

SPECIFICATIONS

GCHC STAIR REPLACEMENT PROJECT SPECIFICATION MANUAL

Jordan, MT
JOB #2025034



GCHC STAIR REPLACEMENT

Jordan, MT

JOB #2025034

Owner:

GARFIELD COUNTY COMMISSIONERS

PO Box 7

Jordan, MT 59337

(406) 557-2434

commissioner@garfieldcountymt.gov

Architect:

SDI ARCHITECTS + DESIGN

909 Main Street

Miles City, MT 59301

(406) 234-0777

bjanshen@sdiarch.com

January 16, 2026

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1 **00 00 20 - Bid Advertisement**

2
3 NOTICE TO CONTRACTORS: Sealed bids will be received by the GARFIELD CO. COMMISSIONERS,
4 Jordan, Montana in the Commissioner's Office at 352 Leavitt Ave, Jordan, Montana, until
5 **Wednesday, February 4, 2026** at **11AM MST** for the construction of **GCHC STAIR REPLACEMENT** in
6 Jordan, Montana. All bids will be publicly opened and read aloud at this time.
7

8 PROJECT OVERVIEW: Removal and replacement of the main entry stairs.
9

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

13 ADA/EEO: Request accommodation or additional information from Kerri Gipson, Secretary,
14 Garfield County, Jordan, Montana 59337, 406-557-2434 (phone), by **Wednesday, January 28,**
15 **2026** at **11AM MST**. Alternative accessible formats of this notice are available upon request.

16 CONTRACT DOCUMENTS: Drawings and Specifications, including Bidding Documents and
17 Conditions of the Agreement, may be examined at the office of the Architect, **SDI Architects +**
18 **Design**, 909 Main Street, Miles City, MT 59301, 406-234-0777 (phone).
19

20 PRE-BID CONFERENCE: A pre-bid conference for the project will be conducted by the Architect
21 on **Thursday, January 29, 2026** at **11AM MST**. This conference will be a Teams Meeting and here
22 is the link to join: [Join the meeting now](#) While attendance is not mandatory, the lack of
23 inspection of the conditions under which the Contract will be performed will be a consideration
24 in award of bids and review of sub-contractors.
25

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

29 RIGHT TO REJECT BIDS: The Owner reserves the right to reject any or all bids, to waive
30 informalities, to evaluate the bids submitted and to accept the proposal which best serves the
31 interests of the Owner.
32

33
34 Publish January 12, 26, and February 2, 2026.
35

36
37 *END OF ADVERTISEMENT*

00 10 00 - Instructions to Bidders

1
2
3 INVITATION TO BID: Sealed bids will be received by the GARFIELD CO. COMMISSIONERS, Jordan,
4 Montana in the Commissioner's Office at 352 Leavitt Ave, Jordan, Montana, until **Wednesday,**
5 **February 4, 2026** at **11AM MST** for the construction of **GCHC STAIR REPLACEMENT** in Jordan,
6 Montana. All bids will be publicly opened and read aloud at this time.

7
8 DRAWINGS AND SPECIFICATIONS: Drawings and specifications may be examined without
9 charge at the offices of **SDI Architects + Design**, the Owner and at many local exchanges.

10
11 COPIES: Bidders may obtain from the Architect complete sets of the digital Bidding Documents.
12 If physical sets are required, please let the Architect know as soon as possible so they can get
13 these printed and issued in a timely manner.

14
15 BIDDER'S REPRESENTATION: Each Bidder, by making their bid, represents that:

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

22
23 PRE-BID CONFERENCE: A pre-bid conference for the project will be conducted by the Architect
24 on **Thursday, January 29, 2026** at **11AM MST**. This conference will be a Teams Meeting and here
25 is the link to join: [Join the meeting now](#) 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.

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.

26
27 Bid modifications are to be directed to 406-557-2434 (phone) or
28 commissioner@garfieldcountymt.gov (e-mail).

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

32
33 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: Unless otherwise provided in the
34 Bidding Documents the Agreement for the Work will be written on the **A105 Standard Short Form**
35 **of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum.
36 Copies of these documents are contained herein.

37
38 AWARD OF BIDS:

- 39 A. All bids received by the Owner by the stated time will be opened and publicly read
40 aloud.
- 41 B. The Owner reserves the right to reject any or all bids, to waive any informality, to
42 evaluate the proposals submitted and to accept the proposal which best serves the
43 interest of the Owner. TIME is of the essence of the proposal and the times stated on the
44 proposal may be made a material factor in awarding bids.
- 45 C. The Low bid shall be determined on the basis of the lowest Base Bid(s) or the lowest
46 combination of Base Bid and Alternate Bids.
- 47 D. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
48 a. The Owner may make such investigations as it deems necessary to determine
49 whether or not any or all bidders are responsible.
50 b. The term "responsible" does not refer to pecuniary ability only, nor the ability to
51 tender sufficient performance and payment bonds.
52 c. The term "responsible" includes, but is not limited to:
53 i. Having adequate financial resources to perform the contract or the ability to
54 obtain them;
55 ii. Being able to comply with the required delivery, duration, and performance

- 1 schedule;
2 iii. Having a satisfactory record of integrity and business ethics;
3 iv. Having the necessary organization, experience, accounting, and operational
4 controls;
5 v. Having the necessary production, construction, technical equipment, and
6 facilities; and,
7 vi. Having the technical skill, ability, capacity, integrity, performance,
8 experience, lack of claims and disputes, lack of actions on bonds, lack of
9 mediations, arbitrations and/or lawsuits related to construction work or
10 performance, and such like.
11 E. Bidders shall furnish to the Owner all information and data for this purpose at the Owner's
12 request.
13 F. The Owner reserves the right to reject any bid if the investigation or evidence of any
14 Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to
15 suitably perform and satisfactorily execute the obligations of the Contract and Work
16 defined in the Contract Documents.
17 G. The Owner shall award such contract to the lowest responsible bidder without regard to
18 residency. A resident bidder will be allowed a preference on a contract against the bid
19 of any non-resident bidder from any state or country that enforces a preference for
20 resident bidders. The preference given to resident bidders of this state must be equal to
21 the preference given in the other state or country (18-1-102 MCA).
22

23 MAILING ADDRESS: For bids delivered by mail:

- 24 1) Mark the outside of the envelope with "GCHC STAIR REPLACEMENT BID ENCLOSED"
25 2) Include Contractor firm name & address
26 3) Address to: **GARFIELD CO. COMMISSIONERS**
27 **PO BOX 7**
28 **JORDAN, MT 59337**
29
30

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL:
GARFIELD CO. COMMISSIONERS
PO BOX 7
JORDAN, MT 59337

GCHC STAIR REPLACEMENTS
JORDAN, MONTANA

DATE: February 4, 2026

Job #2025034

ALL:

The undersigned, having familiarized themselves with the conditions of the Work and the Contract Documents as prepared by **SDI Architects + Design**, 909 Main Street, Miles City, MT 59301, agrees to furnish all Labor, Material, Equipment and services necessary to complete the Construction Work in compliance with the Contract Documents including all Addenda.

Time of Substantial Completion for the project will be **June 30, 2026**.

BASE PROPOSAL:

The Contractor agrees to complete the Base Construction Work for the Sum of:

_____ DOLLARS (\$_____)

Bidder acknowledges receipt of the following Addenda No's. _____, dated_____.

_____, dated_____.

_____, dated_____.

Respectfully Submitted:

(Legal name of Bidding Firm)

(Signature of Officer)

(Address)

(Typed Name & Title of Officer)

(Address)

(Date)

(Registration Number)

AIA[®] Document A105[®] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Seventh day of January in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Kelly Witt
PO Box 7
Jordan, MT 59337
406-557-2434

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

(Name, location and detailed description)

2025034 - GCHC Stair Replacement
352 Leavitt Avenue
Jordan, MT 59337
Removal and replacement of the main entry stairs.

The Architect:

(Name, legal status, address and other information)

Brandon Janshen
909 Main Street
Miles City, MT 59301
406-853-2824

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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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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:53:14 MST on 01/07/2026.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

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

Kelly Witt

PO Box 7
Jordan, MT 59337

406-557-2434

2025034 - GCHC Stair Replacement

352 Leavitt Avenue
Jordan, MT 59337

Removal and replacement of the main entry stairs.

Brandon Janshen

909 Main Street
Miles City, MT 59301

406-853-2824

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: **Contractor** to purchase Builder's Risk on the "All Risk" form of coverage
30 inclusive of Fire, Extended Coverages, and Vandalism. Insurance will include the interest of the
31 Contractor, the Owner, Architect, and subcontractors. Contractor will be liable for the
32 deductible in the event of a claim associated with this Work. Contractor's Option to use **Owners**
33 **and Contractors Protective Liability Insurance** in lieu of Builder's Risk if it has the same "All Risk"
34 coverages required for the Builder's Risk option.

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

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

41
42 Add the following paragraphs to Article 5:

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

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

48 49 **ARTICLE 6 – GENERAL PROVISIONS**

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

52 53 **ARTICLE 7 – OWNER**

54
55 Add the following paragraph to Article 7:

1 **§ 7.5 Owners Right to Reject Subcontractors**

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

8
9 **ARTICLE 8 – CONTRACTOR**

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

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

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

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

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

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

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

33
34 Add the following paragraph to Article 10:

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

37
38 **ARTICLE 11 – TIME**

39
40 Add the following paragraph to Article 11:

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

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

1
2 **ARTICLE 15 – MISCELLANEOUS PROVISIONS**
3

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

5 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or
6 by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public
7 authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall
8 make arrangements for such tests, inspections, and approvals with an independent testing
9 laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall
10 bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect
11 timely notice of when and where tests and inspections are to be made so that the Architect
12 may be present for such procedures. The Owner shall bear Testing Agency Lab and Field costs,
13 except in the case of failed tests AND superfluous trips at the direction of the Contractor, which
14 will be the responsibility of the Contractor.
15

16 Add the following paragraphs to Article 15:

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

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

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

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

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

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

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

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

18 Add the following paragraphs to Article 17:

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

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
36 *END OF CONDITIONS*

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

*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. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at <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 internet at erd.dli.mt.gov/labor-standards 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 January 13, 2025

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 internet 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.

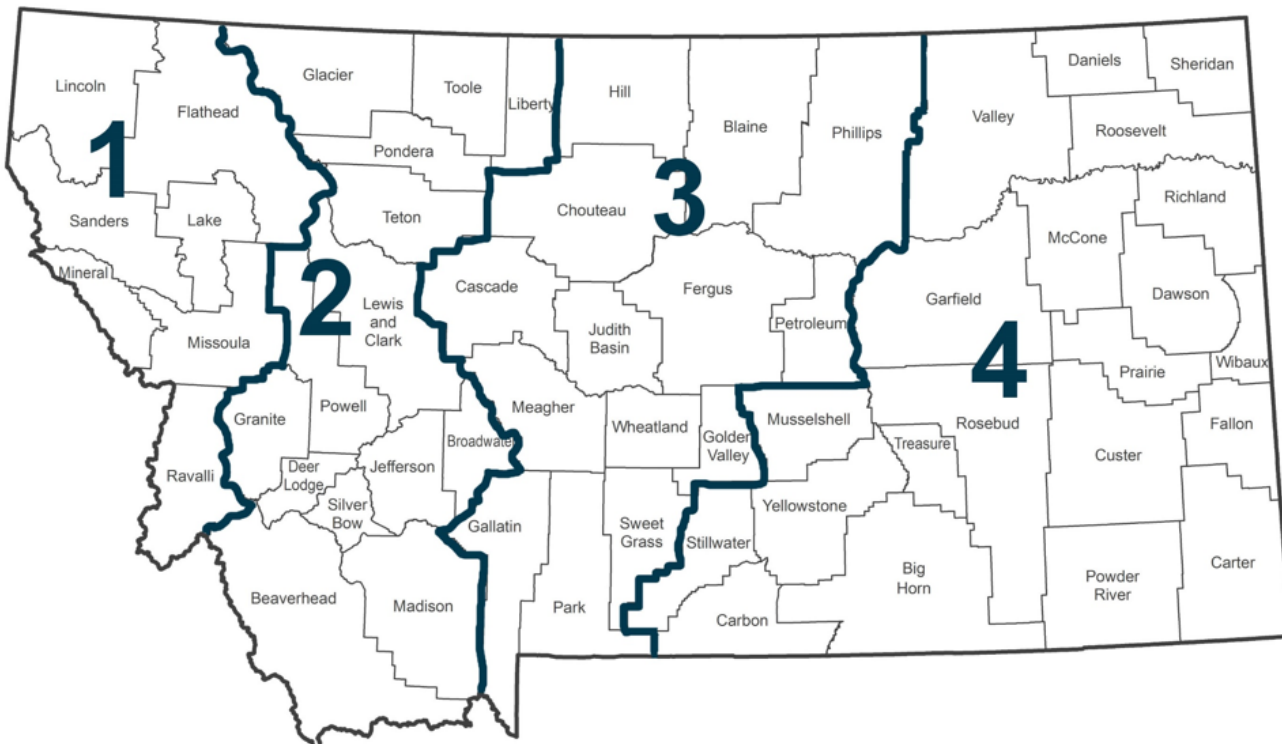
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, 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

Travel:

All Districts

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$30.24	\$14.33
District 2	\$30.24	\$14.33
District 3	\$30.24	\$14.33
District 4	\$30.24	\$14.33

Zone Pay:

All Districts

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

Duties Include:

Install roll and batt insulation, and hardwood floors.

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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	\$37.54	\$17.04
District 2	\$37.54	\$17.04
District 3	\$37.54	\$17.04
District 4	\$26.39	\$17.04

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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Travel and Per Diem:

All Districts

0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$27.20	\$15.20
District 2	\$30.03	\$13.63
District 3	\$32.36	\$13.38
District 4	\$32.36	\$13.15

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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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

District 2

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

Districts 3 and 4

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$30.82	\$13.55
District 2	\$31.76	\$13.42
District 3	\$31.40	\$14.15
District 4	\$28.60	\$11.70

This group includes but is not limited to:

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

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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

District 2
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

Districts 3 and 4

0-30 mi. free zone
 >30-60 mi. base pay + \$3.05/hr.
 >60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$33.45	\$12.53
District 2	\$33.40	\$13.65
District 3	\$34.16	\$13.82
District 4	\$31.51	\$13.88

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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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

Districts 2 - 4
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$35.67	\$13.45
District 2	\$35.67	\$13.75
District 3	\$34.23	\$14.31
District 4	\$35.67	\$14.34

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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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

Districts 2 - 4

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$35.05	\$14.76
District 2	\$36.77	\$14.95
District 3	\$36.77	\$15.02
District 4	\$36.77	\$15.11

This group includes but is not limited to:

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

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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

Districts 2 - 4

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$37.86	\$16.50
District 2	\$37.86	\$16.50
District 3	\$37.86	\$16.50
District 4	\$37.20	\$16.55

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$38.96	\$16.35
District 2	\$38.96	\$16.31
District 3	\$38.96	\$16.50
District 4	\$38.96	\$16.31

This group includes but is not limited to:

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

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Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

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Zone Pay:

All Districts

0-15 mi. free zone

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

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

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

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$22.44	\$7.71
District 2	\$24.72	\$11.38
District 3	\$28.46	\$12.00
District 4	\$24.43	\$9.44

This group includes but is not limited to:

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

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Zone Pay:

All Districts

0-15 mi. free zone

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

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

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

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$25.55	\$12.00
District 2	\$25.55	\$12.00
District 3	\$25.55	\$12.00
District 4	\$25.55	\$12.00

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. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$26.48	\$11.57
District 2	\$25.60	\$12.00
District 3	\$25.60	\$12.00
District 4	\$25.60	\$12.00

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. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

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

DRYWALL APPLICATORS

No Rate Established

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

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

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$36.88	\$15.78
District 2	\$36.00	\$15.87
District 3	\$36.50	\$16.76
District 4	\$40.00	\$16.95

Duties Include:

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

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

- 0-15 mi. free zone
- >15-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. current federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

District 4

No mileage due when traveling in employer's vehicle.

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

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$64.87	\$46.38
District 2	\$64.87	\$46.38
District 3	\$64.87	\$46.38
District 4	\$64.87	\$46.38

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$49.73/day
- >25-35 mi. \$99.45/day
- >35 mi. \$112.90/day

Special Provision:

.93/mile when added to amounts above if using employee vehicle.

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FLOOR LAYERS

No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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GLAZIERS

	Wage	Benefit
District 1	\$24.13	\$3.66
District 2	\$24.13	\$3.66
District 3	\$24.13	\$3.66
District 4	\$23.73	\$4.02

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$32.95	\$14.16
District 2	\$33.15	\$15.35
District 3	\$34.69	\$16.88
District 4	\$35.76	\$18.44

Duties Include:

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

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All Districts

0-45 mi. free zone

>45 mi.

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

Per Diem:

All Districts

\$85/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$43.81	\$21.99
District 2	\$43.81	\$21.99
District 3	\$43.81	\$21.99
District 4	\$43.81	\$21.99

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

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Travel:

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

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

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$36.83	\$26.92
District 2	\$34.83	\$24.68
District 3	\$34.83	\$25.37
District 4	\$34.16	\$25.83

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$34.94	\$26.37
District 2	\$34.83	\$25.37
District 3	\$34.83	\$25.37
District 4	\$34.83	\$25.37

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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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MILLWRIGHTS

	Wage	Benefit
District 1	\$40.45	\$21.25
District 2	\$40.45	\$21.25
District 3	\$40.45	\$21.25
District 4	\$40.45	\$21.25

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

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$29.40	\$21.48
District 2	\$20.30	\$21.48
District 3	\$29.40	\$21.48
District 4	\$26.64	\$21.48

Travel and Per Diem:
All Districts
No travel or per diem established.

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PILE BUCKS

No Rate Established

Duties Include:

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

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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PILOT CAR DRIVERS

No Rate Established

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PLASTERERS

No Rate Established

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	\$40.90	\$17.47
District 2	\$44.90	\$17.47
District 3	\$44.90	\$17.47
District 4	\$40.90	\$20.86

Duties Include:

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

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$35.00/day
>50-75 mi. \$45.00/day
>75 mi. \$100.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

Districts 2 & 3

0-45 mi. free zone
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Special Provision:

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$32.97	\$9.40
District 2	\$32.97	\$9.40
District 3	\$32.97	\$9.40
District 4	\$25.08	\$5.19

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.

Travel:

District 1

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

District 2 and 3

0-35 mi. free zone

>35 mi.

- \$0.00/mi. in employer vehicle.
- \$0.40/mi. in employee vehicle.

District 4

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

Per Diem:

District 1

\$84.00/day

District 2 and 3

Employer pays for room + \$30.00/day.

District 4

Employer pays for room + \$25.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$38.14	\$21.61
District 2	\$38.14	\$21.61
District 3	\$38.14	\$21.61
District 4	\$38.14	\$21.61

Duties Include:

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

All Districts

0-45 mi. free zone

46-65 mi. \$35/day

>65 mi. \$155/day for overnight stay

>65 mi. if employee is driving/riding in a company vehicle and returns home the same day, drive time shall be paid both ways, and no subsistence paid.

Drive time will be at straight time and there shall be no benefits paid for drive time. Drive time will be outside the regular shift.

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$36.50	\$16.76
District 2	\$36.50	\$16.76
District 3	\$36.50	\$16.76
District 4	\$36.50	\$16.76

Travel:

Districts 1, 2 and 3

No mileage due when traveling in employer’s vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$60.57/day

District 4

No mileage due when traveling in employer’s vehicle.

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

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

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$44.11	\$32.36
District 2	\$44.11	\$23.55
District 3	\$38.70	\$20.37
District 4	\$44.11	\$21.97

Duties Include:

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

Travel

All Districts

The following travel allowance is applicable when traveling in employee’s vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer’s vehicle except when staying the night.

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TAPERS

No Rate Established

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Travel and Per Diem:

All Districts

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$39.66	\$14.43
District 2	\$22.00	\$11.06
District 3	\$22.00	\$11.27
District 4	\$22.00	\$11.27

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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Travel:

All Districts

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

Per Diem:

All Districts

Employer pays for meals and lodging up to \$75.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

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

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Travel and Per Diem

No travel or per diem established.

TILE AND STONE SETTERS

No Rate Established

Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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TRUCK DRIVERS

Pilot Car Driver **No Rate Established**

	Wage	Benefit
District 1	\$23.68	\$ 7.67
District 2	\$23.80	\$ 6.13
District 3	\$23.80	\$ 6.13
District 4	\$23.68	\$ 7.67

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.

Zone Pay:

All Districts

No zone pay established.

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01 00 00 - General Requirements

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

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

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

SPECIFICATIONS:

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

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

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

SUBMITTALS:

- A. The Contractor is responsible for issuing a tentative submittal schedule at the beginning of the project to assist the design team in anticipating the Contractor's delivery.
- B. The Contractor shall submit to the Architect, for approval, any Shop Drawing, Product Data, and/or Samples as may be required for the construction of any part of the Work. Any Work that is done, or material ordered prior to the approval of such information, shall be at the Contractor's risk. Provide physical samples whenever a color or finish selection is 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: **Contractor** 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. *Prior to doing any of the*
53 *Work, the Contractor shall confirm that design elevations/dimensions provide positive drainage*
54 *and meet ADA requirements as required. The Contractor shall also confirm that grades*
55 *intended to match or blend into existing are meeting the design intentions. If a discrepancy*

1 occurs, or if there are any potential concerns, the Contractor is to notify the Architect prior to
2 any other Work being done.

3
4 GUARANTEES AND WARRANTIES: Contractor is to provide a (1) ONE YEAR guarantee/warranty on
5 all Work under this Contract. This date corresponds to one year after the substantial completion
6 date (OR issuance of Certificate of Final Acceptance if applicable) for each predetermined
7 phase as needed per project requirements. Throughout the Specifications, certain work or
8 materials will have longer warranty or guarantee periods; provide written warranties or
9 guarantees on these items before final payment.

10
11 TEMPORARY FACILITIES: By General Contractor (unless noted otherwise)

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

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

43
44 CLEANING: Upon completion, the Contractor shall leave building in a clean condition including,
45 but not limited to, the following items:

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

53
54 PROJECT RECORD (AS-BUILT) DOCUMENTS:

55 The General Contractor will keep one set of drawings on the site to be used exclusively for

1 recording ANY changes made to the original drawings by all trades. These changes will be at
2 the time the changes are made by the trade making the change. This set of drawings will be
3 delivered to the Architect at completion of the project and before final payment is made.
4

- 5 A. Copies: Submit ONE set of marked up record documents and ONE digital copy of the
6 scanned record documents.
- 7 B. Preparation: Mark record documents to show the actual installation where installation
8 varies from that shown originally. Provide information as needed to relay the extents of
9 the variation.
 - 10 a. Give particular attention to information on concealed elements that would be
11 difficult to identify or measure and record later.
 - 12 b. Record data as soon as possible after obtaining it.
 - 13 c. Record and check the markup before enclosing concealed installations.
- 14 C. Mark the Record Documents completely, accurately, and legibly. Use personnel
15 proficient at recording graphic information in production of mark-ups.
- 16 D. Mark Record Documents with erasable, red-colored pencil. Use other colors to
17 distinguish between changes for different categories of the Work at the same location.
- 18 E. Note Addenda, Alternate, CCD, RFI, RFP, Change Order, or similar identification
19 numbers, where applicable.
- 20 F. Submittal of Record Documents information that is incomplete, illegible, poorly organized
21 or information that is submitted on damaged, torn, smudged or unreadable copy will be
22 rejected with a request to resubmit.
- 23 G. Format: Organize in the same order as the original drawing set.
24

25 PROJECT MEETINGS:

26
27 WEEKLY PROGRESS MEETINGS: The Architect will schedule and conduct weekly progress
28 meetings during the construction duration.
29

30 SUBSTANTIAL COMPLETION PROCEDURES:

- 31 A. Prepare and submit a list of items to be completed and/or corrected (Contractor's
32 Punch List). Indicate the monetary value of each item.
- 33 B. Complete the following submittals a minimum of TEN (10) days prior to requesting a
34 Substantial Completion walk-through:
 - 35 a. Certificates of Release: Obtain and submit releases from Authorities having
36 jurisdiction permitting the Owner unrestricted use of the Work and access to
37 services and utilities. Include occupancy permits, operating certificates, and
38 similar releases.
 - 39 b. Submit closeout submittals including project record drawings, operation and
40 maintenance manuals, and similar record information.
 - 41 c. Submit closeout submittals including specific warranties, workmanship bonds,
42 maintenance service agreements, final certifications, and similar documents.
 - 43 d. Submit maintenance material submittals including tools, spare parts, extra
44 materials, and similar items. Deliver to Owner.
 - 45 e. Submit testing, adjusting, and balancing records if required.
 - 46 f. Submit changeover information related to Owner's occupancy, use, operation,
47 and maintenance.
- 48 C. Complete the following procedures a minimum of TEN (10) days prior to requesting a
49 Substantial Completion walk-through:
 - 50 a. Advise Owner of pending insurance changeover requirements.
 - 51 b. Make final changeover of permanent locks and deliver keys to the Owner with a
52 finalized keying schedule. Advise Owner's personnel of changeover in security
53 provisions.
 - 54 c. Complete startup and testing of systems and equipment.
 - 55 d. Perform preventive maintenance on equipment utilized prior to Substantial

- 1 Completion.
- 2 e. Instruct Owner's personnel in operation, adjustment, and maintenance of
- 3 products, equipment, and systems.
- 4 f. Advise Owner of changeover in Utility services.
- 5 g. Participate with Owner in conducting inspection and walk-through with local
- 6 emergency responders.
- 7 h. Terminate and remove temporary facilities, mockups, construction tools, and
- 8 similar elements.
- 9 i. Complete final cleaning requirements.
- 10 j. Touch up paint and otherwise repair and restore marred exposed finishes to
- 11 eliminate visual defects.
- 12 D. When the above items near completion, notify Architect in writing of intended schedule
- 13 of substantial completion. The Architect, Owner, and Contractor will then coordinate a
- 14 "walkthrough" inspection, after which a generalized statement of work yet to be
- 15 completed will be issued by the Architect (Architect's Punch List).
- 16 E. The Architect will then determine whether work is SUBSTANTIALLY COMPLETE.
- 17 F. Upon determination that work is SUBSTANTIALLY COMPLETE, the Architect will prepare
- 18 and submit to the Owner and Contractor, for written approval, the following documents:
- 19 a. **AIA G704 - Certificate of Substantial Completion**, which shall:
 - 20 i. Establish Date of Substantial Completion.
 - 21 ii. State responsibilities of Owner and Contractor.
 - 22 iii. Fix time within which items listed shall be completed.
- 23 b. **AIA G706 - Contractor's Affidavit of Payment of Debts and Claims**
- 24 c. **AIA G707 - Consent of Surety to Final Payment**

25
26 FINAL COMPLETION PROCEDURES:

- 27 A. Before requesting final inspection for determining final completion, complete the
- 28 following:
 - 29 a. Submit a final Application for Payment.
 - 30 b. Submit a signed/dated copy of the Architect's Punch List.
 - 31 c. Submit evidence of final, continuing insurance coverage complying with
 - 32 insurance requirements.
- 33 B. When the above items near completion, notify Architect in writing of intended schedule
- 34 of final completion. The Architect, Owner, and Contractor will then coordinate a final
- 35 "walkthrough" inspection.
- 36 C. Upon determination that work is COMPLETE, the Architect will process the final
- 37 Application for Payment.
- 38 D. Deficiencies in the Work, except major, which are found during or subsequent to the final
- 39 inspection by the Architect, will be corrected under the guarantee protection.

40
41

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.

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.

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 PROTECTIONS: Execute all demolition Work in an orderly and careful manner with due
13 consideration for any existing structures, including any parts of the surrounding areas which are
14 to remain. Barricade and cover as necessary to protect pedestrians, workmen and adjacent
15 properties.
16

17 POLLUTION CONTROLS: Control as much as practical the spread of dust and dirt. Do not allow
18 adjacent buildings or properties to become soiled by demolition operations. Observe
19 environmental regulations. Do not allow water usage that results in freezing or flooding.
20

21 DISPOSAL: Promptly dispose of materials resulting from demolition operations. Do not allow
22 materials to accumulate on-site. Transport materials resulting from demolition operations and
23 legally dispose of off-site. Do not burn removed materials on-site.
24

25
END OF SECTION

DIVISION 03 - CONCRETE

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

SCOPE: Supply/install all Concrete work as shown on the Drawings and as specified herein.

SHOP DRAWINGS: Per Section 01 00 00 - General Requirements, submit Shop Drawings showing bending and placing of all imbedded items. Drawings shall include diagrammatic elevations of all walls at a scale sufficiently large to show clearly the position and erection marks of marginal bars and their dowels and splices.

REFERENCE STANDARDS: Comply with all applicable Federal, State and Local codes, safety regulations, Portland Cement Association Standards, "Manual of Standard Practice for Detailing Reinforced Concrete Structures", American Welding Society (AWS), Vermiculite Institute Specifications, and any others referred to herein.

COORDINATION:

- A. Obtain information and instructions from other Trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so provision for their work can be made without delaying the Project.
- B. Do any cutting and patching made necessary by failure or delay in complying with these requirements, at no cost to Owner.

TESTS AND INSPECTIONS:

- A. The **Owner** shall pay costs of laboratory tests/inspections directly to the Testing Agency. **Owner** will pay for passing tests; Contractor pays for failed tests, superfluous trips, and standby time made at the direction of the Contractor.
- B. Inspection of Reinforcing Steel and Concrete Placing: Before any concrete is poured on any particular portion of Project, reinforcing steel will be checked and approved by Architect. Correct any errors or discrepancies before concrete is placed. Such checking and approval shall not relieve Contractor from his responsibility to comply with the Contract requirements.

GENERAL:

- A. Produce concrete of required consistency and strength to present appearance satisfactory to the Architect.
- B. Use only one brand of cement unless otherwise authorized by Architect.
- C. Place all pipe sleeves, anchors, bolts, angle frames, inserts, supports, ties and other materials in connection with concrete construction and secure in position before concrete is placed.
- D. Store materials delivered to the job and protect from foreign matter and exposure to any element which would reduce the properties of the material.
- E. Pour no concrete unless air temperature is at least 40 deg F & rising. When temperature cannot be expected to remain above 40 deg F for at least (3) days, protect from freezing by covering with insulating materials, providing heating devices or other suitable means subject to approval by Architect. Temperature of concrete at time of pouring shall be between 50 deg F to 75 deg F.

CONSTRUCTION JOINTS: Location and details of construction joints shall be as indicated on Drawings, specified, or as approved by Architect. Locate so as not to impair the strength of the structure. Submit drawings with construction joints clearly defined, and schedule of pouring operations for approval before starting concreting.

CONTROL JOINTS: Provide as indicated on Drawings.

1 PATCHING AND CLEANING:

- 2 A. After forms are removed, remove projecting fins, bolts, form ties, nails, etc. not necessary
3 for the Work or cut back one inch from the surface. Joint marks and fins in exposed Work
4 shall be smoothed off and cleaned.
5 B. Repair defects in concrete work. Chip voids and stone pockets to a depth of one inch or
6 more as required to remove all loose material. Voids, surface irregularities, chipped
7 areas, etc., shall be filled by patching, gunnite or rubbing, as directed by Architect.
8 Repaired surfaces shall duplicate appearance of un-patched work.
9 C. Clean exposed concrete surfaces and adjoining work stained by leakage of concrete.

10
11 CLEAN-UP: In addition to the requirements of Section 01 00 00 - General Requirements, clean-up
12 all concrete and cement work on completion of this project of the Work, except protective
13 coatings or building papers shall remain until floors have completely cured or until interior
14 partitions are to be installed.

15
16 *END OF DIVISION*

03 11 00 - Concrete Forming

GENERAL REQUIREMENTS: Per DIVISION 03 – CONCRETE

GENERAL:

- A. Provide complete forms of such strength and construction as to prevent any spread, shifting, or settling when concrete is deposited, and tight enough to avoid any leakage or washing out of cement mortar.
- B. Remove all dirt, chips, sawdust, rubbish, water, etc., from forms by water hosing and air pressure before any concrete is deposited. Leave no wooden ties or blocking in concrete except where indicated for attachment of other work. Leave lowest board of forms along walls loose or provide clean-out pockets. At any columns and pilasters, provide holes in forms at bottom for cleaning purposes. Leave openings and holes open until just before concrete is poured.
- C. Provide openings for the introduction of vibrators wherever necessary. Where required on account of excessive drop, or required by Architect, provide elephant trunks or side openings to receive concrete.
- D. Architect will cooperate with Contractor in the matter of removing forms and shoring as early as possible. The length of time forms must remain in place depends on the rate of time required for concrete to obtain a proper strength and on construction loads that will be placed on concrete.
- E. On removal of forms, all bolts, wires for anchoring, etc., shall be either removed, cut off to lengths as directed or left in place for anchorage of other work as specified.
- F. Forms to be reused shall be in good condition and thoroughly cleaned before being reused.
- G. Provide 3/4 inch chamfer at any wall, column and vertical corners unless otherwise shown.

MATERIALS:

Slabs, Walls and Exposed Concrete: Forms for flat exposed surfaces shall be 5-ply Exterior B-B (Concrete Form) panels. See requirements for thickness hereinafter. Panels with raised or separate face veneers shall not be used for exposed concrete.

Other Forms: Except where otherwise specified, shown or noted, forms for other concrete surfaces shall be constructed of Douglas Fir, smooth surfaced on the contact side, culled for loose knots and/or undesirable defects. Form Ties and Spreaders shall be metal, flat bar or cone nut type. No wood spreaders will be permitted. "Nominal" length ties NOT ACCEPTED – 8" walls are to be full 8" thick.

Optional Forming Systems: Pre-engineered steel, aluminum or composite form systems in good condition may be used in lieu of forming specified above. Form Sealer shall be **PROTEX Procoat** or equal.

Rough Hardware: Nails, bolts, screws, anchors, etc., as shown or needed shall be furnished and set.

END OF SECTION

03 20 00 - Concrete Reinforcing

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 03 – CONCRETE

4
5 REINFORCEMENT:

- 6 A. Reinforcing Bars shall be deformed bars conforming to ASTM A615 Grade 40. Use ASTM
7 Grade 60 for #4 and larger bars.
- 8 B. Welded wire fabric shall conform to requirements of ASTM A185 using bright steel wire
9 meeting ASTM A82. Gauges and dimensions shall be as noted on the Drawings.
- 10 C. All steel for reinforcement shall be new, unrusted stock, free from mill scale and delivered
11 without rust other than may have accumulated in prompt transportation to the Work.
12 Chairs shall be standard Class B chairs as specified in the "Manual of Standard Practice",
13 the Concrete Reinforcing Steel Institute and Western Concrete Reinforcing Steel Institute.
14 Tie wire shall be No. 16 American Wire Gauge or heavier, black annealed.
- 15 D. Steel Reinforcement Shop Drawings: Detail fabrication, bending & placement.
- 16 E. Fabricate steel reinforcement according to **CRSI's Manual of Standard Practice**.

17
18 Reinforcing Steel: Supports for reinforcing bars in slabs shall be metal, of sufficient strength to
19 adequately support the bars, and shall be of a type approved by the Architect. Supports or
20 spacers for bars in walls shall be such that exterior face of wall will not be marred when forms are
21 stripped and final finish has been completed. Dowels from footings to walls shall be same size
22 and spacing as wall reinforcement, unless otherwise shown, and shall project thirty (40)
23 diameters into wall and thirty (40) diameters into footing unless detailed or noted otherwise.

24
25 Epoxy: Equal to **HILTI** product(s) suitable for the intended application. Install per manufacturer's
26 recommendations.

27
28 PLACING REINFORCING STEEL:

- 29 A. Reinforcement shall be accurately placed and securely tied at intersections with 16
30 gauge black annealed wire. It shall be maintained in proper position by chairs, bar
31 supports, or other approved devices.
- 32 B. Bars shall lap 40 diameters and splices, except as other indicated. Splices in adjoining
33 horizontal bars shall be staggered at least 6 ft. Where this is not feasible, submit
34 suggestions for the Architect's consideration. Horizontal bars shall be hooked around
35 corners not less than 40 diameters, with a minimum of 12" as per typical details.
- 36 C. Concrete protection of reinforcing shall be not less than the following:
37 1. 3" where concrete is poured against ground.
38 2. 2" where concrete is poured against forms but may be in contact with ground.
39 3. 1-1/2" minimum in exterior face of exterior walls (exposed to weather but not in
40 contact with ground).
41 4. 3/4" minimum in interior walls and interior face of exterior walls.
42 5. 1-1/2" in beams, girders and columns.

43
44 *END OF SECTION*
45

03 30 00 - Cast-in-Place Concrete

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 03 – CONCRETE
4

DESIGNING AND PROPORTIONING:

- 5
6 A. The concrete shall: have the lowest slump compatible with placement requirements and
7 workability. Work readily into corners and angles of forms and reinforcement without
8 excessive vibration and without permitting materials to segregate or free water to collect
9 on surface.
10 B. Provide a ticket for every load of concrete. Contractor is to maintain a file on all load
11 tickets and, upon request, provide a copy of all tickets to the Architect.
12

MIXING:

- 13
14 A. Use ready-mixed concrete complying with ASTM C94 and with the requirements of
15 Contract Documents. Mix for a period of not less than ten (10) minutes; at least three (3)
16 minutes of mixing period shall be immediately prior to discharging of the job.
17 B. Introduction of additional water after initial mixing not permitted unless water to cement
18 ratio remains below 0.50.
19 C. Temperature of concrete at time of placing shall not exceed 75 degrees F.
20

21 WEATHER REQUIREMENTS: Do not mix or place when atmospheric temperature is below 40
22 degrees F. or when conditions indicate temperature will fall below 40 degrees F. within 72 hours.
23 Concrete deposited shall have temperature not less than 60 degrees F. Reinforcement, forms
24 and ground which concrete will contact shall be completely free of frost. Keep concrete and
25 formwork at a temperature not less than 50 degrees F for not less than 72 hours after pouring.
26 During below freezing temperatures allow concrete to gradually cool for 48 hours after the 72-
27 hour period.
28

CONVEYING AND PLACING:

- 29
30 A. Notify Architect at least 24 hours before placing any concrete.
31 B. Carry on concreting once started, as a continuous operation until the section of
32 approved size and shape is completed. Make pour cut-off's of approved detail and
33 location.
34 C. Handle concrete as rapidly as practicable from mixer to place of deposit by methods
35 which prevent separation or loss of ingredients. Deposit as nearly as practicable in final
36 position to avoid re-handling or flowing. Do not drop concrete freely where reinforcing
37 bars will cause segregation, nor drop freely more than six feet. Deposit to maintain a
38 plastic surface approximately horizontal. In walls, deposit in horizontal layers not over
39 eighteen inches deep. In pouring columns, walls, or thin sections of considerable heights,
40 use openings in forms, elephant trunks, tremies, or other approved devices which permit
41 concrete to be placed without segregation or accumulation of hardened concrete on
42 forms or metal reinforcement above the level of the concrete. Install so concrete will be
43 dropped vertically. At least two hours shall elapse after depositing concrete in walls or
44 columns before depositing in heads over openings, supported beams, girders, or slabs.
45 D. Concrete that has partially hardened shall not be deposited in the Work.
46 E. Compact thoroughly using approved mechanical vibrators. Provide pour holes in forms
47 to the extent necessary to insure filling or to allow necessary inspection. When starting a
48 new pour or where conditions make puddling difficult, or where reinforcing is congested,
49 place modified concrete with the same sand-cement proportions as elsewhere, but with
50 not more than one-half the normal amount of course aggregate per yard. Use modified
51 concrete to depth of not less than three inches when starting a new pour.
52 F. Use mechanical vibrator at each point of dump, and a stand-by vibrator in good
53 working order, but not in use, shall be kept on the job until all concrete is placed.
54
55

1 MATERIALS:

2 Portland Cement: Type II, Type III or Type V as specified shall conform to "Standard
3 Specifications for Portland Cement" (ASTM C150). One brand of cement shall be used
4 throughout the Work for structural purposes. Cement shall have been used for at least two years
5 with the proposed aggregate without detrimental reaction. Contractor is required to obtain
6 from the cement manufacturer and to furnish the Architect with satisfactory evidence of the
7 kind and quality of all cement to be supplied.

8 Aggregates: Shall conform to "Standard Specifications for Concrete Aggregates" (ASTM C33),
9 except as modified herein. "Gap-grading" of aggregates strictly prohibited. Provide even
10 grading of all sizes of aggregate. Use as large of aggregate available to the particular plant.
11 Use a minimum of 56-60% aggregate in the mix design.

12 Water: Potable.

13 Air Entraining: Air entraining - ASTM C260. Equal to **BASF MasterAir AE 200**. Use in all exterior
14 concrete (and only as approved by Architect). Note: For concrete in transit more than 30
15 minutes consult Architect about increased air entertainment.

16 - 3% (+/- 1%) air entrainment allowable for Footings and Foundations.

17 - 6% (+/- 1%) air entrainment allowable for Exterior Flatwork.

18 Reinforcing Fibers: Equal to **FIBERMESH 300-e3** polypropylene, collated, fibrillated fibers added to
19 concrete mix at the rate of 1.5 lb./cy.

20 Water Reducer: Equal to **EUCLID Eucon 37** non-corrosive admixture. Added to load per
21 manufacturer's directions.

22 Plasticizer: Contractor's option - with approval by Structural Engineer or Architect.

23 Accelerator: Added at the batch plant and only with Architect's approval, Equal to **BASF**
24 **MasterSet FP 20** non-chloride.

25 Form Release: Equal to **SPECHEM SPECSTRIP** to provide required separation and leave surface
26 area with substantially the same appearance of untreated concrete.

27 Self-Leveling Sealant: Equal to **SIKA Sikaflex 1c SL**. Seal all exterior concrete joints and interior
28 joints not receiving finish flooring.

29 Expansion Joints: 1/2" asphalt fiber joints, 1/2" **X-TECH** or equal polyethylene foam or as shown
30 on Drawings.

31 Expansion Joint Covers: Equal to **RIGHT POINTE Plastic Void Cap Strip Expansion Joint (EXPJ-006)**
32 or **WR MEADOWS Snap-Cap**. Use in depths and widths as noted on drawings; typically match
33 width to fiber joint material width (1/2" minimum, depth to be 1/2" minimum).

34
35 STRENGTHS, SLUMPS, CEMENT CONTENT:

A. Use	28 Day Strength	Max. Slump	Min. Cement/CY
Footings & Foundations	3,000 psi	4"	5.0 Sack
Exterior Flatwork	4,000 psi	4"	6.0 Sack Fibermesh

- 39 B. Water Content: The materials shall be mixed with a minimum amount of water to
40 produce a concrete of such consistency as will allow it to flow sluggishly into forms,
41 around reinforcing steel and completely fill forms with the aid of thorough vibrating and
42 tamping. The water/cement ratio shall not exceed 0.50. Slumps shall not, under any
43 conditions, exceed those given except where water reducer is used, in which case
44 slumps may be double that shown.

45
46 CONCRETE TESTING:

47 A. Unless Geotechnical, Civil, and/or Structural indicates otherwise, the following criteria
48 shall be used for concrete testing.

49 a. Concrete Mix Designs shall be submitted including prior testing results and
50 approved before any concrete work can begin.

51 b. Concrete materials testing will be performed for quality assurance by the Owner's
52 Representative.

53 i. Concrete test cylinders will be prepared at the site during the concrete
54 pour.

55 ii. All sample cylinders shall be taken from freshly poured concrete within the

- 1 pour area.
- 2 iii. Samples shall be taken directly from the truck prior to pouring.
- 3 iv. All admixtures and water should be added prior to taking the sample to
- 4 be tested.
- 5 v. No additions shall be made to the concrete mix after the test sample has
- 6 been taken.
- 7 vi. All failing tests, performed by Owner's Representative, shall be paid for by
- 8 contractor.
- 9 vii. Passing tests will be paid for by Owner.
- 10 c. For Civil/Exterior/Site work, testing frequency shall be at the rate of (1) test per 50
- 11 c.y. of concrete placed and a minimum of (1) test per day whenever concrete is
- 12 placed.
- 13 d. For Structural/Interior/Building work, testing frequency shall be at the rate of (1)
- 14 test per 50 c.y. of concrete placed and a minimum of (1) test per day whenever
- 15 concrete is placed. Each of the following items shall be tested separately at the
- 16 same frequency if performed on the same day:
- 17 i. Footings
- 18 ii. Foundations
- 19 iii. Flatwork (on grade)
- 20

21 EXTERIOR SIDEWALKS AND SLABS: ALL Sidewalks and slabs shall be 1.5# **FIBERMESH 300-e3**

22 reinforced concrete finished monolithic with the structural slab as specified above for interior

23 slabs. After trowelling exterior slabs shall receive a broom finish and be scored with lines, as

24 shown on Drawings. Scored lines will be formed by tooling with a concrete groover, NOT saw

25 cutting, and shall be approximately one third the slab thickness in depth, or 1-1/4" for a 4" thick

26 slab, and shall be at least 1/8" wide, but no more than 1/4" wide. Exterior slabs shall be formed

27 with slopes as indicated, as directed or as necessary to insure proper drainage. Exterior slabs

28 adjacent to building shall drain away from building. Seal all exterior concrete with specified

29 sealant after 28 days cure.

30 Note: Contractor's Option to saw-cut exterior sidewalks and slabs if the following conditions

31 are met:

- 32 A. Daily temperature does not exceed 70°F at any point within 24 hours after the pour.
- 33 B. Wind speeds do not exceed 15 mph at any point within 24 hours after the pour.
- 34 C. Saw-cutting is completed during the same calendar day.
- 35 D. If saw-cuts cause any raveling, the Contractor shall grind all the joints and caulk/seal as
- 36 needed at no additional cost to the Owner.
- 37 E. Areas with any excessive cracking will be replaced at no additional cost to the Owner.
- 38

39 Exterior Concrete Curing: Use the following products per application:

- 40 A. General Cure: 2 to 6 mil poly sheet applied with water after finishing so it adheres to the
- 41 slab. Leave in place seven (7) days. Contractor's option to use **SPECHEM E-CURE**, or
- 42 equal, applied and removed as recommended by manufacturer.
- 43 B. General Sealant: Equal to **DAYTON SUPERIOR Anti Spall J33** linseed oil base (2) coats: Two
- 44 coats applied per manufacturer's recommendations.
- 45 C. (ONE-COAT OPTION) Cure & Sealant: Contractor's Option to use **SPECHEM CURE SHIELD**
- 46 or equal applied as recommended by manufacturer. Apply to all exterior concrete
- 47 unless noted otherwise.
- 48

49 FINISHER CERTIFICATION: All Flatwork will be finished by experienced craftsmen certified as **ACI**

50 **Concrete Flatwork Finisher**. When requested, provide copies of certificates for finishers who are

51 not listed on the ACI website as certified.

52

53 *END OF SECTION*

DIVISION 05 - METALS

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

SCOPE: Supply and install handrail as shown on Drawings and as specified herein including all anchorage devices and required appurtenances.

SHOP DRAWINGS: Per Section 01 00 00 - General Requirements, submit Shop Drawings of all Work herein showing layouts, sizes, methods of construction and installation, including sizes and types of all fastening devices.

GUARANTEE: Per Section 01 00 00 - General Requirements.

MEASUREMENTS: Verify all dimensions by taking field measurements; proper fit and attachment of all items is required.

COORDINATION: Coordinate with other trades for prompt delivery of all materials needed for erection or installation. Identify all bolts or other loose materials.

DELIVERY AND STORAGE: Deliver and store materials in dry protected areas. Protect from rusting and other damage. Remove any damaged items from site and replace at no cost to Owner.

REFERENCE STANDARDS: Except where provisions of these Specifications are more exacting, Work of this Section shall comply with all applicable provisions of the following:

- A. Standard Specifications for the Design and Fabrication of Structural Steel for Buildings, of the American Institute of Steel Construction (AISC).
- B. Code of Standard Practice for Steel Buildings and Bridges, of AISC Code for Welding in Building Construction, D1.1 of the American Welding Society.
- C. Specifications for Structural Joints using ASTM A325 or A490 Bolts by the Research Council on Riveted and Bolted Structural Joints.
- D. AISC "Manual of Steel Construction".
- E. "Standard Specifications for Open Web Steel Joints" adopted by the Steel Joint Institute & AWS.

FABRICATION:

- A. Standard commercial products conforming to requirements of Drawings and Specifications may be used subject to approval of Architect. Bolt with proper size bolts. Nuts shall be drawn tight and end threads upset. Screws and bolts shall be standard and washers provided where necessary.
- B. Build anchors and other connecting members required to concrete into concrete as Work progresses to avoid unnecessary cutting and drilling.
- C. Execute all Work using skilled metal workers only. Use only certified welders. Do only such work at the site as cannot reasonably be performed in the shop. Make cuts, bends, punching and drilling accurate, neat and properly located. Grind and file smooth all parts exposed to view; leave exposed surfaces free of fabrication marks. Make members true to length to allow assembly without fillers.
- D. Welding per AWS specifications; apply "**GALVAWELD**" or equal to surfaces welded after galvanizing.
- E. Make fabrication of all structural steel shapes conform to AISC Standards.
- F. Furnish all necessary templates and patterns required by other trades and any items built into Work under other Sections. Supervise and be responsible for proper location and installation of built-in items. Deliver items required to be embedded in concrete or built into partitions and other locations to respective Contractors. Provide holes and connections for work of other trades and make necessary connections.

- 1 G. When possible, fit and shop assemble, ready for erection. Shop and field connections:
2 riveted, welded or attached with screws, countersunk and finished flush where exposed.
3 H. Provide positive insulation of metals from contact with masonry and different metals from
4 contact with each other where necessary to prevent corrosion.
5

6 ERECTION: Install material under experienced supervision and in strict accordance with
7 manufacturer's erection details and instructions.

8 A. Protect all supports, fastenings and backs of panels against corrosion and effects of
9 moisture. All supports and fastenings shall meet building code requirements.

10 B. Accurately place and align units with all joints plumb, level and true.

11 C. Attach and positively fasten but allow for expansion and contraction. Conceal all
12 fastenings except where specifically indicated otherwise.
13

14 CLEANING AND PROTECTION: Clean all pre-finished metal for inspection. Protect Work at all
15 times from stains, scratches or any other damage until completion of project.
16

17 CLEAN-UP: Per Section 01 00 00 - General Requirements.
18

19 *END OF DIVISION*

05 50 00 - Metal Fabrications

1
2
3 GENERAL REQUIREMENTS: Per DIVISION 05 – METALS
4

5 SHOP PRIMING: Shop paint all metal fabrications unless otherwise noted. (Interior metal
6 fabrications that will be concealed need not be primed.) Contact surfaces to be welded shall
7 not be coated within 3" of the weld, prior to welding. Thoroughly dry and clean surfaces when
8 paint is applied. Coat all joints and crevices thoroughly.

- 9 A. Clean iron and metal by removing all oil and grease with petroleum naphtha or other
10 approved solvent. Clean all surfaces to be primed of scale, dirt and rust by steel
11 scrapers, wire brushes or abrasive blasting.
- 12 B. As soon as possible after cleaning, Shop Coat with Primer by spray, roller, or brush.
13 Thoroughly work paint into all joints by brush. Overall application on ferrous metals of
14 **PPG Speedhide Int/Ext Rust Inhibitive Steel Primer** in **6-208 Red** or **6-212 White** depending
15 on final finish. Alternate primer is **PPG Amercoat 5108 Alkyd Shop Primer** in **AT51082 Gray**
16 or **AT51087 Oxide Red** for use on all metals.
- 17 C. Give any built-in the field portions one coat of primer on all welded or abraded parts
18 after installation and assembly.
- 19 D. Apply second and subsequent coats as needed for full coverage and penetration
20 leaving no bare or thin areas.
21

MATERIALS:

22 Aluminum Pipe: 6061-T6 Schedule 40 unless noted otherwise.

23 Steel: All miscellaneous steel sections shall be standard, cold-rolled sections conforming to ASTM
24 A36 or ASTM A7. Fabricated items requiring welding shall in all cases be made from ASTM A36
25 steel.
26

27 Mild Steel: ASTM A283.

28 Galvanized Steel Sheets: Federal Specification QQ-I-716.

29 Steel Pipe: ASTM A53; Standard IPS unless shown otherwise, Grade B.

30 Stainless Steel (exposed): Type 304, 18-8 grade, USS Gauge, finish as shown on Finish Schedule.

31 Cast-Iron Shapes and Castings: ASTM A43.

32 Zinc for Galvanizing: ASTM B6.

33 Galvanizing Repair: **ZRC Galviline** containing 95% metallic zinc. Apply two coats with brush as
34 recommended by manufacturer.

35 Primer: As noted above.
36

ITEMS:

37
38 Work required under this Section that is not described in detail below shall be constructed in
39 accordance with the detailed Drawings and/or approved Shop Drawings.
40

41 Pipe Guard Rails & Handrails: 1-1/4" pipe as shown including required brackets. Provide all
42 required Ells, wall returns and end caps on handrails to meet accessibility requirements.
43

44 Guardrail Mesh: 4" x 4" x 4GA. Welded wire mesh with 14GA. U-edging around perimeter.
45

46 Handrail Brackets: Equal to R&B **WAGNER 1930R** with 1 hole. Provide within 12" of ends and at no
47 more than 48" o.c. in field.
48

49
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 11 13 - Bituminous Dampproofing

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
6 (countersigned by General Contractor) that all liquid dampproofing is unconditionally
7 guaranteed to be watertight for a period of TWO (2) years.

8
9 LIQUID DAMPROOFING:

- 10 A. Manufacturer: The materials herein specified are named to establish standards of quality
11 and types of materials. Materials of other manufacturers may be used if they are equal
12 in quality, design and serviceability.
- 13 B. Type: **BASF MasterSeal 610** and **MasterSeal 614** water-based emulsified-asphalt
14 dampproofing and vapor-retarding coatings or equal. Apply a primer coat of
15 **MasterSeal 610** at a rate not to exceed 100 sf per gallon and a finish coat of **MasterSeal**
16 **614** at a rate not to exceed 25 sf per gallon.
- 17 C. Application: All materials shall be applied in strict accordance with manufacturer's
18 printed specifications referred to above. Fill in all crevices and grooves, ensuring that
19 coating is continuous and free from breaks and pinholes. Carry coatings over exposed
20 top and outside edge of footing. Spread around all joints, grooves, and slots and into all
21 chases, corners and reveals. Bring coating to finish grade.

22
23 *END OF SECTION*

1 **07 21 00 - Thermal Insulation**

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

4
5 GUARANTEE: Per Section 01 00 00 - General Requirements.

6
7 INSULATION BOARD: Equal to **DOW Styrofoam Square Edge XPS Foam Insulation, KINGSPAN**
8 **GreenGuard GG25-LG XPS Insulation Board**, or **OWENS CORNING Foamular 250**. ASTM C578
9 Type IV, 25 psf compressive strength. Insulation thickness per Drawings. Noted as “XPS” on
10 Drawings. Where insulation is under a veneer attach with **DEKFAST #14** plastic or metal washered
11 screw system at 16” on edges and 24” in field or the equivalent using wall ties designed to hold
12 insulation in place. **BIG SKY INSULATIONS, INC. Foam-Control 250**, Type IX 2.00 pound density EPS
13 may also be used. If overall insulation section is MORE THAN 2” thick, the insulation shall be
14 installed in at least (2) layers of approximately equal thickness and joints staggered/offset.
15

16 *END OF SECTION*

1 **07 60 00 - Flashing & Sheet Metal**

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".

22
23 MATERIALS:

24
25 Aluminum Base Flashing: 24" x 0.0747" (14GA.) pre-finished aluminum sheet fabricated per
26 drawing profiles. Lap edges 6" with double strips of mastic tape between sheets.

27
28 Tape Sealant: Mastic for side laps, end laps and flashing to be butyl rubber, pressure sensitive
29 tape mastic. The sealer will be non-asphaltic, non-shrinking, non-drying and non-toxic; and shall
30 have superior adhesion to metals, plastics and painted surfaces at all temperatures.

31
32 Counter-Flashing: Provide 0.0747" (14GA.) One-piece counterflashing to cover top of Base
33 Flashing anchored at 24" O.C.. Color of counterflashing and anchors to match base flashing.

34
35
36 *END OF SECTION*

DIVISION 31 - EARTHWORK

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

4
5 AS-BUILT DRAWINGS: Per Section 01 00 00 - General Requirements.

6
7 SCOPE: See Planter Bed Detail.

8
9 COORDINATION: Cooperate and coordinate the Work with the various Sub-contractors whose
10 work might be affected by operations.

11
12 LAYOUT: Layout and Work under this Division shall be made by competent personnel
13 experienced in surveying. If any discrepancies are found by Contractor between the Drawings
14 and actual conditions at the site, Architect reserves right to make such minor adjustments in
15 Work specified as necessary to accomplish the intent of the Contract Documents without
16 increased cost to the Owner.

17
18 CLEAN-UP: Remove from the Site all rubbish, debris, etc. resulting from Work in this Division,
19 except as otherwise specified above, per Section 01 00 00 - General Requirements.

20
21
END OF DIVISION

31 23 00 - Excavation & Fill

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GENERAL REQUIREMENTS: Per DIVISION 31 – EARTHWORK

- A. TOPSOIL: Provide topsoil that is sufficiently fertile to sustain normal healthy plant growth and is noxious weed free. Fill and tamp to within 6" of top of planting bed.
- B. WASHED GRAVEL: Provide 3/4" clean gravel as shown in planting bed.
- C. FILTER FABRIC: Where called for on plans between soils and washed gravel drainage, use a non-woven fabric equal to **TENCATE Mirafi 140N**.

END OF SECTION