

**SUPPLEMENTAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION  
FOR FEDERAL GENERAL CONDITIONS**

**ARTICLE 1 – GENERAL PROVISIONS**

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

**ARTICLE 2 – THE OWNER**

**2.1 THE STATE OF MONTANA**

**2.1.1.1** Insert in the first line “Montana State University, acting through its Director of Facilities Planning, Design and Construction” in lieu of “State of Montana”. The State of Montana includes its officers, elected and approved officials, employees and volunteers, and political subdivisions thereof.

**2.1.1.2** The State of Montana and Montana State University are synonymous throughout the contract documents.

**ARTICLE 3 – THE CONTRACTOR**

**3.10. CONSTRUCTION SCHEDULES**

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

**3.13. USE OF SITE**

**3.13.3** MSU BOZEMAN Vehicle Regulations state:

“All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty.”

All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the Huffman Building at Seventh Avenue and Kagy Boulevard. Contractor should call University Police at 994-2121 for permit information. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.

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

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

Site staging areas for materials and equipment if permitted, will be designated on the drawings if permitted. If not designated, staging is intended to be in the construction area boundaries. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced. Vehicles in addition to those allowed to be parked may not be used for staging of equipment, tools, or materials.

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

## **ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

### **4.6. ARBITRATION**

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

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

## **ARTICLE 8 - TIME**

### **8.1. DEFINITIONS**

**8.1.8.1** The Owner will issue a written Notice to Proceed on satisfactory receipt of the signed Contract and all required bonds, insurance and other required submittals. Work commenced before receipt of the Notice to Proceed will be entirely at the Contractor's risk.

### **8.2. PROGRESS AND COMPLETION**

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

### **8.3. DELAYS AND EXTENSIONS OF TIME**

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

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.3. APPLICATIONS FOR PAYMENT**

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

**9.3.1.1** Delete ARTICLE in its entirety.

**9.3.1.2** Delete ARTICLE in its entirety.

**9.3.1.3** Delete ARTICLE in its entirety.

**9.3.1.4** Delete ARTICLE in its entirety.

**9.3.1.5** Delete ARTICLE in its entirety.

**9.3.7.2.1.** Insert in the first line "Schedule of Values" in lieu of "Schedule of Amounts for Contract Payment". Delete in the third line in its entirety the sentence beginning with the phrase "The use of GCPay or"

### **9.4. CERTIFICATES FOR PAYMENT**

**9.4.1.** Delete in the fifth line in its entirety the sentence beginning with the phrase "For the purposes of this paragraph".

### **9.8. SUBSTANTIAL COMPLETION**

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

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

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

**9.8.4.1.3** Removal of all temporary structures and barricades.

### **9.10. FINAL COMPLETION AND FINAL PAYMENT**

**9.10.2.1** Insert in the first line "Contractors Affidavit of Completion, Payment of Debts and Claims and Release of Liens" in lieu of "Affadavit on Behalf of Contractor".

**9.10.2.4** Insert in the first line after the word "(Form 103)": "for contracts greater than or equal to \$50,000"

## **ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY**

### **10.2. SAFETY OF PERSONS AND PROPERTY**

**10.2.3** Insert in the second line after the word "Contract": "and as approved by Owner,"

**10.2.3.1** The Contractor recognizes that the Work will be conducted in and around buildings and areas that are occupied and will continue to function for the purposes of the University. The Contractor shall conduct a project safety meeting prior to the start of the Work, with the Owner's representative and all others that the Owner's representative deems necessary. The purpose of the meeting shall be to produce project specific rules and guidelines pertaining to but not restricted to: safety of persons in and around the area of the Work including type and location of fencing, guards, signage, etc.; closing of existing campus circulation routes and designation of alternate routes, including creation of temporary routes of access as required; creation and location of temporary signage as required to maintain accessible routes for handicapped access to and around the site of the Work. The Contractor shall be solely responsible for implementing all required means and methods for site safety and security that may be agreed upon in this meeting.

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

## **10.8. UTILITIES**

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

**10.8.2** Facilities Services must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. Please contact (406) 994-5455 or (406) 994-2107. The contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In Winter, pink paint and flags will be accepted.

**10.8.3** After Facilities Services has indicated to the Contractor that buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging within the areas marked as locations of utilities. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 18 inches to either side of the marked center line of a buried utility line. In cases of multiple or overlapping utilities or inconclusive electronic locating signals, Facilities Services may specifically indicate a wider area for Contractor's responsibility.

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

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

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

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

## **ARTICLE 11 - INSURANCE AND BONDS**

### **11.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

**11.7.1.** Insert in the first line at the beginning of the sentence "For contracts equal to or greater than \$50,000".

## **11.8. CANCELLATION**

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

## **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

### **13.1. GOVERNING LAW**

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

## **ARTICLE 16 – FEDERAL CONTRACT REQUIREMENTS**

16.1.9.1. A breach of the contract clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records" "Compliance With Copeland Act Requirements," "Withholding," "Subcontracts," "Compliance With Davis-Bacon and Related Acts Requirements," and "Certification of Eligibility," may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

16.4.1. Insert in the fifteenth line after the word “subcontractors”: “(except if the proposed subcontractors have submitted identical certification for specific time periods.)”

16.4.1.1. Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities.

16.4.1.2. A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

16.5.1 The regulations of the Secretary of Labor applicable to contractors and subcontractor (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U.S.C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. 874) are made a part of this contract by reference. The contractor will comply with these regulations and any amendments or modifications thereof and the prime contractor will be responsible for the submission of affidavits required of subcontractors there under. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions.

16.6. This clause applies if this contract exceeds \$10,000.

16.6.1. The State, the Federal Agency/Funding Project and the Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

16.6.2. The Contractor agrees to include in first-tier sub-contracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

**16.6.3.** The periods of access and examination in paragraphs b and c above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims or exceptions are disposed of.

**16.7.** All Architect-Engineer contracts shall contain the following clause concerning rights in shop drawings:

**16.7.1.** Shop drawings for construction mean drawings, submitted to the State by the construction contractor, subcontractor or any lower tier subcontractor pursuant to a construction contract, showing in detail (I) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The State may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract. This clause shall be included in all subcontracts hereunder at any tier.

**16.8.** Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in (The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.) and except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned. Any sum or sums allowed to the contractor under the provisions of this Article or under the State Arbitration proceedings or under State procedure shall be paid subject to approval by the , Federal Agency/Funding Project, for the Government's share of the cost of the Articles or work herein disputes as deemed to be within the contemplation of this contract.

**16.9.** This contract and any subsequent terminations, modifications, or change orders (including those resulting from disputes and settlements of disputes) shall be subject to the written approval of the , Federal Agency/Funding Project, or his duly authorized representative, and shall not be binding until so approved.

**16.10.** The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the State's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

## **END OF SUPPLEMENTARY GENERAL CONDITIONS**