

## Madison County Board of Commissioners Meeting

10:00 am Tuesday, February 24, 2026, until concluded

First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m41ec260e52fb051a5b5abad7194ef5ac>

Meeting Number: 2557 256 7614 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press \*6 to mute or unmute

Duke Gilman, District 1 Commissioner  
Ron Nye, District 2 Commissioner, Chairman  
Bill Todd, District 3 Commissioner

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### CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

### PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

### CONSENT AGENDA

- Minutes for February 9, 2026 Work Session Meeting
- Minutes for February 17, 2026 Regular Meeting
- Minutes for February 19, 2026 Special Meeting
- Interlocal Agreement for Law Enforcement Services
- DCI - Structural Engineering Service Proposal for the Senior Bus Barn Metal Building Foundation
- Change Order No. 2 - TRMCC ADA Improvements Increase of \$38,860.14
- Contractor Payment No. 3 - TRMCC ADA Improvements for \$89,660.07
- OneDigital 2025/2026 Fiscal Year GASB 75 Valuation
- Nursing Home USDA Grant MOU Execution
- Approval of Claims

### REPORTS OF COMMITTEES

- None

### UNFINISHED BUSINESS

- None

### NEW BUSINESS

- Part-Time / Temporary Fair Secretary
- MHP Grant Application for the MC Courthouse Exterior Restoration Project
- Treacy Foundation Grant - Letter of Intent
- Courthouse Construction Document Approval
- Courthouse Cost Estimate Approval
- Approval of Courthouse Bid Documents
- Emergency Buildings Safety Updates
- SW MT Drug Task Force MOU Fiscal Year 2027

### ANNOUNCEMENTS AND CALENDARS

Feb 23, 2026	Planning Board Meeting 6:00 PM Annex Building Public Meeting Room
Feb 27, 2026	Housing Advisory Board Meeting 9:00 AM Online Meeting
Feb 27, 2026	Senior Citizen Advisory Board 11:00 AM Twin Bridges Senior Center
Mar 2, 2026	Mental Health Local Advisory Council 2:00 PM TBD
Mar 9, 2026	Airport Board Meeting 6:00 PM Annex Building Public Meeting Room
Mar 11, 2026	Library Board Meeting 9:30 AM Thompson-Hickman Madison County Library
Mar 12, 2026	Solid Waste Board Meeting 1:15 PM Public Meeting Room
Mar 19, 2026	Safety Committee Meeting 10:00 AM Public Meeting Room

### ADJOURNMENT

**Madison County  
Commissioners' Work Session Meeting**

February 9, 2026, 10:00 am Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner, District 1  
Ron E. Nye, Commissioner, District 2, Chairman  
William A. Todd, Commissioner, District 3

**In attendance:**

Ryan Wolter, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

**Attendee List:**

Colton Lauer, Madison County Attorney  
Pat Jacobs, Architecture Trio  
Dillan Haugland, Solid Waste Foreman  
Steve Primm, Solid Waste Board  
Todd Morstein, Dillon Disposal  
Sheri Jarvis, VC Schoolhouse  
Trena Dagenhart  
Peggy Buyan

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

Trena Dagenhart, a former employee of Tobacco Root Mountain Care Center, provided a statement outlining her reasons for departure and conveyed her concerns to the commissioners.

Peggy Buyan, a resident of Madison County, has expressed her concerns regarding the Tobacco Root Mountain Care Center.

**3. Report of Committees**

**3.1. Madison County Courthouse Rehabilitation and Addition**

Pat Jacobs of Architecture Trio discussed the bidding process and the pre-bid meeting. She has received the consultant drawings, and the cost estimate came in on budget. Items she is continuing to finalize are the demolition of the white garage and a possible traffic study for construction traffic plans, as well as related documentation and filing fees with the town

Comment: Jacobs. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

#### **4. Unfinished Business**

None

#### **5. New Business**

##### **5.1. Garbage Hauling / Tipping Fees, Beaverhead County**

Todd Morstein, on behalf of Dillon Disposal, submitted a letter requesting that Madison County remit tipping fees. Dillan Haugland, the Madison County Solid Waste Foreman, provided the Commissioners with information from the Beaverhead Solid Waste scale receipts. Colton Lauer, the Madison County Attorney, stated that Madison County is not obligated to pay tipping fees. These tipping fees are from companies and residents who have contracted with Dillon Disposal to pick up their trash instead of using the county dump sites.

Comment: Morstein, Haugland, and Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

##### **5.2. Request for Letter of Support for Comprehensive Permitting Reform**

Alexandra Amonette of the Citizens Climate Lobby participated via WebEx and requested that the Commissioners issue a letter of support for comprehensive permitting reform. This reform aims to enable the United States to expedite energy development while maintaining protections for public health and community input.

Comment: Amonette (WebEx). Discussion: Commissioner Gilman.

##### **5.3. Beehive Basin Road Variance Request**

Commissioner Todd indicated that it may be feasible to secure a variance at a future date to include this in a comprehensive RID. A formal letter from a qualified engineer may be necessary to verify that the road cannot be upgraded to a higher standard. Currently, we cannot process a variance request because the Forest Service must determine how it would transfer the road easement so we can create an RID.

Comment: Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

##### **5.4. Old VC Schoolhouse Appraisal Discussion**

Commissioner Gilman stated that he obtained the 2020 appraisal and that a new appraisal would cost between \$5,000.00 and \$9,000.00. The property is also subject to deed restrictions: it must be used for public purposes. The land value canceled out the building value, resulting in a "no market value" appraisal. Commissioner Gilman questioned whether the building could be separated from the other building.

Sheri Jarvis, representing the Virginia City Schoolhouse Foundation, observed that numerous grant-giving organizations are hesitant to provide funding to entities that do not possess ownership of their property.

Comment: Jarvis. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**5.5. MHPG Application for MC Courthouse Exterior Restoration Project-Item**

Jim Jarvis spoke with Pat Jacobs and noted that the focus is on the exterior of the old courthouse. Jim has drafted a letter of support for the town of Virginia City and the Virginia City Preservation Alliance to produce a letter on the county's behalf. The maximum amount of the grant is \$350,000.00; it is the largest grant in historic preservation in the state of Montana.

Comment: Jarvis (WebEx). Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**5.6. Madison Valley Manor - Kitchen Renovation**

Becky Lawson of SMA participated via WebEx to review the final deliverable for the kitchen renovation, including three distinct proposals for kitchen work and the cost for each option. The next phase will involve confirming the funding for the project.

Comment: Lawson (WebEx). Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 11:49 am.

The upcoming Commission meeting is scheduled for Monday, February 23, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....

**Date:**.....

**Ronald E. Nye, Commissioner, Chairman**

**Date Approved: February 24, 2026**

**Signed: .....**

**Date:.....**

**Minutes prepared by:**

**Sarah Carlson, Commissioners' / Airport Assistant**

**Attest: .....**

**Date:.....**

**Paula McKenzie, Clerk and Recorder, Madison County**

**DRAFT**

**Madison County  
Commissioners Regular Meeting**

February 17, 2026, 1:00 pm Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3,

**Absent:**

Duke W. Gilman, Commissioner District 1

**In Attendance:**

Ryan Wolter, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' Assistant / Airport Secretary was present to take minutes  
Heather Thurs, Commissioners' Clerk / Tax Appeal Secretary was present to take minutes

**Attendee List:**

Duncan Hedges, Sheriff  
Craig Schroder, Undersheriff  
Colton Lauer, Madison County Attorney  
Cody Marxer, Planning Director  
Dillan Haugland, Solid Waste Foreman  
Paula McKenzie, Clerk and Recorder  
Megan Todd, Western Research Systems  
Erin Steva, Greater Yellowstone Coalition  
Jim Jarvis, VC Schoolhouse Foundation  
Sheri Jarvis, VC Schoolhouse Foundation  
Steve Primm

- 1. Call to Order, Pledge of Allegiance, Roll Call**
- 2. Public Comment (Please Limit to 5 Minutes Per Person)**
- 3. Consent Agenda**
  - 3.1. Minutes for February 2, 2026, Work Session**
  - 3.2. Minutes for February 9, 2026, Work Session - do not have**
  - 3.3. Minutes for February 9, 2026, Special Meeting**
  - 3.4. Minutes for February 10, 2026, Regular Meeting**
  - 3.5. Approval of Claims**

**RESOLVED:** Commissioner Todd moved to approve the Consent Agenda as read. Seconded by Commissioner Nye  
For: Ron Nye, William Todd. Motion passed.

Comment: None. Discussion: None.

#### **4. Reports of Committees**

None

#### **5. Unfinished Business**

None

#### **6. New Business**

##### **6.1. Solid Waste - Truck Bid Opening**

A bid was received from Four Open A Trucks DBA Floyd's Truck Center. The bid amount is \$133,295.00.

**RESOLVED:** Commissioner Todd moved to accept the bid from Four Open A Trucks DBA FLoyd's Truck Center for the amount of \$133,295.00. Commissioner Nye seconded the motion.  
For: William Todd, Ron Nye. Motion passed.

Comment: Haugland. Discussion: Commissioner Todd and Commissioner Nye.

##### **6.2. MOU - Regarding Madison County Container Site Improvements**

Erin Steva of the Greater Yellowstone Coalition appeared before the Commissioner and presented the MOU on container sit improvements for Madison County.

**RESOLVED:** Commissioner Todd moved to approve the MOU - Regarding Madison County Container Site Improvements. Commissioner Nye seconded the motion.  
For: William Todd, Ron Nye. Motion passed.

Comment: Steva. Discussion: Commissioner Todd and Commissioner Nye.

##### **6.3. Roy and Buchbauer Trust Survey Appeal**

Cody Marxer, the Madison County Planning Director, appeared before the Commissioners and provided information on the reasons why the Exemption Review Board denied the Exemption Application.

**RESOLVED:** Commissioner Todd moved to deny the appeal for Roy and Buchbauer Trust Survey Appeal. Commissioner Nye seconded the motion.  
For: Ron Nye, William Todd. Motion passed.

Comment: Marxer. Discussion: Commissioner Todd and Commissioner Nye

#### **6.4. Sheriff's Pay Discrepancy Discussion**

Dr. Megan Todd of Western Research Systems outlined the potential consequences of failing to reach an agreement.

Commissioner Todd observed that approximately 11,000 paychecks require reprocessing, amounting to \$60,000.00, with the figure increasing daily. He recommends resolving this matter promptly.

Duncan Hedges, the Sheriff of Madison County, observed that the remuneration in question pertains not only to his own salary but also to that of every subordinate employee. He emphasized that the calculations must be conducted each year consistently.

**RESOLVED:** Commissioner Todd moved to approve the updated proposal from Wipfli. Commissioner Nye seconded the motion.

For: William Todd, Ron Nye. Motion passed.

Comment: Todd and Hedges. Discussion: Commissioner Todd and Commissioner Nye.

#### **6.5. Payroll Correction - Updated Proposal**

For information regarding this matter, please refer to the preceding item: Sheriff's Pay Discrepancy Discussion.

Comment: None. Discussion: None.

#### **6.6. MHPG Application Letter of Support and Permission for the VC Schoolhouse Phase 3 - Interior Renovation Project**

Jim and Sheri Jarvis, representing the Virginia City Schoolhouse Foundation, provided an update regarding the ongoing repair processes.

**RESOLVED:** Commissioner Todd moved to approve the MHPG Application Letter of Support and Permission for the VC Schoolhouse Phase 3 - Interior Renovation Project. Commissioner Nye seconded the motion.

For: William Todd, Ron Nye. Motion passed.

Comment: Sheri Jarvis and Jim Jarvis. Discussion: Commissioner Todd and Commissioner Nye

#### **6.7. Resolution 14-2026 A Resolution Adopting 2026 Personnel Policy**

**RESOLVED:** Commissioner Todd moved to approve Resolution 14-2026, A Resolution Adoption 2026 Personnel Policy. Commissioner Nye seconded the motion.

For: William Todd, Ron Nye. Motion passed.

Comment: None. Discussion: None.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Nye seconded the motion.

For: Ron Nye and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:30 am.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, February 24, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed: .....**  
**Ronald E. Nye, Commissioner, Chairman**  
**Date Approved: February 24, 2026**

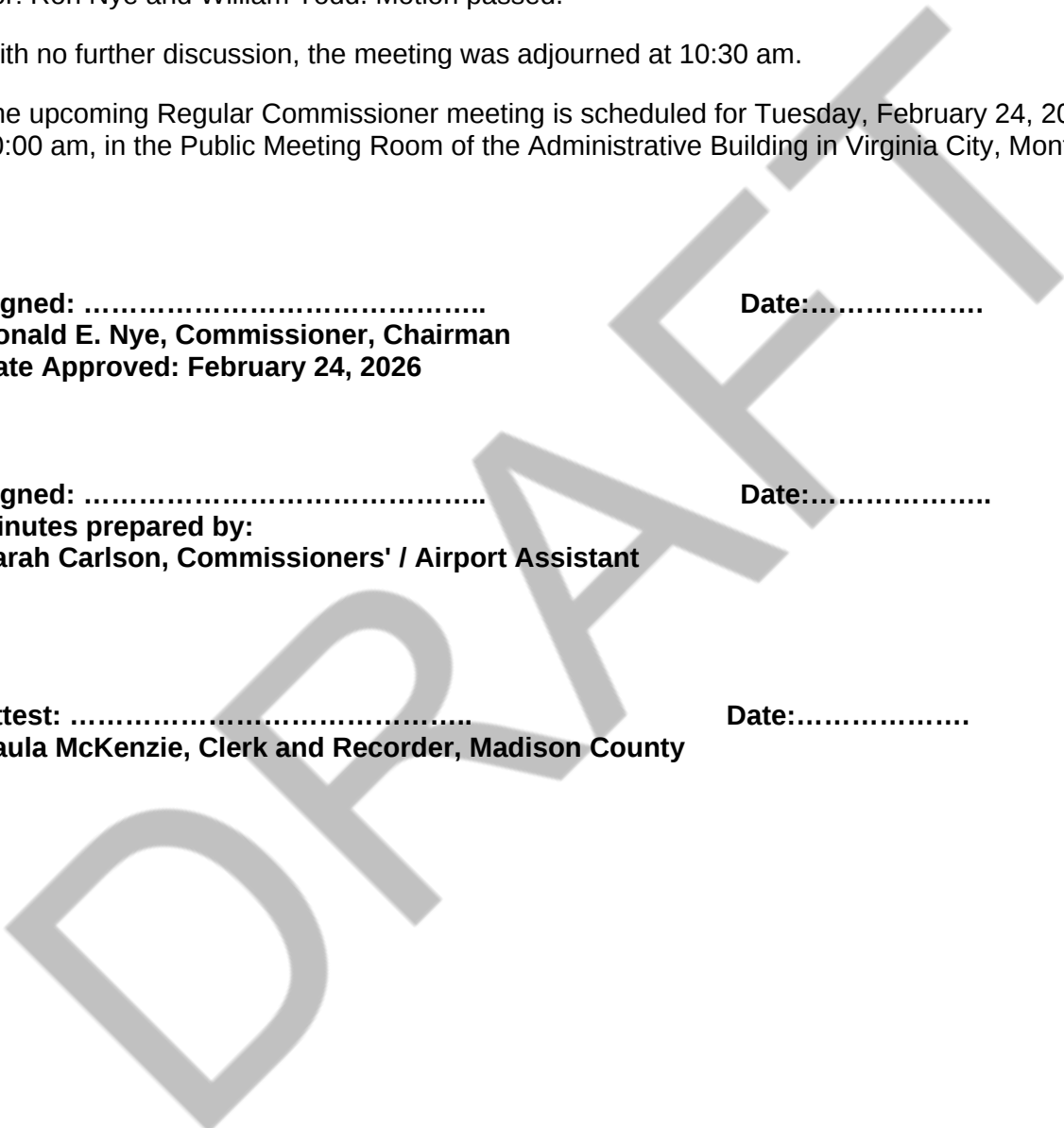
**Date:.....**

**Signed: .....**  
**Minutes prepared by:**  
**Sarah Carlson, Commissioners' / Airport Assistant**

**Date:.....**

**Attest: .....**  
**Paula McKenzie, Clerk and Recorder, Madison County**

**Date:.....**



**Madison County  
Commissioners Special Meeting**

February 19, 2026, 2:00 pm Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner District 1  
Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3

**In Attendance:**

Sarah Carlson, Commissioners' Assisstant / Airport Secretary , was present to take minutes  
Heather Thurs, Commissioners Clerk / Tax Appeal Secretary was present to take minutes.

**Attendee List:**

Jennifer Tezak, Human Resources  
Susan Hanson, Human Resources

- 1. Call to Order, Pledge of Allegiance, Roll Call**
- 2. Public Comment (Please Limit to 5 Minutes Per Person)**
- 3. New Business**
  - 3.1. Closed Session - Employee Relations**

The meeting was closed at 2:01 pm.

The meeting was reopened at 2:58 pm.

**No Decisions were made while in closed session.**

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, William Todd, and Ron Nye.

Motion passed.

With no further discussion, the meeting was adjourned at 2:58 pm.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, February 24, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....  
**Ronald E. Nye, Commissioner, Chairman**  
**Date Approved: February 24, 2026**

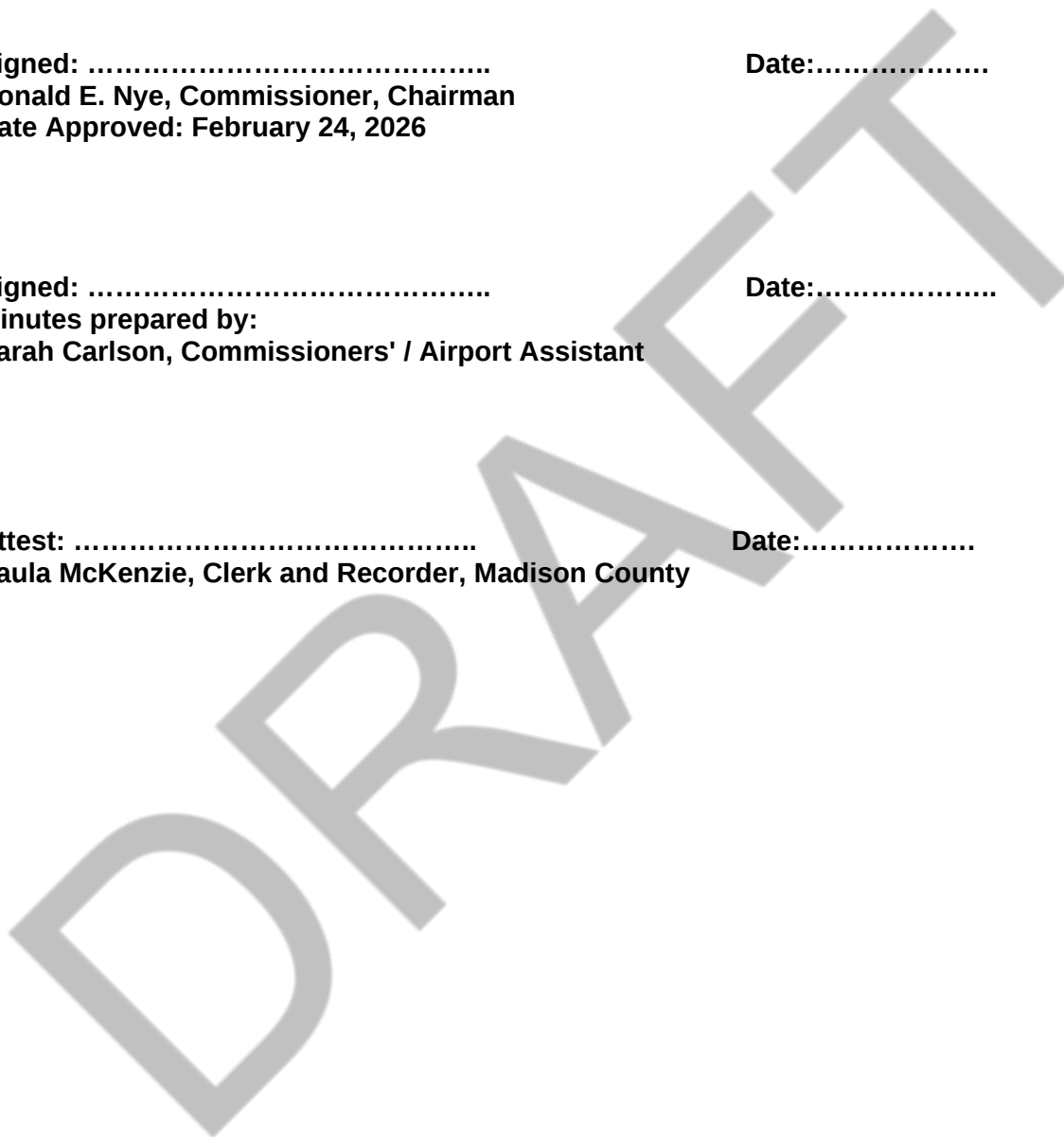
**Date:**.....

**Signed:** .....  
**Minutes prepared by:**  
**Sarah Carlson, Commissioners' / Airport Assistant**

**Date:**.....

**Attest:** .....  
**Paula McKenzie, Clerk and Recorder, Madison County**

**Date:**.....



### **Interlocal Agreement for Law Enforcement Services**

This Interlocal Agreement entered into this 13th day of February, 2026, by and between Madison County, Montana (“the County”), the Madison County Sheriff’s Office (“the Sheriff” or “MCSO”), and the Town of Virginia City (the Town), pursuant to Title 7, chapter 11, part 1, Montana Code Annotated (MCA) and in compliance with Section 7- 32-4101, MCA, et. seq.

Whereas, Section 7-11-102, MCA permits local governments to cooperate with each other to provide services; and,

WHEREAS, Title 7, chapter 32, part 41 requires incorporated municipalities to maintain a police department; and,

WHEREAS, Section 7-32-4101 (2025) expressly permits incorporated municipalities to meet their statutory police department requirement through interlocal agreements with local law enforcement and requires towns to pay for law enforcement services provided by a county sheriff; and,

WHEREAS, the Town desires to enter into an interlocal agreement with the Sheriff to satisfy its obligation to provide a police department; and,

WHEREAS, the parties wish to enter into this multi-year agreement to formalize law enforcement services, set fair compensation, and clarify the parties’ relationship;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **1. Effective Date and Term.**

This Agreement shall be effective upon signature by all parties and applies retroactively to October 1, 2025 (when the prior agreement ended). The Agreement shall have a three-year term continuing through June 30, 2028, unless amended or terminated under this Agreement, with each year defined as beginning on July 1 and ending on June 30 in accordance with the Town’s fiscal year.

#### **2. Termination.**

Either party may terminate this Agreement with a ninety (90) day written notice to the other party. The effective date of such termination shall be the end of the term of the Agreement. In the event of termination, both parties shall coordinate to ensure uninterrupted public safety coverage during the transition.

#### **3. Police Department Requirement Compliance.**

The Town may formally appoint the Madison County Sheriff as its Chief of Police for the duration of this Agreement. This appointment does not affect the Sheriff's status and position as the sheriff of Madison County. Madison County Sheriff Deputies shall provide law enforcement services under the authority of the Madison County Sheriff without further appointment.

#### **4. Scope of Services.**

The Sheriff shall provide within Town limits general law enforcement services customarily rendered by a county sheriff or municipal police chief, including but not limited to patrol, investigations, emergency response, traffic regulation, and enforcement of applicable state laws, Town ordinances, and Madison County ordinances. These services will include both day and night shift coverage. These services shall be provided within the discretion and best judgement of the Sheriff according to best law enforcement practices.

Additional services, including law enforcement presence at Town special events or other services beyond and above general law enforcement services, may be provided upon request by the Town and mutual agreement and billed at the fully burdened hourly rate for a deputy (including salary, benefits, and equipment).

#### **5. Compensation.**

The Town shall pay the County a sum equivalent of \$1,100 for 2025-2026. A 5% increase in compensation will be added in 2026-2027 and 2027-2028 for compensation of \$1,155 and \$1,212.75, respectively.

Payment of the annual sum shall be made on or before October 1 of each year.

The hourly rate for additional services provided pursuant to section 4 shall be \$85.00 per hour. MCSO will provide the Town with an invoice for these additional services.

Payment shall be made within 30 days of the date of the invoice.

#### **6. Forwarding State Auditor Receipts.**

The Town will forward receipts received from the Montana State Auditor collected under 19-19-305, MCA to the Madison County Treasurer for expending on County Sheriff employee training, equipment, and personnel relating to substance abuse enforcement per 7-32-4120, MCA.

#### **7. Personnel and Supervision.**

All MCSO deputies and the Sheriff shall remain employees of Madison County and shall be supervised by the Sheriff. Deputies shall report only to the Sheriff and shall continue to operate and be governed by MCSO policy and procedure. Rendition of law

enforcement services, standards of performance, and discipline of MCSO personnel shall remain with the Sheriff.

#### **8. No Legal Entity – Property.**

No separate legal entity is created by this Agreement. No real or personal property will be jointly owned during the term of this Agreement.

#### **9. Reporting.**

The Sheriff shall provide quarterly written reports to the Town regarding enforcement activity, calls for service, and any other metrics mutually agreed upon in writing.

#### **10. Coordination Committee.**

A coordination committee may be established at the request of the Town consisting of the Mayor of the Town, one Town Council Member, the Sheriff, and one County Commissioner to meet annually and discuss law enforcement needs or concerns. The parties will consider these concerns and make a reasonable effort to incorporate concerns or feedback into the Sheriff's services so long as they are consistent with good law enforcement practices.

#### **11. Liability and Insurance**

The County shall maintain liability insurance covering the activities of the MCSO. The County shall indemnify, defend, and hold harmless the Town from all claims, damages, costs, or expenses arising from negligent acts or omissions or intentional misconduct of the Sheriff or MCSO personnel during provision of law enforcement services to the Town, unless the claims, damages, costs, or expenses are caused by the Town. The Town shall indemnify, defend, and hold harmless the County and Sheriff for all claims damages, costs, or expenses arising from negligent acts or omissions or intentional misconduct of Town officials or personnel related to the administration of this Agreement unless the claims, damages, costs, or expenses are caused by the Sheriff or MCSO personnel.

#### **12. Assignment and Authority.**

No party shall assign, transfer, or convey any right or obligation in this Agreement without prior written consent of the other party. The undersigned represent they have authority to enter this Agreement.

#### **13. Complete Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any previous oral or written agreements between the parties. This Agreement may be amended by mutual agreement of the parties in writing.

**14. Applicable Law and Compliance with Law.**

This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation contained in this Agreement shall be brought in the 5<sup>th</sup> Judicial District Court, Madison County. The parties will comply with all applicable federal, state, and local laws.

**15. Severability.**

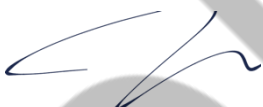
If any part of this Agreement is found by a Court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**16. Filing.**

This Agreement shall be filed with the Madison County Clerk and Recorder, the Town Clerk, and the Montana Secretary of State pursuant to Section 7-11-107, MCA.

Town of Virginia City:

Madison County, Montana

By:   
Mayor, Town of Virginia City

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Madison County Sheriff's Office

Attest: Timber Pruett  
Town Clerk

By: \_\_\_\_\_  
Sheriff

Attest: \_\_\_\_\_  
County Clerk and Recorder

February 16, 2026

Ron Nye  
Madison County Commission  
111 East Wallace St.  
PO Box 278  
Virginia City, MT 59755  
(406) 596-0217  
rnye@madisoncountymt.gov

Re: Structural Engineering Services Proposal for the **Senior Bus Barn Metal Building Foundation in Madison County, Montana**

**Project Description:** Concrete foundation design for a prefabricated metal building (PEMB).

**Scope of Services:** The new PEMB will be 1,672-sf and is located in Madison County, MT. We anticipate a frost-depth concrete stemwall and footings in combination with a hairpin rebar slab foundation. These fees are based on the stamped drawings and reactions from Metal Building Outlet Corp., the PEMB manufacturer, and our communication with you to date. DCI Engineers will provide structural plans and details for construction along with specifications in the form of general notes on the drawings.

**Summary of Professional Service Fees**

Engineering services will be performed and billed monthly on an hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost.

DCI reserves the right to review and revise all design fees for any proposal accepted more than 90 days after date of submission, and to review and revise all construction administration fees for any project where construction starts more than one year after commencement of design.

Our fees are proposed as follows:

1. Construction Documents: \$2,500 (Fixed Fee)

*Professional services for this project shall be provided according to this proposed professional services agreement and the attached Terms and Conditions (together, the "Agreement"). This Agreement shall become effective immediately upon the earlier of execution by the Client or*

*by the Client's communication of a direction to proceed with the services, including by electronic mail, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.*

Sincerely,

DCI Engineers



Lindsey Bosworth, PE  
Senior Project Manager  
1060 Fowler Ave., Suite 202  
Bozeman, MT 59718  
(406) 602-4023

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENTS**

This Agreement is executed with the following attachments which are part of this Agreement:

- General Terms and Conditions
- Schedule of Expenses



These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client for DCI's services on the project at issue in the Agreement (the "Project"). This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by email) to proceed with the services and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

**STANDARD OF CARE:** DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

**CLIENT FURNISHED INFORMATION:** Client shall provide DCI with a survey describing the physical characteristics, legal limitations, utility locations, a legal description, and geotechnical reports for the Project site. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness, or timeliness of services and information furnished by Client, its consultants, contractors and agents.

**PAYMENTS/ADDITIONAL SERVICES:** Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability for any costs or damages resulting from such suspension. Client agrees to pay a monthly finance charge equal to the lesser of 1.5% on the unpaid balance or the maximum rate allowed by law on any amounts unpaid 30 days after the invoice date, and DCI's attorney's fees and costs of collection incurred in pursuit of payment of sums owing to DCI, whether or not suit is filed. Client shall have no right of setoff against any billings of DCI for disputed services or claims. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services which shall entitle DCI to compensation as agreed upon by the parties.

**DELAY:** DCI shall not be liable for costs or delays resulting from causes beyond the control and without the fault of DCI or its subconsultants, including stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including regarding their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

**CONTINGENCY RESERVE:** Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 10% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

**INDEMNIFICATION:** Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees, or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

**LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client or anyone claiming through client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of the formation of, performance of services under, or breach of this Agreement or any amendment thereto, or arising from DCI's breach of duties owed independent of this Agreement, including those based on statute, tort, common law or otherwise, shall not exceed ten times the fees paid to DCI hereunder, or \$500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed the applicable limits of liability insurance required under this Agreement which are then available at the time of settlement or judgment.

**CONSEQUENTIAL DAMAGES:** DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited to, lost profits, loss of capital, loss of use, or any other indirect, special, or consequential damage, whether arising in contract, tort, warranty, or strict liability.

**INSURANCE:** DCI agrees to carry the following types and amounts of insurance: commercial general liability (CGL) (\$1,000,000 per occurrence, \$2,000,000 annual aggregate); automobile (\$1,000,000 combined single limit); worker's compensation (at statutory limits); employer's liability (\$500,000 per incident, person, and disease); and professional liability (\$1,000,000 per claim, \$2,000,000 annual aggregate). DCI will name Client as an additional insured on its CGL and automobile policies if Client makes a written request for such coverage within seven (7) days of execution of this Agreement.

**LIMITATION OF ACTIONS:** As an inducement for DCI to take on the Project, which carries the risk of liability that could extend far into the future, any suit against DCI arising from DCI's performance or nonperformance of services under the Agreement, or related to the formation, performance or breach of this Agreement, will be forever barred if not filed within: (i) three (3) years following substantial completion of the Project to which this Agreement

pertains; or (ii) if this Agreement does not pertain to construction of a new project, three (3) years after the date DCI's services under this Agreement have been concluded. This term has been bargained for at arms' length.

**INSTRUMENTS OF SERVICE:** DCI's Instruments of Service (as defined in AIA Document A201™-2017) are intended for use solely for this Project and shall also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, DCI grants Client a non-exclusive license to use the Instruments of Service solely for purposes of constructing, using, and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

**DIGITAL MEDIA FILES:** DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees not to further disseminate the Digital Media Files without DCI's prior written consent.

**PROJECT SITE:** DCI shall not have control over, charge of, or responsibility for construction means, methods, or sequences, or for safety precautions or programs in connection with the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, handling, or removal of, or exposure of persons to, hazardous or toxic substances at the Project site.

**MEDIATION, LAW & FORUM:** As a condition precedent to any litigation, all disputes arising out of this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. The parties further agree to include the foregoing provision in all agreements with independent contractors and consultants retained for the Project. This Agreement shall be governed by the laws of the State where the Project is located, without regard to its choice of law rules. Any litigation relating to this Agreement shall be brought in a state or federal court having jurisdiction over the dispute in the State where the Project is located; alternatively, DCI at its sole discretion may elect to bring suit in (or transfer any suit filed under this Agreement to) King County, Washington Superior Court, in which case Washington law (excluding its conflicts of laws rules) shall apply.

**CORPORATE RESPONSIBILITY:** DCI's services shall not subject DCI's individual employees, officers, or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that all claims, demands, or suits shall be directed and/or asserted only against DCI, a Washington state professional corporation.

**TERMINATION:** Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**THIRD PARTIES:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither party shall assign this Agreement without the written consent of the other.

**RIGHTS CUMULATIVE:** All rights and remedies of either party under the Agreement, will be cumulative and not mutually exclusive; the exercise of or failure to exercise one right or remedy will not be deemed a waiver of any other right or remedy, and no waiver shall be effective unless made in writing.

**ENTIRE AGREEMENT:** If any term of this Agreement, or its application to any circumstances, is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall remain valid and fully enforceable. Neither party has relied upon any statement or representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements, and representations.

**COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or email of an image of an executed counterpart shall have the same effect as a manually-signed original.

## SCHEDULE OF EXPENSES - DCI ENGINEERS

## PROFESSIONAL SERVICES

Clerical and Administrative 1000	\$80/hr	Project Manager 3100	\$120/hr
Clerical and Administrative 1010	\$100/hr	Project Manager 3110	\$140/hr
Clerical and Administrative 1020	\$120/hr	Project Manager 3120	\$160/hr
		Project Manager 3130	\$180/hr
Technical Designer 2000	\$80/hr	Project Manager 3140	\$200/hr
Technical Designer 2010	\$90/hr	Project Manager 3150	\$220/hr
Technical Designer 2020	\$100/hr	Project Manager 3160	\$240/hr
Technical Designer 2030	\$120/hr	Project Manager 3170	\$260/hr
Technical Designer 2040	\$140/hr		
		Senior Project Manager 3200	\$140/hr
Senior Technical Designer 2100	\$100/hr	Senior Project Manager 3210	\$160/hr
Senior Technical Designer 2110	\$120/hr	Senior Project Manager 3220	\$180/hr
Senior Technical Designer 2120	\$140/hr	Senior Project Manager 3230	\$200/hr
Senior Technical Designer 2130	\$160/hr	Senior Project Manager 3240	\$220/hr
Senior Technical Designer 2140	\$180/hr	Senior Project Manager 3250	\$240/hr
Senior Technical Designer 2150	\$200/hr	Senior Project Manager 3260	\$260/hr
		Senior Project Manager 3270	\$280/hr
Project Designer 2200	\$80/hr	Associate 4000	\$160/hr
Project Designer 2210	\$100/hr	Associate 4010	\$180/hr
Project Designer 2220	\$120/hr	Associate 4020	\$200/hr
Project Designer 2230	\$140/hr	Associate 4030	\$220/hr
Project Designer 2240	\$160/hr	Associate 4040	\$240/hr
Project Designer 2250	\$180/hr	Associate 4050	\$260/hr
Project Designer 2260	\$200/hr	Associate 4060	\$280/hr
Project Engineer 3000	\$100/hr	Associate Principal 4100	\$180/hr
Project Engineer 3010	\$120/hr	Associate Principal 4110	\$200/hr
Project Engineer 3020	\$140/hr	Associate Principal 4120	\$220/hr
Project Engineer 3030	\$160/hr	Associate Principal 4130	\$240/hr
Project Engineer 3040	\$180/hr	Associate Principal 4140	\$260/hr
Project Engineer 3050	\$200/hr	Associate Principal 4150	\$280/hr
		Associate Principal 4160	\$300/hr
Senior Project Engineer 3300	\$120/hr	Principal Engineer 4200	\$200/hr
Senior Project Engineer 3310	\$140/hr	Principal Engineer 4210	\$220/hr
Senior Project Engineer 3320	\$160/hr	Principal Engineer 4220	\$250/hr
Senior Project Engineer 3330	\$180/hr	Principal Engineer 4230	\$300/hr
Senior Project Engineer 3340	\$200/hr	Principal Engineer 4240	\$350/hr
Senior Project Engineer 3350	\$220/hr	Principal Engineer 4250	\$400/hr
		Principal Engineer 4260	\$500/hr
		Principal Engineer 4270	\$600/hr

## REIMBURSABLE SERVICES

Out of Office Services/Expenses  
Mileage Reimbursement

\$1.10x Direct Cost  
IRS Standard Mileage Rate

*This Schedule of Expenses is subject to adjustment in accordance with DCI's normal review practices. For billing purposes, DCI will use the Schedule of Expenses in effect at the time of service.*

# Change Order

## No. 2

Date of Issuance: February 9, 2026 Effective Date: February 17, 2026

Project: Madison Street – TRMCC ADA Improvements	Owner: Madison County	Owner's Contract no.: N/A
Contract: Madison Street – TRMCC ADA Improvements		Date of Contract: October 21, 2025
Contractor: Williams Civil Construction, Inc.		Engineer's Project No.: 1-21175 TO#28

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:  
This change order covers the additional asphalt removal and replacement as approved by the commission (refer to RFI 013 and PCO 09). This also covers the additional work as the water main and sewer main location varied from the as-built drawings and were not identified by the Town, which impacted the placement of a manhole and the Stormtech system (refer to RFI 007 and RFI 008).

Attachments: (List documents supporting change)  
PCO 03 and PCO 09

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>739,485.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>1</u> :  \$ <u>52,521.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price prior to this Change Order:  \$ <u>792,006.50</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>
Increase of this Change Order:  \$ <u>38,860.14</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days): <u>N/A</u> Ready for final payment (days ): <u>N/A</u>
Contract Price incorporating this Change Order:  \$ <u>830,866.64</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>95</u> Ready for final payment (days): <u>30</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: <u>2-9-26</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Project: Madison Street - TRMCC ADA Improvements  
1/27/26 2545

Work Type: PCO 003 - Stormdrain Changes  
Owner: Madison County  
Engineer: Great West Engineering

Williams Civil Construction  
370 Companion Way  
Belgrade, MT 59714  
PH: 406-522-0133  
Prepared by: Derek DeJong



<b>Total Proposal:</b>	<b>\$</b>	<b>8,860.14</b>
------------------------	-----------	-----------------

Date	Description	Mat / Sub Qty	Mat/Sub Unit	Hours	Unit	Labor / Operator	Total Labor	Material	Total Material	Subcont.	Total Subcont.	Rental	Total Rental	Equip	Total Equip	EOE	Total
11/19/2025	WO #SD01	1	LS				\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 720.00	\$ -	\$ 900.00
11/25/2025	WO #SD02	1	LS				\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,520.00	\$ -	\$ 3,620.00
11/26/2025	WO #SD03	1	LS				\$ 810.00	\$ 301.12	\$ 301.12	\$ -	\$ -	\$ -	\$ -		\$ 2,040.00	\$ -	\$ 3,151.12
							\$ 2,090.00	\$ 301.12	\$ 301.12	\$ -	\$ -	\$ -	\$ -		\$ 5,280.00	\$ -	\$ 7,671.12


**T&M WORK BREAKDOWN**


<b>SUMMARY:</b>	<b>\$ 7,671.12</b>
Labor	\$ 2,090.00
Equipment	\$ 5,280.00
Materials	\$ 301.12
Subcontractor	\$ -
Subtotal:	<b>\$ 7,671.12</b>
Overhead (5%)	\$ 383.56
Profit (10%)	\$ 805.47
<b>T&amp;M SUBTOTAL:</b>	<b>\$ 8,860.14</b>


Additional Contract Time Required for Change Order:

During construction, two underground utility conflicts were encountered that required additional work. An active water main was discovered beneath the proposed DI-1 location with insufficient cover, requiring excavation of the original location and relocation of the structure per RFI 007. Additionally, an unmarked 4-inch sewer service was struck at the original South Stormtech location due to discrepancies between field conditions and the plans, necessitating repair of the service and submission of RFI 008. The sewer conflict ultimately required removal of newly installed 15-inch storm pipe, backfilling of disturbed areas, and additional screen rock backfill due to excessive cave-ins, while all reinstallation work at revised locations was performed under the original contract.

DRAFT

 <p>370 Companion Way, Belgrade, MT 59714                  PH: 406-587-0969 * FAX: 406-522-9612  <a href="http://WWW.WILLIAMSCIVILCONSTRUCTION.COM">WWW.WILLIAMSCIVILCONSTRUCTION.COM</a></p>		<b>WORK ORDER #</b> SD01					
		<b>JOB #</b> TRMCC ADA IMPROVEMENTS					
		<b>WORK ORDER DATE:</b> 11/20/2025					
		<b>DATE COMPLETED:</b> 11/19/2025					
<b>BILL TO:</b>		<b>DESCRIPTION OF PROBLEM:</b>					
MADISON COUNTY		An active water main was found directly below the proposed DI-1 location with 11 inches of cover between top of pipe and bottom of structure. See attached RFI 007.					
103 WEST WALLACE ST							
PO BOX 278							
VIRGINIA CITY, MT 59755							
<b>MATERIALS/MISC</b>							
<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>PO #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>		
				\$	-		
				\$	-		
				\$	-		
<b>EQUIPMENT</b>							
<b>QTY</b>	<b>UOM</b>	<b>EQUIP #</b>	<b>MODEL</b>	<b>PO #</b>	<b>RATE</b>	<b>AMOUNT</b>	
1.5	HR	E2210	KOMATSU PC238 EXCAVATOR		\$ 255.00	\$ 382.50	
1.5	HR	E3206	KOMATSU WA320 LOADER		\$ 225.00	\$ 337.50	
					\$	-	
<b>LABOR</b>							
<b>HOURS</b>	<b>OT HOURS</b>	<b>NAME</b>		<b>RATE</b>	<b>OT RATE</b>	<b>AMOUNT</b>	
		AUSTIN ROSENBAUM		\$ 100.00		\$ -	
		JAX HJELLE		\$ 90.00		\$ -	
1		BRYAN LEHMAN		\$ 90.00		\$ 90.00	
1		STEVEN STRONG		\$ 90.00		\$ 90.00	
						\$ -	
<b>DESCRIPTION OF WORK:</b>				<b>TOTAL MATERIAL</b>		\$ -	
Excavate original DI-1 location discovering conflicting water main.  RFI 007 response included moving the structure west to mitigate concerns with waterline proximity. This work order is for digging out the original design location of DI-1. Re-digging new west location is included within original contract billing.				<b>TOTAL EQUIPMENT</b>		\$ 720.00	
				<b>TOTAL LABOR</b>		\$ 180.00	
				<b>SUBTOTAL</b>		\$ 900.00	
<b>Work Ordered By:</b>				<b>OVERHEAD (5%)</b>		\$ 45.00	
				<b>PROFIT (10%)</b>		\$ 94.50	
<b>SIGNATURE:</b>				<b>SUBTOTAL</b>		\$ 1,039.50	
				<b>TAX</b>		\$ -	
				<b>TOTAL</b>		\$ 1,039.50	

		<b>WORK ORDER #</b> SD02					
		<b>JOB #</b> TRMCC ADA IMPROVEMENTS					
370 Companion Way, Belgrade, MT 59714 PH: 406-587-0969 * FAX: 406-522-9612 <a href="http://WWW.WILLIAMSCIVILCONSTRUCTION.COM">WWW.WILLIAMSCIVILCONSTRUCTION.COM</a>		<b>WORK ORDER DATE:</b> 11/26/2025					
		<b>DATE COMPLETED:</b> 11/25/2025					
<b>BILL TO:</b>		<b>DESCRIPTION OF PROBLEM:</b>					
MADISON COUNTY		A 4 inch sewer service was struck at the southern edge of the South Stormtech system. The service was not marked by locates, was shown in a different area on the plans, and the top of sewer service pipe elevation was higher than invert elevation of the new 15 inch storm drain pipe that intersects it. See attached RFI 008.					
103 WEST WALLACE ST							
PO BOX 278							
VIRGINIA CITY, MT 59755							
<b>MATERIALS/MISC</b>							
<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>PO #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>		
				\$	-		
				\$	-		
				\$	-		
<b>EQUIPMENT</b>							
<b>QTY</b>	<b>UOM</b>	<b>EQUIP #</b>	<b>MODEL</b>	<b>PO #</b>	<b>RATE</b>	<b>AMOUNT</b>	
3	HR	E2210	KOMATSU PC238 EXCAVATOR		\$ 255.00	\$ 765.00	
3	HR	E3206	KOMATSU WA320 LOADER		\$ 225.00	\$ 675.00	
3	HR	E3107	JOHN DEERE 333G SKID STEER		\$ 160.00	\$ 480.00	
3	HR	E2013	VOLVO ECR58 EXCAVATOR		\$ 200.00	\$ 600.00	
					\$	-	
<b>LABOR</b>							
<b>HOURS</b>	<b>OT HOURS</b>	<b>NAME</b>		<b>RATE</b>	<b>OT RATE</b>	<b>AMOUNT</b>	
1		AUSTIN ROSEBAUM		\$ 100.00		\$ 100.00	
1		JASON FLUG		\$ 100.00		\$ 100.00	
1		JAX HJELLE		\$ 90.00		\$ 90.00	
1		BRYAN LEHMAN		\$ 90.00		\$ 90.00	
4		STEVEN STRONG		\$ 90.00		\$ 360.00	
4		COLSON ARGYLE		\$ 90.00		\$ 360.00	
						\$ -	
<b>DESCRIPTION OF WORK:</b>				<b>TOTAL MATERIAL</b>		\$ -	
Begin excavation of the South Stormtech system per original design. Struck 4 inch sewer service. Repaired service, and submitted RFI on conflict.  This work order is for digging out the original design location of the South Stormtech and repairing the existing sewer service. Re-digging new southern location per RFI 008 response is included within original contract billing.				<b>TOTAL EQUIPMENT</b>		\$ 2,520.00	
				<b>TOTAL LABOR</b>		\$ 1,100.00	
				<b>SUBTOTAL</b>		\$ 3,620.00	
<b>Work Ordered By:</b>				<b>OVERHEAD (5%)</b>		\$ 181.00	
				<b>PROFIT (10%)</b>		\$ 380.10	
<b>SIGNATURE:</b>				<b>SUBTOTAL</b>		\$ 4,181.10	
				<b>TAX</b>		\$ -	
				<b>TOTAL</b>		\$ <b>4,181.10</b>	

 370 Companion Way, Belgrade, MT 59714 PH: 406-587-0969 * FAX: 406-522-9612 <a href="http://WWW.WILLIAMSCIVILCONSTRUCTION.COM">WWW.WILLIAMSCIVILCONSTRUCTION.COM</a>		<b>WORK ORDER #</b> SD03				
		<b>JOB #</b> TRMCC ADA IMPROVEMENTS				
		<b>WORK ORDER DATE:</b> 11/27/2025				
		<b>DATE COMPLETED:</b> 11/26/2025				
<b>BILL TO:</b>		<b>DESCRIPTION OF PROBLEM:</b>				
MADISON COUNTY		A 4 inch sewer service was struck at the southern edge of the South Stormtech system. The service was not marked by locates, was shown in a different area on the plans, and the top of sewer service pipe elevation was higher than invert elevation of the new 15 inch storm drain pipe that intersects it. See attached RFI 008.				
103 WEST WALLACE ST						
PO BOX 278						
VIRGINIA CITY, MT 59755						
<b>MATERIALS/MISC</b>						
<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>PO #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>	
8	CY	3/4" SCREEN ROCK		\$ 37.640	\$ 301.12	
				\$	-	
				\$	-	
<b>EQUIPMENT</b>						
<b>QTY</b>	<b>UOM</b>	<b>EQUIP #</b>	<b>MODEL</b>	<b>PO #</b>	<b>RATE</b>	<b>AMOUNT</b>
3	HR	E2210	KOMATSU PC238 EXCAVATOR		\$ 255.00	\$ 765.00
3	HR	E3206	KOMATSU WA320 LOADER		\$ 225.00	\$ 675.00
3	HR	E2013	VOLVO ECR58 EXCAVATOR		\$ 200.00	\$ 600.00
					\$	-
<b>LABOR</b>						
<b>HOURS</b>	<b>OT HOURS</b>	<b>NAME</b>		<b>RATE</b>	<b>OT RATE</b>	<b>AMOUNT</b>
		AUSTIN ROSEBAUM		\$ 100.00		\$ -
		JASON FLUG		\$ 100.00		\$ -
		JAX HJELLE		\$ 90.00		\$ -
3		BRYAN LEHMAN		\$ 90.00		\$ 270.00
3		STEVEN STRONG		\$ 90.00		\$ 270.00
3		COLSON ARGYLE		\$ 90.00		\$ 270.00
						\$ -
<b>DESCRIPTION OF WORK:</b>				<b>TOTAL MATERIAL</b>		\$ 301.12
Dig out 51 feet of 15 inch storm pipe from MH2 to the Southern Stormtech, installed per original design. Backfill 15 inch pipe trench, original stormtech pit and exploratory area over the 4 inch sewer service area. An additional 8CY of 3/4 inch screen rock was required for the stormtech backfill at new location because the banks caved excessively from the area being disturbed already during 15 inch pipe trenching.  This work order is for digging out the newly installed 15 inch storm pipe, and backfilling previously dug stormtech area and pipe. Re-digging new south location per RFI 008 response is included within original contract billing.				<b>TOTAL EQUIPMENT</b>		\$ 2,040.00
				<b>TOTAL LABOR</b>		\$ 810.00
				<b>SUBTOTAL</b>		\$ 3,151.12
<b>Work Ordered By:</b>				<b>OVERHEAD (5%)</b>		\$ 157.56
				<b>PROFIT (10%)</b>		\$ 330.87
<b>SIGNATURE:</b>				<b>SUBTOTAL</b>		\$ 3,639.54
				<b>TAX</b>		\$ -
				<b>TOTAL</b>		\$ 3,639.54



**WILLIAMS**  
CIVIL CONSTRUCTION

## REQUEST FOR INFORMATION

To: Jeremiah Theys  
Great West Engineering  
(406) 449-8627

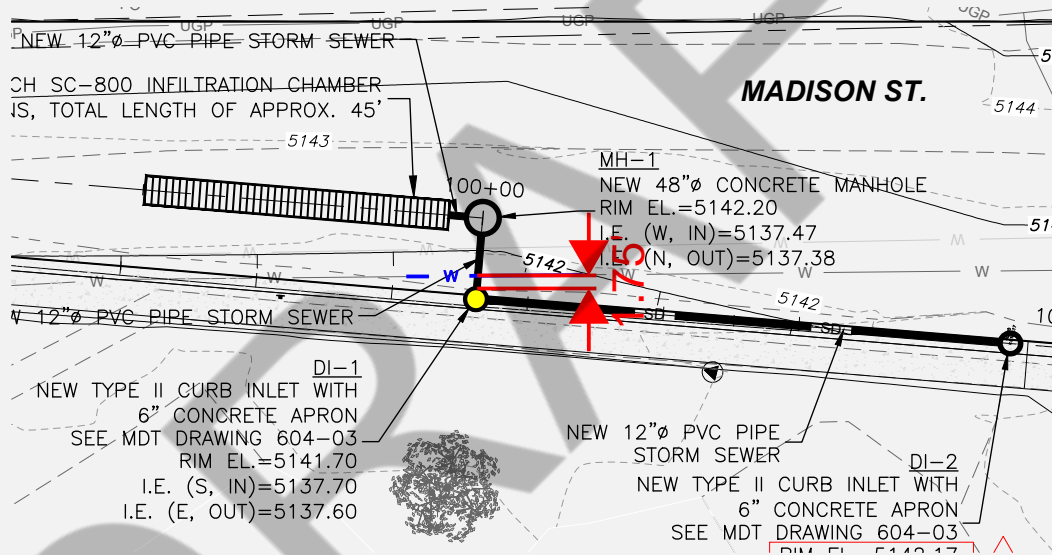
RFI # 7  
Date: 11/19/2025  
Date Needed By: 11/20/2025  
Project #: 2545  
Project Name: TRMCC ADA Improvements

Subject: DI-1 & Existing 8" Waterline

### RFI Description:

1) Sheet C8 shows DI-1 located within 2 feet of the existing 8" water main. Although installation should not be an issue since the structure bottom is above the water line, Williams wanted to raise a concern about potential future maintenance of the existing water main. Additionally, the locate on the existing water may not be completely accurate.

Please confirm if install should proceed as shown on sheet C8.



Attachments: None

Submitted By: Andrew Rosston

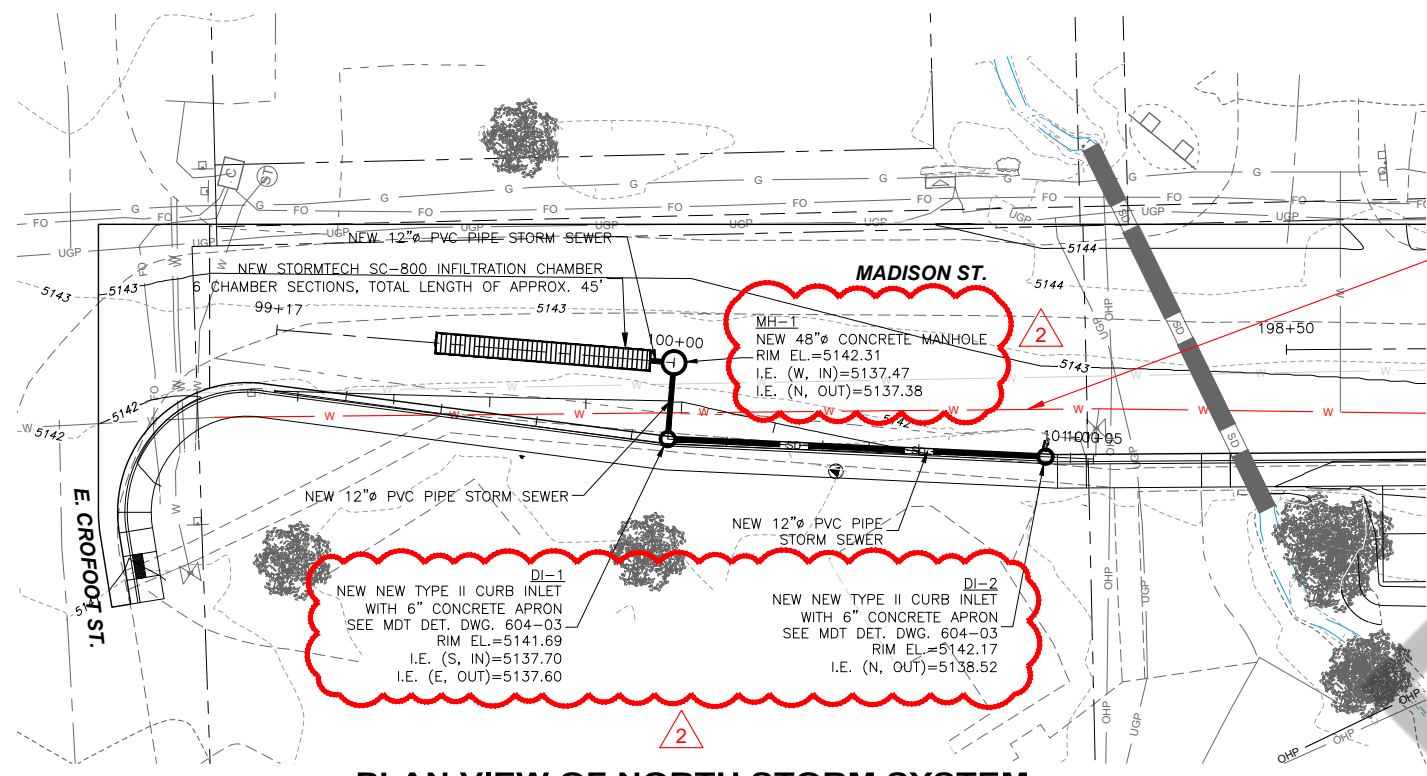
### RFI Response:

1) Subsequent field verification after submittal of RFI indicates that water main is located directly inline with original DI-1 and approx. 11" below elevation of proposed pipe. Water main angles away further south such that conflict with DI-2 is not an issue. To eliminate the need to replace or cross the main, design was revised to shift DI-1 west and to incorporate related revisions to the C/G & sidewalk alignments and adjacent structures as necessary.

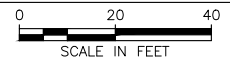
Revised Sheet C8 is attached and denotes the approximate location of the field verified main and noted design adjustments. Additional sheets will be revised and distributed to reflect more detailed C/G and sidewalk alignments. A revised XML and surface will be provided forthcoming; in the meantime, Sheet C8 is provided with this RFI response to support staking and placing of the remaining inlets.

Response By: (Name) Meagan Key, PE  
(Title) Project Engineer

Date: 11/25/2025



**PLAN VIEW OF NORTH STORM SYSTEM**

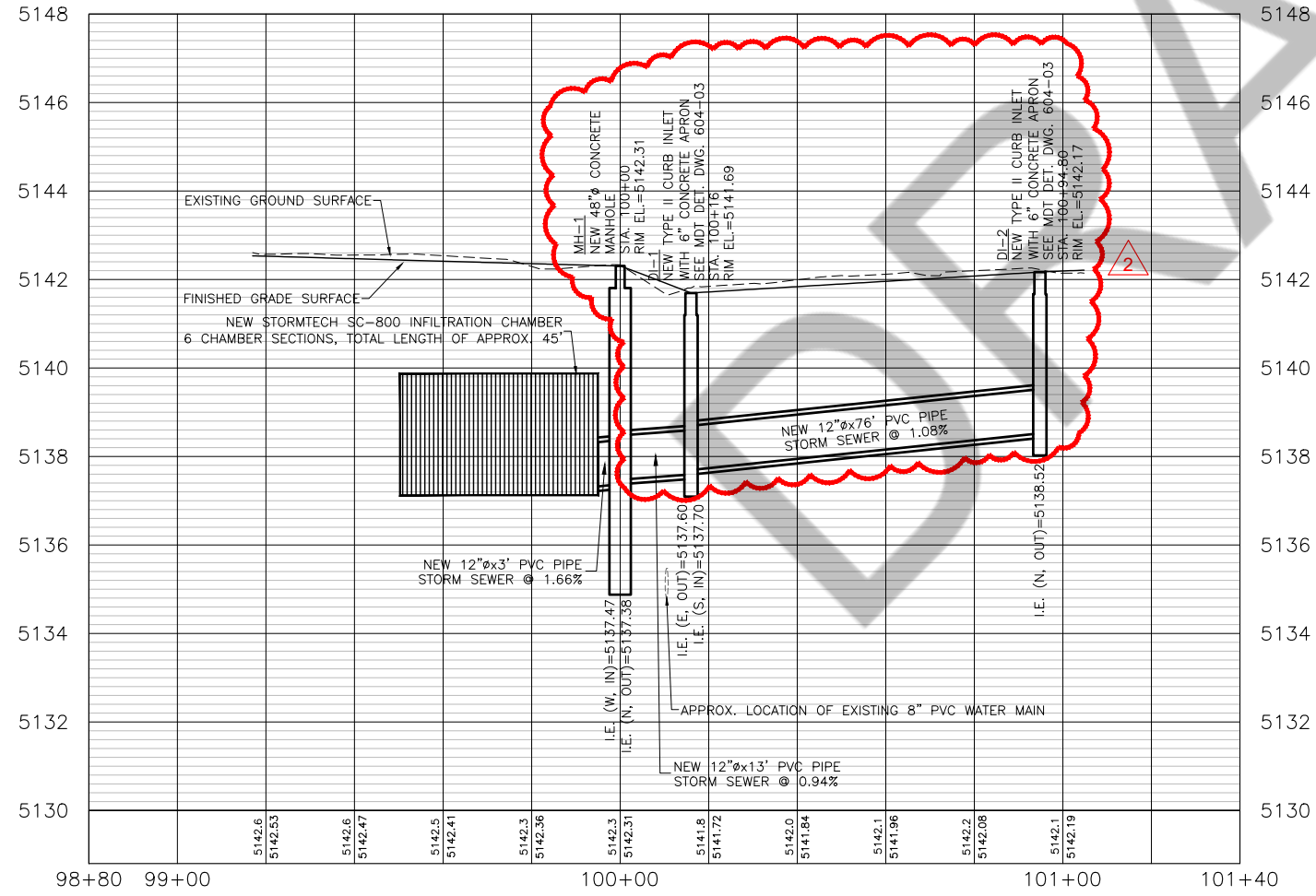


APPROX. LOCATION OF EXISTING WATER MAIN FOUND DURING CONSTRUCTION

NORTH STORM SYSTEM COORDINATE STAKING TABLE				
STATION	NORTHING	EASTING	RIM ELEVATION	DESCRIPTION
100+00.00	450,526.67	1,278,021.17	5,142.31	MH-1
100+16.00	450,524.06	1,278,005.39	5,141.69	DI-1
100+94.80	450,446.82	1,278,021.01	5,142.17	DI-2

**NOTES:**

1. ALL IMPROVEMENTS SHOWN ON THIS SHEET ARE PART OF SCHEDULE 2.
2. THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES WILL BE VERIFIED BY THE CONTRACTOR. ANY CHANGES TO THE STORM SYSTEM DESIGN WILL BE APPROVED BY THE OWNER OR ENGINEER.
3. THE ENGINEER HAS IDENTIFIED WATER MAIN AND WATER SERVICE CROSSING DEPTHS BASED ON AS-BUILTS. IF FIELD CONDITIONS DIFFER, THE DESIGN MAY BE SUBJECT TO CHANGE PER APPROVAL OF THE ENGINEER. OTHERWISE, ALL WORK ASSOCIATED WITH WATER SERVICE CROSSINGS AND OTHER UTILITY CROSSINGS ARE CONSIDERED INCIDENTAL TO THE STORM WATER INFRASTRUCTURE BID ITEMS 205, 206 & 209.
4. WATER MAIN CROSSING WILL BE PAID UNDER BID ITEM 210.
5. FOR TYPICAL TRENCH DETAIL, REFER TO MPW STANDARD DRAWING NO. 02221-1.



**PROFILE VIEW OF NORTH STORM SYSTEM - STA. 98+80 TO STA. 101+40**

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 4'

NO.	REVISION DESCRIPTION	BY	DATE
2	N. STM REV. FOR EX. WATER MAIN	RLH	11/24/23

PROJECT: 1-21175 TO28  
DESIGNED: CBC  
DRAWN: CBC  
CHECKED: JTT  
APPROVED: JTT  
DATE: 9/4/2025

**GreatWest**  
ENGINEERING  
2601 BELLEVUE DRIVE  
HELENA, MT 59601  
(406)448-8827

**MADISON COUNTY  
MADISON STREET - TOBACCO ROOT  
MOUNTAINS CARE CENTER ADA  
IMPROVEMENTS**

MADISON ST. STORM PLAN - NORTH

SHEET NO.  
**C8**

\\EgnyteDrive\greatwesteng\Shared\Helena Projects\1-21175-Madison County On-Call 2021\TO28 - Madison Street-TRMCC ADA Improvements\CADD 1-21175-TO28-C8-C9 Madison St. Storm Plans.dwg



## REQUEST FOR INFORMATION

To: Jeremiah Theys  
Great West Engineering  
(406) 449-8627

RFI # 8  
Date: 11/25/2025  
Date Needed By: 11/26/2025  
Project #: 2545

Subject: Stormtech South Existing Utility Conflict

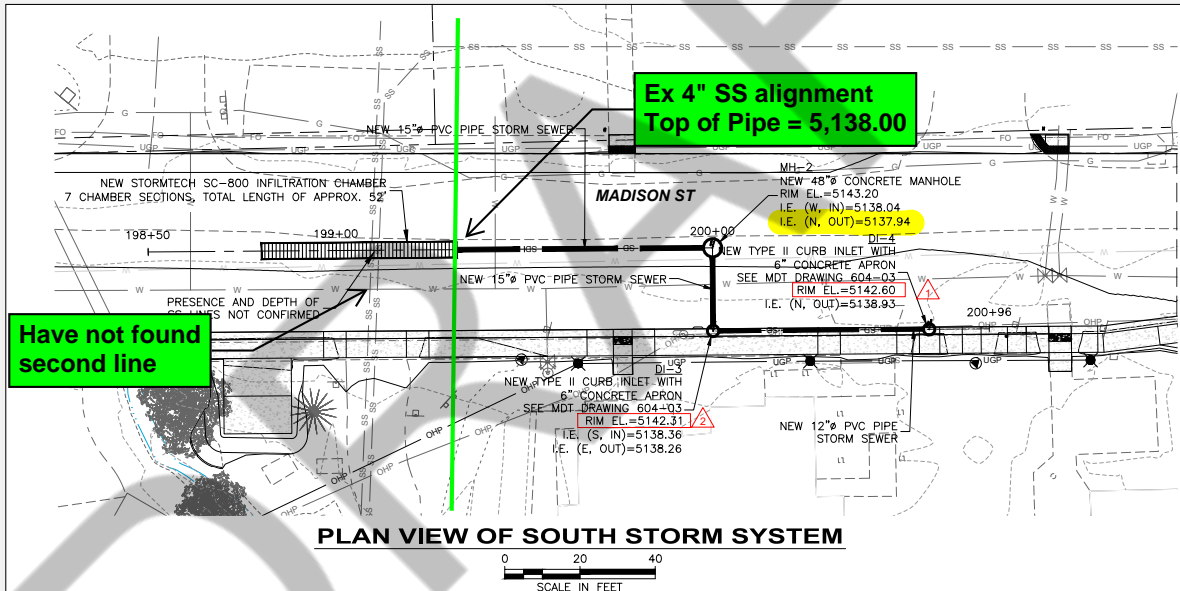
Project Name: TRMCC ADA Improvements

### RFI Description:

1) During excavation for the southern Stormtech system, Williams encountered an existing 4" sanitary sewer line shown on Sheet C9. The line was struck at the southern edge of the chamber system. The top-of-pipe elevation of the existing 4" sewer is 5,138.00, which is higher than the current invert elevation of the new 15" storm sewer installed from MH-2 to the southern Stormtech system.

Williams is currently one stick of 15" pipe away from the southern Stormtech, with the new storm line invert at 5,137.50. Williams plans to repair the existing 4" sanitary line and locate the second existing sanitary sewer line in the vicinity.

Please provide direction on how to proceed with the Stormtech installation given that the proposed storm sewer elevations conflict with the existing sanitary sewer line elevation. Once the second sanitary sewer line is located, Williams will provide its top-of-pipe elevation if it is found to interfere with the southern Stormtech system.



Attachments: None

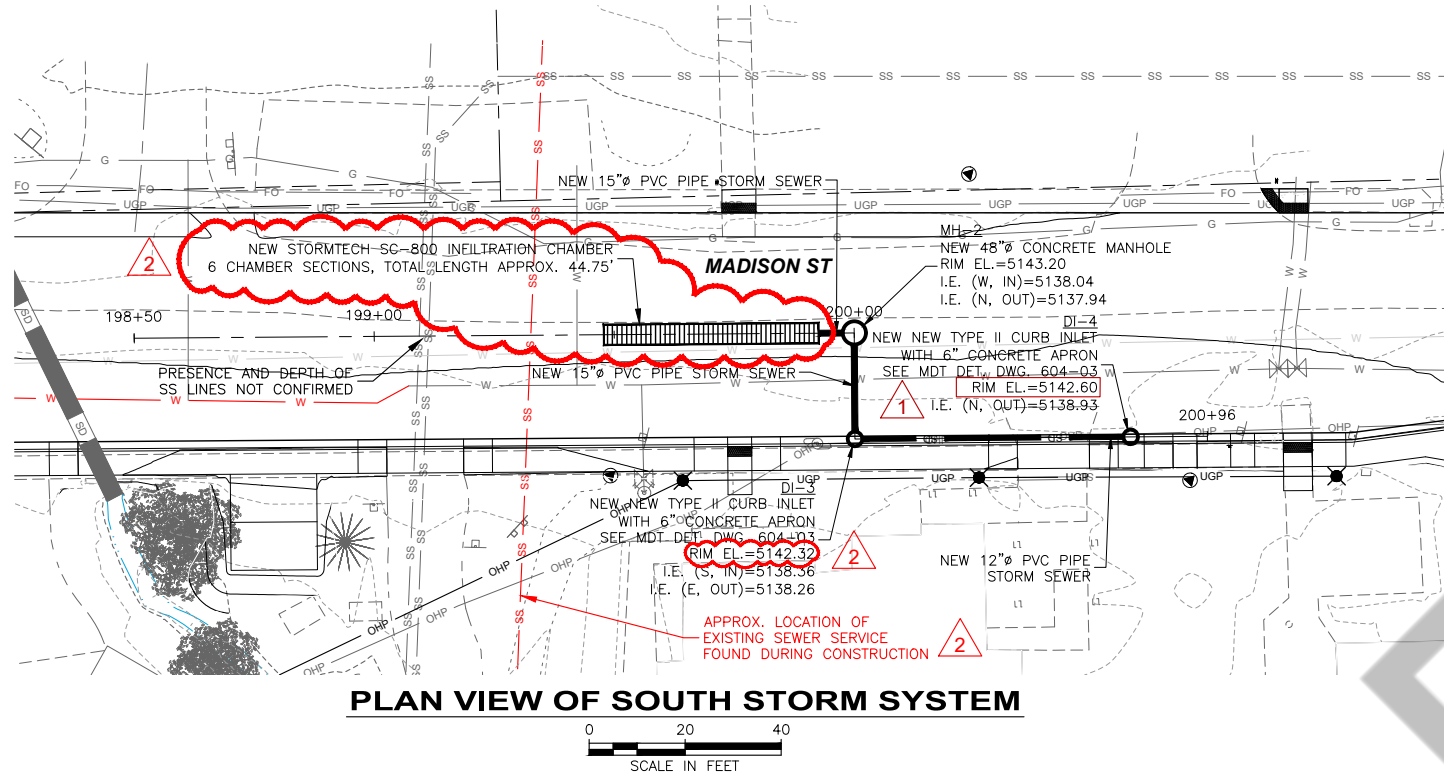
Submitted By: Andrew Rosston

### RFI Response:

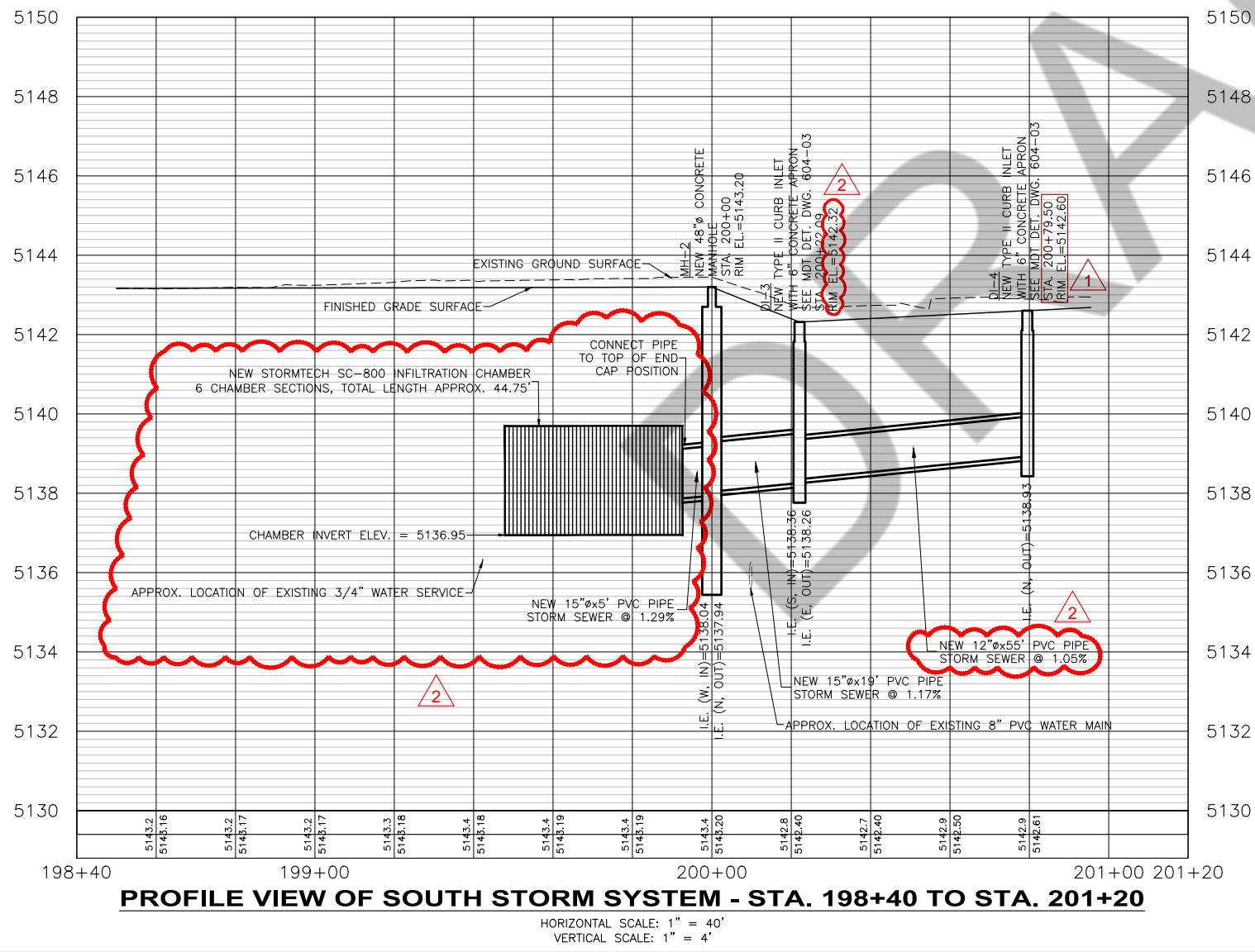
The south Stormtech Detention system has been moved south and shortened (omitting one chamber) to avoid the existing sewer and water services found during construction. New storm pipe that has been laid may need to be removed to accommodate the new location of said detention system. Note that the outlet pipe of MH-2 has been shortened to 5' long. Note specified chamber invert elevation and to connect pipe to top of end cap position, as called out on the revised plan.

Response By: Jeremiah Theys, PE  
Project Manager

Date: 11/25/25



STATION	NORTHING	EASTING	RIM ELEVATION	DESCRIPTION
200+00	450,258.37	1,278,092.50	5,143.20	MH-2
200+22.09	450,252.83	1,278,071.12	5,142.32	DI-3
200+79.50	450,197.25	1,278,085.53	5,142.60	DI-4



- NOTES:**
- ALL IMPROVEMENTS SHOWN ON THIS SHEET ARE PART OF SCHEDULE 2.
  - THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES WILL BE VERIFIED BY THE CONTRACTOR. ANY CHANGES TO THE STORM SYSTEM DESIGN WILL BE APPROVED BY THE OWNER OR ENGINEER.
  - THE ENGINEER HAS IDENTIFIED WATER MAIN AND WATER SERVICE CROSSING DEPTHS BASED ON AS-BUILTS. IF FIELD CONDITIONS DIFFER, THE DESIGN MAY BE SUBJECT TO CHANGE PER APPROVAL OF THE ENGINEER. OTHERWISE, ALL WORK ASSOCIATED WITH WATER SERVICE CROSSINGS AND OTHER UTILITY CROSSINGS ARE CONSIDERED INCIDENTAL TO THE STORM WATER INFRASTRUCTURE BID ITEMS 205, 206 & 209.
  - WATER MAIN CROSSING WILL BE PAID UNDER BID ITEM 210.
  - FOR TYPICAL TRENCH DETAIL, REFER TO MPW STANDARD DRAWING NO. 02221-1.

NO.	REVISION DESCRIPTION	BY	DATE
1	Di-4 Location Revision	MDK11/17/20	
2	SOUTH STORM REVISIONS	RLH11/24/20	

PROJECT: 1-21175 TO28  
DESIGNED: CBC  
DRAWN: CBC  
CHECKED: JTT  
APPROVED: JTT  
DATE: 9/4/2025

**GreatWest ENGINEERING**  
2601 BELVIEW DRIVE  
HELENA, MT 59601  
(406)448-8827

**MADISON COUNTY  
MADISON STREET - TOBACCO ROOT  
MOUNTAINS CARE CENTER ADA  
IMPROVEMENTS**

MADISON ST. STORM PLAN - SOUTH

SHEET NO.  
**C9**



**MADISON STREET - TRMCC ADA IMPROVEMENTS PROJECT**  
**PCO 09 Proposal – Additional Asphalt on South End of Project**  
**Owner: Madison County**  
**Engineer: Great West Engineering**  
**Date: 1/28/2026**  
**Job Number: 2545**

**Prepared by: Derek DeJong, Project Manager**

**SCHEDULE OF VALUES**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>
1000	Additional Paving South of Project	1	LS	\$30,000.00
			<b>TOTAL:</b>	<b>\$30,000.00</b>

**CLARIFICATIONS / EXCLUSIONS**

- See attached RFI 013 for description and location of work included in this proposal.
- Includes demolition and disposal of existing asphalt pavement.
- Includes excavation and removal of existing subgrade.
- Includes placement of new sub-base and base course aggregates per design detail section (12" of sub-base and 6" of base course).
- Includes 3" section of hot mix asphalt.
- Excludes any work remediating or replacing any unsuitable subgrade once the existing subgrade is cut to bottom of sub-base elevation.

**BOZEMAN**

370 Companion Way  
 Belgrade, MT 59714  
 406.587.0969

**BILLINGS**

4003 1st Ave S  
 Billings, MT 59101  
 406.534.8075

**BIG SKY**

47520 Gallatin Rd, Unit 2D  
 Big Sky, MT 59716  
 406.587.0969

**MISSOULA**

3959 Whipporwill Dr.  
 Missoula, MT 59808  
 406.587.0969



## REQUEST FOR INFORMATION

To: Jeremiah Theys  
Great West Engineering  
(406) 449-8627

RFI # 13  
Date: 1/6/2026  
Date Needed By: 1/7/2026  
Project #: 2545  
Project Name: TRMCC ADA Improvements

Subject: South Asphalt Edge

### RFI Description:

1) Sheet C2 illustrates the design alignment where the southern asphalt edge ends on the east side at approximately station 30+84 and continues along the west edge, wrapping around the TRMCC, to Station 31+45.90. The existing eastern asphalt between these two stations is designed to remain in place, however is exhibiting signs of deterioration and an unsuitable subgrade.

Williams has concerns regarding tying into this existing asphalt, primarily due to the risk that compaction adjacent to the edge may cause failure of the existing asphalt and subgrade. Aesthetic considerations are also a concern.

Attached is Sheet C2 with markups and three photos showing the existing asphalt conditions in this area, along with a proposed approximate expansion of the asphalt limits & subgrade repair to address concerns about damaging the existing pavement. Please advise whether Williams should expand the asphalt area to the approximate limits outlined in red on the attachment.

Attachments: Sheet C2 marked up

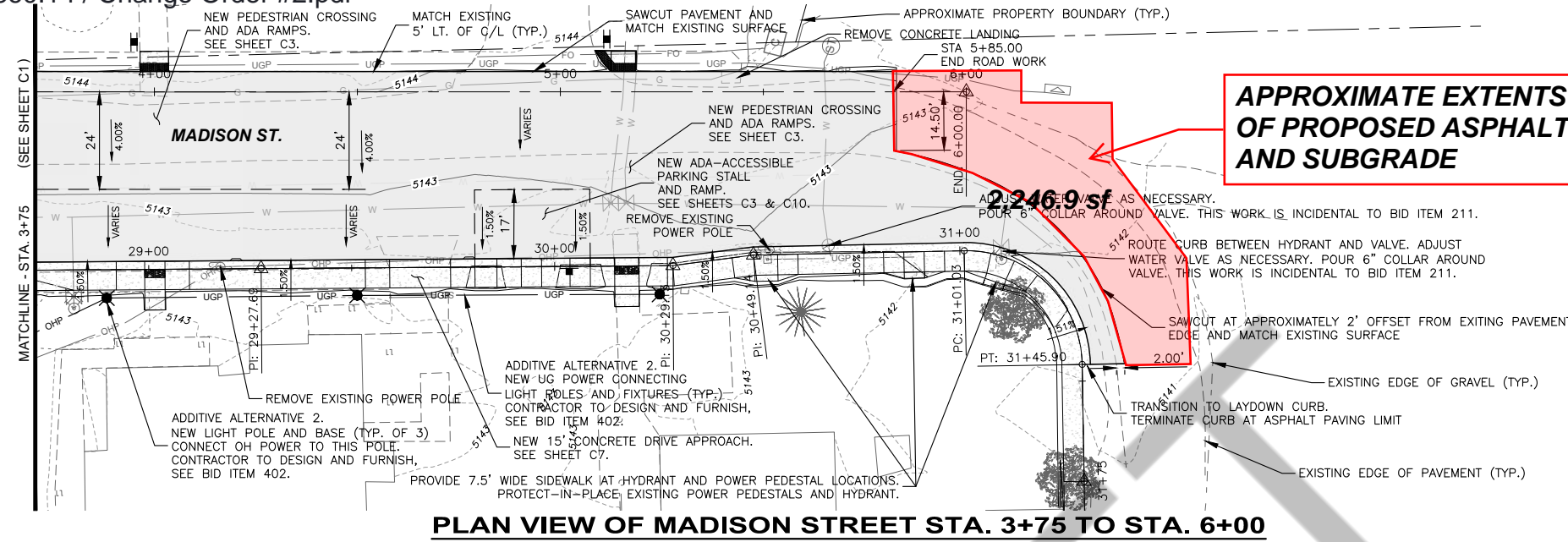
Submitted By: Andrew Rosston

### RFI Response:

Madison County has authorized the additional asphalt removal and replacement as noted in this RFI and PCO 09 (attached to this RFI). The additional work will be completed at a fee of \$30,000.

Response By: (Name) Jeremiah Theys  
(Title) Project Manager

Date: 2-9-26



**PLAN VIEW OF MADISON STREET STA. 3+75 TO STA. 6+00**

**EXISTING ASPHALT IN RED REGION ABOVE**

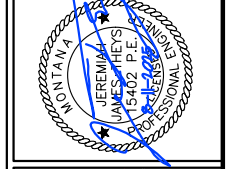


- NOTES:**
1. ALL IMPROVEMENTS SHOWN ON THIS SHEET ARE PART OF SCHEDULE 2 UNLESS OTHERWISE NOTED.
  2. SLOPES VARY TO TIE INTO NEW CURB & GUTTER. SEE STAKING TABLES AND PROFILE INFORMATION.
  3. THE INSTALLATION OF CONCRETE CURB & GUTTER WILL BE PAID UNDER BID ITEM 211.
  4. THE INSTALLATION OF 4" CONCRETE SIDEWALK, 4" RAMPS AND 4" LANDINGS, AND TRUNCATED DOMES WILL BE PAID UNDER BID ITEM 212.
  5. THE INSTALLATION OF ASPHALT PAVEMENT WILL BE PAID UNDER BID ITEM 214.
  6. PROVIDE ALL BUSINESSES AT LEAST ONE ACCESS AT ALL TIME DURING CONSTRUCTION. SEE SPECIAL PROVISION SP-06.



NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-21175 TO28
DESIGNED: CBC
DRAWN: CBC
CHECKED: JTT
APPROVED: JTT
DATE: 9/4/2025



**MADISON COUNTY  
MADISON STREET - TOBACCO ROOT  
MOUNTAINS CARE CENTER ADA  
IMPROVEMENTS**  
MADISON ST. PLAN & PROFILE  
STA. 3+75 TO STA. 6+00

SHEET NO.  
**C2**

Y:\Shared\Helena Projects\1-21175-Madison County On-Call 2021\T028 - Madison Street-TRMCC ADA Improvements\CADD 1-21175-T028-04-Plan & Profile.dwg

**Contractor's Application for Payment**

<b>Owner:</b> <u>Madison County</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Great West Engineering</u>	<b>Engineer's Project No.:</b> <u>1-21175-TO28</u>
<b>Contractor:</b> <u>Williams Civil Construction</u>	<b>Contractor's Project No.:</b> <u>2545</u>
<b>Project:</b> <u>Madison County - Madison Street - TRMCC ADA Improvements</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>03</u>	<b>Application Date:</b> <u>1/27/2026</u>
<b>Application Period:</b> <u>From</u> <u>12/19/2026</u> <u>to</u> <u>1/27/2026</u>	

1. Original Contract Price	\$ 739,485.00
2. Net change by Change Orders	\$ 91,381.64
3. Current Contract Price (Line 1 + Line 2)	\$ 830,866.64
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 463,622.60
5. Retainage	
a. 5% X \$ 463,622.60 Work Completed	\$ 23,181.13
b. 5% X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 23,181.13
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 440,441.47
7. Less previous payments (Line 6 from prior application)	\$ 349,875.74
8. Gross Amount due this application	\$ 90,565.73
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$ 905.66
10. Unscheduled Employment of the Engineer	\$ -
11. Current Payment Due (less MT GRT)	\$ 89,660.07
12. Balance to finish, including retainage (Line 3 - Line 4)	\$ 367,244.04

**Contractor's Certification**


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** WILLIAMS CIVIL CONSTRUCTION - DEREK DEJONG

**Signature:**  **Date:** 1/28/26

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>2-9-26</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	Madison County	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Great West Engineering	<b>Engineer's Project No.:</b>	1-21175-TO28
<b>Contractor:</b>	Williams Civil Construction	<b>Contractor's Project No.:</b>	2545
<b>Project:</b>	Madison County - Madison Street - TRMCC ADA Improvements		
<b>Contract:</b>			

Application No.: 03 Application Period: From 12/19/26 to 01/27/26 Application Date: 01/27/26

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
				F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
101	Mobilization	1.00	LS	13,430.00	13,430.00	1.00	13,430.00		13,430.00	100%	-
102	Construction Staking	1.00	LS	8,000.00	8,000.00	1.00	8,000.00		8,000.00	100%	-
103	Site Demolition	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
104	Unclassified Excavation & Embankment	1.00	LS	5,755.00	5,755.00	1.00	5,755.00		5,755.00	100%	-
105	Reinforced Concrete ADA Ramps	75.00	SY	300.00	22,500.00	75.00	22,500.00		22,500.00	100%	-
106	Pedestrian Rail	260.00	LF	220.00	57,200.00	260.00	57,200.00		57,200.00	100%	-
107	New Door w/ ADA Hardware	3.00	EA	5,800.00	17,400.00	-	-		-	0%	17,400.00
108	New Electrical Access Control for New Door	3.00	EA	700.00	2,100.00	-	-		-	0%	2,100.00
201	Mobilization	1.00	LS	48,100.00	48,100.00	0.50	24,050.00		24,050.00	50%	24,050.00
202	Construction Staking	1.00	LS	14,519.00	14,519.00	0.50	7,259.50		7,259.50	50%	7,259.50
203	Site Demolition	1.00	LS	15,771.00	15,771.00	1.00	15,771.00		15,771.00	100%	-
204	Unclassified Excavation & Embankment	1.00	LS	36,300.00	36,300.00	1.00	36,300.00		36,300.00	100%	-
205	12" SDR 35 PVC Storm Sewer	157.00	LF	65.00	10,205.00	157.00	10,205.00		10,205.00	100%	-
206	15" SDR 35 PVC Storm Sewer	86.00	LF	115.00	9,890.00	86.00	9,890.00		9,890.00	100%	-
207	48" Manhole	2.00	EA	7,000.00	14,000.00	2.00	14,000.00		14,000.00	100%	-
208	Type II Curb Inlet w/ Concrete Apron	4.00	EA	6,000.00	24,000.00	4.00	24,000.00		24,000.00	100%	-
209	Stormtech SC-800 Infiltration Chambers	1.00	LS	33,000.00	33,000.00	1.00	33,000.00		33,000.00	100%	-
210	Water Main Crossing	2.00	EA	6,100.00	12,200.00	2.00	12,200.00		12,200.00	100%	-
211	Concrete Curb & Gutter	645.00	LF	55.00	35,475.00	-	-		-	0%	35,475.00
212	4" Concrete Surfacing	344.00	SY	115.00	39,560.00	-	-		-	0%	39,560.00
213	6" Concrete Surfacing	31.00	SY	125.00	3,875.00	-	-		-	0%	3,875.00
214	Asphalt Pavement	2,837.00	SY	65.00	184,405.00	1,419.00	92,235.00		92,235.00	50%	92,170.00
301	Mobilization	1.00	LS	2,100.00	2,100.00	-	-		-	0%	2,100.00
302	Signing/Striping	1.00	LS	19,800.00	19,800.00	-	-		-	0%	19,800.00
401	Mobilization	1.00	LS	2,800.00	2,800.00	-	-		-	0%	2,800.00
402	New Light Poles/Electrical Service	3.00	EA	25,200.00	75,600.00	-	-		-	0%	75,600.00
501	Mobilization	1.00	LS	2,150.00	2,150.00	-	-		-	0%	2,150.00
502	Unclassified Excavation & Embankment	1.00	LS	6,590.00	6,590.00	-	-		-	0%	6,590.00
503	4" Concrete Surfacing	40.00	SY	190.00	7,600.00	-	-		-	0%	7,600.00
504	Pedestrian Rail	24.00	LF	215.00	5,160.00	-	-		-	0%	5,160.00
				<b>Original Contract Totals</b>	<b>\$ 739,485.00</b>		<b>\$ 395,795.50</b>	<b>\$ -</b>	<b>\$ 395,795.50</b>	<b>54%</b>	<b>\$ 343,689.50</b>

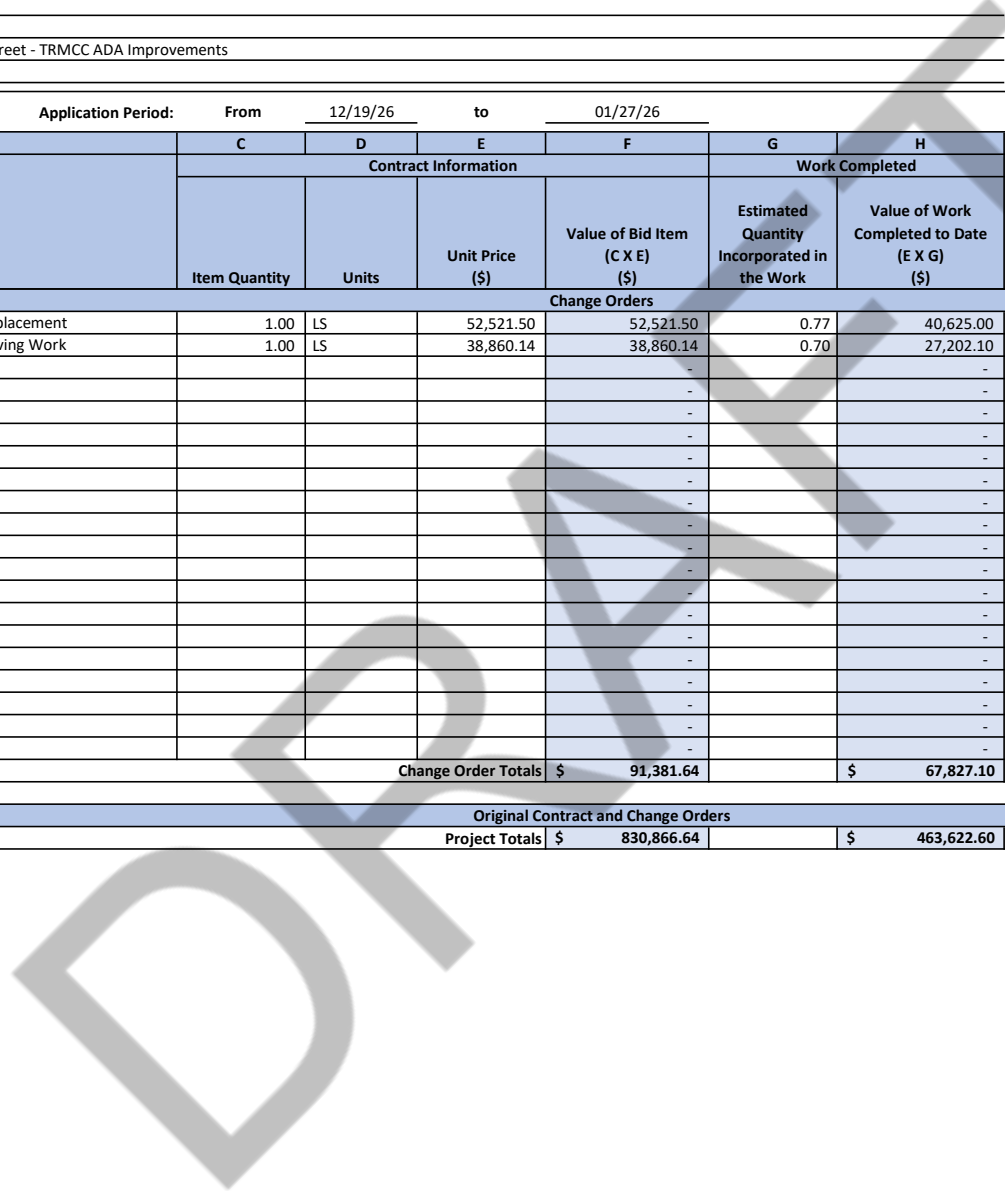
**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	Madison County	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Great West Engineering	<b>Engineer's Project No.:</b>	1-21175-TO28
<b>Contractor:</b>	Williams Civil Construction	<b>Contractor's Project No.:</b>	2545
<b>Project:</b>	Madison County - Madison Street - TRMCC ADA Improvements		
<b>Contract:</b>			

Application No.: 03 Application Period: From 12/19/26 to 01/27/26 Application Date: 01/27/26

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)					
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)									
<b>Change Orders</b>																
CO 01	ADA Hardware Changes & Culvert Replacement	1.00	LS	52,521.50	52,521.50	0.77	40,625.00		40,625.00	77%	11,896.50					
CO 02	Storm Drain Changes & Additional Paving Work	1.00	LS	38,860.14	38,860.14	0.70	27,202.10		27,202.10	70%	11,658.04					
<b>Change Order Totals</b>					\$	91,381.64		\$	67,827.10	\$	-	\$	67,827.10	74%	\$	23,554.54
<b>Original Contract and Change Orders</b>																
<b>Project Totals</b>					\$	830,866.64		\$	463,622.60	\$	-	\$	463,622.60	56%	\$	367,244.04





4800 Stone Way North  
Seattle, WA 98103

February 17, 2026

Phone: 425-835-3805

Mobile: 425-220-6966

Fax: 425-341-9104

E-mail: Michael.Elliston@onedigital.com

Kristi Millhouse  
Finance Officer  
Madison County  
P.O. Box 278  
Virginia City, MT 59755

**Re: Madison County 2025/2026 Fiscal Year GASB 75 Valuation**

Dear Kristi:

We are contacting you regarding the required 2025/2026 Madison County GASB 75 valuation. We welcome the opportunity to provide Madison County with our services again and have provided a description of the project deliverable and proposed fee schedule below.

**Project Deliverable**

The project deliverable consists of two items: a full valuation and report for the current year complying with the new regulations of GASB 75, and a roll-forward valuation and report in the following year also required by the new regulation. The reports will be based on assumptions, methodologies and reporting requirements prescribed by GASB 75 regulations and all corresponding actuarial standards of practice.

The timing of the valuation reports will be based on the rules prescribed in the regulations, along with receipt of the required data and information as outlined in Exhibit A. Our goal is to complete the valuations within four weeks of receipt of all required data.

**Proposed Fees**

The proposed fee is as follows:

2025 / 2026 Fiscal Year Valuation: \$8,500

2026 / 2027 Roll-forward Valuation: \$3,400

The fees assume data collection by the Madison County, with verification and review performed by One Digital. The fees do not include travel expenses or report presentations to the district, which are reimbursable based on actual travel costs without mark-up and standard hourly billing rates. We do not anticipate requiring travel or formal presentation of the reports.

If you are in agreement with us providing valuation services for the proposed fees, please sign the document below and return to my attention.

Signed and agreed to by:

\_\_\_\_\_  
CLIENT (signature)

\_\_\_\_\_  
CLIENT (print name and title)

\_\_\_\_\_  
TODAY'S DATE

Thank you again for your consideration. Please call me with any questions at (425) 835-3805.

Sincerely,



Michael Elliston  
ASA, MAAA, FCA

GASB 75 – 02-17-26.doc  
MLE/kwg

CC: Kelly Grebinsky

### Exhibit A: Example of Data Requirements Needed

#### **Written materials:**

- Current employee booklets, bargaining agreements or other materials describing the benefits
- Year-end asset statements showing trust funds set aside to pay retiree benefits, if any
- Summary of changes in benefits over last 2-3 years

#### **Census information (spreadsheet format preferred):**

Census data needed for each benefit eligible employee and retiree (except as otherwise indicated):

- SSN (or some other unique identifier)
- Last Name
- First Name
- Gender
- Group ID (department, division, bargaining group, etc.)
- Date of birth
- Date of hire
- Service (as may be applicable to various plans)
- Payroll "earnings" as defined for any applicable benefit (may require multiple earnings fields)
- Date of retirement (retirees only)
- Spouse date of birth if married
- Enrollment status in plans (single, two party, family)
- Current monthly retiree contributions by individual
- Employer contribution
- Custom fields related to your specific plans

#### **Premiums/Claim Costs**

- Claims and number covered by month for the medical, Rx, dental, and vision providers for the current year and most recent prior years. If claims data is not available, premiums by month can be substituted.
- Premiums by month for life insurance providers for current year and most recent prior years
- Administrative charges by month for each coverage for current year and most recent prior years

If there are any items on the data request that either don't seem applicable to your plan or organization, or appear that they would require an inordinate amount of time to gather, let us know and we can discuss if there are any alternate approaches to the request as written.

Please contact us to receive information regarding a secure portal to provide any of these files to us.



# Madison County Montana

# Job Description

*The County is an equal opportunity employer. The County shall, upon request, provide reasonable accommodations to otherwise qualified individuals with disabilities.*

*This job description is intended to reflect core areas of responsibility and an incumbent employee's knowledge and skill needed to complete those functions. This document is not intended to catalog each individual duty; employees are routinely called upon to address emerging employer requirements in alignment with individual work units and assignments of jobs. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer change.*

<b>Job Title:</b> Secretary	<b>FLSA Status:</b> <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt
<b>Department:</b> Fair	<b>Reports to:</b> Fair Manager

**Work Unit Overview:** This position is assigned to the County Fairgrounds; and must maintain an open and customer service-oriented environment, cooperate with other County departments and governmental entities, and keep accurate and timely records and information.

**Job Summary:** Performs administrative support to the Fair Manager; performs a variety of clerical and administrative duties which are unrelated in kind and are auxiliary to the work of manager and performs related duties as required.

**Essential Functions (Major Duties or Responsibilities):** *These duties are the essential functions and are not all-inclusive of all duties that the incumbent performs.*

- Perform receptionist duties, including screening correspondence, telephone calls, and visitors for the Fair Manager; independently schedule meetings or appointments; refer matters not needing the personal attention of that person to the Fair Manager; track progress to insure timely reply as needed.
- Answer a variety of routine and semi-technical questions related to the organization, functions, procedures, regulations, and programs of the Fair after determining that information may be given; answer inquiries for complaints which do not need policy interpretation or expertise.
- Compose letters, memoranda, correspondence, summaries, or notices from general instructions or in accordance with accepted procedures.
- Help prepare for county fair, i.e. drafting contracts for advertising, sponsorship, design and develop fair book, online ticketing to include training, selling, and reporting. Organizing and supporting volunteers during fair. Help with preparing superintendent and judges contracts and claim forms for fair entities. Update fairgrounds electronic reader board. Social media updates and scheduling. Help maintain checks and balances while taking and/or selling event tickets, camping fees, and other miscellaneous fees associated with fair and any and all other activities associated with fair.

**Non-Essential Functions:**

- Perform a variety of miscellaneous duties such as running errands, picking up supplies needed for activities, planning for use of County facilities, setting up tables and chairs, etc.

**Physical Demands and Working Conditions:** *The demands and conditions described here are representative of those the employee must meet to perform the essential functions of the job.*

- Frequently required to walk, sit, talk, see, and hear.
- Must occasionally lift and/ or move up to 25 pounds.
- Work occurs in a normal office environment.
- May involve occasional travel by auto to attend meetings with community partners.

**Supervision Exercised:** *List jobs reporting to the subject position and level of supervisory authority.*  
The primary function of this job is not in a supervisory capacity.

**Knowledge, Skills, and Abilities:**

This job requires knowledge of the organization, services, programs and functions of the fair; English grammar, spelling, written format and punctuation; the functions, timetables, workload, and priority of the Fair Manager and the Fair Board.

**Education and Experience:**

The job requires education and experience in administrative skills which includes working with personal computers and Microsoft Office Suite or equivalent.

**CONFIRMATION**

This Job Description represents a true and accurate description of job duties and physical demands for this position.

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Employee Signature	Printed Name	Date
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**MADISON COUNTY BOARD OF COMMISSIONERS**

**P.O. BOX 278**

**VIRGINIA CITY, MT 59755**

Commissioners

Duke W. Gilman  
Ronald E. Nye  
William A. Todd

e-mail: [madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov)  
[www.madisoncountymt.gov](http://www.madisoncountymt.gov)

Phone: (406) 843-4277  
Fax: (406) 843-5517

.....

February 24, 2026

Dear Treacy Foundation:

On behalf of Madison County, a county government organization, I wish to submit this Letter of Intent to request funding support from the Treacy Foundation.

- **Your complete contact information (name, phone, email, & address)**

Shawna Lutgen, Madison County Grant Manager, 406 925-9464, [Shawna@MadisonCountyMT.gov](mailto:Shawna@MadisonCountyMT.gov), P.O. Box 278 Virginia City, MT 59755

- **Brief description of the project**

Virginia City Schoolhouse Renovation Project (Phase 2 – Window Restoration) – In 2024, in partnership with Madison County, the owner of the schoolhouse property, the Virginia City Schoolhouse Foundation (VCSF) began a multi-phased effort to renovate the Virginia City Schoolhouse, located in Virginia City, Montana. The schoolhouse is listed on the National Register as a contributing historic property within the Virginia City National Historic Landmark District. The two-story masonry brick building was constructed in 1876 and served as the local K-12 schoolhouse for the next century. As such, it bears the distinction of being associated with Montana's first school district, and the oldest surviving public high school in the state. As a joint venture between the VCSF and Madison County, the goal is to renovate the building to serve as the home of the Montana Makers' Space – a self-sustaining collective of working artists similar to the Archie Bray Center in Helena.

Following closure as a school in 1976, the building served various governmental functions for the Town of Virginia City and Madison County until 2009. Since then, the building has sat empty, relegated to a mere cold store facility. After 15 years of vacancy, the building is currently leased to the VCSF, a local non-profit organization dedicated to ensuring its future as an arts center. In its partially renovated state, the building is being leased by the VCSF and is currently occupied by two local artists as studio space, with plans to renovate the entire building in support of the arts in Madison County and Virginia City's vibrant heritage tourism economy.

To-date, the VCSF has raised over \$125,000 of contributions from local supporters and regional organizations, like the Treacy Foundation. These funds have been invested into various improvements for the building, including reactivating utilities, restoring masonry elements, and installing gutters and a drainage system around the foundation to address run-off issues at the site. The project has received much positive feedback from the public as the exterior appearance of the building has improved and "life has returned to the old schoolhouse". In late 2026, the project was awarded \$25,000 from two separate foundations to begin to restore the building's 20 original wood double-hung and casement window. Per an estimate from an experienced window restoration contractor this phase of the project will cost \$45,000. We are seeking a \$20,000 grant from the Treacy Foundation to complete this work by the end of 2026.

Once the exterior is restored, we will embark on a full replacement of the building's utility systems and restore the interior. A \$30,000 MT DOC planning grant was recently awarded to the VCSF to retain an architect to prepare a Preliminary Architectural Report (PAR) to develop design specifications and cost estimates for these Phase 3 interior renovation activities.

- **Your IRS status** - Madison County is government agency eligible for tax deductible, private donations. The VCSF is a 501©3 charitable nonprofit registered with the IRS and State of Montana (EIN# 33-1526862).
- **Total project cost** - \$45,000 per an estimate from the Preserve Montana window restoration program to restore 20 windows at approximately \$2,250 per unit (window frames, interior sashes, and exterior storms), including scraping, painting, reglazing, and refabricating damaged elements; and travel costs.
- **Amount requested** - \$20,000 (matched with \$25,000 of secured grant funds)
- **Funds you have on hand and the source of that funding** – \$5,000 of additional VCSF funds from on-going fundraising efforts have been budgeted as a 10% contingency the proposed window restoration work.
- **Other funds you have applied for and from whom** – We have applied for and received funding from the Donnelley Foundation (\$10,000) and the Ashe Grove Charitable Foundation (\$15,000) for the proposed window restoration work.

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Duke W. Gilman,  
District 1 Commissioner

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Ronald E. Nye, Chairman  
District 2 Commissioner

---

William A. Todd,  
District 3 Commissioner

Board of Commissioners, Madison County, Montana

# **MADISON COUNTY COURTHOUSE**

## **RENOVATION & ADDITION**

100 East Wallace Street  
Virginia City, Montana

### **PROJECT MANUAL**



**Owner:**

**Madison County Commissioners  
103 East Wallace Street  
Virginia City, Montana**

**Architect Project No. 25005**

**Issued: February 18, 2026**

**SECTION 00 1101 – NOTICE TO BIDDERS****PART 1 - GENERAL**

Notice is hereby given that Madison County, Montana, by and through its Commission, hereinafter referred to as the Owner, shall accept sealed bid packages for the construction of the **Madison County Courthouse Addition & Renovation** project located in Virginia City, Montana – Project #25005 Bid Package.

**Sealed bids shall be accepted at the Madison County Board of Commissioners Office, 111 East Wallace Street, Virginia City, Montana 59755 until 9:30AM MST, Tuesday, March 31, 2026.** Bids received after the listed time and date shall be returned unopened. Bids received prior to this time shall be opened and publicly read at the regular Madison County Board of Commissioners Meeting scheduled to take place at the First Floor Public Meeting Room, Administrative Office Building, 103 West Wallace Street, Virginia City, Montana on Tuesday, March 31, 2026 at 10:00AM MST, following the bidding deadline. After proposals have been received, they will be reviewed by the Owner and the Architect and taken on advisement. **All interested citizens are invited to attend. Should any citizen require special provisions, such as handicapped modifications or non-English translation personnel, the County will provide such provisions if the request is made by March 15, 2026.**

**A Pre-bid Meeting will be held at 1:00PM (Local Time) on Tuesday, March 10, 2026,** at First Floor Public Meeting Room, Administrative Office Building, 103 West Wallace Street, Virginia City, Montana. **All prime contractors interested in bidding are required to attend.** Immediately following the Pre-Bid Meeting contractors are invited to attend a project site walk-thru with the Architect who will highlight items included in the project scope. Subcontractors and other interested parties are encouraged to attend. Small, minority or women owned enterprises are invited to participate in the bidding process.

In addition to the post Pre-bid meeting walk-thru, the existing courthouse will be open from 10:00AM – noon local time for interested parties to further observe interior and exterior existing building conditions on the following dates:

March 13, 2026

March 18, 2026

March 20, 2026

Please email: [madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov) to arrange to visit the site on the noted dates.

The Project will be constructed as a single Bid Package.

Plans and Specifications for the Project are on file and may be obtained at the following locations after 3:00PM (MST), Wednesday, February 25, 2026:

Billings Builder Exchange  
Bozeman Plan Room  
Butte Builder's Exchange  
Great Falls Builder's Exchange  
Helena Plans Center  
Flathead Valley Plans Exchange  
Missoula Plans Exchange

<https://www.montanabid.com/>

Reproduction and delivery cost as determined by each independent plan room is the responsibility of the contractor and is not refundable. Purchase of partial sets does not waive the Prime Bidders' responsibility to provide a complete bid. Interested parties are encouraged to also register with the Madison County Board of Commissioners at [madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov)

The work to be performed and the bid to be submitted shall include sufficient and proper sums including but not limited to general construction, mechanical installation, labor, equipment, materials, permits, licenses, insurance, and other costs incidental to and required for the construction of the Project.

Each bid must be enclosed in a sealed envelope clearly marked and bearing the following on the outside of the envelope:

**Madison County Courthouse Addition & Renovation Project**  
Virginia City, Montana  
**Bid Package**  
**Project #25005**  
**Name of Bidder**  
**Address of Bidder**

All bids must be submitted on the bid form as identified in the contract documents and included in the Project Specifications.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Madison County, Montana in the **sum of not less than five percent (5%)** of the total amount of the aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him/her to do so within ten (10) days of said notification.

Bid Bond of **not less than five percent (5%)** of the bid amount shall be submitted in the form of a certified check, cashier's check, or a bid bond. Bid bonds shall be executed by the Bidder and a surety company approved by the Owner and qualified to do business in the State of Montana. Check or bid bond shall be made payable to Madison County, Montana.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. **Any bid received after the time and date specified shall not be considered.** No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

**Award will be made to the low, responsive, responsible bidder meeting the required qualifications as stated in the Project Specifications. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation as established by the State of Montana in XXXXX.**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

Bids shall be properly and completely executed on the bid form included in the Specifications. Bids shall include all information requested by Montana Form 96 included with the Specifications. Under Section III of Form 96, the Bidder shall be required to submit a current Financial Statement. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid documents section to these specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications for the Bid Package. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Wage rates on the project shall not be less than the most current Montana Prevailing Wage Rates published by the Montana Department of Labor and Industry which can be found at: <https://erd.dli.mt.gov/labor-standards/state->

[prevailing-wage-rates/](#)

Bidders on this work shall be required to comply with the provisions of XXXXX. The Bidders shall also comply with XXXX

The Bidders attention is also called to the “Minority/Women Business Participation” requirements contained in the Project Specifications. The State of Montana has adopted a State goal of 10% participation for minority and women owned businesses for construction related or purchase related contracts for the work.

**ARE THERE STATE OR COUNTY BIDDING REQUIREMENTS TO BE INCLUDED**

Questions on the project should be directed to the Architect of Record:

ARCHitecture trio, inc.  
PO Box 34  
Virginia City, MT 59755  
(406) 624-3410  
Attn: Patricia Jacobs, R.A.  
[pat@archtrio.com](mailto:pat@archtrio.com)

Questions on the project shall be submitted to the Architect on or before Wednesday, March 20, 2026 by 4:00PM (MST). All questions will be answered in a final addendum to the construction documents, to be released by Tuesday, March 24, 2026 to all registered prospective bidders.

END OF SECTION 001101

Please replace the cover with the one I prepared.  
Feel free to add the Seal. Keep the 2/18/2026 date

Bid Documents and Specifications for:

**Madison County Courthouse Renovation &  
Addition**

**Virginia City, Montana**



January 30, 2026

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DOCUMENT 000101 – Madison County Courthouse Addition and Renovation

1.1 PROJECT MANUAL VOLUME 1

- A. Madison County Courthouse Addition and Renovation
- B. Madison County
- C. Virginia City, Montana 59755
- D. Project No. 25005
- E. ARCHitecture Trio, Inc.
- F. PO Box 34
- G. Virginia City, Montana 59755
- H. Phone: (406)
- I. Website: [www.archtrio.com](http://www.archtrio.com)
- J. Issued: February 18, 2026
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END OF DOCUMENT 000101

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. ARCHitecture Trio, Inc.  
Patricia L. Jacobs, R.A.
2. ARC-ARC-LIC-9094
3. Responsible for Divisions 01-31 Sections except where indicated as prepared by other design professionals of record.

B. Civil Engineer:

1. Kurt Thompson
2. 13499PE
3. Responsible for Division 31.

C. Structural Engineer:

1. Richard Allen Snidarich.
2. 62691PE
3. Responsible for Divisions 032000, 033000, 042033, 051200, 061053, 061733, 061733, 061800, 316326.

D. Plumbing Engineer:

1. Nicholas Tolstedt.
2. 103803PE.
3. Responsible for Division 22.

E. HVAC Engineer:

1. Nicholas Tolstedt
2. 103803PE.
3. Responsible for Division 2.

F. Electrical Engineer:

1. Darin Van Oosterhout.
2. 62700PE
3. Responsible for Division 26, 27, 28.

END OF DOCUMENT 000107

Madison County Courthouse  
Renovation and Addition

ARCHitecture TRIO, Inc.  
Issue for Bid

**SECTION 00 1101  
NOTICE TO BIDDERS**

**PART 1 - GENERAL**

Notice is hereby given that Madison County, Montana, by and through its Commission, hereinafter referred to as the Owner, shall accept sealed bid packages for the construction of the **Madison County Courthouse Addition & Renovation** project located in Virginia City, Montana – Project #25005 Bid Package.

**Sealed bids shall be accepted at the Madison County Board of Commissioners Office, 111 East Wallace Street, Virginia City, Montana 59755 until 9:30AM MST, Tuesday, March 31, 2026.** Bids received after the listed time and date shall be returned unopened. Bids received prior to this time shall be opened and publicly read at the regular Madison County Board of Commissioners Meeting scheduled to take place at the First Floor Public Meeting Room, Administrative Office Building, 103 West Wallace Street, Virginia City, Montana on Tuesday, March 31, 2026 at 10:00AM MST, following the bidding deadline. After proposals have been received, they will be reviewed by the Owner and the Architect and taken on advisement. All interested citizens are invited to attend. Should any citizen require special provisions, such as handicapped modifications or non-English translation personnel, the County will provide such provisions if the request is made by March 15, 2026.

1:00PM

**A Pre-bid Meeting will be held at ~~10:00AM~~ (Local Time) on Tuesday, March 10, 2026,** at First Floor Public Meeting Room, Administrative Office Building, 103 West Wallace Street, Virginia City, Montana. **All prime contractors interested in bidding are required to attend.** Subcontractors and other interested parties are encouraged to attend. Small, minority or women owned enterprises are invited to participate in the bidding process.

The Project will be constructed as a single Bid Package.

Plans and Specifications for the Project are on file and may be obtained at the following location after 3:00PM (MST), ~~Monday, February 16, 2026:~~

Thursday, February 18, 2026

Selbys  
525 Professional Drive  
Bozeman, MT 59718  
(406) 587-0782  
(800) 548-7887  
[info@selbys.com](mailto:info@selbys.com)

Reproduction and delivery cost as determined by Selbys is the responsibility of the contractor and is not refundable. Purchase of partial sets does not waive the Prime Bidders' responsibility to provide a complete bid. Interested parties must register with the Madison County Board of Commissioners at [madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov) to receive notice of addendums and other project revisions.

The work to be performed and the bid to be submitted shall include sufficient and proper sums including but not limited to general construction, mechanical installation, labor, equipment, materials, permits, licenses, insurance, and other costs incidental to and required for the construction of the Project.

Each bid must be enclosed in a sealed envelope clearly marked and bearing the following on the outside of the envelope:

**Madison County Courthouse Addition & Renovation Project**  
Virginia City, Montana  
**Bid Package**  
**Project #25005**  
**Name of Bidder**  
**Address of Bidder**

All bids must be submitted on the bid form as identified in the contract documents and included in the Project

Madison County Courthouse  
Renovation and Addition

ARCHitecture TRIO, Inc.  
Issue for Bid

## Manual

### ~~Specifications.~~

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Madison County, Montana in the **sum of not less than five percent (5%)** of the total amount of the aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him/her to do so within ten (10) days of said notification.

Bid Bond of **not less than five percent (5%)** of the bid amount shall be submitted in the form of a certified check, cashier's check, or a bid bond. Bid bonds shall be executed by the Bidder and a surety company approved by the Owner and qualified to do business in the State of Montana. Check or bid bond shall be made payable to Madison County, Montana.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. **Any bid received after the time and date specified shall not be considered.** No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

**Award will be made to the low, responsive, responsible bidder meeting the required qualifications as stated in the Project Specifications. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation as established by the State of Montana in XXXXX.**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

~~Bids shall be properly and completely executed on the bid form included in the Specifications. Bids shall include all information requested by Montana Form 96 included with the Specifications. Under Section III of Form 96, the Bidder shall be required to submit a current Financial Statement. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid documents section to these specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.~~

**\*\*\*Insert text from Procurement Policy regarding brand names Item II. C.**

Each Bidder is responsible for inspecting the project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications for the Bid Package. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

~~Wage rates on the project shall not be less than the most current published Montana Prevailing Wage Scale which can be found at:~~

the Madison County Procurement Policy adopted December 2, 2025 via Resolution 65-2025 and incorporated immediately following Section 001101

~~Bidders on this work shall be required to comply with the provisions of XXXXX. The Bidders shall also comply with the requirements of 41 CFR Part 60-4 entitled Construction Contractors Affirmative Action Requirements. A copy of 41 CFR Part 60-4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.~~

**Pulic Works contracts greater than \$25,000 are subject to the prevailing wage requirements of MCA 18-2 Part 4.**

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. The State of Montana has adopted a State goal of 10% participation for minority and women owned businesses for construction related or purchase related contracts for the work.

**ARE THERE STATE OR COUNTY BIDDING REQUIREMENTS TO BE INCLUDED**

Questions on the project should be directed to the Architect of Record:

ARCHitecture TRIO, Inc.  
PO Box 34  
Virginia City, MT 59755  
(406) 624-3410  
Attn: Patricia Jacobs, R.A.  
[pat@archtrio.com](mailto:pat@archtrio.com)

Questions on the project shall be submitted to the Architect on or before Wednesday, March 18, 2026 by 4:00PM (MST). All questions will be answered in a final addendum to the construction documents, to be released by Tuesday, March 24, 2026 to all registered prospective bidders.

END OF SECTION 001101

SECTION 002500 – GENERAL BIDDING INFORMATION

1.1 GERNERAL BIDDING INFORMATION

A. Montana Prevailing Wage Rates for Building Construction Services

1. A copy of the applicable Montana Prevailing Wage Rates is included immediately following this Section.

END OF SECTION

002500

DRAFT

SECTION 002500 – GENERAL BIDDING INFORMATION

1.1 GENERAL BIDDING INFORMATION

A. Montana Prevailing Wage Rates for Building Construction Services

1. A copy of the applicable Montana Prevailing Wage Rates is included immediately following this Section.

END OF SECTION

002500

DRAFT

**PREVAILING WAGERATESFOR BUILDINGCONSTRUCTIONSERVICES2025**

**Effective: July 1, 2025**

**Note: These are revised 2025 rates and supersede the rates that were published on January 11, 2025**

*Greg Gianforte, Governor  
State of Montana*

*Sarah Swanson, Commissioner  
Department of Labor & Industry*

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

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

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

**MONTANA PREVAILING WAGE REQUIREMENTS**

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

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

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

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana

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**A. Date of Publication January 13, 2025****B. Definition of Building Construction**

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

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

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

**C. Definition of Public Works Contract**

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

**D. Prevailing Wage Schedule**

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

**E. Rates to Use for Projects**

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

**F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

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

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

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

**G. Fringe Benefits**

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

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

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

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

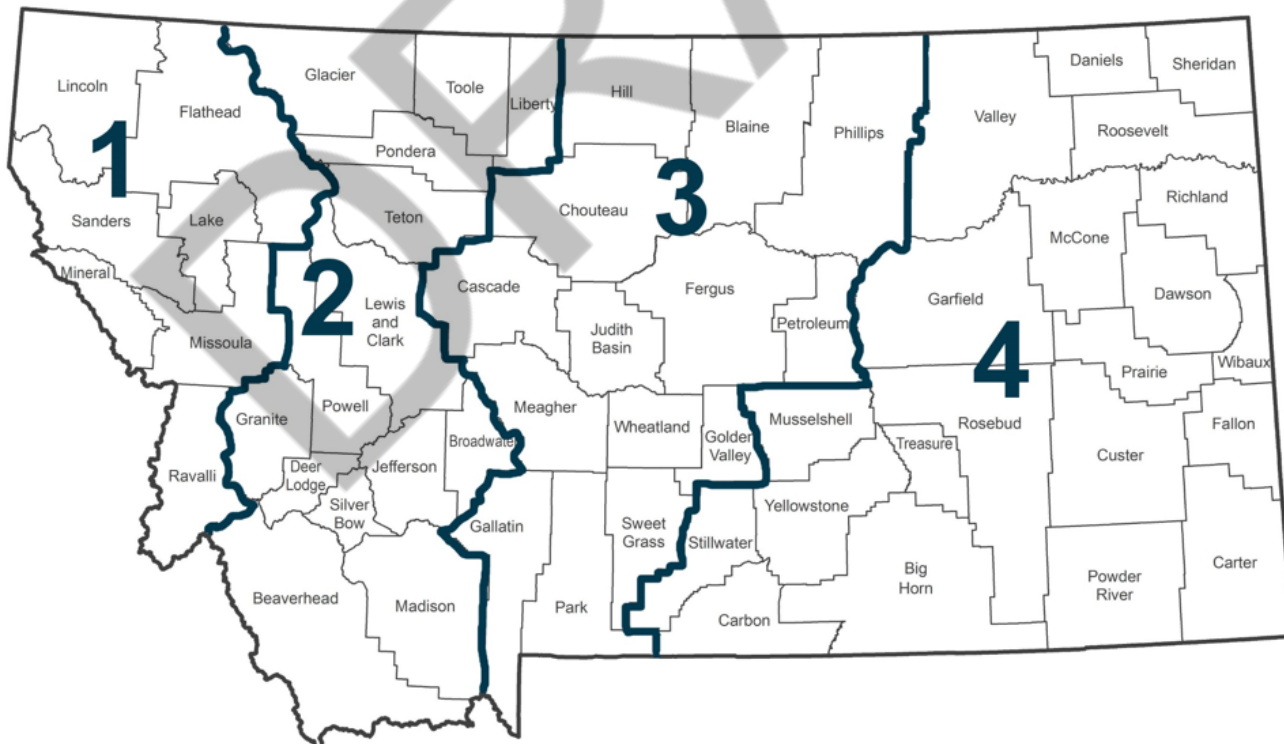
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

**H. Prevailing Wage Districts**

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

**Montana Prevailing Wage Districts**



**I. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

**J. Zone Pay**

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

**K. Computing Travel Benefits**

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

**L. Per Diem**

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

**M. Apprentices**

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

**N. Posting Notice of Prevailing Wages**

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

**O. Employment Preference**

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

**P. Projects of a Mixed Nature**

Section 18-2-418, MCA states:

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

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

**Q. Occupations Definitions**

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

[http://www.bls.gov/oes/current/oes\\_stru.htm](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.

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## Manual

## WAGE RATES

**BOILERMAKERS****No Rate Established****Duties Include:**

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

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**BRICK, BLOCK, AND STONE MASONS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.81	\$18.06
District 2	\$33.81	\$18.06
District 3	\$33.81	\$18.06
District 4	\$33.81	\$18.06

**Zone Pay:**  
**All Districts**  
 0-70 mi. free zone  
 >70-90 mi. \$60.00/day  
 >90 mi. \$80.00/day

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**CARPENTERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.24	\$14.33
District 2	\$30.24	\$14.33
District 3	\$30.24	\$14.33
District 4	\$30.24	\$14.33

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

**Duties Include:**

Install roll and batt insulation, and hardwood floors.

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**CARPET INSTALLERS****No Rate Established****Duties Include:**

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

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**CEMENT MASONS AND CONCRETE FINISHERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$37.54	\$17.04
District 2	\$37.54	\$17.04
District 3	\$37.54	\$17.04
District 4	\$26.39	\$17.04

**Duties Include:**

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

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**Zone Pay:****All Districts**

0-30 mi free zone

30-60 mi base pay+2.95/hr.

>60 mi base pay+4.75/hr.

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 1**

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

**This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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**Travel Pay****District 1**

0-45 mi. free zone

>45-85 mi. \$60.00/day

>85 mi. \$90.00/day

**Zone Pay****District 2**

0-30 mi. free zone

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

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

**Districts 3 and 4**

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$4.85/hr.

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 2**

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

**This group includes but is not limited to:**

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

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**Travel Pay**

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

**Zone Pay**

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

**Districts 3 and 4**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 3**

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

**This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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**Travel Pay**

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

**Zone Pay**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 4**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$35.67	\$13.45
District 2	\$35.67	\$13.75
District 3	\$34.23	\$14.31
District 4	\$35.67	\$14.34

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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**Travel Pay**

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

**Zone Pay**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 5**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$35.05	\$14.76
District 2	\$36.77	\$14.95
District 3	\$36.77	\$15.02
District 4	\$36.77	\$15.11

**This group includes but is not limited to:**

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

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**Travel Pay**

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

**Zone Pay**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 6**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$37.86	\$16.50
District 2	\$37.86	\$16.50
District 3	\$37.86	\$16.50
District 4	\$37.20	\$16.55

**This group includes but is not limited to:**

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

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**Zone Pay:**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 7**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$38.96	\$16.35
District 2	\$38.96	\$16.31
District 3	\$38.96	\$16.50
District 4	\$38.96	\$16.31

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

**This group includes but is not limited to:**

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

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**CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

**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.

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**CONSTRUCTION LABORERS GROUP 2**

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

**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.

**This group includes but is not limited to:**

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

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**CONSTRUCTION LABORERS GROUP 3**

	<b>Wage</b>	<b>Benefit</b>
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 Nozzle; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
 >15-30 mi. base pay + \$0.65/hr.  
 >30-50 mi. base pay + \$0.85/hr.  
 >50 mi. base pay + \$1.25/hr.

**CONSTRUCTION LABORERS GROUP 4**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.48	\$11.57
District 2	\$25.60	\$12.00
District 3	\$25.60	\$12.00
District 4	\$25.60	\$12.00

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
 >15-30 mi. base pay + \$0.65/hr.  
 >30-50 mi. base pay + \$0.85/hr.  
 >50 mi. base pay + \$1.25/hr.

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

**DRYWALL APPLICATORS**

No Rate Established

**Duties Include:**

Drywall and ceiling tile installation.

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No Zone Pay Established

**ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL**

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

**Duties Include:**

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

**Travel:****District 1**

No mileage due when traveling in employer's vehicle.

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

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

**Districts 2 & 3**

No mileage due when traveling in employer's vehicle.

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

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

**District 4**

No mileage due when traveling in employer's vehicle.

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

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

**Per Diem****District 4**

>60 mi. \$80.00/day

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

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**ELEVATOR CONSTRUCTORS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$64.87	\$46.38
District 2	\$64.87	\$46.38
District 3	\$64.87	\$46.38
District 4	\$64.87	\$46.38

**Travel:****All Districts**

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

**Special Provision:**

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

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**FLOOR LAYERS****No Rate Established**

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

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**GLAZIERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.13	\$3.66
District 2	\$24.13	\$3.66
District 3	\$24.13	\$3.66
District 4	\$23.73	\$4.02

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**Travel and Per Diem:****All Districts**

No travel or per diem established.

**HEATING AND AIR CONDITIONING**

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

**Duties Include:**

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

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**All Districts**

0-45 mi. free zone

>45 mi.

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

**Per Diem:****All Districts**

\$85/day

**INSULATION WORKERS - MECHANICAL (HEAT AND FROST)**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$43.81	\$21.99
District 2	\$43.81	\$21.99
District 3	\$43.81	\$21.99
District 4	\$43.81	\$21.99

**Duties Include:**

Insulate pipes, ductwork or other mechanical systems.

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**Travel:**

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

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

**IRONWORKERS – REINFORCING IRON AND REBAR WORKERS**

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

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

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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**IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$34.94	\$26.37
District 2	\$34.83	\$25.37
District 3	\$34.83	\$25.37
District 4	\$34.83	\$25.37

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

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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**MILLWRIGHTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.45	\$21.25
District 2	\$40.45	\$21.25
District 3	\$40.45	\$21.25
District 4	\$40.45	\$21.25

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

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**PAINTERS: INCLUDING PAPERHANGERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.40	\$21.48
District 2	\$20.30	\$21.48
District 3	\$29.40	\$21.48
District 4	\$26.64	\$21.48

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

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### PILE BUCKS

No Rate Established

**Duties Include:**

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

**Zone Pay:**

**All Districts**

0-30 mi. free zone

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

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

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### PILOT CAR DRIVERS

No Rate Established

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### PLASTERERS

No Rate Established

**Duties Include:**

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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**PLUMBERS, PIPEFITTERS, AND STEAMFITTERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.90	\$17.47
District 2	\$44.90	\$17.47
District 3	\$44.90	\$17.47
District 4	\$40.90	\$20.86

**Duties Include:**

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

**Travel:****District 1**

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

**Special Provision**

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

**Districts 2 & 3**

0-45 mi. free zone  
 >45 mi.

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

**Special Provision:**

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

**District 4**

0-70 free zone  
 >70 mi.

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

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**ROOFERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.97	\$9.40
District 2	\$32.97	\$9.40
District 3	\$32.97	\$9.40
District 4	\$25.08	\$5.19

**Duties Include:**

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

**Travel:****District 1**

0-50 mi. free zone

&gt;50 mi.

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

**District 2 and 3**

0-35 mi. free zone

&gt;35 mi.

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

**District 4**

0-50 mi. free zone

&gt;50 mi.

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

**Per Diem:****District 1**

\$84.00/day

**District 2 and 3**

Employer pays for room + \$30.00/day.

**District 4**

Employer pays for room + \$25.00/day.

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**SHEET METAL WORKERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$38.14	\$21.61
District 2	\$38.14	\$21.61
District 3	\$38.14	\$21.61
District 4	\$38.14	\$21.61

**Duties Include:**

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

**All Districts**

0-45 mi. free zone

46-65 mi. \$35/day

&gt;65 mi. \$155/day for overnight stay

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

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

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**SOLAR PHOTOVOLTAIC INSTALLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.50	\$16.76
District 2	\$36.50	\$16.76
District 3	\$36.50	\$16.76
District 4	\$36.50	\$16.76

**Travel:****Districts 1, 2 and 3**

No mileage due when traveling in employer's vehicle.

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

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

**District 4**

No mileage due when traveling in employer's vehicle.

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

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

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**SPRINKLER FITTERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$44.11	\$32.36
District 2	\$44.11	\$23.55
District 3	\$38.70	\$20.37
District 4	\$44.11	\$21.97

**Duties Include:**

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

**Travel****All Districts**

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

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

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

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**TAPERS****No Rate Established****Travel and Per Diem:****All Districts**

No travel or per diem established.

[↑ Back to Table of Contents](#)**TELECOMMUNICATIONS EQUIPMENT INSTALLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$39.66	\$14.43
District 2	\$22.00	\$11.06
District 3	\$22.00	\$11.27
District 4	\$22.00	\$11.27

**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.

**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](#)**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](#)**Travel and Per Diem**

No travel or per diem established.

**TILE AND STONE SETTERS****No Rate Established****Duties Include:**

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

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**TRUCK DRIVERS**

Pilot Car Driver **No Rate Established**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.68	\$ 7.67
District 2	\$23.80	\$ 6.13
District 3	\$23.80	\$ 6.13
District 4	\$23.68	\$ 7.67

**Zone Pay:**  
**All Districts**  
 No zone pay established.

**Truck drivers include but are not limited to:**

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

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DRAFT



3. Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

4. Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**3. BASE BID FOR GENERAL CONSTRUCTION:**

**Madison County Courthouse Renovation & Addition  
100 East Wallace Street  
Virginia City, MT 59755**

BASE BID: \_\_\_\_\_ Dollars  
Written amount  
(\$ \_\_\_\_\_)  
Numerals

**4. ALTERNATE BIDS FOR THE WORK** (Refer to Division 1 Section “Alternates” for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted. Indicate by circling appropriate **ADD** or **DEDUCT**.  
NOTE: Descriptions below have been summarized. See project documents for full description of alternate scope of work.

01-A	xxxxxxx				
	ADD	DEDUCT	\$	_____	Bri - Complete
02-A	xxxxxxx				
	ADD	DEDUCT	\$	_____	

**5. UNIT PRICES FOR THE WORK** (Refer to Division 1 Section “Unit Prices” for complete descriptions of each unit price.)

Unit Price

Bri - do we have any

\_\_\_\_\_  
Unit Price No. 1: Interior Painting – (Add)  
Unit of Measurement: Square Foot.

\_\_\_\_\_  
Unit Price No. 2: Exterior Painting; Two Color – (Add)  
Unit of Measurement: Square Foot.

\_\_\_\_\_  
Unit Price No. 3: Masonry Reopnting – (Add)  
Unit of Measurement: Square Foot

\_\_\_\_\_  
Unit Price No. 4: Brick Replacement – (Add)  
Unit of Measurement: Each

**6. ~~CONSTRUCTION~~ ALLOWANCE**

I think I saw in notes allowances for light fixtures. I think actually the note needs to be changed as fixture selections are noted.

General Contractor to carry within base bid the following construction allowances unless indicated otherwise:

## 7. ACKNOWLEDGMENT

The undersigned Bidder understands that the Owner reserves the right to reject this bid, and that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

## 8. TIME OF COMPLETION

If awarded this Contract, the undersigned Bidder acknowledges that work of the Base Bid and accepted Alternate Bids shall commence and be completed, including all punchlist items, in accordance with work sequence described in Division 1 Section "Summary." **All work, including accepted alternates and punch-list items, shall be completed no later than December 31, 2027.**

It is anticipated that a NOTICE TO PROCEED and NOTICE OF AWARD will be issued no more than 30 days after the bids are opened. Any proposed changes to the schedule shall be directed to the ARCHITECT. Substantial completion will be two weeks prior to the final completion date.

Colton???

**Liquidated damages of \$1,000 per day will be levied for each day AFTER December 31, 2027 or other date as authorized and extended by the Madison County Board of Commissioners**

## 9. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of

substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency.

Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Division 0 Section "Instructions to Bidders."

## 10. BIDDER STATEMENT

I, the undersigned, am prepared to complete the above mentioned Project, Addenda, and Alternates in the Time Schedule allotted for the stipulated sum(s) indicated.

I, the undersigned, have completed the Bid Bond Requirements, and am prepared to complete the work in accordance with the State of Montana Prevailing Wage Rates, National Park Service, Secretary of the Interior's Standards for Historic Rehabilitation, and local authorities.

I, the undersigned, have reviewed and prepared this bid statement using the MBE, WBE, DBE, VBE and Local Participated Goals set forth in the Project Summary.

## 11. SIGNATURES

In testimony whereof, the Bidder (A Corporation) has caused this proposal to be signed by its president and secretary and fixed its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Corporation Signatures:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Corporate Seal

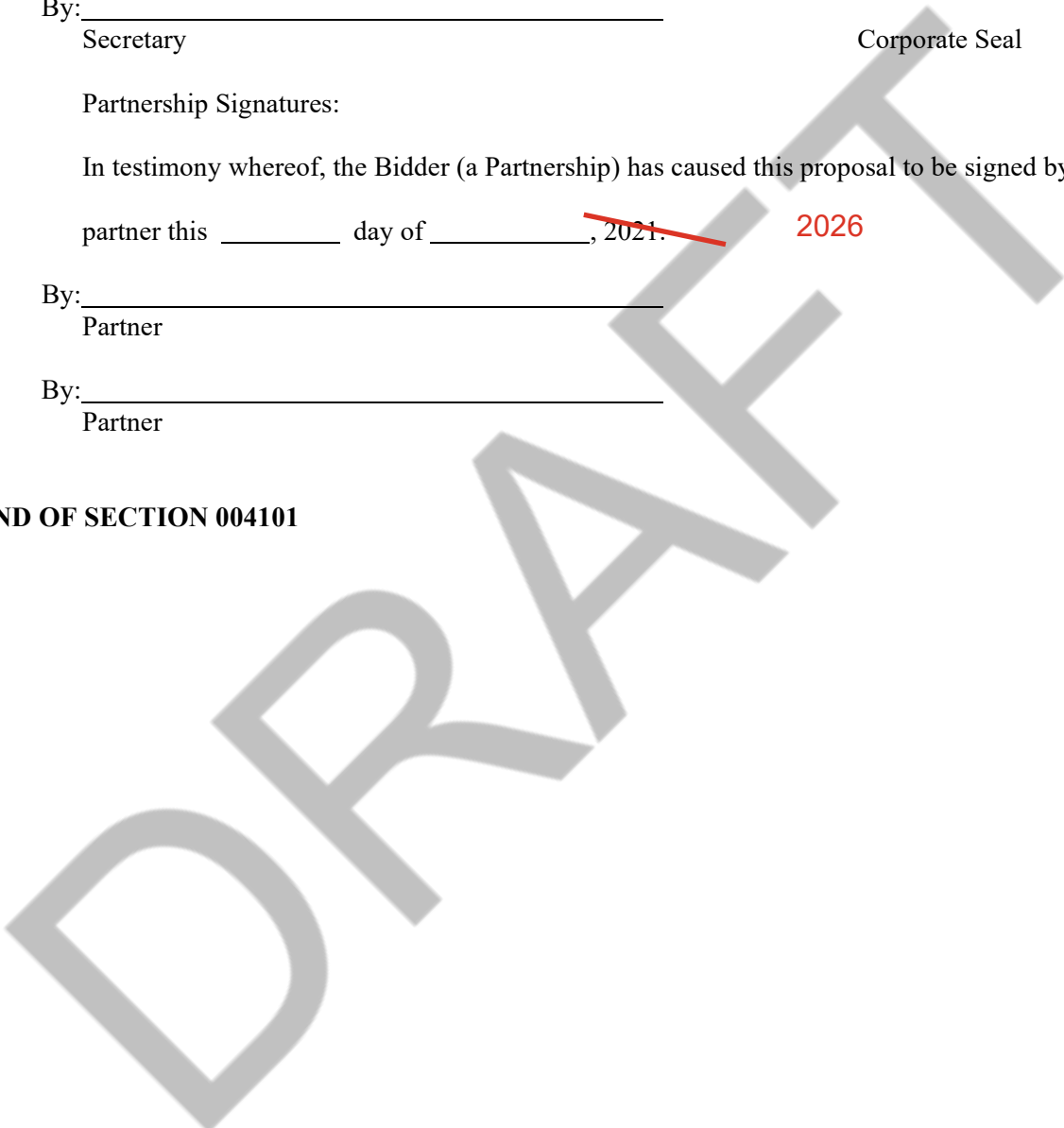
Partnership Signatures:

In testimony whereof, the Bidder (a Partnership) has caused this proposal to be signed by each partner this \_\_\_\_\_ day of \_\_\_\_\_, ~~2021.~~ 2026.

By: \_\_\_\_\_  
Partner

By: \_\_\_\_\_  
Partner

**END OF SECTION 004101**



**SECTION 011000  
SUMMARY****PART 1 GENERAL****1.01 PROJECT**

- A. Project Name: Madison County Courthouse Renovation and Addition
- B. Owner's Name: Madison County Commissioners.
- C. Architect's Name: ARCHitecture TRIO, Inc..
- D. The Project consists of the demolition of the additions on the south end of the original 1870s era courthouse, renovation of the original courthouse Building and construction of a new two story plus basement addition on the south end of the building. The original building in on the National Register of Historic Places. All repairs and work on original building fabric ~~will need to~~ **must** comply with the Secretary of the Interiors Standards for Rehabilitation and Technical Preservation Services – Preservation Briefs.
- E. <https://www.nps.gov/crps/tps/rehab-guidelines/rehabilitation-guidelines-1997.pdf>
- F. <https://www.nps.gov/orgs/1739/preservation-briefs.htm>

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005200 - Agreement Form.

**1.03 CONTRACTOR USE OF SITE**

- A. Construction Operations: Limited to areas noted on Drawings.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without State of Montana, Madison County, or Town of Virginia City required permits.
  - 3. Any closure of roadways, sidewalks, or other public ways requires a minimum of 48 hours' notice to the appropriate public agency.
- C. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to the hours of 7:30 AM- 5:00 PM. Monday, through Friday, unless otherwise agreed upon.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION - NOT USED****END OF SECTION**

Summary

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Summary

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**SECTION 012000  
PRICE AND PAYMENT PROCEDURES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 017800 - Closeout Submittals: Project record documents.

**1.03 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values \_\_\_\_\_ within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization and bonds and insurance.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G701 and AIA G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic copy of each Application for Payment.
- J. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 013000.
  - 2. Construction progress schedule, revised and current as specified in Section 013000.

3. Partial release of liens from major subcontractors and vendors.
  4. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

### 1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
  1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

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- J. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 017000.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 012500  
SUBSTITUTION PROCEDURES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
  - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.

**1.03 REFERENCE STANDARDS**

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
  - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's, and Contractor's names.
    - b. Substitution Request Information:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Indication of whether the substitution is for cause or convenience.

- 3) Issue date.
  - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
  - 5) Description of Substitution.
  - 6) Reason why the specified item cannot be provided.
  - 7) Differences between proposed substitution and specified item.
- c. **Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:**
- 1) Physical characteristics.
  - 2) In-service performance.
  - 3) Expected durability.
  - 4) Visual effect.
  - 5) Warranties.
  - 6) Other salient features and requirements.
  - 7) Include, as appropriate or requested, the following types of documentation:
    - (a) Product Data:
    - (b) Samples.
    - (c) Certificates, test, reports or similar qualification data.
    - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
1. Submit an electronic document, combining the request form with supporting data into single document.

### 3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
1. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.
- B. Submittal Form (before award of contract):
1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

### 3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  3. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
- D. Substitutions will not be considered under one or more of the following circumstances:

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1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

#### **3.04 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
  1. Architect's decision following review of proposed substitution will be noted on the submitted form.

#### **3.05 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

#### **3.06 CLOSEOUT ACTIVITIES**

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

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**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Web-based project software service.
- C. Electronic document submittal service.
- D. Preconstruction meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Coordination drawings.
- J. Submittals for review, information, and project closeout.
- K. Number of copies of submittals.
- L. Requests for Information (RFI) procedures.
- M. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 016000 - Product Requirements: General product requirements.
- C. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Information (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 WEB-BASED PROJECT SOFTWARE SERVICE**

- A. Web-Based Project Software Service: Provide, administer, and use web-based project software to host and manage project communication and documentation.
  - 1. Include, at minimum, the following features:

- a. Project directory, including Owner, Contractor, subcontractors, Architect, Architect's consultants, and other entities involved in the project. Include names of contact persons and contact information for each entity.
  - b. Access control for each entity and for each workflow process to determine each entity's digital rights to create, modify, view, and print documents.
  - c. Workflow planning, allowing customization of workflow for each project entity.
  - d. Creation, logging, tracking, and notification for project communications.
  - e. Tracking of project communication statuses in real time, including timestamped response log.
  - f. Procedures for viewing 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. Creation and distribution of meeting minutes.
  - j. Document management for drawings, specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility.
  - m. Creation of data analytics reports.
  - n. Creation and export of editable logs for software functions. Provide Owner, Architect, and Architect's consultants with rights and ability to download logs when requested.
2. Cost: Pay cost of service. Include the cost of the service in the contract sum.
  3. Provide user licenses for use by Owner, Architect, Architect's consultants, and other entities involved in the project.
  4. Comply with the software service's current published licensing agreements.
  5. Training: Provide one-hour, web-based training session for users of software service. Further training is the responsibility of the user.
    - a. Representatives of Owner are scheduled and included in this training.
  6. Project Closeout: Architect determines when to terminate the software service for the project and is responsible for obtaining archive copies of files for Owner.

### 3.02 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
  1. Owner.
  2. Architect.
  3. Contractor.
- C. Agenda:
  1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Submission of initial Submittal schedule.
  6. Designation of personnel representing the parties to Contract and Architect.
  7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  8. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### 3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
  1. Contractor.

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2. Owner.
3. Architect.
4. Special consultants.
5. Contractor's superintendent.
6. Major subcontractors.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Effect of proposed changes on progress schedule and coordination.
14. Other business relating to work.

- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### 3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### 3.05 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. In addition to transmitting electronically a copy to Owner and Architect, submit at bi-weekly intervals.
  1. Submit in format acceptable to Owner.
  2. Submit using required form, a sample of which is appended to this section.
- C. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
  1. Date.
  2. High and low temperatures, and general weather conditions.
  3. List of subcontractors at Project site.
  4. List of separate contractors at Project site.
  5. Approximate count of personnel at Project site.
    - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
  6. Major equipment at Project site.
  7. Material deliveries.
  8. Safety, environmental, or industrial relations incidents.

9. Meetings and significant decisions.
10. Unusual events (submit a separate special report).
11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
12. Emergency procedures.
13. Directives and requests of authority having jurisdiction (AHJ).
14. Change Orders received and implemented.
15. Testing and/or inspections performed.
16. List of verbal instruction given by Owner and/or Architect.
17. Signature of Contractor's authorized representative.

### 3.06 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Submit new photographs at least once a month, within 3 days after being taken.
- C. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- D. Photography Type: Digital; electronic files.
- E. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- F. In addition to periodic, recurring views, take photographs of each of the following events:
  1. Completion of site clearing.
  2. Excavations in progress.
  3. Foundations in progress and upon completion.
  4. Structural framing in progress and upon completion.
  5. Enclosure of building, upon completion.
  6. Final completion, minimum of ten (10) photos.
- G. Views:
  1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  2. Consult with Architect for instructions on views required.
  3. Provide factual presentation.
  4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- H. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  1. Delivery Medium: Via email.
  2. File Naming: Include project identification (Architect's Project Number), date and time of view, and view identification.
  3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### 3.07 COORDINATION DRAWINGS

- A. Review drawings prior to submission to Architect.

### 3.08 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
  1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.

- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare in a format and with content acceptable to Owner and Architect.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 016000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. **The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.**
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.

4. Highlight items for which a timely response has not been received to date.
  5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### 3.09 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 013216 - Construction Progress Schedule.
  2. Coordinate with Contractor's construction schedule and schedule of values.
  3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### 3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Design data.
  3. Shop drawings.
  4. Samples for selection.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

### 3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Certificates.
  2. Test reports.
  3. Inspection reports.
  4. Manufacturer's instructions.

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ARCHitecture TRIO, Inc.  
Issue for Bid

5. Manufacturer's field reports.
6. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

### 3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### 3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
  1. Use a separate transmittal for each item.
  2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  3. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by Architect.
  4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. **Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.**
  7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
  8. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
  9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  10. Provide space for Contractor and Architect review stamps.
  11. When revised for resubmission, identify all changes made since previous submission.

12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
  3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

### 3.15 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved", or language with same legal meaning.
    - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
  2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION**

**SECTION 013216  
CONSTRUCTION PROGRESS SCHEDULE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 REFERENCE STANDARDS**

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2016, with Addendum (2021).

**1.03 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit in PDF format.

**1.04 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

**3.03 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

**3.04 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**

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**SECTION 013591  
PERIOD TREATMENT PROCEDURES****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Construction procedures appropriate for working with historic sites and structures.
- B. Special procedures required for items and features of historical significance and value requiring special treatment.

**1.02 RELATED REQUIREMENTS**

- A. Section 020342 - Removal and Salvage of Period Construction Materials.
- B. Section 024100 - Demolition: Selective demolition of nonhistoric elements.

**1.03 DEFINITIONS**

- A. Consolidate: Strengthen loose or deteriorated materials in situ.
- B. Dismantle: Disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, to protect nearby historic surfaces, and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- C. Existing to Remain: Existing items that are not to be removed or dismantled. Protect materials as indicated.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance subject to preservation, rehabilitation, restoration, and reconstruction procedures defined in NPS (THP). Designation "HF" and words such as "historic," "historic fabric," "historic materials," "historic building materials," "historic character," or words of similar meaning indicate that the material or feature is considered to have aspects that require period treatment procedures.
- E. In-Kind: Matching existing in physical and visual aspects including, but not limited to, material, form, color, texture, and workmanship.
- F. Matching: Blending with adjacent construction and showing no apparent difference in material type, form, detail, color, texture, finish, or other visible and readily discernible characteristics, as determined and approved by Architect.
- G. Preserve: Apply measures to sustain existing form, integrity, and materials of a historic property; may include preliminary measures to protect and stabilize the property.
- H. Protect: Take precautions to keep historic materials of the building from damage or injury.
- I. Reconstruct: Remove existing item, refurbish existing or replicate damaged or missing components as indicated or directed, and reinstall in original position.
- J. Refinish: Remove existing finishes from base material and apply new finish to match original or as otherwise indicated.
- K. Remove: Detach or dismantle items from existing construction and dispose of them off-site, unless items are indicated to be salvaged or reinstalled.
- L. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall in original location or in other location where indicated.
- M. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label, and deliver salvaged items to Owner in ready-for-reuse condition.
- N. Repair: Correct damage and defects, retaining existing materials, features, and finishes and employing as few new materials as possible. Includes patching, piecing-in, splicing, consolidating, or reinforcing or upgrading materials with appropriate and approved materials and methods.
- O. Replace: Remove, duplicate, and reinstall entire item with new material. Use original item as the pattern unless noted otherwise.
- P. Replicate or Reproduce: Fabricate a new item in exact detail, materials, and finish as the original, unless otherwise indicated; referred to as replicas or reproductions.

- Q. Restore: Return to original condition; return to the condition extant during the period of interpretation.
- R. Retain: Existing to remain; keep existing items that are not to be removed or dismantled.
- S. Reversible: New construction work, treatment, or processes that can be removed or undone in the future without damaging historic materials.
- T. Stabilize: Provide reinforcement of unsafe or deteriorated items and maintain the present, essential form; reestablish weather-resistant enclosure.
- U. Strip: Remove existing finish down to base material, unless otherwise indicated.

#### 1.04 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).
- B. NPS (THP) - The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines For Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

#### 1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting at least one week prior to the start of the work of this section; require attendance by affected installers.
- B. Sequencing: Ensure that facility services and utility connections are achieved in an orderly and expeditious manner.

#### 1.06 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Quality Control Submittals:
  - 1. Practices and Treatments: Use NPS (THP) recommendations as a general guide for proposed practices and treatments, modified as necessary to suit project requirements and conditions.
  - 2. Phase Programs: Submit program, in writing, for each phase of period treatment procedures, indicating:
    - a. Protection of surrounding materials.
    - b. Materials, methods, and equipment to be used.
- C. Existing Conditions Documentation: Prior to commencement of period treatment activities, document with digital photography, digital videography, digital photogrammetry, or similar means the existing exterior walls, interior walls, windows, doors, roofs and roofing, interior finishes, trim, decorative elements, and building services equipment and distribution systems indicated as subject to period treatment.
  - 1. Submit separate documentation for each designated period treatment work area indicated on drawings.
  - 2. Document historic items and features. Submit to-scale drawings of items indicated to be replicated. Provide configurations, details, and materials composition, as applicable.
- D. Project Record Documents:
  - 1. Record of conditions encountered before, during, and after completion of work.
  - 2. Types and locations of identification and labels of new or replacement materials and features.

#### 1.07 MOCK-UPS

- A. Arrange for one or more demonstration mock-ups, 2 feet long by 2 feet wide, using each type of proposed cleaning, repairing, and refinishing materials and methods.
  - 1. Refer to related technical period treatment sections for additional mock-up requirements.
  - 2. Perform demonstrations in presence of Architect.
  - 3. Proceed with mock-up work only after initial approval of proposed materials and methods by Architect.
    - a. Maintain the mock-up in its approved condition until final acceptance of the completed work.
- B. Mock-ups may remain as part of the work.

**1.08 DELIVERY, STORAGE, AND HANDLING**

- A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Storage and Protection:
  - 1. Use and reuse materials original to the existing structure wherever practical. Store removed materials under cover, inside, and protect from damage.
  - 2. Label specific pieces or items to be removed. Label consistently and inconspicuously indicating original location, and document original position.
  - 3. Protect materials during storage and construction from rain, snow, or groundwater and from soiling with earth or other materials.
    - a. Store cementitious materials off ground, under cover, and in a dry location. Protect liquid components from freezing.
    - b. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
  - 4. Store restoration and cleaning chemicals off-site or in metal cabinets on-site. Do not leave cans open or out of the cabinet overnight. Do not store in unlabeled containers.

**1.09 FIELD CONDITIONS**

- A. Smoking and use of tobacco products by personnel performing work on or about designated period treatment areas is not allowed.
- B. Environmental Requirements:
  - 1. Wet or Humid Weather:
    - a. Do not remove exterior elements of structures when raining or rain is forecasted.
    - b. Do not apply primer, paint, putty, or epoxy when the relative humidity is above 80 percent and in accordance with manufacturer's recommendations.
    - c. Do not repair exterior features in rain or fog.
  - 2. Hot Weather: Work in the shade when the temperature is above 75 degrees F. Shield features or areas from excessive heat with protective netting or tarpaulins.
    - a. Hot Weather Maximum Application Ambient Temperatures:
      - 1) Paint: 85 degrees F.
      - 2) Putty: 80 degrees F.
      - 3) Epoxy: 80 degrees F.
  - 3. Cold Weather: Do not perform exterior wet work when the air temperature is below 40 degrees F.
    - a. Cold Weather Minimum Application Ambient Temperatures:
      - 1) Paint: 50 degrees F.
      - 2) Putty: 50 degrees F.
      - 3) Epoxy: 55 degrees F.
    - b. Do not begin cleaning, patching, and similar work when frost or freezing temperatures are forecasted.
- C. Exterior Cleaning Procedures: Perform cleaning and rinsing of the exterior elements only during daylight hours.
- D. Protection of Existing Elements: In accordance with manufacturer's recommendations for use of proposed products and procedures and compatibility with adjacent historic building materials, components, and vegetation.

**PART 2 - PRODUCTS****2.01 CLEANING MATERIALS**

- A. General: Do not use incompatible materials that may contribute to damage of the element being cleaned.
- B. Use products specifically intended by the manufacturer for cleaning historic materials or elements.

**2.02 REPAIR MATERIALS**

- A. General: Do not use incompatible materials contributing to damage of repaired elements.

- B. Matching: Unless otherwise required, use new materials that match historic materials in type, design, dimension, texture, detailing, and external appearance.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Dismantling: Follow the reverse order of original construction to the extent practicable.

#### **3.02 PERIOD TREATMENT SPECIAL PROCEDURES**

- A. Comply with NFPA 241 including, but not limited to, applicable recommendations in Annex A.
- B. Period Treatment Work: Intended to halt deterioration and stabilize the condition of building elements. Repair is necessary where preservation is not sufficient to ensure mid- to long-term survival. Select repair means and methods based on minimal disturbance of existing materials, systems, and assemblies.
- C. Selective removal and salvage of identified historic items and materials and removal of rubbish and debris.
  - 1. Perform work in accordance with requirements of Section 020342.
  - 2. Historic items and materials are indicated on drawings.
- D. Review proposed procedures for each type of element with Architect. Obtain approval from before commencing work.
- E. Salvage as much existing material of each element as practicable; repair, consolidate, and restore rather than renew.
- F. Repair rather than replace architectural features wherever possible. Repair or replace missing features with accurate duplications.
- G. Use reversible processes wherever possible.
- H. Use methods that do not significantly change the aesthetic effect of existing elements.
- I. Document condition of items being worked on before, during, and after work is completed.
- J. Provide Owner's written approval of changes, additions, or removal of historic structural fabric or historic property.
- K. Notify Owner of visible changes in the integrity of material or components, e.g., environmental, such as biological attack, ultraviolet degradation, freeze-thaw, or structural defects such as cracks, movement, or distortion.
- L. Protect existing materials and substrates from damage.
- M. Protect existing elements and features removed, cleaned, and reused from material damage.
  - 1. Label salvaged items and features and store at project site, in designated location; protect from damage.
  - 2. Permanently label new or replacement materials and features in an unobtrusive manner. Record type of identification and location of labels.
- N. Exterior Work Procedures: Protect parts of the facility not included in this work from damage.
  - 1. Protect adjacent property from damage from this work.
  - 2. Do not attach scaffolding, ladders, and working platforms to building unless approved in writing by the Architect.
  - 3. Test drain systems to assure proper functioning before performing cleaning operations. Notify Owner if stopped or blocked.
    - a. Clean drains and drain lines blocked or filled with sand or solids.
  - 4. Seal exterior openings to prevent entry of dust, debris, and water into the building.
- O. Interior Work Procedures: Protect parts of the facility not being cleaned or repaired from effects of this work.
  - 1. Provide enclosures to protect against spread of dust, debris, and water at or beyond the work area.
  - 2. Mask or cover adjacent surfaces and permanent equipment. Secure coverings; do not use adhesive type tape or nails. Do not use impervious sheeting.

**END OF SECTION**

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**SECTION 014000  
QUALITY REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Tolerances.
- I. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittal procedures.
- B. Section 014216 - Definitions.
- C. Section 014219 - Reference Standards.
- D. Section 016000 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- H. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

**1.04 DEFINITIONS**

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
  - 1. Design Services Types Required:
    - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
    - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.

- C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

#### **1.05 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES**

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.

#### **1.06 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES**

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
  - 1. Concrete Mix Design: As described in Section 033000 - Cast-in-Place Concrete. No specific designer qualifications are required.
  - 2. Structural Design of Steel Connections: As described in Section 051200 - Structural Steel Framing.
  - 3. Structural Design of Steel Decking: As described in Section 053100 - Steel Decking.
  - 4. Structural Design of Metal Fabrications: As described in Section 055000 - Metal Fabrications.
  - 5. Structural Design of Railings: As described in Section 055213 - Pipe and Tube Railings.
  - 6. Structural Design of Wood Trusses: As described in Section 061753 - Shop-Fabricated Wood Trusses
  - 7. Structural Design of Glued-Laminated Construction: As described in Section 061800 - Glued-Laminated Construction.
  - 8. Structural Design: Include physical characteristics, engineering calculations, and resulting dimensional limitations as described in Section 084313 - Aluminum-Framed Storefronts.
  - 9. Design of Structural Components: As described in Section 142400 - Hydraulic Elevators.
  - 10. Design of Piers: As described in Section 316326 - Helical Piers.

#### **1.07 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
  - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
  - 2. Include required product data and shop drawings.
  - 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
  - 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.

2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

### 1.08 QUALITY ASSURANCE

- A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

### 1.09 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

### 1.10 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
  2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
  4. Laboratory: Authorized to operate in the State in which the Project is located.
  5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

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- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

**3.04 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

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**SECTION 014216  
DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Dewatering
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Waste removal facilities and services.

**1.02 RELATED REQUIREMENTS**

- A. Section 015100 - Temporary Utilities.
- B. Section 015213 - Field Offices and Sheds.
- C. Section 015500 - Vehicular Access and Parking.
- D. Section 015813 - Temporary Project Signage.

**1.03 DEWATERING**

- A. Provide temporary means and methods for dewatering all temporary facilities and controls.

**1.04 TEMPORARY UTILITIES - SEE SECTION 015100****1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.06 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.07 FENCING**

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

**1.08 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

**1.09 INTERIOR ENCLOSURES****1.10 VEHICULAR ACCESS AND PARKING - SEE SECTION 015500**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

**1.11 WASTE REMOVAL**

- A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

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**1.12 PROJECT SIGNS - SEE SECTION 015813**

**1.13 FIELD OFFICES - SEE SECTION 015213**

- A. Locate offices a minimum distance of 30 feet from existing and new structures.

**1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 015100  
TEMPORARY UTILITIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

**1.02 RELATED REQUIREMENTS**

- A. Section 015000 - Temporary Facilities and Controls:
  - 1. Temporary sanitary facilities required by law.

**1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

**1.04 TEMPORARY ELECTRICITY**

- A. Cost: By Contractor.
- B. Connect to Owner's existing power service.
  - 1. Provide separate metering and reimburse Owner for cost of energy used.
- C. Provide temporary electric feeder from existing building electrical service at location as directed.
- D. Complement existing power service capacity and characteristics as required.
- E. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- F. Provide main service disconnect and over-current protection at convenient location and meter.
- G. Permanent convenience receptacles may not be utilized during construction.
- H. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

**1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

**1.06 TEMPORARY HEATING**

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

**1.07 TEMPORARY VENTILATION**

- A. Existing ventilation equipment may not be used.

**1.08 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
  - 1. Provide separate metering and reimburse Owner for cost of water used.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

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**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 015213  
FIELD OFFICES AND SHEDS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary field offices for use of Contractor.

**1.02 USE OF EXISTING FACILITIES**

- A. Existing facilities shall not be used for field offices.

**1.03 USE OF PERMANENT FACILITIES**

- A. Permanent facilities shall not be used for field offices.

**PART 2 PRODUCTS****2.01 MATERIALS, EQUIPMENT, FURNISHINGS**

- A. Materials, Equipment, Furnishings: Serviceable, new or used, adequate for required purpose.

**2.02 CONSTRUCTION**

- A. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. Fire Extinguishers: Appropriate type fire extinguisher at each office.

**2.03 ENVIRONMENTAL CONTROL**

- A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

**2.04 CONTRACTOR OFFICE AND FACILITIES**

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and project record documents.
- C. Other Furnishings: Contractor's option.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

**3.02 INSTALLATION**

- A. Install office spaces ready for occupancy 21 days after date fixed in Notice to Proceed.

**3.03 MAINTENANCE AND CLEANING**

- A. Maintain approach walks free of mud, water, and snow.

**3.04 REMOVAL**

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

**END OF SECTION**

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**SECTION 015500  
VEHICULAR ACCESS AND PARKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Access roads.
- B. Parking.
- C. Permanent pavements and parking facilities.
- D. Haul routes.

**PART 3 EXECUTION**

**2.01 ACCESS ROADS**

- A. Use of existing on-site streets for construction traffic is permitted.

**2.02 PARKING**

- A. Arrange for temporary parking areas to accommodate use of construction personnel.

**2.03 PERMANENT PAVEMENTS AND PARKING FACILITIES**

- A. Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.

**2.04 HAUL ROUTES**

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.

**END OF SECTION**

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**SECTION 015813  
TEMPORARY PROJECT SIGNAGE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project identification sign.

**1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, sizes and grades of members.

**PART 2 PRODUCTS****2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, two coats; sign background of \_\_\_\_\_ color.
- E. Lettering: Exterior quality paint, contrasting colors.

**2.02 PROJECT IDENTIFICATION SIGN**

- A. One painted sign, 48 sq ft area, bottom 6 feet above ground.
- B. Content:
  - 1. Project title, logo and name of Owner as indicated on Contract Documents.
  - 2. Names and titles of authorities.
  - 3. Names and titles of Architect and Consultants.
  - 4. Name of Prime Contractor.
- C. Graphic Design, Colors, Style of Lettering: Designated by Architect.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.

**3.02 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

**3.03 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

**END OF SECTION**

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**SECTION 016000  
PRODUCT REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 014000 - Quality Requirements: Product quality monitoring.
- C. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- D. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS****2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  - 1. If reuse of other existing materials or equipment is desired, submit substitution request.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.

- B. See Section 014000 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
  - 1. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 016116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 016116.

### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- C. Products Specified as Basis-of-Design: Submit substitution requests for unnamed products to Architect for evaluation.

### 2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## PART 3 EXECUTION

### 3.01 SUBSTITUTION LIMITATIONS

- A. See Section 012500 - Substitution Procedures.

### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
  - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.

- F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

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**SECTION 016116**  
**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittal procedures.

**1.03 DEFINITIONS**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
  - 3. Flooring.
  - 4. Composite wood.
  - 5. Products making up wall and ceiling assemblies.
  - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Clay brick.
  - 3. Metals that are plated, anodized, or powder-coated.
  - 4. Glass.
  - 5. Ceramics.
  - 6. Solid wood flooring that is unfinished and untreated.

**1.04 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2025.
- C. GreenSeal GS-36 - Standard for Adhesives for Commercial Use; 2025.
- D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

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### 1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Aerosol Adhesives: GreenSeal GS-36.
  - 3. Joint Sealants: SCAQMD 1168 Rule.
  - 4. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

## PART 3 EXECUTION

### 3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

**SECTION 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 014000 - Quality Requirements: Testing and inspection procedures.
- C. Section 015100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- D. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- E. Section 017610 - Temporary Protective Coverings: Materials for protection of installed work.
- F. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- G. Section 017900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- H. Section 078400 - Firestopping.
- I. Individual Product Specification Sections:

**1.03 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
- B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

**1.04 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

- D. Perform dewatering activities, as required, for the duration of the project.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- I. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- J. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- K. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.05 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

### **PART 2 PRODUCTS**

#### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

**3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.

- I. Maintain a complete and accurate log of control and survey work as it progresses.

### 3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
  3. Relocate items indicated on drawings.
  4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
  4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

### 3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.09 PROTECTION OF INSTALLED WORK

- A. See Section 017610 for temporary protective covering materials.
- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- G. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- H. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- I. Prohibit traffic from landscaped areas.
- J. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### 3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### 3.11 DEMONSTRATION AND INSTRUCTION

- A. See Section 017900 - Demonstration and Training.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

- F. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- H. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

### 3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 230593 - Testing, Adjusting, and Balancing for HVAC.

### 3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### 3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

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- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

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**SECTION 017419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- B. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

**1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Return: To give back reusable items or unused products to vendors for credit.
- G. Reuse: To reuse a construction waste material in some manner on the project site.
- H. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- I. Sediment: Soil and other debris that has been eroded and transported by storm or well production runoff water.
- J. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- K. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- L. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

**PART 2 PRODUCTS****PART 3 EXECUTION****3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling (if practical), salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

- B. Facilities: Provide specific facilities for separation and storage of materials for recycling (if practice of contractor), salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
  - 4. Keep recycling (if contractor practice) and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- C. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- D. Recycling (if contractor practice): Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- E. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- F. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

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**SECTION 017610  
TEMPORARY PROTECTIVE COVERINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary protective coverings for installed floors, walls, and other surfaces.

**1.02 RELATED REQUIREMENTS****1.03 REFERENCE STANDARDS**

- A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- B. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board; 2022.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes available; and installation instructions.
- C. Shop Drawings: Indicate existing finished surfaces to be protected.

**PART 2 PRODUCTS****2.01 GENERAL**

- A. Provide materials that are easily removed without damage to the surfaces covered and with the following characteristics:
  - 1. Water resistant.
  - 2. Vapor permeable.
  - 3. Impact resistant.
  - 4. Slip resistant.

**2.02 MATERIALS**

- A. Sheet Materials:
  - 1. Corrugated polypropylene sheet.
  - 2. Recycled paperboard/plastic composite sheet.
  - 3. Recycled paperboard sheet.
  - 4. Wood Hardboard: ANSI A135.4, tempered, 1/4 inch thick nominal.
  - 5. Plywood, 1/2 inch thick nominal.
  - 6. Fiberboard: ASTM C208, 1/2 inch thick nominal.
- B. Rolled Materials:
  - 1. Self-adhering polyethylene film.
  - 2. Recycled cellulose fiberboard paper.
  - 3. Laminated glass fiber reinforced kraft paper.
- C. Corner and Door Jamb Protection Materials:
  - 1. Cardboard, shaped specifically for application.
  - 2. PVC plastic.
- D. Tape: Type recommended by protective covering material manufacturer.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Remove dirt and debris from surfaces to be protected.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Trim or overlap sheet materials to fit area to be covered.
- C. Roll out and cut rolled materials to fit area to be covered.

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- D. Tape seams. Avoid taping directly to finished surfaces.
- E. Stretch self-adhering film materials to completely cover surface.
- F. Install door jamb protection to full height of opening.

**3.03 REMOVAL**

- A. Remove protective coverings prior to Date of Substantial Completion. Reuse or recycle materials if possible.

**END OF SECTION**

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**SECTION 017900  
DEMONSTRATION AND TRAINING****PART 1 GENERAL****1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Conveying systems.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Fixtures and fittings.

**1.02 RELATED REQUIREMENTS**

- A. Section 017800 - Closeout Submittals: Operation and maintenance manuals.
- B. Section 019113 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
  - 1. Format: DVD Disc.
  - 2. Label each disc and container with session identification and date.

**1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

**3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.
  - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  - 10. Review spare parts and tools required to be furnished by Contractor.

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11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

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**SECTION 017800  
CLOSEOUT SUBMITTALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Materials transparency manual.
- D. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Materials Transparency Manual:
  - 1. Compile and submit a digital and a printed version of information disclosing materials content for interior finishes. Meet IWBI (BS) requirements for format and content.
- D. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

### 3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### 3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  1. Include HVAC outdoor and exhaust air damper calibration strategy.

- a. Include provisions which ensure that full closure of dampers can be achieved.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into

- use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
  - C. Co-execute submittals when required.
  - D. Retain warranties and bonds until time specified for submittal.
  - E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
  - F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
  - G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
  - H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION**

**STENDER'S BALDY MOUNTAIN CONSTRUCTION**  
**3735 MT. HWY. 287**  
**SHERIDAN, MT 59749**  
**406-596-0364**

Estimate for bars on windows:

Bars on windows at airport, made of 1/2" tubing

Materials:	\$2000
Labor:	600

Bars on windows at sheriff's department

Materials:	\$2500
Labor:	<u>1200</u>

Total:	\$6300
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Thank you,  
Steve

DRAFT