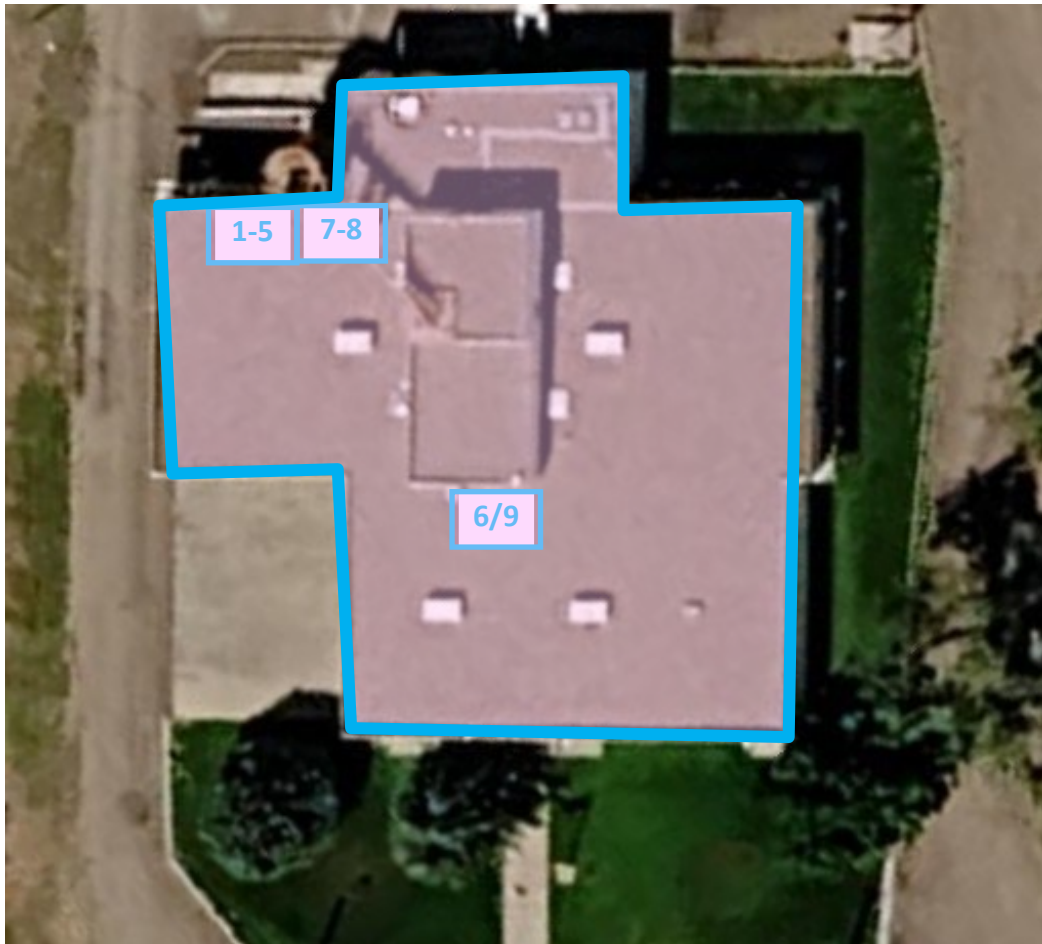


* Denotes Sample Location



* Denotes Sample ACBM Location

N



SAMPLE IDENTIFICATION**Chain of Custody**

Inspector:	Marc Ingraham	MTA#	2700	Exp	1/29/2027
------------	----------------------	------	-------------	-----	------------------

Ingraham Environmental Inc.
PO Box 545

Butte MT 59703-0545

1-406-723-7885

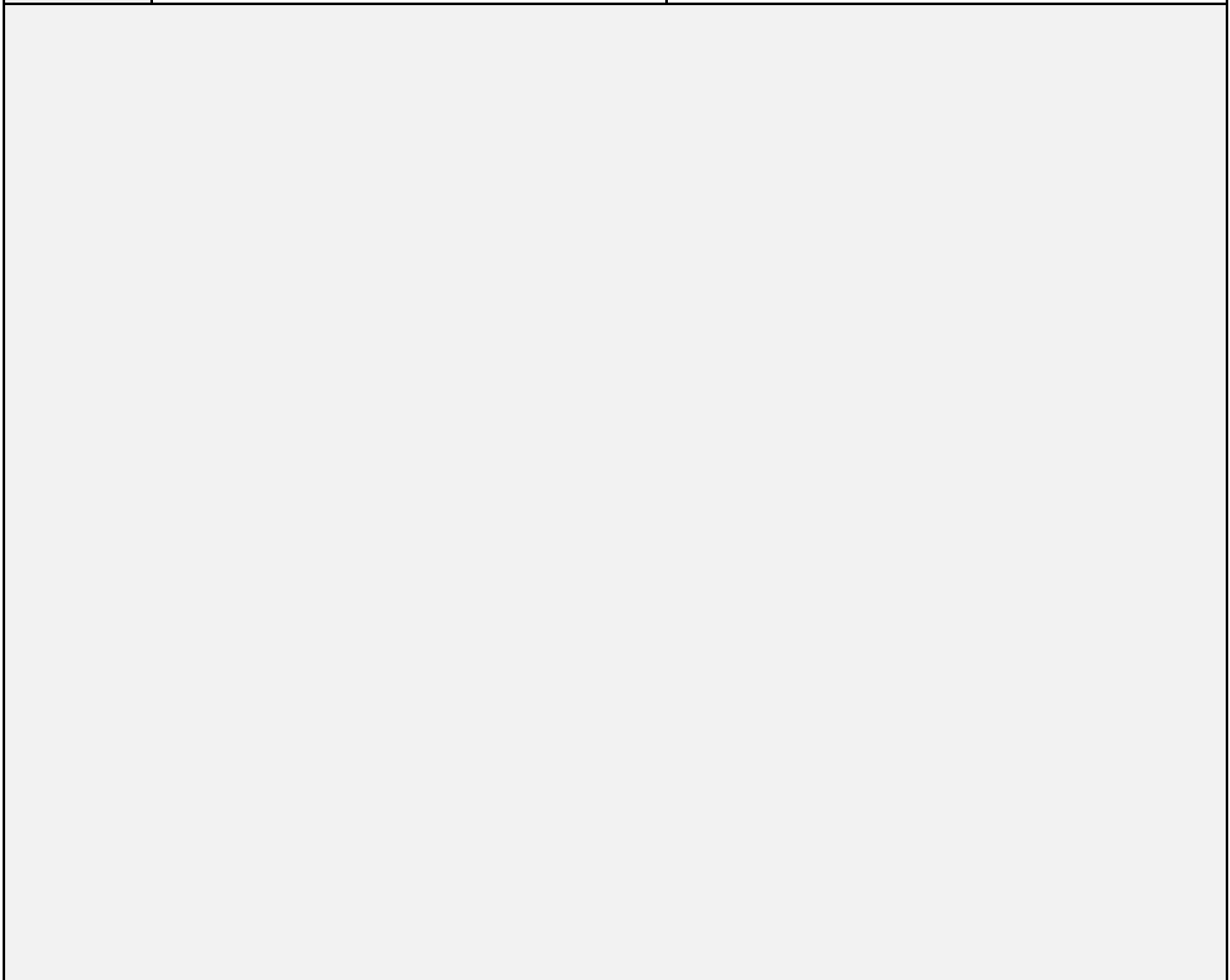
Fax

406-723-7886

Inspection Date: **4/16/26**



Project Number:	26093	MCWTP Roof	
		67 Water Plant Rd, Miles City, MT	
SAMPLE	Description	Asbestos Content	
1	Grey Concrete & Black Tar	NONE DETECTED	
2	Grey Concrete	NONE DETECTED	
3	Grey Concrete	NONE DETECTED	
4	Black Roofing Materials	NONE DETECTED	
5	Black Roofing Materials	NONE DETECTED	
6	Black Roofing Materials & Brown Insulation	NONE DETECTED	
7	Yellow Grey Foam & Felt	NONE DETECTED	
8	Black Membrane Material	NONE DETECTED	
9	Yellow Grey Foam & Felt	NONE DETECTED	



April 23, 2026

Heatherlynn Meeks
Ingraham Environmental, Inc.
PO Box 545
Butte, MT 59703-0545

CLIENT PROJECT: Miles City WTP
LAB CODE: 743564-1

Dear Heatherlynn,

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on 04/20/26. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA 40 CFR Appendix E to Subpart E of Part 763: Interim Method of the Determination of Asbestos in Bulk Insulation Samples.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% by calibrated visual estimate.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Kamila Reichert,
Laboratory Director

NVLAP 101768-0



Built Environment Testing

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Ingraham Environmental, Inc.

CLIENT PROJECT:	Miles City WTP
LAB CODE:	743564-1
TEST METHOD:	EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763
REPORT DATE:	04/23/26
TOTAL SAMPLES ANALYZED:	9
# SAMPLES >1% ASBESTOS:	0
TOTAL LAYERS ANALYZED:	11

Project: Miles City WTP

Lab Code: 743564-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
1	4354781	Layer A	Gray concrete	None Detected
		Layer B	Black tar	None Detected
2	4354782		Gray concrete	None Detected
3	4354783		Gray concrete	None Detected
4	4354784		Black roofing	None Detected
5	4354785		Black roofing	None Detected
6	4354786	Layer A	Black roofing	None Detected
		Layer B	Brown insulation	None Detected
7	4354787		Yellow/gray foam & felt	None Detected
8	4354788		Black membrane material	None Detected
9	4354789		Yellow/gray foam & felt	None Detected

Client: Ingraham Environmental, Inc.
PO Box 545
Butte, MT 59703-0545

Lab Code: 743564-1
Date Received: 04/20/26
Date Analyzed: 04/23/26
Date Reported: 04/23/26

Project: Miles City WTP

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
1 Layer A 4354781	Concrete	Homogeneous	10%	Silica	None Detected		
		Gray	35%	Vermiculite			
		Non-Fibrous Bound	55%	Binder			

Layer B 4354781	Tar	Homogeneous	100%	Tar	None Detected		
		Black Non-Fibrous Bound					
2 4354782	Concrete	Heterogeneous	90%	Silica	None Detected		
		Gray	10%	Binder			
		Non-Fibrous Bound					
3 4354783	Concrete	Heterogeneous	90%	Silica	None Detected		
		Gray	10%	Binder			
		Non-Fibrous Bound					
4 4354784	Roofing	Heterogeneous	40%	Cellulose	60%	Tar	None Detected
		Black Fibrous Bound					
5 4354785	Roofing	Heterogeneous	40%	Cellulose	60%	Tar	None Detected
		Black Fibrous Bound					

Client: Ingraham Environmental, Inc.
 PO Box 545
 Butte, MT 59703-0545

Lab Code: 743564-1
Date Received: 04/20/26
Date Analyzed: 04/23/26
Date Reported: 04/23/26

Project: Miles City WTP

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
6 Layer A 4354786	Roofing	Heterogeneous	40%	Cellulose	60%	Tar	None Detected
		Black Fibrous Bound					

Layer B 4354786	Insulation	Homogeneous	90%	Cellulose	10%	Perlite	None Detected
		Brown Fibrous Loosely Bound					
7 4354787	Foam & Felt	Heterogeneous	15%	Cellulose	85%	Foam	None Detected
		Yellow/gray Fibrous Loosely Bound	<1%	Glass			
8 4354788	Membrane Material	Homogeneous			90%	Rubber	None Detected
		Black Non-Fibrous Bound			10%	Binder	
No foam present, sample appears to be a rubber membrane material.							
9 4354789	Foam & Felt	Heterogeneous	15%	Cellulose	85%	Foam	None Detected
		Yellow/gray Fibrous Loosely Bound	<1%	Glass			

LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763**REPORTING LIMIT:** 1% by calibrated visual estimation**REGULATORY LIMIT:** 1%

Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

Eurofins Built Environment Testing East, LLC makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins Built Environment Testing East, LLC. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.


Information provided by customer includes customer sample ID and sample description.



Samantha Webster
Analyst

DATA QA:

Scott Minyard
4/23/2026

APPROVED BY:

Kamila Reichert,
Laboratory Director



Asbestos Inspection Report - Report Summary

Ingraham Environmental Inc.

PO Box 545, MT 59703-0545 dcrew@ieimt.com

PROJECT SITE INFORMATION

IEI PROJECT No.

26093

Was **Regulated** ACM present at the time of Survey?


NO

Location Name:	Miles City Water Treatment Plant roof
Location Address:	67 Water Palnt Rd
Location City, ST ZIP:	Miles City, MT

Inspection Date:	Thursday, April 16, 2026
Scope of Inspection:	Pre-Renovation Asbestos Inspection
Inspection Report Date:	Thursday, April 30, 2026

Scope of Work:	Commercial Renovation
----------------	-----------------------

Primary Inspector Name:	Marc Ingraham
Primary Inspector Accreditation:	MTA-2700
Primary Inspector Expiration Date:	Friday, January 29, 2027

Primary Inspector Signature	
-----------------------------	--

Please See Report for Details of materials and locations.

Customer/Report Copy



Asbestos Inspection Report - Report Summary

Ingraham Environmental Inc.

PO Box 545, MT 59703-0545 dcrew@ieimt.com

PROJECT SITE INFORMATION

IEI PROJECT No.

26093

Was **Regulated** ACM present at the time of Survey?


NO

Location Name:	Miles City Water Treatment Plant roof
Location Address:	67 Water Palnt Rd
Location City, ST ZIP:	Miles City, MT

Inspection Date:	Thursday, April 16, 2026
Scope of Inspection:	Pre-Renovation Asbestos Inspection
Inspection Report Date:	Thursday, April 30, 2026

Scope of Work:	Commercial Renovation
----------------	-----------------------

Primary Inspector Name:	Marc Ingraham
Primary Inspector Accreditation:	MTA-2700
Primary Inspector Expiration Date:	Friday, January 29, 2027

Primary Inspector Signature	
-----------------------------	--

Please See Report for Details of materials and locations.

Landfill/Disposal Location Copy

