

10.02.2024

Great Falls Public Library Renovation
Entry Vestibule's Exterior and Interior Doors
Great Falls, Montana

Volume **1** of 1 | Divisions 01-08 | CITYGF24_LIB



Photo from Great Falls Tribune Archive

OWNER

Great Falls Public Library
301 2nd Avenue N
Great Falls, MT 59401
(406) 453-0349
Director: Susie McIntyre

ARCHITECT

Cushing Terrell
219 2nd Avenue South
Great Falls, MT 59405
(406) 452.3321
AnthonyHoutz@cushingterrell.com
Project Manager: Anthony Houtz

This page intentionally left blank.

TABLE OF CONTENTS

BIDDING DOCUMENTS

CHECKLIST	01-02
INVITATION TO BID	01-02
INSTRUCTION TO BIDDERS.....	01-06
CERTIFICATE OF NONSEGREGATED FACILITIES.....	01-02
COMPLIANCE WITH INSURANCE REQUIREMENTS.....	01-02
BID FORM	01-06
CONSTRUCTION AGREEMENT.....	01-30
MONTANA PREVAILING WAGES.....	01-22
DAVIS BACON WAGES.....	01-08

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY.....	01-04
012500	SUBSTITUTION PROCEDURES.....	01-04
012600	CONTRACT MODIFICATION PROCEDURES.....	01-02
012900	PAYMENT PROCEDURES.....	01-04
013100	PROJECT MANAGEMENT AND COORDINATION.....	01-06
013200	CONSTRUCTION PROGRESS DOCUMENTATION.....	01-04
013300	SUBMITTAL PROCEDURES.....	01-06
014000	QUALITY REQUIREMENTS.....	01-04
014200	REFERENCES.....	01-02
015000	TEMPORARY FACILITIES AND CONTROLS.....	01-08
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.....	01-02
017700	CLOSEOUT PROCEDURES	01-06

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION.....	01-06
--------	---------------------------	-------

DIVISION 08 - OPENINGS

084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS.....	01-10
087113	AUTOMATIC DOOR OPERATORS	01-08

This page intentionally left blank.

BIDDER'S CHECKLIST

Please utilize the following Bidder's Checklist before submitting your bid.

- ___1) Original Bid Bond Enclosed? (Personal checks, business checks, and faxed copies are not acceptable.)
- ___2) Certificate of Non-segregated Facilities signed?
- ___3) Certificate of Compliance with Insurance Requirements filled out and signed?
- ___4) Bid Proposal:
 - a. ___ Arithmetic Checked?
 - b. ___ Numerical Bid Prices agree with written Bid Prices?
 - c. ___ Addendum acknowledged on bid form?
 - d. ___ Signature portion completely filled out?
- ___5) Bid Envelope:
 - a. ___ Addressed properly?
 - b. ___ Contains Contract document/specification booklet?
 - c. ___ Sealed?
- ___6) Bid submitted prior to required time at specified location?

Be sure to seal your bid. Include the name of the bid, and list of all addenda on the bid envelope.

Leave all proposal sheets intact in the Contract Document book. Return the complete Contract Document book.

**ALL BID DOCUMENTS AND BONDS MUST BE ORIGINALS.
NO FAXED COPIES WILL BE ACCEPTED.**

This page intentionally left blank.

INVITATION TO BID

Great Falls Public Library is accepting separate sealed bids for the construction of the **GREAT FALLS PUBLIC LIBRARY RENOVATION**. All bids should be addressed to Susie McIntyre at 301 2nd Ave N, Great Falls, Montana 59401. The deadline for submitting bids is **Tuesday, October 29, 2024, at 2:00 p.m.** local time. Following the deadline, the bids will be publicly opened and read aloud.

The project includes the following: The replacement of the entry vestibule's exterior and interior sets of doors.

The contract documents, which include the Drawings and project Manual as per the Instruction to Bidders, can be reviewed or obtained from the Great Falls Builders Exchange. You can visit their website at <https://gfplans.com> or go to their physical location at 325 2nd St South, Great Falls, MT. For any inquiries, you can contact Anthony Houtz, the Owner's Representative, at Cushing Terrell, by calling 406-452-3321.

If you are interested, you can do a pre-bid site review on your own.

CONTRACTOR and any of the CONTRACTOR'S subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. CONTRACTOR is not required to have registered with the DLI prior to bidding on this project but must have registered prior to execution of the Construction Agreement. All laborers and mechanics employed by the CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of the City of Great Falls and the State of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or other class protected by state or federal law.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to City of Great Falls, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Contractor and all subcontractors must be licensed to perform work in the City of Great Falls prior to contract award.

The Contractor shall comply with all fair labor practices and shall be the greater labor rate of the State of Montana Prevailing Wage rates and Federal Davis-Bacon Wage Rates, and shall include State Gross Receipts Tax.

No bid may be withdrawn after **Tuesday, October 29, 2024**, at **2:00 p.m.** local time, when the public bid opening is planned to take place.

The City of Great Falls reserves the right to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the City's best interests.

The City of Great Falls is an Equal Opportunity Employer.

Released, this 3rd day of October 2024.

Susie McIntyre, Director
301 2nd Ave N
Great Falls, Montana 59401

END OF SECTION 00100

INSTRUCTIONS TO BIDDERS

BIDS: All bids must be made on the forms provided in this bound copy of the Contract Documents. **Contract Documents must be original copies purchased from the City of Great Falls or its designated agent.** All bids must be legibly written in ink with all prices given in figures and total bid amount given in words and figures. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: Great Falls Public Library, Attn Susie McIntyre 301 2nd Ave N, Great Falls, Montana 59401, and endorsed on the outside of the envelope with the words:

REPLACEMENT OF THE ENTRY VESTIBULE'S EXTERIOR AND INTERIOR SETS OF DOORS (CITYGF24_LIB).

Bids shall be strictly in accordance with the prescribed form. Any modifications thereof, or deviations therefrom, may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

BID SECURITY: To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Great Falls* for ten percent (10%) of the total amount of the bid. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the contract, the Bidder will, within **15** days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the contract.

SIGNATURE OF BIDDERS: Each bid must be signed in ink by the Bidder with the Bidder's full name and business address, or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or on behalf of a corporation, it must be signed in the name of the corporation by a corporate official, authorized to bind the corporation, and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation, signed by a person other than a corporate officer, must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

ONLY ONE PROPOSAL: No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

RESPONSIBILITY OF AGENT: Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

TITLE: The position title of any person, executing the bid or Agreement, shall be clearly indicated beneath the signature.

QUALIFICATIONS OF BIDDERS: The Bidder may be required to submit satisfactory evidence that Bidder has practical knowledge of the work bid upon and has the necessary financial resources to complete the proposed work.

In determining if a Bidder is a responsible bidder, consideration will be given as to whether the Bidder involved: (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a financial status suitable to meet obligations incident to the work; and (d) has experience in projects of comparable scope and complexity that were satisfactorily completed.

Each Bidder may be required to show that previous work performed by that Bidder has been handled in such a manner that there are not just or proper claims pending against such work. A Bidder will not be acceptable, if that Bidder is engaged on any other work that impairs the financial ability to perform the work. A Bidder may demonstrate financial ability by meeting all requirements herein stipulated, when requested.

A bidder will not be considered a responsible bidder if they have been late in paying property taxes or special improvement district assessments for a minimum of six (6) months.

The City reserves the right to review and refuse to accept Contractor's proposed Project Manager(s), Superintendent and any other Management Staff expected to communicate with the Owner and Engineer prior to issuing Notice of Award. In the event a suitable replacement cannot be negotiated or Bidder refuses to substitute objectionable staff, City may deem Bidder as not a responsible Bidder. Refusal to substitute Management staff rejected by the City will not constitute grounds for Bid Security forfeiture.

Any Bidder required by the Great Falls City Code to have a general business license or safety inspection certificate in the City of Great Falls must obtain it before a bid can be awarded to a bidder.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE: Before submitting a bid, each Bidder should: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with location conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Each Bidder may, upon request, examine those reports of investigations and tests of subsurface and latent physical conditions at the site, if any, which have been relied upon in preparing the drawings and specifications. **These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.** Before submitting the bid, each Bidder will, at Bidder's own expense, make such additional investigations and tests deemed necessary to determine that the bid for performance of the work is in accordance with the time, price, and other terms and conditions of the Contract Documents.

Upon request, City will provide each Bidder access to the site to conduct such investigations and tests each Bidder deems necessary for submission of a bid. Any administrative requirements and associated costs, of such investigations are the responsibility of each Bidder.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use in performing the work are identified in the specifications or on the drawings.

The submission of a bid will constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract Documents, that person may submit a written request to the City for an interpretation thereof in accordance with Article 3.01.I of the Bid Form. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving a set of such documents. In the event of a conflict in the Contract Documents, Technical Specifications and/or Construction Drawings, Bidder accepts responsibility for providing labor, materials and equipment required to complete the Work in accordance with City's interpretation. Furthermore, no conflict whether clarified prior to bidding or identified during construction shall be a basis for adjustment in Contract price.

TIME OF COMPLETION: The time of completion of the work is a basic consideration of the contract. It will be necessary that each Bidder satisfy the City of the Bidder's ability to complete the work within the stipulated time.

ADDENDA: Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

WITHDRAWAL OF BID: No Bidder may withdraw any bid for a period as specified in the Request For Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

SUBCONTRACTORS: Within seven (7) days after bids are opened, the apparent low Bidder and any other Bidder so requested, shall submit a list of all subcontractors Bidder expects to use in the work.

An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named subcontractor, if requested by the City. If the City or the project engineer, after due investigation, has reasonable objection to any proposed subcontractor, they may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute. Refusal to substitute a subcontractor may result in Bidder not being considered a responsible Bidder. Bidder's refusal to substitute will not constitute grounds for forfeiture of bid security.

Bidder shall not be required to employ any subcontractor against whom Bidder has a reasonable objection.

The subcontractors listed by Bidder, and accepted by City, prior to the Notice of Award will be used in the performance of the work, unless otherwise agreed to in writing by City.

ACCEPTANCE AND REJECTION OF BIDS: The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the contract for a period not exceeding sixty (60) days.

AWARD OF CONTRACT: If the contract is to be awarded, City will award the contract to the responsible Bidder whose bid is responsive and conforms with all material terms and conditions of the bidding documents and proposed Contract Documents, is lowest in price, is in the best interest of the project, and other factors considered. The award will be based on the lowest responsive cumulative base bid plus any added alternate schedules the City determines to include with the project. If the contract is awarded, the award will be made within the period specified in the Request For Bid. The successful Bidder will be notified by letter, mailed to the address shown on the bid, that the bid has been accepted and that Bidder has been awarded the contract.

CANCELLATION OF AWARD: The City reserves the right to cancel the award of any contract at any time before the complete execution of the Agreement by all parties without any liability against the City.

PERFORMANCE BOND; LABOR AND MATERIALS BOND: The Bidder to whom the contract is awarded will be required to furnish a performance bond and a labor and materials bond, in favor of the City, issued by a surety company licensed in this state. The bonds must be in an amount equal to one hundred percent (100%) of the Agreement amount.

The bonds must be executed on the forms bound in the Contract, signed by a surety company licensed in the State of Montana and acceptable as a surety to the City, and countersigned by a Montana resident agent.

One copy of a power of attorney certified to include the date of the bonds must be filed with the City.

INSURANCE: The successful Bidder, as part of the Agreement, shall provide insurance and maintain required workers' compensation coverage, as set forth in the Construction Agreement, Exhibit G. Bidder shall provide proof of these requirements through a certificate of insurance and a current copy of Bidder's policy or appropriate endorsements.

EXECUTION AND APPROVAL OF AGREEMENT: The Agreement shall be signed by the successful Bidder and returned, together with the contract bonds, within the time shown on the bid. If the Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement and bonds, Bidder has the right to withdraw the bid without penalty. The Agreement is not effective until it has been fully executed by all of the parties thereto.

FAILURE TO EXECUTE AGREEMENT: Failure to execute the Agreement and furnish a performance bond and payment bond shall be just cause for annulment of the award. In the event of such annulment, the bid guarantee shall be forfeited to the City, not as a penalty but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the work may be re-advertised as the City may decide.

BOUND COPY OF CONTRACT DOCUMENTS: None of the Instructions to Bidders, Bid Form, bond forms, Agreement, contract stipulations, or other specifications shall be removed from the bound copy of the Contract Documents prior to submission of bid.

PAYMENT: Payment for all work performed under the Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

PREVAILING WAGE RATES: In all public works contracts with the City, contractors and their subcontractors shall pay for each job classification the standard prevailing wage rate, including fringe benefits. The standard prevailing wage rate as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor & Industry pursuant to §18-2-402, MCA, and as bound herein as Exhibit F to the proposed Construction

Agreement. The Bidder and Bidder's subcontractors are directed to the Montana Commissioner of Labor & Industry for information on the standard prevailing rate of wages applicable to this project within this area.

PAYROLL RECORD MAINTENANCE: In public works contracts, the contractor and subcontractors must maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three (3) years after the completion of work on the project.

POSTING: Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages and fringe benefits to be paid to workers on the project.

MONTANA CONTRACTORS' GROSS RECEIPTS TAX: In accordance with Title 15, Chapter 50, MCA, the City shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall remit such monies to the Montana Department of Revenue.

MONTANA LABOR PREFERENCE: Bidder must give preference to the employment of bona fide residents of Montana in the performance of the work.

NON-DISCRIMINATION: In accordance with law, Bidder shall agree not to discriminate against any client, employee, or applicant for employment or for services because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Great Falls unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

PROJECT DRAWINGS: Project drawings are contained in Appendix A.

This page intentionally left blank

CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracted and related subcontracts exceeding \$1,000 which are not exempt from the Equal Opportunity Clauses)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Date

Signature

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

This page intentionally left blank

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

The undersigned Contractor hereby acknowledges that he/she has read and understands the insurance requirements specified in this contract, and hereby agrees (1) that such insurance will be maintained in at least the amounts and types specified in this contract and during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the City of Great Falls in such insurance will not be effective for such period as may be prescribed by the Laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the contracting officer; (3) that Montana Workmen’s Compensation Insurance, or letter of reciprocal agreement with another state, will be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement will become a part of and be incorporated into the above referenced contract, and will be legally binding and enforceable at law.

INSURANCE COMPANY (IES): _____ PHONE NO. _____

CONTRACTOR: _____

Date: _____

(Authorized Signature)

ACCEPTANCE

The undersigned authorized representative, on behalf of the City of Great Falls, hereby accepts and ratifies the above agreement and hereby incorporates the above agreement into the above referenced contract.

(Date) By: _____
(Authorized representative)

This page intentionally left blank

BID FORM

Project Identification: CITYGF24_LIB
Replacement of the entry vestibule's exterior and interior sets of doors
Great Falls Public Library
Located in Great Falls, MT

This Bid Submitted To:
Great Falls Public Library
Susie McIntyre, Director
301 2nd Ave N.
Great Falls, MT 59401

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the terms and conditions of the Bidding Documents.

2.01 Bidder accepts all the terms and condition of the Advertisement or Invitation to Bid, and Instruction to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Special Provisions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means,

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

The BIDDER certifies that no official of the OWNER, ENGINEER, or any member of such officials' immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the BIDDER.

5.01 Bidder is including with the Base Bid a contingency amount precisely equal to 5% of the work. Contingency is to be a separate line item on the schedule of values for the project and is usable at the sole discretion of the Owner throughout the project.

6.01 The Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

ITEM NO.	DESCRIPTION	TOTAL PRICE
1.	Base Bid, all work indicated, excluding contingency	\$ _____
2.	Contingency, equal to 5% of Base Bid	\$ _____

TOTAL AMOUNT BID PRICE \$ _____
(Figures)

(Words)

A. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with the Construction Agreement or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders.

SUBMITTED on _____, _____.
(Date)

Montana Contractor's Registration # (if any) _____.

Employer's Tax ID No. _____.

If BIDDER is:

An Individual: _____

(Name typed or printed)

By: _____

(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Partnership: _____

(Partnership Name)

By: _____

(Name, typed or printed)

(Signature) _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Corporation: _____

(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature of person authorized to sign)

Title: _____

Attest: _____

(Signature)

Business Address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____

(Name)

By: _____

(Signature of Joint Venture Partner)

Name: _____

(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____

(Name)

By: _____

(Signature of Joint Venture Partner)

Name: _____

(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No.: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

This page intentionally left blank

CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 (“**City**”), and _____, a _____, _____, _____, (“**Contractor**”).

Recitals

A. The City issued a Request For Bid for the construction project known as Great Falls Public Library Entry Vestibule's Exterior and Interior Doors (“**Construction Project**”) pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances.

B. The City analyzed all responses to the Request For Bid received pursuant to its standard practices and the requirements of all applicable statutes, rules, regulations, and ordinances.

C. At its meeting held on _____, 20____, the City Commission awarded the bid to Contractor, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained herein, the parties agree as follows:

Agreement

1. Work to be Performed:

a. A description of the Construction Project and Contractor’s duties is set forth in the Request For Bid and Bid Form as awarded and accepted by City, which are attached hereto and incorporated herein by this reference, and the drawings, plans, and specifications provided by the City and its architects and engineers. The Bid Form and City’s Award are attached as **Exhibit A**.

b. Prior to the commencement of any work on the Construction Project, Contractor’s representatives and City’s representatives shall hold a meeting to establish a working understanding among the parties as to the scope of the Construction Project and duties of the Contractor. At this meeting, Contractor and City shall resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work shall commence on the Construction Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.

c. Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Construction Project.

d. During work on the Construction Project, and as part of the final completion of the Construction Project, Contractor shall clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for construction purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Construction Project.

2. **City-Supplied Materials:** City will supply the materials set forth on **Exhibit B** attached hereto. All other materials will be supplied by Contractor.

3. **Time of Performance:**

a. Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall complete the Construction Project within two hundred seventy (270) days of the starting date stated in the Notice to Proceed. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit C**. Time is of the essence of completion of all work and each phase of the Construction Project.

b. The Construction Schedule is subject to the City's approval. Contractor's construction plan, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Construction Schedule during the term of this Agreement. In the event the City determines the Contractor's Resources are inadequate to meet the approved Construction Schedule, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as defined in Section 5b below and the Contractor shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Construction Schedule.

4. **Liquidated Damages:** If the Construction Project is not completed within the time provided by this Agreement, the City may deduct for each day the Construction Project remains uncompleted the sum of zero dollars (\$0.00) from the compensation hereinafter specified, and retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Construction Project on time.

5. **Compensation:**

a. City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of _____ DOLLARS (\$ _____), as paid in accordance with **Exhibit D**, Compensation Schedule, attached hereto.

b. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in writing by both

parties prior to commencement of the additional work (“Change Order”) pursuant to the Change of Work Specifications set forth on **Exhibit E** attached hereto.

c. Monthly progress payments and final payment will be made only in accordance with the terms of the Compensation Schedule. All invoices must be submitted to the City’s Representative as set forth in ¶ 15.

d. City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Construction Project and any and all “punch list” items (“Retainage Amount”). The Retainage Amount shall be paid to Contractor thirty (30) days after the City’s final acceptance of the portion of work for which a separate price is stated in the specifications for the Construction Project.

e. Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

6. Inspection and Testing:

a. City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agents access to the Construction Project at all times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work.

b. Contractor is exclusively responsible for ensuring that the work contemplated under this Agreement strictly complies with the Agreement terms and conditions, acceptable engineering practices, State requirements, applicable laws and building and safety codes, and other applicable standards.

c. Any City inspections and testing are not an endorsement of the work contemplated under this Agreement. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and shall not relieve the Contractor of its duties, responsibilities, and obligations set forth in this Agreement. City’s inspection and testing shall not be deemed or considered acceptance by the City of any portion of the Construction Project. City’s inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

d. Contractor shall, without charge, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. The determination of defective and non-compliant Work and identification of replacement or repairs necessary to meet the Contract Document requirements shall be made in

the City's sole discretion. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.

7. Partial Utilization of Construction Project: City shall have the right to use or occupy any portion of the Construction Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Construction Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Construction Project. In the event City takes possession of any portion of the Construction Project, such possession shall not be deemed an acceptance of the Construction Project, in whole or in part. Contractor shall still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Construction Project shall not be grounds for extensions of any construction deadlines or a change in the Contractor's compensation. Contractor's warranties shall run from the completion of the total Construction Project and not from the date the City may take possession of selected portions of the Construction Project.

8. Related Work at the Site: Nothing in this Agreement shall prevent or preclude City, through its own employees or by contract with any third party, from performing other work related to the Construction Project at the construction site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Construction Project. Contractor shall afford any City employee, agent or representative, or any third party under contract with the City to perform the related work, proper and safe access to the construction site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and shall properly coordinate the Contractor's work on the Construction Project with the related work.

9. Contractor's Warranties: Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor on the Construction Project must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

b. All workmanship and materials shall be of a kind and nature acceptable to the City.

c. All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including

redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor shall prosecute the completion of the Construction Project under the terms of this Agreement and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.

f. Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.

g. Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

h. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

i. All work must be performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss.

j. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

k. Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

l. Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

10. Delays and Extensions of Time: If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts

or omissions of the City, Contractor shall, within ten (10) days of the commencement of any such delay, give the City written notice thereof. Further, Contractor shall, within ten (10) days of the termination of such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor shall make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays. Overtime Costs identified in the Special Provisions are still applicable.

11. Suspension:

a. The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

b. Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** upon terms satisfactory to City promptly make every reasonable effort to obtain suspension of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.

c. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to reasonably compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and **(4)** an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Construction Project has increased or decreased.

d. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Construction Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.

e. No compensation described in Section 11(c) shall be paid and no extension of time to complete the Construction Project shall be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

12. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Construction Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Construction Project.

b. In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services that Contractor has actually rendered. In the case of a lump sum or unit price contract, Contractor shall not be entitled to any further payment until the Construction Project has been completed. Upon completion of the Construction Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Construction Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess shall be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

c. Any termination provided for by this Section 12 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 12, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

13. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Construction Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project, discontinue placing orders for materials, supplies, and equipment for the Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

c. In the event of a termination pursuant to this Section 13, Contractor is entitled to payment only for those services that Contractor has actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City's sole property.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

14. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) days of the occurrence of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

15. Representatives:

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be **Sylvia Tarman** or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. Contractor's Representative: The Contractor's Representative for the purpose of this Agreement shall be _____ or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

16. Locating Underground Facilities: If City personnel assume responsibility for locating any underground facilities, this fact shall be noted in writing prior to commencement of such location work. Otherwise, Contractor shall be solely responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor shall make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur.

17. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Construction Project.

18. Ownership of Documents; Indemnification: All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City ("City Documents and Information"). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

19. Laws and Regulations: Contractor shall comply fully with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste and storm water discharge, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, and utilization of minority and small business statutes and regulations.

20. Non-discrimination in Hiring: All hiring by Contractor and subcontractors of persons performing work for Contractor will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law. The Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

21. Intoxicants; DOT Drug and Alcohol Regulations: Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

22. Labor Relations:

a. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the Construction Project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Construction Project and the termination of this Agreement.

b. As required by §18-2-403, MCA, in performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

c. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit F**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth on **Exhibit F** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the Construction Project, and for a period of three (3) years following the date of final completion of the Construction Project and termination of this Agreement.

d. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Construction Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the work on the Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

e. Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

23. Subcontractors:

a. Contractor may employ subcontractors for any work on the Construction Project. Contractor shall provide City with a list of all subcontractors employed and require that all subcontractors are appropriately licensed to work in the City of Great Falls.

b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

24. Indebtedness and Liens: Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Construction Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same toward the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

25. Hazard Communication: Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Departments of Environmental Quality and Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated safety data sheets (SDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of the Construction Project. One copy of this documentation must be

delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

26. Accounts and Records: Except as provided to the contrary herein, during the term of this Agreement and for two (2) years following the City's final acceptance of the Construction Project, Contractor shall maintain accounts and records related to the Construction Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Construction Project.

27. Indemnification; Insurance; Bonds:

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.

b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

c. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

d. Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

e. In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

f. Contractor also waives any and all claims and recourse against the City or its officers,

agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA.

g. These obligations shall survive termination of this Agreement and the services performed hereunder.

h. In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown on Exhibit G.

i. Contractor shall maintain those insurances as may be required by City as set forth on The attached **Exhibit G**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and its representatives, including but not limited to the architect and engineer, as additional insureds using a substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit G**.

j. Contractor shall maintain those security guarantees set forth on the attached **Exhibit H**, Required Bonds.

28. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue.

29. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each

party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

30. Survival: Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

31. Headings: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

32. Waiver: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.

33. Severability: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

34. Applicable Law: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.

35. Binding Effect: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

36. Amendments: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.

37. No Third-Party Beneficiary: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

38. Counterparts: This Agreement may be executed in counterparts, which together constitute one instrument.

39. Assignment: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.

40. Authority: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

41. Independent Contractor: The parties agree and acknowledge that in the performance of this Agreement and the completion of the Construction Project, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

42. Agreement Documents: All work on the Construction Project shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, the Instructions to Bidders, Special Provisions, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Bid Form and Project Manual
- Exhibit B: City Supplied Materials
- Exhibit C: Construction Schedule
- Exhibit D: Compensation Schedule
- Exhibit E: Change of Work Specifications
- Exhibit F: Contractor's Rates of Wages, Benefits, and Expenses
- Exhibit G: Required Insurance Coverage
- Exhibit H: Required Bonds

43. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

*** APPROVED AS TO FORM:**

By: _____
Jeffrey M. Hindoien, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Exhibit A

Project Manual and Bid Form

Attached.

This Agreement is included within the Project Manual and all other portions of the Project Manual are hereby incorporated within this Agreement by this reference. If there are inconsistencies or conflicts between any provision of this Agreement and other parts of the Project Manual, the Agreement prevails and is given greater weight in reconciling the conflicts.

Exhibit B

City Supplied Materials

None

Exhibit C

Construction Schedule

Exhibit D

Compensation Schedule

Contractor shall not demand or be entitled to receive payment for any work on the Construction Project, in whole or in part, except in the manner set forth herein.

Monthly Progress Payments

A. After the commencement of work on the Construction Project, the Contractor may request monthly progress payments by submitting a written Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Construction Project prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the Application to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

B. Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations as associated with the prior Applications for Payment.

C. City and its architect or engineer shall promptly review all Applications for Payment and, within twenty-one (21) days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the 21 day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** failure to remedy defective construction work or materials; **(3)** disputed work or materials; **(4)** failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Compensation; and **(8)** Contractor's non-compliance with applicable federal, state, and local laws, rules, regulations, and ordinances.

D. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section C above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

E. If the City approves a monthly progress payment, the City shall withhold the five percent (5%) Retainage Amount from the total payment requested in the Application for Payment and may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the eight (8) items set out in Section C above. City shall tender the balance of the approved monthly progress payment to Contractor within fourteen (14) days following the approval.

F. Contractor understands that the Montana Public Contractors' Gross Receipts Tax requires all contractors or subcontractors working on a publicly funded project to pay or have withheld from earnings one percent (1%) of the gross contract price if the public contract price, including subcontracts attached thereto, is Five Thousand Dollars (\$5,000) or more. If required, the City will withhold this tax from any payment made to Contractor and will remit the amount withheld to the Montana Department of Revenue. Contractor must withhold the tax from payments made to subcontractors by Contractor.

G. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Construction Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

Final Payment

A. Upon completion of the Construction Project, Contractor shall submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor shall attach all supporting documentation and receipts to the Application for Final Payment to verify that the Construction Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Construction Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor shall include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the Construction Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Construction Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit shall contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

B. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's

final inspection of the Construction Project, Contractor has not completed all punch list items and failed to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) liens or claims which have been filed or brought against Contractor or the City related to the Construction Project, or any such claims have not been properly documented in Contractor's Affidavit; (7) damage to the City; (8) Contractor has not delivered all maintenance and operating instructions, marked-up record documents, as-builts, and any other documents relating to the Construction Project as required by City; and (9) the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

C. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section B above for which approval of the Application for Final Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

D. Final payment is due and payable within fourteen (14) days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the nine (9) items set out in Section B above and any tax withholding required by law.

Exhibit E

Change of Work Specifications

A. City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Construction Project by submitting a written Change Order to Contractor. Upon receipt and City approval of any Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

B. City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

1. increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

- a.** by unit prices otherwise set forth in the Agreement or subsequently agreed upon;
- b.** by an agreed upon lump sum; or
- c.** by the cost of the work and an agreed upon mark-up for Contractor's overhead and profit, with the costs of the work determined as follows:

(i) The Contractor shall be paid the actual gross wage rates, without any deductions, withholding, or overhead, paid for all labor and foremen assigned exclusively to performing the Change Order work, for the total recorded hours, in addition to a surcharge not to exceed 80% the total gross wage rates. The gross wage rates shall include travel pay, if applicable, however may not include fringe benefits, whether or not paid directly to the employees. Payment as described above will consist of full compensation for all labor related expenses incurred including but not limited to premiums for workers compensation insurance, Contractors liability and property damage insurance, social security taxes, unemployment compensation, health and welfare expenses, small tools and equipment not otherwise classified under heavy equipment and other expenses imposed by federal or state laws or both. Only labor included in certified payrolls will be eligible. The gross wage rates for Change Order work will be those which are listed on the certified payroll.

(ii) Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.

(iii) Costs for the use of heavy equipment and the transportation of the same. Such costs shall be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Construction Project. Contractor owned equipment rates shall be in accordance with the latest edition of RSMMeans - Costs in compliance with the contract prevailing wage rates. Operator/labor costs shall be paid in accordance with (i) above.

(iv) Contractor's fee for overhead, profit, bonds, insurance, all related administrative fees, management costs, and taxes as described in section 28: (1) shall be no greater than 15% of the total labor, material and equipment costs incurred under paragraphs B.1.c.(i-iii); plus (2) may include up to a 5% markup of the total Subcontractor fees; Subcontractors and each lower tier contractor may apply a 15% markup to their individual costs as described in paragraph B.1. above.

(v) All cost of the work Change Order efforts will be accounted for daily. The City's field representative will prepare daily reports. Daily report sheets shall be the true record of additional work.

(vi) Contractor shall submit statements for the Change Order work including material invoices and freight bills, applicable certified payrolls, and equipment rental rates.

Or,

2. decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement. Engineer approved materials, testing and reports, inspections, certifications and all requirements of the Technical Specifications which are not provided or performed by the Contractor will be grounds for a decrease in Contractor compensation. If activity is specifically included in the approved Schedule of Values, Owner's credit shall be equal to the value established by the Contractor and approved by the Engineer in the Schedule of Values.

C. Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

D. Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

Exhibit F

Contractor's Rates of Wages, Benefits, and Expenses

For purposes of prevailing wage requirements, this Project is considered as . The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

Exhibit G

Required Insurance Coverage

Contractor shall purchase and maintain insurance coverage as set forth below. The amounts of insurance provided shall be exclusive of defense costs. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for the warranty period. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the City. **The City must approve all insurance coverage and endorsements prior to the Contractor's commencing work.**

*** Insurance Coverage at least in the following amounts is required:**

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,500,000 per occurrence
\$3,000,000 aggregate |
| 2. | Products and Completed Operations | \$3,000,000 |
| 3. | Automobile Liability | \$1,500,000 combined single
limit |
| 4. | Workers' Compensation | Not less than statutory limits |
| 5. | Employers' Liability | \$1,500,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,500,000 |
| 7. | Builder's Risk/Property Insurance (for buildings) | Equal to greater of
Contractor's compensation or full replacement (covering all work, buildings, materials and
equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious
mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, |

water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

- | | | |
|-----------|---|---|
| 8. | Owner's and Contractor's Protective Liability
(not required if General Aggregate has
Project or location selection) | \$1,000,000 per occurrence
\$3,000,000 aggregate |
| 9. | Contractual Liability Insurance
(covering indemnity obligations) | \$1,000,000 per occurrence
\$3,000,000 aggregate |

Additional coverage may be required in the event of the following:
crane operating services: add On-Hook Coverage
transportation services: add \$1,000,000 Transit Coverage

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: **Approved** **Denied**

THE REMAINDER OF THIS PAGE IS LEFT BLANK

Exhibit H

Required Bonds

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of at least A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and until the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

Bond Types and Amounts:

- | | | |
|-----------|----------------------------------|---|
| 1. | Performance Bond | Equal to Contractor's compensation amount |
| 2. | Labor and Materials Payment Bond | Equal to Contractor's compensation amount |

This page intentionally left blank.

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2024

Effective: Effective January 13, 2024

*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 ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
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

TABLE OF CONTENTS

MONTANA PREVAILING WAGE REQUIREMENTS:

A. Date of Publication	3
B. Definition of Building Construction	3
C. Definition of Public Works Contract	3
D. Prevailing Wage Schedule	3
E. Rates to Use for Projects	3
F. Wage Rate Adjustments for Multiyear Contracts	3
G. Fringe Benefits	4
H. Prevailing Wage Districts	4
I. Dispatch City	5
J. Zone Pay	5
K. Computing Travel Benefits	5
L. Per Diem	5
M. Apprentices	5
N. Posting Notice of Prevailing Wages	5
O. Employment Preference	5
P. Projects of a Mixed Nature	6
Q. Occupations Definitions Website	6
R. Welder Rates	6
S. Foreman Rates	6

WAGE RATES:

BOILERMAKERS	7
BRICK, BLOCK, AND STONE MASONS	7
CARPENTERS	7
CARPET INTALLERS	7
CEMENT MASONS AND CONCRETE FINISHERS	8
CONSTRUCTION EQUIPMENT OPERATORS	8
OPERATORS GROUP 1	8
OPERATORS GROUP 2	9
OPERATORS GROUP 3	9
OPERATORS GROUP 4	10
OPERATORS GROUP 5	10
OPERATORS GROUP 6	10
OPERATORS GROUP 7	11
CONSTRUCTION LABORERS	11
LABORERS GROUP 1	11
LABORERS GROUP 2	11
LABORERS GROUP 3	12
LABORERS GROUP 4	12
DRYWALL APPLICATORS	12
ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL	13
ELEVATOR CONSTRUCTORS	13
FLOOR LAYERS	14
GLAZIERS	14
HEATING AND AIR CONDITIONING	14
INSULATION WORKERS - MECHANICAL (HEAT AND FROST)	14
IRONWORKERS - REINFORCING IRON AND REBAR WORKERS	15
IRONWORKERS - STRUCTURAL IRON AND REBAR WORKERS	15
MILLWRIGHTS	15
PAINTERS: INCLUDING PAPERHANGERS	15
PILE BUCKS	16
PILOT CAR DRIVERS	16
PLASTERERS	16
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS	17
ROOFERS	18
SHEET METAL WORKERS	18
SOLAR PHOTOVOLTAIC INSTALLERS	19
SPRINKLER FITTERS	19
TAPERS	20
TELECOMMUNICATIONS EQUIPMENT INSTALLERS	20
TERRAZZO WORKERS AND FINISHERS	20
TILE AND STONE SETTERS	20
TRUCK DRIVERS	21

A. Date of Publication Effective January 13, 2024

B. Definition of Building Construction

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

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <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.

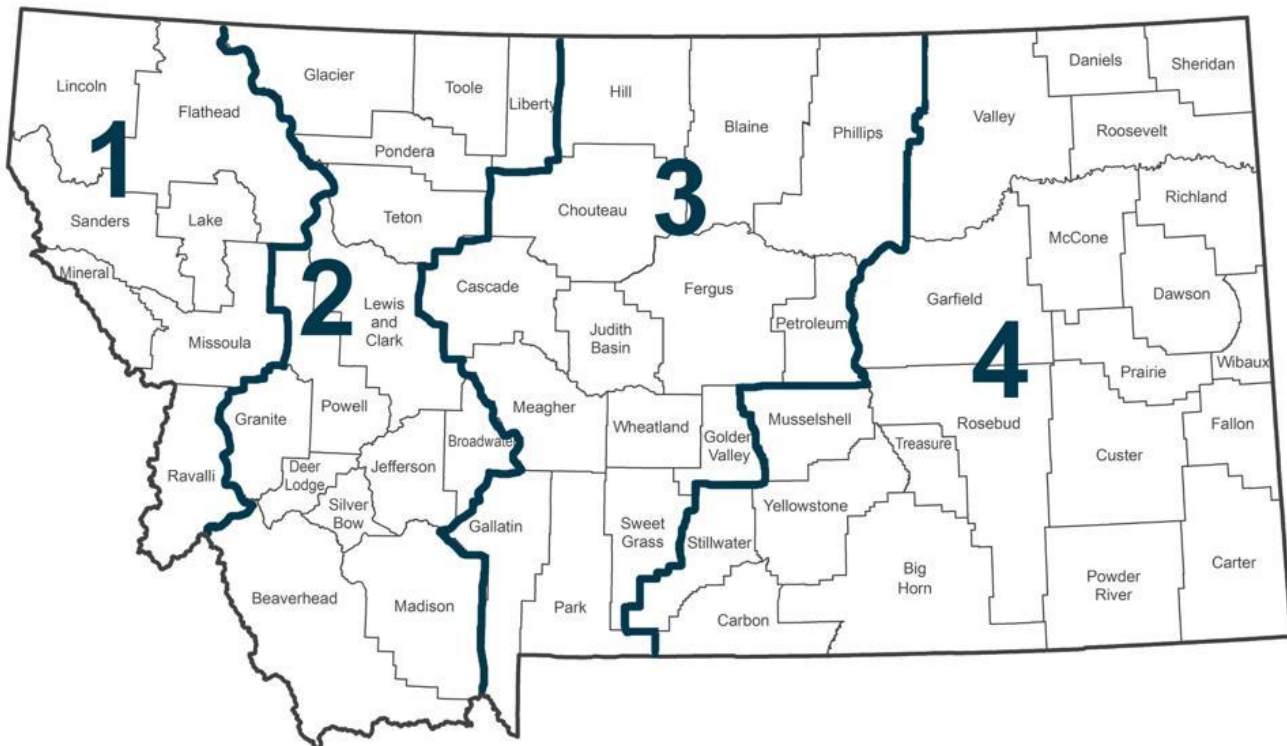
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

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

L. Per Diem

ARM, 24.17.103(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 18-2-408, MCA states:

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

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

Q. Occupations Definitions

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

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

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:

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

[↑ Back to Table of Contents](#)

BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$33.11	\$17.39
District 2	\$33.11	\$17.39
District 3	\$33.11	\$17.39
District 4	\$33.11	\$17.39

Travel:

All Districts

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

[↑ Back to Table of Contents](#)

CARPENTERS

	Wage	Benefit
District 1	\$30.06	\$11.48
District 2	\$27.50	\$14.07
District 3	\$30.78	\$11.28
District 4	\$31.39	\$11.74

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.

[↑ Back to Table of Contents](#)

CARPET INSTALLERS

No Rate Established

Duties Include:

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

[↑ Back to Table of Contents](#)

CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$30.55	\$6.74
District 2	\$29.45	\$5.87
District 3	\$30.75	\$6.51
District 4	\$30.00	\$7.40

Duties Include:

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

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$31.51	\$16.68
District 2	\$30.61	\$16.68
District 3	\$30.86	\$16.68
District 4	\$30.86	\$16.68

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.

[↑ Back to Table of Contents](#)

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	\$27.85	\$ 7.57
District 2	\$30.60	\$11.06
District 3	\$29.60	\$10.03
District 4	\$31.58	\$11.20

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

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	\$30.07	\$12.82
District 2	\$32.83	\$16.68
District 3	\$32.31	\$10.70
District 4	\$29.36	\$11.27

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.

[↑ Back to Table of Contents](#)

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	\$34.05	\$16.68
District 2	\$29.05	\$12.85
District 3	\$30.90	\$13.50
District 4	\$33.92	\$16.68

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.

[↑ Back to Table of Contents](#)

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	\$16.68
District 2	\$30.78	\$15.32
District 3	\$29.05	\$15.38
District 4	\$35.02	\$16.68

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

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	\$36.11	\$16.68
District 2	\$36.11	\$16.68
District 3	\$36.11	\$16.68
District 4	\$36.11	\$16.86

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

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	\$37.21	\$16.68
District 2	\$37.21	\$16.68
District 3	\$37.21	\$16.68
District 4	\$37.21	\$16.68

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.

[↑ Back to Table of Contents](#)

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

[↑ Back to Table of Contents](#)

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	\$26.23	\$12.00
District 2	\$27.25	\$12.00
District 3	\$26.29	\$ 8.91
District 4	\$27.25	\$12.00

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.

[↑ Back to Table of Contents](#)

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.

[↑ Back to Table of Contents](#)

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	\$25.60	\$12.00
District 2	\$26.27	\$12.00
District 3	\$26.41	\$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.

[↑ Back to Table of Contents](#)

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

	Wage	Benefit
District 1	\$31.24	\$14.07
District 2	\$31.24	\$14.07
District 3	\$31.24	\$14.07
District 4	\$31.24	\$14.07

Duties Include:

Drywall and ceiling tile installation.

[↑ Back to Table of Contents](#)

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	\$34.15	\$15.38
District 2	\$33.90	\$17.75
District 3	\$34.43	\$16.40
District 4	\$38.86	\$16.73

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.

[↑ Back to Table of Contents](#)

ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$62.25	\$45.24
District 2	\$62.25	\$45.24
District 3	\$62.25	\$45.24
District 4	\$62.25	\$45.24

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.

[↑ Back to Table of Contents](#)

FLOOR LAYERS

No Rate Established

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

[↑ Back to Table of Contents](#)

GLAZIERS

	Wage	Benefit
District 1	\$24.78	\$4.33
District 2	\$23.28	\$5.66
District 3	\$23.75	\$4.41
District 4	\$22.97	\$4.37

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.30	\$20.73

Duties Include:

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

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

[↑ Back to Table of Contents](#)

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$40.56	\$21.99
District 2	\$40.56	\$21.99
District 3	\$40.56	\$21.99
District 4	\$37.34	\$21.99

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

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.

[↑ Back to Table of Contents](#)

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$33.95	\$25.59
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

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.

[↑ Back to Table of Contents](#)

IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$33.95	\$24.50
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

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.

[↑ Back to Table of Contents](#)

MILLWRIGHTS

	Wage	Benefit
District 1	\$40.49	\$18.84
District 2	\$40.49	\$18.84
District 3	\$40.49	\$18.84
District 4	\$40.49	\$18.84

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

[↑ Back to Table of Contents](#)

PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$30.00	\$12.81
District 2	\$21.28	\$12.81
District 3	\$25.55	\$12.81
District 4	\$30.30	\$12.81

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

[↑ Back to Table of Contents](#)

PILE BUCKS

	Wage	Benefit
District 1	\$34.50	\$14.07
District 2	\$34.50	\$14.07
District 3	\$34.50	\$14.07
District 4	\$34.50	\$14.07

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.

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

PILOT CAR DRIVERS

No Rate Established

[↑ Back to Table of Contents](#)

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.

[↑ Back to Table of Contents](#)

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$37.63	\$16.26
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$36.71	\$20.31

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.

[↑ Back to Table of Contents](#)

ROOFERS

	Wage	Benefit
District 1	\$31.47	\$13.26
District 2	\$31.47	\$13.26
District 3	\$29.83	\$ 9.20
District 4	\$24.42	\$ 9.06

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.

[↑ Back to Table of Contents](#)

SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

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

>45 mi.

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

Per Diem:

All Districts

\$85/day

[↑ Back to Table of Contents](#)

SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$32.75	\$17.75
District 2	\$32.75	\$17.75
District 3	\$33.90	\$16.40
District 4	\$33.70	\$16.40

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

[↑ Back to Table of Contents](#)

SPRINKLER FITTERS

	Wage	Benefit
District 1	\$37.66	\$23.68
District 2	\$39.06	\$25.39
District 3	\$39.06	\$25.39
District 4	\$39.06	\$25.39

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.

[↑ Back to Table of Contents](#)

TAPERS

No Rate Established

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$32.36	\$9.73
District 2	\$23.33	\$7.03
District 3	\$24.17	\$8.12
District 4	\$23.93	\$2.32

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

[↑ Back to Table of Contents](#)

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

[↑ Back to Table of Contents](#)

TILE AND STONE SETTERS

	Wage	Benefit
District 1	\$22.94	\$3.74
District 2	\$22.94	\$3.74
District 3	\$22.94	\$3.74
District 4	\$22.94	\$3.74

Duties Include:

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

[↑ Back to Table of Contents](#)

Travel and Per Diem

No travel or per diem established.

TRUCK DRIVERS

Pilot Car Driver **No Rate Established**

	Wage	Benefit
District 1	\$23.42	\$ 5.30
District 2	\$25.00	\$ 5.50
District 3	\$31.06	\$10.16
District 4	\$30.60	\$ 9.93

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.

[↑ Back to Table of Contents](#)

This page intentionally left blank.

"General Decision Number: MT20240062 08/02/2024

Superseded General Decision Number: MT20230062

State: Montana

Construction Type: Building

County: Cascade County in Montana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	05/24/2024

2 06/28/2024
3 08/02/2024

ASBE0082-002 08/01/2023

	Rates	Fringes
Heat and Frost Insulator.....	\$ 42.26	21.87

BOIL0011-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 34.12	30.94

* BRMT0001-001 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 33.11	17.18

CARP0082-005 06/01/2024

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Formwork).....	\$ 27.50	17.17

Zone Definition:

The hourly rate applicable to each project is determined by measuring the road miles over the shortest practical route from the County Courthouse of the following towns to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Lewiston, Miles City, and Missoula

- Zone 1: 0 to 30 miles - Base Rate
- Zone 2: 31 to 60 miles - \$4.00
- Zone 3: over 60 miles - \$6.00

ELEC0233-015 03/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	2.5%+15.57
Low Voltage Wiring for Alarms, Computers & HVAC Temperature Controls.....	\$ 23.90	11.36+625%

ELEV0019-005 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.25	37.335+a+b

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0400-004 05/01/2013

Rates Fringes

POWER EQUIPMENT OPERATOR:

(Zone 1)

(1) Crane, Forklift, Front End Loader.....	\$ 24.32	11.40
(2) Excavator.....	\$ 24.79	11.40

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

- Zone 1: 0 to 30 miles - Base Pay
- Zone 2: 30 to 60 miles - Base Pay + \$3.50
- Zone 3: Over 60 miles - Base Pay + \$5.50

IRON0732-015 06/01/2023

Rates Fringes

IRONWORKER, STRUCTURAL, REINFORCING AND ORNAMENTAL.....	\$ 34.83	24.90
--	----------	-------

LAB01686-008 05/01/2021

Rates Fringes

LABORER (Zone 1) Mason Tender-Brick.....	\$ 23.05	12.72
---	----------	-------

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula, Kalispell

TRAVEL ZONES:

- ZONE 1: 0 to 30 miles, Base Pay
- ZONE 2: 30-60, add \$3.05 to Base Pay
- ZONE 3: Over 60 miles, add \$4.85 to Base Pay

PAIN1922-004 11/01/2021

Rates Fringes

PAINTER: Brush and Spray.....	\$ 26.39	19.39
-------------------------------	----------	-------

PLUM0041-013 07/01/2021

Rates Fringes

PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 36.35	16.00
PLUMBER, Includes HVAC Pipe Installation.....	\$ 36.35	16.00

SHEE0103-008 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct and System Installation Only)....	\$ 33.00	20.17

* SUMT2011-038 01/04/2011

	Rates	Fringes
LABORER: Common or General.....	\$ 14.62 **	5.02
OPERATOR: Backhoe.....	\$ 20.56	6.35
PAINTER: Roller.....	\$ 17.00 **	0.00
ROOFER.....	\$ 14.68 **	2.12

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

This page intentionally left blank.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Owner-furnished/Contractor-installed (OFICI) products.
4. Contractor's use of site and premises.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Great Falls Public Library Entrance Door Replacement.

1. Project Location: Great Falls Public Library. 301 2nd Avenue North, Great Falls, Montana .

B. Owner: City of Great Falls . Owner's Representative: Susie McIntyre, Director.

C. Architect: Cushing Terrell, 219 2nd Ave South, Great Falls Montana. 406.452.3321.

1. Architect's Representative: Anthony Houtz, 406.453.3321 .

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Demolition and renovation of existing vestibule door exterior and interior door pairs.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
 2. Provide for delivery of Owner-furnished products to Project site.
 3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
 4. Obtain manufacturer's inspections, service, and warranties.
 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
 4. Make building services connections for Owner-furnished products.
 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
 6. Repair or replace Owner-furnished products damaged following receipt.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 07:30 a.m. to 5:30 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products , alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This page intentionally left blank.

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
 - 1. Work Change Proposal Requests issued by Architect re not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit [one digitally] signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

GREAT FALLS PUBLIC LIBRARY RENOVATION
ENTRY VESTIBULE'S EXTERIOR AND INTERIOR DOORS
GREAT FALLS, MONTANA

CITYGF24_LIB

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Digital project management procedures.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Owner name.
 - 2. Owner's Project number.
 - 3. Name of Architect.
 - 4. Architect's Project number.
 - 5. Date.
 - 6. Name of Contractor.
 - 7. RFI number, numbered sequentially.
 - 8. RFI subject.
 - 9. Specification Section number and title and related paragraphs, as appropriate.
 - 10. Drawing number and detail references, as appropriate.
 - 11. Field dimensions and conditions, as appropriate.
 - 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 13. Contractor's signature.
 - 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Web-Based Project Management Software Package: web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project management software includes, at a minimum, the following features:

- a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
 3. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Procore Technologies, Inc.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.
- 1.6 PROJECT MEETINGS
- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, , Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Submittal procedures.
 - k. Use of the premises and existing building.
 - l. Work restrictions.
 - m. Working hours.
 - n. Owner's occupancy requirements.
 - o. Procedures for disruptions and shutdowns.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at regular intervals.
1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:

2. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for [commencement of the Work] to date of [final completion].
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. :
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion[, and the following interim milestones:]
 - 1. Temporary enclosure and space conditioning.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Pending modifications affecting the Work and the Contract Time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This page intentionally left blank.

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.

8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

E. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's] action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:

- a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit [one] full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- E. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

F. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 1. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.

- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services and metering as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 Insert number at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment land-based telephone line(s) for each field office.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Utilize designated area within existing building for temporary field offices.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs so they are legible at all times.
- E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

- G. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

- H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 3. Provide walk-off mats at each entrance through temporary partition.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION

This page intentionally left blank

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 2. Protect items from damage during transport and storage.
 - 3. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- B. Burning: Do not burn waste materials.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements.

10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, , listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.

- d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
- a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - e. Vacuum and mop concrete.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Wipe surfaces of mechanical and electrical equipment] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - l. Clean ducts, blowers, and coils.
 - 1) Clean HVAC system in compliance with Section 230130.52 "Existing HVAC Air-Distribution System Cleaning."
 - m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - n. Clean strainers.
 - o. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION

This page intentionally left blank

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.
2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

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

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.
 - 5. Review and finalize protection requirements.
 - 6. Review procedures for noise control and dust control.
 - 7. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.
- E. On-site sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.2 PREPARATION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.
 - 1. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:

- a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate, reinstall, reconnect, and make equipment operational.
- b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to Owner.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

This page intentionally left blank

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum-framed entrance and storefront systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories.

B. Shop Drawings:

1. Plans, elevations, sections, full-size details, and attachments to other work.
2. Details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
3. Point-to-point wiring diagrams showing the following:
 - a. Power requirements for each electrically operated door hardware.
 - b. Location and types of switches, signal device, conduit sizes, and number and size of wires.

1.3 INFORMATIONAL SUBMITTALS

A. Energy Performance Certificates: For aluminum-framed entrance and storefront systems, accessories, and components, from manufacturer.

1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront system.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For aluminum-framed entrance and storefront systems.

1.5 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed entrance and storefront systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metals, metal finishes, and other materials beyond normal use.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D 4214.
 - c. Cracking, peeling, or chipping.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance and storefront systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Aluminum-framed entrance and storefront systems to withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:

- a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- B. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
1. Deflection Normal to Wall Plane: Limited to 1/175 of length of span of the framing member for lengths of up to 13 feet 6 inches and to 1/240 of length of span of the framing member plus 1/4 inch for lengths greater than 13 feet 6 inches.
 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.
 - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- C. Structural: Test in accordance with ASTM E330/E330M as follows:
1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.
 2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- D. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
- E. Water Penetration under Dynamic Pressure: Test in accordance with AAMA 501.1 as follows:
1. No evidence of water penetration through fixed glazing and framing areas when tested at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
 2. Maximum Water Leakage: In accordance with AAMA 501.1. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.

- F. Seismic Performance: Aluminum-framed entrance and storefront systems to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7.
- G. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for basic protection.
 - 1. Large-Missile Test: For glazing located within 30 feet of grade.
- H. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
 - 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested in accordance with AAMA 501.5.
 - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F.
 - b. Low Exterior Ambient-Air Temperature: -20 deg F.
 - c. Interior Ambient-Air Temperature: 75 deg F.
- I. Structural-Sealant Joints:
 - 1. Designed to carry gravity loads of glazing.
- J. Structural Sealant: ASTM C1184. Capable of withstanding tensile and shear stresses imposed by structural-sealant-glazed, aluminum-framed entrance and storefront systems without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant to occur before adhesive failure.
 - 1. Adhesive failure occurs when sealant pulls away from substrate cleanly, leaving no sealant material behind.
 - 2. Cohesive failure occurs when sealant breaks or tears within itself but does not separate from each substrate, because sealant-to-substrate bond strength exceeds sealant's internal strength.

2.3 ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Kawneer Company, Inc.; Arconic Corporation.
 - 2. OldCastle BuildingEnvelope (OBE).
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
 - 1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
 - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
 - 2. Door Design: Medium stile; 3-1/2-inch nominal width.
 - 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.
 - 4. Finish: Match adjacent storefront framing finish.

2.4 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware for each entrance door, to comply with requirements in this Section.
 - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
 - 2. Opening-Force Requirements:
 - a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbf to set the door in motion and not more than 15 lbf to open the door to its minimum required width.
 - b. Accessible Interior Doors: Not more than 5 lbf to fully open door.
- B. Pivot Hinges: BHMA A156.4, Grade 1.
- C. Continuous-Gear Hinges: BHMA A156.26.
- D. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.
- E. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing in accordance with UL 305.
- F. Cylinders:

1. BHMA A156.5, Grade 1.
 - a. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE".
 - G. Strikes: Provide strike with steel dust box for each latch or lock bolt; fabricated for aluminum framing.
 - H. Operating Trim: BHMA A156.6.
 - I. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.
 - J. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
 - K. Weather Stripping: Manufacturer's standard replaceable components.
 1. Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC.
 - L. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
 - M. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch.
- 2.5 GLAZING
- A. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
 - B. Glazing Sealants: As recommended by manufacturer.
- 2.6 MATERIALS
- A. Sheet and Plate: ASTM B209.
 - B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
- 2.7 ACCESSORIES
- A. Automatic Door Operators: Section 087113 "Power Door Operators."
 - B. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
2. Reinforce members as required to receive fastener threads.
3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Physical and thermal isolation of glazing from framing members.
 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from interior.
 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 1. At interior and exterior doors, provide compression weather stripping at fixed stops.
- E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
 2. At exterior doors, provide weather sweeps applied to door bottoms.
- F. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- G. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.9 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

1. Color: Medium bronze.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed to produce weathertight installation.
- I. Install components plumb and true in alignment with established lines and grades.
- J. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- K. Install entrance doors to produce smooth operation and tight fit at contact points.
 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.

2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.3 ERECTION TOLERANCES

- A. Install aluminum-framed entrance and storefront systems to comply with the following maximum tolerances:
 1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
 2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
 3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

3.4 FIELD QUALITY CONTROL

- A. Aluminum-framed entrance and storefront systems will be considered defective if they do not pass tests and inspections.

3.5 MAINTENANCE SERVICE

- A. Entrance Door Hardware Maintenance:
 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

END OF SECTION

This page intentionally left blank

SECTION 087113 - POWER DOOR OPERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Power door operators for swinging doors.

1.2 DEFINITIONS

- A. AAADM: American Association of Automatic Door Manufacturers.
- B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.
- C. Double-Swing (Doors): A pair of doors that swing, with the two doors moving in opposite directions with a mullion between them; each door functioning as a single-swing door.
- D. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.
- E. For automatic door terminology, see BHMA A156.10 and BHMA A156.19 for definitions of terms.

1.3 COORDINATION

- A. Coordinate sizes and locations of recesses in concrete floors for recessed control mats that control power door operators. Concrete, reinforcement, and formwork requirements are specified elsewhere.
- B. Templates: Distribute for doors, frames, and other work specified to be factory prepared and reinforced for installing power door operators.
- C. Coordinate hardware for doors with operators to ensure proper size, thickness, hand, function, and finish.
- D. Electrical System Roughing-in: Coordinate layout and installation of power door operators with connections to the following:
 - 1. Power supplies.
 - 2. Remote activation devices.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for power door operators.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For power door operators.
 - 1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
 - 2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Indicate locations of activation and safety devices.
 - 4. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For power door operators, safety devices, and control systems, to include in maintenance manuals.

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of power door operators that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Faulty or sporadic operation of power door operator, including controls.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering or use.
 - 2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Falcon; an Allegion Brand.
 2. Hager Companies.
 3. Horton Automatics; a division of Overhead Door Corporation.
 4. LCN; an Allegion brand.

2.2 POWER DOOR OPERATORS, GENERAL

- A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated; and in accordance with UL 325. Coordinate operator mechanisms with door operation, hinges, and activation and safety devices.
1. Emergency Breakaway: Where indicated for center-pivoted doors, provide emergency breakaway feature for reverse swing of doors. Equip system to discontinue power to power door operator when door is in emergency breakaway position, to return door to closed position after breakaway, and to automatically reset.
 2. Wind Load: Provide door operators on exterior doors that will open and close doors and maintain them in fully closed position when subjected to wind load.
- B. Electrohydraulic Operating System: Self-contained, low-pressure unit; with separate cylinders for power and checking, connections for power and activation- and safety-device wiring, and manual operation, including spring closing when power is off.
- C. Hinges: See Section 087100 "Door Hardware" for hinge type for each door that door operator shall accommodate.
- D. Housing for Overhead Concealed Operators: Fabricated from minimum 0.125-inch-thick, extruded or formed aluminum and extending full width of door opening, including door jambs, to conceal door operators and controls. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 POWER DOOR OPERATORS FOR SWINGING DOORS

- A. Standard: BHMA A156.10.
- B. Performance Requirements:
 - 1. Opening Force:
 - a. Power-Operated Swinging Doors: Not more than 30 lbf required to manually open door if power fails.
 - b. Breakaway Device for Power-Operated Doors: Not more than 50 lbf required for breakaway door or panel to open.
- C. Configuration: Operator to control single swinging door.
 - 1. Traffic Pattern: Two way.
 - 2. Operator Mounting: Surface.
- D. Operating System: Electrohydraulic.
- E. Microprocessor Control Unit: Solid-state controller.
- F. Features:
 - 1. Adjustable openingandclosing speed.
 - 2. Adjustable openingandclosing force.
 - 3. Adjustable backcheck.
 - 4. Adjustable hold-open time from zero to 30 seconds.
 - 5. Adjustable time delay.
 - 6. Obstruction recycle.
 - 7. On-off/hold-open switch to control electric power to operator; key operated.
- G. Controls: Activation and safety devices in accordance with BHMA standards.
 - 1. Activation Device, Switch: Touchless switchto activate door operator.
 - 2. Safety Device, Presence Sensor: Mounted on door header to detect pedestrians in presence zone and to prevent door from closing.
- H. Exposed Finish: Finish matching door and frame.
 - 1. Color: Medium bronze.

2.4 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Extrusions: ASTM B221.

2. Sheet: ASTM B209.

2.5 CONTROLS

- A. General: Provide controls, including activation and safety devices, in accordance with BHMA standards; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.
- B. Presence Sensors: Self-contained, active-infrared scanner units; adjustable to provide detection field sizes and functions required by BHMA A156.10. Sensors shall remain active at all times.
- C. Touchless Switch: Hands-free activation door-control switch with flat motion sensor face-plate with contrasting-colored, engraved message.
 - 1. Configuration: 1.68-by-4.56-inch jamb-style face plate.
 - 2. Face-Plate Material: Stainless steel.
 - 3. Message: International symbol of accessibility and "Wave to Open" and wave symbol.

2.6 ACCESSORIES

- A. Signage: As required by cited BHMA standard for type of door and its operation.
 - 1. Application Process: Silk-screened.

2.7 FABRICATION

- A. Factory fabricate power door operators to comply with indicated standards.
- B. Form aluminum shapes before finishing.
- C. Fabricate exterior components to drain condensation and water-passing joints within operator enclosure to the exterior.
- D. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match operator.
- E. Provide metal cladding, completely covering visible surfaces before shipment to Project site. Fabricate cladding with concealed fasteners and connection devices, with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion, and with allowance for thermal expansion at exterior doors.

2.8 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary, protective covering before shipping.
- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

2.9 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, door and frame preparation and reinforcements, and other conditions affecting performance of power door operators.
- B. Examine roughing-in for electrical systems to verify actual locations of power connections before power door operator installation.
- C. Examine roughing-in for compressed-air piping systems to verify actual locations of piping connections before power door operator installation.
- D. Verify that full-height finger guards are installed at each door with pivot hinges, where door has a clearance at hinge side greater than 1/4 inch and less than 3/4 inch with door in any position.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install power door operators in accordance with manufacturer's written instructions and cited BHMA standard for type of door operation and direction of pedestrian travel, including signage, controls, wiring, remote power units if any, and connection to building's power supply.
 - 1. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion.

2. Install operators true in alignment with established lines and door geometry without warp or rack. Anchor securely in place.

- B. Controls: Install activation and safety devices in accordance with manufacturer's written instructions and cited BHMA standard for operator type and direction of pedestrian travel. Connect control wiring in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Signage: Apply on both sides of each door as required by cited BHMA standard for type of door operator and direction of pedestrian travel.

3.3 ADJUSTING

A. Adjust power door operators to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.

1. Adjust operators on exterior doors for tight closure.

- B. After completing installation of power door operators, inspect exposed finishes on doors and operators. Repair damaged finish to match original finish.
- C. Readjust power door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).
- D. Occupancy Adjustment: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.4 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include three months' full maintenance by skilled employees of power door operator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Perform maintenance, including emergency callback service, during normal working hours.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain power door operators.

END OF SECTION

This page intentionally left blank