





**Purchasing Division**  
*Finance Department*  
Room 120  
411 West First Street  
Duluth, Minnesota 55802

 218-730-5340  
 purchasing@duluthmn.gov

**Addendum 2**  
**23-4403**  
**Construct Ranch Hangar at Duluth International Airport**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. Please see the attached changes.

Please acknowledge receipt of this Addendum by checking the acknowledgment box within the [www.bidexpress.com](http://www.bidexpress.com) solicitation.

Posted: **February 24, 2023**

**Project:** 2023 Ranch Hangar

**Owner:** Duluth Airport Authority

**Issue Date:** February 23rd, 2023

**Bid Date:** March 2<sup>nd</sup>, 2023 [unaffected]

**To:** Prospective Bidders

**From:** Kraus-Anderson Construction Company

501 South 8<sup>th</sup> Street  
Minneapolis, MN 55404

### **1.01 INTRODUCTION**

- A. This Addendum is a Contract Document that modifies the original Bidding Documents dated February 8<sup>th</sup>, 2023 including Addendum No. 1. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.
- B. Use descriptions of changes to Specifications and Drawings in this Document only as a guide only. When Specification Sections or Drawings are issued or reissued with this Addendum the changes made in Specification or on Drawings take precedence over narrative description. When the Specification Section or Drawing is not reissued, the narrative description in this Addendum will communicate the revisions. Each Bidder shall make an independent determination of the work affected by Addendum items.
- C. This Addendum consists of 2 pages, plus attachments listed below. Specification Sections and Drawings are not attached unless specifically indicated as (Attached).
- D. **Specification Revisions:** When Specification Sections are reissued, they will be replaced in their entirety. Revisions will be identified by a "Revision Note" that identifies which paragraph was revised, deleted or added. Revised text will be highlighted by overstriking deleted text and underlining new text.
- E. **Drawing Revisions:** Drawings replaced in their entirety with revisions identified by clouding changes and adding a "Revision Delta" near the cloud. The Revision ledger will indicate the date of the revision.

### **1.02 CHANGES TO DOCUMENTS**

#### **Modifications to KA Special Requirements**

- 1. **00 2100 KA Instructions to Bidders:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 2. **00 7343-01 MN DOLI Prevailing Wage Rates – Effective 12-12-2022:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 3. **01 1220-03-A – Concrete:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 4. **01 1220-06-A – Carpentry:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 5. **01 1220-08-A – Doors, Frames & Hardware – Material Only:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 6. **01 1220-08-D – Specialty Doors:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 7. **01 1220-13-G – Pre-Engineered Metal Building – Material Only:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 8. **01 1220-13-H – Pre-Engineered Metal Building – Erection Only:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 9. **01 1220-23-B – Combined Mechanical:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 10. **01 1220-26-A – Electrical:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).
- 11. **01 1220-31-A – Site Clearing and Earthwork:** Document is revised to incorporate changes made by this Addendum. Replace in its entirety. (Attached).

## Addendum No. 2

12. **01 2100 Allowances:** Document has been removed in its entirety. Disregard all previous versions. **Do not include any allowances in your bids.**
13. **Pre-Bid Meeting Presentation** (Attached).
14. **Pre-Bid Meeting Sign-In Sheet** (Attached).
15. **Questions and Answers** (Attached).

### Modifications to Specifications

16. **00 01 00 Table of Contents:** Document is revised to incorporate corrections and changes made by this Addendum. Replace in its entirety. (Attached).
17. **13 34 00 Fabricated Engineered Structures:** Document is revised to incorporate a requirement for Contractor submittal of information confirming compliance of building system product with specified requirements within 72 hours after bid opening. Replace in its entirety. (Attached).
18. **Appendix B Equal Employment Opportunity (EEO) Special Provisions:** Document is revised to incorporate current FHWA Form-1273 documentation into Appendix. Replace in its entirety. (Attached).

### Modifications to Project Drawings

19. **Sheet G0.03 Construction Safety Plan – Phasing:** Plan sheet is revised to reflect new pedestrian door concrete stoop location. Replace in its entirety. (Attached).
20. **Sheet C2.00 Proposed Site Plan:** Plan sheet is revised to reflect new pedestrian door concrete stoop location. Replace in its entirety. (Attached).
21. **Sheet C3.00 Storm Sewer Plan:** Plan sheet is revised to reflect new pedestrian door concrete stoop location. Replace in its entirety. (Attached).
22. **Sheet C4.00 Grading Plan:** Plan sheet is revised to reflect new pedestrian door concrete stoop location. Replace in its entirety. (Attached).
23. **Sheet S1.00 Foundation Plan:** Plan sheet is revised to reflect new concrete stoop location and elimination of previous concrete stoop locations along north side of building. Replace in its entirety. (Attached).
24. **Sheet A1.00 Hangar Code Analysis and Plan:** Plan sheet is revised to reflect new pedestrian door location and elimination of previous pedestrian door locations along north side of building. Plan sheet also reflects a revised hangar code analysis. Replace in its entirety. (Attached).
25. **Sheet A2.00 Floor Plan, Roof Plan, Door Information:** Plan sheet is revised to reflect new pedestrian door location and elimination of previous pedestrian door locations along north side of building. Replace in its entirety. (Attached).
26. **Sheet A3.00 General Exterior Elevations:** Plan sheet is revised to reflect new pedestrian door location and elimination of previous pedestrian door locations along north side of building. Replace in its entirety. (Attached).
27. **Sheet M1.00 Mechanical Plan, Schedules & Details:** Plan sheet is revised to reflect new concrete stoop location and elimination of previous concrete stoop locations along north side of building. Replace in its entirety. (Attached).
28. **Sheet E1.01 Electrical Plans:** Plan sheet reflects revised exterior light and receptacle locations. Replace in its entirety. (Attached).
29. **Sheet E1.02 Electrical Schedules:** Plan sheet reflects revised exterior light locations. Replace in its entirety. (Attached).

-- End of Addendum --

## Section 00 2100 – Instructions to Bidders

### 1.01 INTRODUCTORY INFORMATION

- A. **Request for Electronic Sealed Bids:** In accordance with the Advertisement for Bids, the City of Duluth, on behalf of the Duluth Airport Authority and its construction manager, Kraus-Anderson Construction Company, is requesting the following:
  - 1. Lump Sum Proposal for the Work Scope Categories identified in Section 01 1210 General Requirements for All Work Scopes.
- B. **Submit Bids to:** Bids will be received as stated in the Advertisement for Bids – Section 00 1110.
- C. **Bidding Documents:** Bidding Documents include the Advertisement for Bids, Instructions to Bidders, and other documents identified within Project Manual and other Contract Documents indicated herein, including Drawings, Specifications and Addenda issued prior to execution of the Contract. All bidding documents are available at [www.BidExpress.com](http://www.BidExpress.com) under Solicitation 22-4403.
- D. **Definitions:** Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A232 or in other Contract Documents are applicable to the Bidding Documents.

### 1.02 AVAILABILITY OF BIDDING DOCUMENTS

- A. **Procurement of Documents for Bidders on Prime Contracts:**
  - 1. Prime Bidders to obtain electronic Bidding Documents at no charge from Building Connected or Bid Express.
  - 2. Please contact Becca Bohlman at [duluth.estimating@krausanderson.com](mailto:duluth.estimating@krausanderson.com) or 218-343-3490 to receive an invite from Building Connected.
  - 3. Prime Bidders **MUST** submit bids through the City of Duluth's Bid Express site. Bids submitted in Building Connected will not be accepted.
- B. **Addenda:** Registered document holders will receive copies of Addenda including attachments corresponding to documents obtained via the same method as original documents.

### 1.03 EXAMINATION OF BIDDING DOCUMENTS

- A. **Examination of Documents:** Bidder shall carefully examine entire content of Bidding Documents to become thoroughly familiar with the documents and project requirements.
- B. **Bidder's Representation:** Bidder by making a Bid represents that:
  - 1. Bidder has read and understands Bidding Documents and the Bid is made in accordance therewith.
  - 2. Bidder has read and understands Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of Project, being bid concurrently or presently under construction.
  - 3. Bidder has visited the Site, become familiar with local conditions under which the Work is to be performed and has correlated Bidder's personal observations with the requirements of proposed Contract Documents.
  - 4. Bid is based upon the materials, equipment and systems required by Bidding Documents without exception.
- C. **Interpretations or Corrections of Bidding Documents:** Bidder shall carefully study and compare Bidding Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions and shall at once report to Architect and Kraus-Anderson errors, inconsistencies or ambiguities discovered.
  - 1. Bidders requiring clarification or interpretation of Bidding Documents shall make a written request which shall reach Kraus-Anderson prior to the cut-off date for questions listed within Section 00 1110 KA Ad for Bids.
  - 2. Bidders requiring clarification or interpretation of Bidding Documents shall make a request via email to Max Vergeldt at Kraus-Anderson Construction Company in accordance with the limitations indicated in the Advertisement for Bids.
  - 3. It is the Bidder's responsibility to bring discrepancies, ambiguities, omissions, or matters in need of clarification to the attention of the Architect for interpretation and decision. If there is a discrepancy that is unclarified prior to the Bid, the Contractor shall be responsible for the more stringent interpretation of the unclarified condition.
  - 4. Interpretations, corrections or changes of Bidding Documents will be made by Addendum. Interpretations, corrections and changes of Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon them.
- D. **Substitutions and Requests for Prior Approvals:** Materials, products and equipment described in Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

## Section 00 2100 – Instructions to Bidders

1. Substitution Procedures: Detailed procedures and limitations for submitting requests of substitution for both before and after award of Contract are explained in SEH Specification Section 01 2513. Requests not complying with requirements of SEH Specification Section 01 2513 will be rejected.
  2. Substitution Request Form: Requests submitted without a properly completed and signed Substitution Request Form, will not be evaluated.
  3. Burden of proof of the merit of the proposed substitution is upon the proposer. Architect's decision of approval or disapproval of a proposed substitution shall be final.
  4. If Architect approves proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not reply upon approvals made in any other manner.
- E. **Addenda** will be issued to registered document holders.
1. Addenda will be made available for inspection wherever Bidding Documents are on file.
  2. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt on the Bid Form.

### 1.04 BIDDING PROCEDURES

- A. **Pre-Bid Conference:** A Pre-bid Conference will be conducted on as defined in the Advertisement for Bid. Refer to Section 00 1110 for details.
1. Attendance is strongly recommended for Prime Contractor Bidders.
- B. **Form and Style of Bids:** Submit **Sealed Bids** via Bid Express as defined in Section 00 1100 Advertisement for Bids. Submit Bid as described below:
1. Submit bid via Bid Express with full name and address of the bidder.
  2. All blanks on the bid form shall be filled in where applicable.
    - a. All Alternates shall be bid. If no change in the Base Bid is required, enter zero. If alternates are left blank the Owner will interpret this as a Zero Cost Change.
  3. The Bid shall include legal name of Bidder and a statement that Bidder is a sole proprietor, partnership, corporation or other legal entity. Each bid shall be signed by the person or persons legally authorized to bind Bidder to a contract.
    - a. Corporation shall further give the state of incorporation and have the corporate seal affixed.
    - b. Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
  4. Sign electronically, executed by a principal duly authorized to enter into an agreement. If a bidder is a co-partnership, then electronic signatures on the bid shall be by an authorized member of the firm, with names and addresses of each member of partnership.
  5. Base Bids and Alternate Bids shall be stated in numerical figures.
  6. Submit alternate prices (bid) for either increasing or decreasing the cost as called for on bid form and Description of Alternates. Submit a bid for all alternates, except those which may be denoted as optional.
  7. Do not stipulate any other conditions, alternates or qualifications. Owner will not accept any condition not contained in specifications or other documents.
  8. Any other bid submissions other than through Bid Express will not be accepted.
  9. Section 00 4100 Bid Form must be filled out in its entirety and uploaded to Bid Express. Failure to do so will result in an incomplete bid.
- C. **Bid Security – Execution of Contract:** With each bid, provide bid security equal to five percent (5%) of amount of maximum bid submitted (including additive alternates) and made payable without recourse to the Owner.
1. For bid bonds, form may be surety's standard form, AIA Form A-310, duly executed by the bidder as principal, issued by a corporate surety company authorized to do business in the State where the project is located, with copy of Power of Attorney attached, as well as proper acknowledgments.
  2. Bid security in form of certified or cashier's check will be destroyed or returned to all but the three lowest bidders within ten (10) days after opening of bids.
  3. Bid security shall be forfeited to Owner as liquidated damages in the event bidder is awarded a Contract and he fails or refuses to execute the Agreement and furnish specified bond within ten (10) days after award, provided Agreement is ready for signature. If Agreement has not been prepared within ten (10) days, Contractor shall have two (2) days after its preparation for execution.
- D. **Modification or Withdrawal of Bids:** Bid may not be modified, withdrawn or canceled by Bidder during a **60 day period** following the date of receipt of Bids, and each Bidder so agrees in submitting a Bid.

## Section 00 2100 – Instructions to Bidders

1. Prior to time and date designated for receipt of Bids, Bid submitted may be modified or withdrawn online via Bid Express no later than the time of bid.
  2. Withdrawn Bids may be resubmitted up to date and time designated for receipt of Bids provided they are then fully in conformance with these Instructions to Bidders.
- E. **Plangrid Subscription:** With each bid-include in your base bid the cost to use [www.plangrid.com](http://www.plangrid.com). Plangrid is a web based document system that KA houses all project documents (RFI's, approved submittals, approved changes (PCOs), and updated plans).  
To get an accurate cost for including this in your base bid, please contact Plangrid Sales at 1-866-475-3802 or visit <https://construction.autodesk.com/pricing/autodesk-build/>.  
Awarded bidders will be notified after bid day to set up/purchase a subscription with Plangrid so they can access the project.
- F. **Construction Management Software:** Viewpoint Team web-based software will be utilized throughout the project. This will not be an added cost to the contractors but will require your participation.
1. Once contracts are awarded, the awarded contractor will receive an invite to create an account in Viewpoint Team.
  2. This program will be utilized for all submittals and RFI's.

### 1.05 CONSIDERATION OF BIDS

- A. **Bid Opening:** Purchasing Agent or their designee will conduct a public bid opening immediately after the deadline for receiving bids. Bidders may view the opening by going to the Purchasing web page (<https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>) and selecting the appropriate link.
- B. **Qualifications of Bidders:** Owner may make such investigations as he deems necessary to determine the ability and responsibility of the bidder to perform the work, and any bidder shall furnish to Owner all such information and data for this purpose, as the Owner may request.
1. 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 contract and to complete the Work contemplated therein.
  2. The following may be required of the lowest responsible bidder in determining an award, including, but not limited to: (1) proof of financial responsibility, (2) quality of similar work, (3) amount of experience with similar projects, (4) facilities, personnel and equipment, (5) reputation for performance, and (6) ability to complete the work within specified time.
  3. **Firms submitting a proposal for furnishing the PEMB (Pre Engineered Metal Building) material package are required to submit a compliance matrix indicating how the product(s) bid meets or exceeds project specifications noted in bid documents. The compliance matrix is due within 72 hours of bid time.**
  4. Owner reserves the right to reject any Bid where there is reasonable doubt as to the qualifications of the bidder.
  5. **Responsible Contractor:** Minnesota Statute § 16C.285, all provisions of which are incorporated herein by reference and made applicable to this solicitation, requires that all construction contracts that are awarded through a solicitation issued on or after January 1, 2015 may only be awarded to a "responsible contractor." The term "responsible contractor" as used in this solicitation has the same meaning as the term has in Minn. Stat. §16C.285, subd. 3. In order to qualify as a "responsible contractor", the contractor or subcontractor, for its portion of the project, must meet the minimum criteria as set forth in Minn. Stat. § 16C.285, subd. 3.
    - a. All responses to this solicitation must include a signed statement under oath by an owner or officer of the contractor verifying compliance with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3. This requirement is met by completing and submitting the Responsible Contractor Affidavit of Compliance ("Compliance Affidavit"), which is included with the Bid Form as Attachment A in Bid Express.
    - b. Any prime contractor or subcontractor that fails to submit its Compliance Affidavit or meet the minimum criteria in Minn. Stat. § 16C.285, subd. 3, is not a responsible contractor and will not be eligible to be awarded a contract or perform work on the project. Any prime contractor or subcontractor that makes any false statement under oath regarding compliance with the minimum criteria in Minn. Stat. § 16C.285, subd. 3 will not be eligible to be awarded a contract and any such false statement may result in termination of a contract awarded to the contractor.
    - c. The prime contractor or subcontractor must also include in its Compliance Affidavit a list of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit a supplemental verification under oath confirming compliance with Minn. Stat. § 16C.285, subd. 3, clause (7) ("Supplemental Compliance Affidavit"), using Attachment A-2 to the Compliance

## Section 00 2100 – Instructions to Bidders

Affidavit. The prime contractor or subcontractor must obtain a Compliance Affidavit from all first-tier subcontractors listed on the contractor's Compliance Affidavit or Supplemental Compliance Affidavit. The prime contractor shall submit copies of all Compliance Statements obtained from all subcontractors of any tier to the Owner upon request.

- d. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its Compliance Affidavit and Supplemental Compliance Affidavit, the contractor shall obtain a Compliance Affidavit from each additional subcontractor and shall submit a supplemental verification, using Attachment A-3 to the Compliance Affidavit, within 14 days of retaining the additional subcontractors, in accordance with Minnesota Statute § 16C.285, subd. 3. This requirement applies during the solicitation process and continues through the term of any awarded contract.
6. Provide certified payroll and meet all labor workforce requirements listed within the project specifications.
7. **Liquidated Damage provisions are included on this project. The penalty will be \$100.00 per calendar day for each day that exceeds the agreed upon amount of contract days for each Work Scope. The specific quantity of contract days will be determined post-bid and included within the AIA 132 CMA Agreement between Owner & Contractor. Reference Section 01 3210 for general Project Schedule Requirements.**
- C. **Acceptance of Bid – Award of Contract:** Owner reserves the right to (1) accept bidder's Base Bid only, (2) accept any one or more of bidder's Alternate Bids, in any order regardless of the order in which they were listed, (3) reject all Bids, (4) award contract based on his investigation of bidders, as well as acceptance of alternates, all of which Owner deems to be in his best interest, (5) waive informalities or minor irregularities in bids and waive minor irregularities or discrepancies in bidding procedure.
- D. **Prime Contractor's Subcontracts and Suppliers:** Proposed subcontractors are subject to Owner's, Construction Manager's and Architect's acceptance. The right of rejection may be exercised when there is reasonable doubt the subcontractor (supplier) will be able to satisfactorily perform work under the Contract, as specified under Article 5.2 of General Conditions and Supplementary Conditions.
- E. **Alternates:** Owner shall have the right to accept Alternates and Unit Prices in any order or combination and to determine the lowest responsible Bidder on the basis of the sum of the Base Bid and Alternates that are accepted.
- F. **Rejection of Bids:** Owner shall have the right to reject any or all Bids, and to waive informalities or irregularities in a Bid.

### 1.06 POST BID – PRE-AWARD INFORMATION AND SUBMITTAL REQUIREMENTS

- A. **Contractor's Qualification Statement:** Bidders to whom award of a Contract is under consideration shall submit to the Owner via Kraus-Anderson Construction Company, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.
- B. **Financial Capability:** Owner and Kraus-Anderson reserves the right to request a copy of the Bidder's audited financial statement, four-year revenue history, overall bonding capacity, and current available bonding capacity. This information will be held confidential and is a part of the Owner's Evaluation and Selection Process.
  1. By virtue of submitting a Bid, this Contractor agrees to submit any and all information requested by the Owner as outlined in these Instructions to Bidders.
- C. **Certificate of Insurance:** Bidder shall submit to Owner via Kraus-Anderson satisfaction supporting data confirming their ability to furnish a Certificate of Insurance in accordance with the project requirements.
- D. **Subcontractor List:** Submit names of proposed subcontractors and material suppliers, including:
  1. Names of manufacturers, products and the suppliers.
  2. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for principal portions of the Work.
  3. Organize lists by Specification Section number
  4. Self-Performed Work: Designation of the Work to be performed with Bidder's own forces.
  5. Prior to the award of Contract, Owner via Kraus-Anderson will notify Bidder in writing if Owner, Architect, or Kraus-Anderson Construction Company after due investigation, has reasonable objection to a person or entity proposed by the Bidder.
  6. If Owner, Architect, or Kraus-Anderson Construction Company has reasonable objection to a proposed person or entity, Bidder may, at Bidder's option, (1) withdraw Bid, or (2) submit an acceptable substitute person or entity with an adjustment in Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.
  7. Owner may accept the adjusted bid price or disqualify Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited, if applicable.

## Section 00 2100 – Instructions to Bidders

8. Persons and entities proposed by the Bidder and to whom Owner, Architect, or Kraus-Anderson Construction Company have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of Owner, Architect, or Kraus-Anderson Construction Company.
- E. **Labor Resources:** Bidder shall submit to Owner via Kraus-Anderson satisfaction supporting data confirming their ability to adequately staff the project with qualified labor classifications as may be required to support the Project Schedule and other project requirements. Specific clarifications, may include, but not limited to:
  1. Qualifications and resumes of your project management team with organization chart identifying reporting lines and locations of individuals, whether on-site or in your corporate office. Include as a minimum project manager, field supervisors, and trade foremen.
  2. Define/explain your approach to achieve Local and minority participation with appropriate supporting data.
  3. Demonstrate the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in Bidding Documents.

### 1.07 BOND REQUIREMENTS

- A. **Performance and Payment Bonds:** Upon notification of award of Contract, Contractor shall provide AIA A312-2010 Edition Performance and Payment Bonds in the amount of 100% of Contract Sum in accordance with General Conditions of the Contract.
- B. **Timing of Bonds:** Bidder shall deliver the required bonds as requested by the Construction Manager, which may require bonds to be delivered prior to the execution date of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, Bidder shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished and delivered in accordance with this paragraph.

-- End --



**Section 00 2100 – Instructions to Bidders**



MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

**Construction Type: Commercial**

**County Number: 69**

County Name: ST. LOUIS

Effective: 2022-12-12 Revised: 2023-02-13

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry  
 Prevailing Wage Section  
 443 Lafayette Road N  
 St Paul, MN 55155  
 (651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

**County: ST. LOUIS (69)**

| LABOR CODE AND CLASS                                   | EFFECT DATE   | BASIC RATE | FRINGE RATE | TOTAL RATE |       |
|--|---|------------|-------------|------------|-------|
| <b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b> |   |            |             |            |       |
| 101  | LABORER, COMMON (GENERAL LABOR WORK)                            | 2022-12-12 | 29.92       | 21.69      | 51.61 |
| 102  | LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)           | 2022-12-12 | 29.92       | 21.69      | 51.61 |
| 103  | LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2022-12-12 | 26.89       | 19.31      | 46.20 |
| 104*   | FLAG PERSON   | 2022-12-12 | 29.92       | 21.69      | 51.61 |
| 105  | WATCH PERSON  | 2022-12-12 | 26.37       | 20.94      | 47.31 |
| 106  | BLASTER   | 2022-12-12 | 27.22       | 19.29      | 46.51 |
| 107  |   | 2022-12-12 | 39.03       | 22.67      | 61.70 |

| LABOR CODE AND CLASS                 | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|--------------------------------------|-------------|------------|-------------|------------|
|                                      |             |            |             |            |
|                                      |             |            |             |            |
|                                      |             |            |             |            |
|                                      |             |            |             |            |
| 108                                  |             |            |             |            |
|                                      |             |            |             |            |
| 109                                  | 2022-12-12  | 37.03      | 22.67       | 59.70      |
|                                      |             |            |             |            |
| 110                                  | 2022-12-12  | 29.92      | 21.69       | 51.61      |
|                                      |             |            |             |            |
|                                      |             |            |             |            |
| 111*                                 | 2022-12-12  | 28.72      | 20.94       | 49.66      |
|                                      |             |            |             |            |
| <b>SPECIAL EQUIPMENT (201 - 204)</b> |             |            |             |            |
|                                      |             |            |             |            |
| 201                                  | 2022-12-12  | 41.73      | 22.85       | 64.58      |
|                                      |             |            |             |            |
| 202                                  | 2022-12-12  | 41.73      | 22.85       | 64.58      |
|                                      |             |            |             |            |
| 203*                                 | 2022-12-12  | 24.00      | 16.96       | 40.96      |
|                                      |             |            |             |            |
|                                      |             |            |             |            |
| 204                                  | 2022-12-12  | 33.65      | 19.95       | 53.60      |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|------------|
| 205                  |             |            |             |            |
|                      | 2022-12-12  | 26.91      | 19.87       | 46.78      |
|                      |             |            |             |            |
|                      | 2023-05-01  | 43.38      | 25.00       | 68.38      |
| 306                  |             |            |             |            |
| 308                  |             |            |             |            |
| <b>GROUP 2</b>       |             |            |             |            |
|                      | 2022-12-12  | 42.14      | 23.45       | 65.59      |
|                      | 2023-05-01  | 43.38      | 25.00       | 68.38      |
| 309                  |             |            |             |            |
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| 322                  |             |            |             |            |
| <b>GROUP 3</b>       |             |            |             |            |
|                      | 2022-12-12  | 41.59      | 23.45       | 65.04      |
|                      | 2023-05-01  | 42.81      | 25.00       | 67.81      |
| 323                  |             |            |             |            |
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| <b>GROUP 4</b>       |             |            |             |            |
|                      | 2022-12-12  | 41.29      | 23.45       | 64.74      |
|                      | 2023-05-01  | 42.49      | 25.00       | 67.49      |
| 323                  |             |            |             |            |
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| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
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| 338                  |             |            |             |            |
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| <b>GROUP 5</b>       | 2022-12-12  | 38.25      | 23.45       | 61.70      |
|                      | 2023-05-01  | 39.33      | 25.00       | 64.33      |
| 370                  |             |            |             |            |
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| <b>GROUP 6</b>       | 2022-12-12  | 37.04      | 23.45       | 60.49      |
|                      | 2023-05-01  | 38.06      | 25.00       | 63.06      |
| 387                  |             |            |             |            |

| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|-------------|------------|-------------|------------|
| 389                  |             |            |             |            |
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| 397                  |             |            |             |            |

**COMMERCIAL POWER EQUIPMENT OPERATOR**

|                |            |       |       |       |
|----------------|------------|-------|-------|-------|
| <b>GROUP 1</b> | 2022-12-12 | 47.83 | 23.65 | 71.48 |
|                | 2023-05-01 | 49.25 | 25.20 | 74.45 |

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| <b>GROUP 2</b> | 2022-12-12 | 47.48 | 23.65 | 71.13 |
|                | 2023-05-01 | 48.88 | 25.20 | 74.08 |

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| <b>GROUP 3</b> | 2022-12-12 | 46.01 | 23.65 | 69.66 |
|                | 2023-05-01 | 47.35 | 25.20 | 72.55 |

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| <b>GROUP 4</b> | 2022-12-12 | 45.66 | 23.65 | 69.31 |
|                | 2023-05-01 | 46.99 | 25.20 | 72.19 |

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| LABOR CODE AND CLASS | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
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| 517                  |             |            |             |            |
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| <b>GROUP 5</b>       | 2022-12-12  | 43.67      | 23.65       | 67.32      |
|                      | 2023-05-01  | 44.91      | 25.20       | 70.11      |
| 521                  |             |            |             |            |
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| <b>GROUP 6</b>       | 2022-12-12  | 42.10      | 23.65       | 65.75      |
|                      | 2023-05-01  | 43.28      | 25.20       | 68.48      |
| 535                  |             |            |             |            |
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| <b>GROUP 7</b>       | 2022-12-12  | 40.93      | 23.65       | 64.58      |
|                      | 2023-05-01  | 42.06      | 25.20       | 67.26      |
| 541                  |             |            |             |            |
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| 542                  |             |            |             |            |
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| LABOR CODE AND CLASS   | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|--|-------------|------------|-------------|------------|
| 545  |             |            |             |            |
| OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) |             |            |             |            |
| 546  |             |            |             |            |
| PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)  |             |            |             |            |
| 547  |             |            |             |            |
| PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)  |             |            |             |            |
| <b>GROUP 8</b>   | 2022-12-12  | 38.84      | 23.65       | 62.49      |
|  | 2023-05-01  | 39.88      | 25.20       | 65.08      |
| 548  |             |            |             |            |
| ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)   |             |            |             |            |
| 549  |             |            |             |            |
| GREASER (COMMERCIAL CONSTRUCTION ONLY)   |             |            |             |            |
| 550  |             |            |             |            |
| MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)   |             |            |             |            |
| <b>TRUCK DRIVERS</b>   |             |            |             |            |
| <b>GROUP 1 *</b>   | 2022-12-12  | 34.85      | 21.75       | 56.60      |
| 601  |             |            |             |            |
| MECHANIC . WELDER  |             |            |             |            |
| 602  |             |            |             |            |
| TRACTOR TRAILER DRIVER   |             |            |             |            |
| 603  |             |            |             |            |
| TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)  |             |            |             |            |
| <b>GROUP 2 *</b>   | 2022-12-12  | 34.30      | 21.75       | 56.05      |
| 604  |             |            |             |            |
| FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK  |             |            |             |            |
| <b>GROUP 3</b>   | 2022-12-12  | 33.00      | 19.95       | 52.95      |
| 605  |             |            |             |            |
| BITUMINOUS DISTRIBUTOR DRIVER  |             |            |             |            |
| 606  |             |            |             |            |
| BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)  |             |            |             |            |
| 607  |             |            |             |            |
| THREE AXLE UNITS   |             |            |             |            |
| <b>GROUP 4 *</b>   | 2022-12-12  | 25.10      | 10.85       | 35.95      |
| 608  |             |            |             |            |
| BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)   |             |            |             |            |
| 609  |             |            |             |            |
| DUMP PERSON  |             |            |             |            |
| 610  |             |            |             |            |
| GREASER  |             |            |             |            |
| 611  |             |            |             |            |
| PILOT CAR DRIVER   |             |            |             |            |
| 612  |             |            |             |            |
| RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS   |             |            |             |            |
| 613  |             |            |             |            |
| TWO AXLE UNIT  |             |            |             |            |
| 614  |             |            |             |            |
| SLURRY OPERATOR  |             |            |             |            |
| 615  |             |            |             |            |
| TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)  |             |            |             |            |
| 616  |             |            |             |            |
| TRACTOR OPERATOR, UNDER 50 H.P.  |             |            |             |            |
| <b>SPECIAL CRAFTS</b>  |             |            |             |            |
| 701  | 2022-12-12  | 47.01      | 21.00       | 68.01      |
| HEATING AND FROST INSULATORS   |             |            |             |            |



| LABOR CODE AND CLASS |   | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|----------------------|---|-------------|------------|-------------|------------|
| 702                  | BOILERMAKERS  | 2022-12-12  | 41.94      | 29.99       | 71.93      |
| 703                  | BRICKLAYERS   | 2022-12-12  | 38.62      | 31.26       | 69.88      |
| 704                  | CARPENTERS  | 2022-12-12  | 33.24      | 23.89       | 57.13      |
| 705                  | CARPET LAYERS (LINOLEUM)  | 2022-12-12  | 38.91      | 22.03       | 60.94      |
|                      |   | 2023-06-01  | 42.16      | 22.03       | 64.19      |
| 706                  | CEMENT MASONS   | 2022-12-12  | 37.46      | 21.13       | 58.59      |
| 707                  | ELECTRICIANS  | 2022-12-12  | 43.14      | 29.81       | 72.95      |
|                      |   | 2023-05-28  | 45.79      | 29.81       | 75.60      |
| 708                  | ELEVATOR CONSTRUCTORS   | 2022-12-12  | 55.10      | 42.99       | 98.09      |
|                      |   | 2023-01-01  | 57.49      | 43.71       | 101.20     |
| 709                  | GLAZIERS  | 2022-12-12  | 34.14      | 24.20       | 58.34      |
|                      |   | 2023-05-01  | 36.09      | 24.20       | 60.29      |
| 710*                 | LATHERS   | 2022-12-12  | 31.44      | 18.43       | 49.87      |
| 712                  | IRONWORKERS   | 2022-12-12  | 36.94      | 33.11       | 70.05      |
|                      |   | 2023-05-01  | 40.14      | 33.11       | 73.25      |
| 714                  | MILLWRIGHT  | 2022-12-12  | 37.13      | 25.33       | 62.46      |
|                      |   | 2023-05-01  | 39.18      | 25.33       | 64.51      |
| 715                  | PAINTERS (INCLUDING HAND<br>BRUSHED, HAND SPRAYED, AND<br>THE TAPING OF PAVEMENT<br>MARKINGS)     | 2022-12-12  | 34.59      | 23.44       | 58.03      |
|                      |   | 2023-05-01  | 36.59      | 23.44       | 60.03      |
| 716                  | PILEDRIIVER (INCLUDING<br>VIBRATORY DRIVER OR<br>EXTRACTOR FOR PILING AND<br>SHEETING OPERATIONS) | 2022-12-12  | 42.15      | 26.04       | 68.19      |
| 717                  | PIPEFITTERS . STEAMFITTERS  | 2022-12-12  | 42.55      | 24.95       | 67.50      |
|                      |   | 2023-05-01  | 44.75      | 24.95       | 69.70      |

| LABOR CODE AND CLASS | EFFECT DATE               | BASIC RATE | FRINGE RATE | TOTAL RATE |       |
|----------------------|---------------------------|------------|-------------|------------|-------|
| 718                  | PLASTERERS                | 2022-12-12 | 37.24       | 22.13      | 59.37 |
|                      |                           | 2023-05-01 | 39.34       | 22.13      | 61.47 |
| 719                  | PLUMBERS                  | 2022-12-12 | 42.55       | 24.95      | 67.50 |
|                      |                           | 2023-05-01 | 44.75       | 24.95      | 69.70 |
| 720                  | ROOFER                    | 2022-12-12 | 38.47       | 19.74      | 58.21 |
|                      |                           | 2023-07-01 | 40.72       | 19.74      | 60.46 |
| 721                  | SHEET METAL WORKERS       | 2022-12-12 | 40.03       | 29.75      | 69.78 |
|                      |                           | 2023-05-01 | 42.83       | 29.75      | 72.58 |
| 722*                 | SPRINKLER FITTERS         | 2022-12-12 | 39.18       | 23.22      | 62.40 |
| 723                  | TERRAZZO WORKERS          | 2022-12-12 | 41.96       | 22.50      | 64.46 |
| 724                  | TILE SETTERS              | 2022-12-12 | 31.36       | 29.40      | 60.76 |
|                      |                           | 2023-05-01 | 34.61       | 29.40      | 64.01 |
| 725                  | TILE FINISHERS            | 2022-12-12 | 24.19       | 21.32      | 45.51 |
|                      |                           | 2023-05-01 | 26.79       | 21.32      | 48.11 |
| 726                  | DRYWALL TAPER             | 2022-12-12 | 34.59       | 23.44      | 58.03 |
|                      |                           | 2023-05-01 | 36.59       | 23.44      | 60.03 |
| 727                  | WIRING SYSTEM TECHNICIAN  | 2022-12-12 | 43.52       | 20.49      | 64.01 |
|                      |                           | 2023-07-01 | 44.61       | 21.69      | 66.30 |
| 728                  | WIRING SYSTEMS INSTALLER  | 2022-12-12 | 30.49       | 16.84      | 47.33 |
|                      |                           | 2023-07-01 | 31.25       | 17.69      | 48.94 |
| 729                  | ASBESTOS ABATEMENT WORKER | 2022-12-12 | 35.13       | 21.55      | 56.68 |
|                      |                           | 2023-01-01 | 36.13       | 22.45      | 58.58 |
| 730                  | SIGN ERECTOR              | 2022-12-12 | 31.07       | 18.75      | 49.82 |

**Work Scope 3-A – Concrete**

**1.01 CONCRETE WORK**

- A. **Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of this Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
  - 1. Specific Specifications Sections that are the responsibility of the Work Scope:
 

|         |  |               |
|---------|--|---------------|
| 00 0000 | Agreement and the Conditions of the Contract for Construction  | As it applies |
| 01 0000 | Division 1 - General Requirements  | As it applies |
| 03 1100 | Concrete Forming   | Complete      |
| 03 2000 | Concrete Reinforcing   | Complete      |
| 03 3000 | Cast-in-Place Concrete   | Complete      |
| 07 2113 | Board insulation occurring within or directly adjacent to concrete or masonry, including in slab filler material | As it applies |
| 32 1820 | Walks  | Complete      |
  - 2. Items specified in other Sections, but installed by this Work Scope
 

|         |                                   |               |
|---------|-----------------------------------|---------------|
| 13 3400 | Embeds within concrete assemblies | As it applies |
|---------|-----------------------------------|---------------|

**1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS**

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Contractor’s Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
  - 1. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- C. **Subgrade Preparation:** Subgrade preparation and fine grading associated with concrete work, including bottom of footings and slab-on-grade conditions is by Work Scope 31-A “Site Clearing & Earthwork”.
  - 1. This work scope to confirm grades are in compliance with the project documents prior to accepting the subgrade.
  - 2. Fine Grading and hand excavations of subgrade is responsibility of this Work Scope.
- D. **Concrete Formwork:** Provide (engineer, furnish and install) concrete formwork in accordance with Section 03 1100 including, but not limited to:
  - 1. Underslab vapor retarders.
  - 2. Rigid insulation directly under, or within floor assembly used as forming material.
- E. **Concrete Reinforcing Steel:** Provide (furnish and install) reinforcing steel in accordance with Section 03 2000 including, but not limited to:
  - 1. Reinforcing steel, dowels, fasteners, welded wire fabric, etc., required for a complete installation.
  - 2. Epoxy Rebar / dowels as required.
  - 3. All shop drawings.
- F. **Cast-in-place Concrete:** Provide cast-in-place concrete work in accordance with Section 03 3000 including but not limited to:
  - 1. Footings, foundations, poured beams, columns and other structural members,
  - 2. Vapor barriers and waterstop material and systems specified.
  - 3. Layout and forming of opening shown
  - 4. Placement and finishing operations to achieve specified results, including special screeds to achieve elevations, flatness, and levelness requirements specified.
  - 5. Pointing, patching, rubbing, grinding, and filling of concrete surfaces scheduled to receive final finish.
  - 6. Pointing, patching, rubbing, grinding, and color match filling of concrete surfaces as required to achieve exposed finishes as specified.
  - 7. Non-slip additives, hardeners, and special coatings as indicated.
  - 8. Structural and infill grouting as indicated.
  - 9. Curing methods specified.
  - 10. Mud slabs as indicated on either Architectural or Structural documents.
  - 11. Sill plates, bearing plates, expansion joints and joist pockets.

## Work Scope 3-A – Concrete

12. Housekeeping equipment pads by others.
  13. Any anchor bolts are the responsibility of this work scope.
- G. **Site Concrete:** Any site concrete work for stoops, aprons or sidewalks is the responsibility of this Work Scope.
1. Including but not limited to: all required fine grading forming, reinforcing, pouring, finishing, and joint sealants.
  2. Subgrade preparation is the responsibility of Work Scope 31-A as defined in Section 1.02 Part C of this work scope.
- H. **Joint Sealants:** Expansion joints and sealants occurring within and around cast-in-place concrete assemblies are the responsibility of this Work Scope. Provide complete systems in accordance with Section 03 3000.
- I. **Rigid Insulation:** Provide (supply & install) rigid insulation, including but not limited to:
1. Rigid insulation as indicated. Specifically, all rigid insulation occurring within, around, or under footings, slabs and foundation walls. Reference Section 07 2113.

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Coordination with other Contractors:** Notify Kraus-Anderson when foundations are ready for backfill. This Contractor is required to coordinate schedule and substrate requirements with, but not limited to the following trade:
1. Testing & Inspections
  2. Field Engineering
  3. Mechanical
  4. Electrical
  5. Earthwork Contractor
  6. Pre-Engineered Metal Building Supplier & Erector
  7. Others as required
- B. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 01 1220 – 01-G.
1. Detailed surveying and layout of footings, foundations, and slab work are the responsibility of this Work Scope.
- C. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- D. **Embeds within Cast-in-place Concrete:** Include layout and installation of embeds within cast-in-place concrete, including but not limited to the following:
1. Responsibility to receive, unload, and transport to install, erect or setting location, and to ensure alignment, connection to reinforcement where required, and protection during placement of concrete.
    - a. Detailed layout and installation drawings of embeds will be provided by Work Scope which requires embed.
  2. Anchor bolts
    - a. This work scope is responsible to supply install the necessary quantity of anchor bolts at each steel column baseplate indicated within the project drawings. Final sizing to be determined by the pre-engineered metal building supplier.
  3. Embeds and channel inserts shall be furnished by Work Scope which requires the embed.
- E. **Coordination of Embeds set by Others:** Include coordination for embeds set by other Work Scopes, including but not limited to the following:
1. Plumbing Work Scope will set drain assemblies and related sumps within concrete formwork where drains are required to be poured within the concrete.
  2. Mechanical Work Scope will install sleeves and embeds for their work.
  3. Electrical Work Scope will install sleeves, embeds, conduit, and boxes required to be poured within the concrete for their work.
  4. This Work Scope is responsible for layout and forming of blockouts indicated, and to ensure alignment, connection to reinforcement where required, and protection during placement of concrete.
- F. **Protection of Embeds and Reinforcing:** Properly protect reinforcing, anchor bolts, embeds, etc. protruding beyond the surface in accordance with OSHA standards. This includes trip hazards.
- G. **Spalling caused by Embeds:** Anchors and embeds shall be "non-spalling" design. Spalling, which occurs, will require patching in accordance with direction from the Architect and Contractor.
- H. **Grouting required by this Work Scope:** This Work Scope shall include the following:
1. Grouting of all steel baseplates as specified in Section 13 4000.
- I. **Exposed Surfaces:** Refer to Specifications for specific requirements, but not less than:
1. Include pointing, patching, rubbing and grinding, removal of form ridges, coating of concrete surfaces to receive final finish in accordance with contract documents.

**Work Scope 3-A – Concrete**

- 2. Outside Corners: Include chamfered edges on outside corners, unless specifically detailed otherwise.
- J. **Special Safety Requirements:** This Work Scope is responsible for to provide and maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at perimeter of the structure, leading edges, stair handrails, mechanical openings, and other openings required to be protected by OSHA while this trade contractor is on site.
  - 1. Reinforcing bars, anchor bolts, embeds, etc protruding beyond the surface shall be properly protected per OSHA Standards, including trip hazards.
- K. **Dewatering:** Dewatering of excavations is the responsibility of the earthwork contractor. Coordinate requirements and procedures with Work Scope 31-A.
- L. **Concrete Pumping:** Included by this Work Scope.
  - 1. If trade contractor elects to use a central concrete placement system, location shall be coordinated and approved by Kraus-Anderson Construction Company.
- M. **Concrete Wash-Down:** Excess and wash up concrete distributed within construction limits will be removed and disposed of on a DAILY basis. In addition to the concrete pour clean up, non-usable material will be cleaned up daily and disposed of in accordance with the SWPPP plan.
- N. **Quality Control:** Flatness conditions should be maintained per the contract documents.
- O. **Special Inspections:** Special and structural inspections will be done in accordance with the Contract Documents prior to placement of concrete. Special Inspector or Structural Engineer reserve right to inspect at both the truck location and hose discharge location.
- P. **Traffic Control:** Provide traffic control spotters/flag personal and have them present at all times during concrete deliveries and pours.
- Q. **Site Cleaning:** Debris tracked or carried of site into traffic lanes must be cleaned up immediately. If tracking continues, this Work Scope shall provide continuously cleaning operations during activities of this Work Scope.
- R. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
  - 1. Refer to Agreement and Section 01 5000 for additional requirements.
  - 2. Concrete material dumpsters shall be provided by this Work Scope. Do not use General Use Dumpsters for concrete materials.

**1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES**

- ~~A. **Allowance:** Refer to Section 01 2100 for complete listing and description of Allowances.~~
  - ~~1. **Unforeseen Scope Allowance:** Include \$10,000.00 for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to Section 01 2300 for complete listing and description of Alternates.
- C. **Unit Prices and Cost Breakdowns:** Refer to Section 01 2200 for complete listing and description of Unit Prices, Labor Rates, and Cost Breakdowns.

**1.05 SUBMITTAL REQUIREMENTS**

- A. Required Submittals: Contractor shall coordinate, prepare, and submit a complete, coordinated submittal package indicating how they will conform to the requirements expressed in the Contract Documents, in compliance with the Project Schedule and requirements of the Agreement.
  - 1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.

**1.06 MATERIAL HANDLING AND STORAGE**

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
- B. **Hoisting:** Refer to Section 01 1210 and Agreement for additional requirements regarding hoisting.
- C. **Scaffolding:** Work Scope is responsibility for your own working platforms, scaffolding, and equipment necessary to access Work. Refer to Agreement for additional requirements regarding scaffolding.
  - 1. Coordinate scope and timing of scaffold with Kraus-Anderson Construction Company.

-- End --

**1.01 CARPENTRY PACKAGE**

A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

|         |  |               |
|---------|--|---------------|
| 00 0000 | Agreement and Conditions for the Contract for Construction | As it applies |
| 01 0000 | Division 1 - General Requirements                          | As it applies |

2. **Items “furnished” in other Work Scopes to be installed by this Work Scope**

|                            |                               |                   |
|----------------------------|-------------------------------|-------------------|
| 08 1113                    | Hollow Metal Doors and Frames | Installation Only |
| 08 7100                    | Door Hardware                 | Installation Only |
| 10 4400 Safety Specialties |                               | Installation Only |

**1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS**

A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.

B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.

1. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.

C. **Complete Assembly:** This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.

1. Provide fasteners, sealant, trim, flashings, and miscellaneous components for a complete installation.
2. Provide coatings and isolation barriers to provide separation for dissimilar materials.

D. **Installation of materials and components specified under other Work Scopes:** Provide labor and miscellaneous mounting hardware/fasteners required for a complete installation for Work Scopes indicated under Article 1.01 A.2 above, including but not limited to the following:

1. Responsible to receive, unload, store, and maintain material to be installed under this Work Scope.
2. Installation of door hardware specified under Work Scope 8-A
  - a. Any door hardware integral to the bi-fold door assemblies and specified in Section 08 3417 will be supplied and installed by Work Scope 8D.
3. Include installation of one (1) Knox box rapid entry system and any associated trim work.
4. Install hollow metal frames and hollow metal doors Include grouting or insulating frames where indicated.
  - a. Include unloading, inventory, and controlled secured storage (inventory control).
  - b. Include necessary time to adjust doors and hardware within the 1-year corrective period.
5. Installation of safety specialties specified under Work Scope 10-A.

E. **Joint Sealants:** Expansion joints and sealants occurring within and around assemblies installed by this work scope are the responsibility of this Work Scope. Provide complete systems in accordance with the project specifications.

**1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS**

A. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.

1. This Work Scope is responsible for all remaining layout.

B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.

C. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.

1. Refer to Section 01 5000 for additional requirements.



**1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES**

- A. ~~Allowance for Unforeseen Scope: Refer to Section 01 2100 for complete listing and description of Allowances.~~
  - 1. ~~Unforeseen Scope Allowance: Include \$2,000.00 for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to *Section 01 2300* for complete listing and description of Alternates.

**1.05 SUBMITTAL REQUIREMENTS**

- A. **Required Submittals:** Refer to Section 01 1210 for additional requirements.

**1.06 MATERIAL HANDLING AND STORAGE**

- A. **Delivery, Hoisting, and Scaffolding:** Refer to Section 01 1210 for additional requirements.
- B. **Receiving of Materials:** For materials/products installed by this Work Scope, but furnished by others, this Work Scope is responsible to receive, inspect, unload, sort, and distribute materials to individual work areas.
  - 1. Coordinate with other affected Work Scopes regarding packaging, timing, method of delivery, and any special requirements for receiving materials.

-- End --

## Work Scope 8-A – Doors, Frames, & Hardware – Material Only

### 1.01 DOORS, FRAMES, & HARDWARE - MATERIAL ONLY PACKAGE

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
- Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |   |
|---------|---|---|
| 00 0000 | Agreement and Conditions of the Contract for Construction | As it applies                               |
| 01 0000 | Division 1 - General Requirements                         | As it applies                               |
| 08 1113 | Hollow Metal Doors and Frames                             | Material Only – Installed by Work Scope 6-A |
| 08 7100 | Door Hardware   | Material Only – Installed by Work Scope 6-A |

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Sales Tax:** Based on the Owner's Tax Exempt status, this Work Scope is **Sales Tax Exempt**.
- C. **Hollow Metal Doors and Frames:** Furnish "Material Only" package for hollow metal doors and frames in accordance with Section 08 1113, including, but not limited to:
- Complete submittals as per Part 1 of each section.
  - Fabrication, hardware preparation and reinforcements and delivery to Site.
  - Materials and accessories for including, but not limited to:
    - Hollow metal doors
    - Hollow metal frames, borrowed lights and sidelight frames
    - Transom panels
    - Door louvers, vision lites, and related trim.
    - Miscellaneous anchors and accessories required for a complete installation.
  - Clarification - installation of hollow metal frames will be by the Work Scope 6-A.
- D. **Door Hardware:** Furnish "Material Only" package for door hardware in accordance with Section 08 7100, including, but not limited to:
- Complete submittals as per Part 1 of specification section, including
    - Wiring diagrams for each opening requiring electrified hardware.
    - Coordinate power suppliers with Electrical.
    - Keying schedule coordinated with Owner.
  - Fabrication and delivery to Site.
  - Materials and accessories for including, but not limited to:
    - Door hardware as per Section 08 7100
    - Locking cylinders for access panels and roof hatches are included in this Work Scope.
    - Maintenance materials and tools as per specifications.
    - Key cabinet as specified.
    - Miscellaneous anchors and accessories required for a complete installation.
    - Hardware Suppliers Field Quality Control requirement specified under 3.02.
  - Door hardware for "use during construction" shall include, but not limited to:
    - As directed by Kraus-Anderson Construction Company.
  - Supply one (1) Knox box rapid entry system.
  - Any door hardware integral to the bi-fold door assemblies and specified in Section 08 3417 will be supplied and installed by Work Scope 8D.
- E. **Complete Assembly:** Provide fasteners, trim, and miscellaneous components for a complete installation.
- This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.

### 1.03 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- A. ~~Allowance: Refer to Section 01 2100 for complete listing and description of Allowances.~~
- ~~Unforeseen Scope Allowance: Include \$2,000.00 for material allowance to be assigned by Kraus Anderson for unforeseen conditions or non-defined Work Scope items.~~



## **Work Scope 8-A – Doors, Frames, & Hardware – Material Only**

- B. **Alternates:** Refer to *Section 01 2300* for complete listing and description of Alternates.

### **1.04 SUBMITTAL REQUIREMENTS**

- A. Required Submittals: Coordinate, prepare, and submit a complete, coordinated submittal package indicating how they will conform to the requirements expressed in the Contract Documents, in compliance with the Project Schedule and requirements of the Agreement.
1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.
  2. Work in conjunction with their manufacturers and suppliers to develop a project specific package unique for this Project to fully explain all conditions.

### **1.05 MATERIAL HANDLING AND STORAGE**

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
1. Special Packaging by Opening: Individual package and label door hardware by opening number.
  2. This Work Scope is responsible to deliver and coordinate receiving of doors, frames, and hardware with Work Scope responsible for installation.
  3. Assume multiple deliveries for hollow metal and doors in stages as construction progresses.
    - a. Carpentry Work Scope WS-6A will receive all hollow metal and wood doors.

-- End --

## Work Scope 8-D – Specialty Doors

### 1.01 SPECIALTY DOORS

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
- Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |               |
|---------|---|---------------|
| 00 0000 | Agreement and the Conditions of the Contract for Construction | As it applies |
| 01 0000 | Division 1 - General Requirements                             | As it applies |
| 08 3417 | Hangar Door System (Bi-Fold)                                  | Complete      |

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
- The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- C. **Complete Assembly:** Provide fasteners, sealant, trim, and miscellaneous components for a complete installation.
- This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.
- D. **Hangar Door System (Bi-Fold):** Provide complete assemblies in accordance with Section 08 3417, including, but not limited to:
- Coordination and review of opening dimensions, assemblies and structural deflection.
  - Overhead and sill tracks. Jamb assemblies.
  - Panel frames and glazing
  - All required hardware specified in Section 08 3417 is the responsibility of this work scope to supply and install.
  - In-wall blocking or embeds required to secure door frame assembly.
  - Final adjusting to ensure smooth operation.
- E. **Complete and Functional Assembly:** Provide miscellaneous accessories, fasteners, and trim for a complete system, including but not limited to:
- Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
  - Coordinate power requirements with Work Scope 26-A.
  - ~~This Work Scope is responsible for all Work (control wiring, switches, and conduit) from power supply junction box provided under Electrical.~~ All pathways and conductors necessary to power and connect the bi-fold door operator, control station, limit switches, safety devices are by WS 26-A Electrical.
  - Miscellaneous metal framing members required to provide overhead support, vertical jambs and side track, unless specifically indicated to be provided by another Work Scope.

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.
- This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- ~~C. **Single Point of Power:** Electrical under Work Scope 26-A will provide a single point of contract for each door operator. Coordinate location and requirements with Electrical. This Work Scope is responsible for all work beyond this point.~~
- D. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
- Refer to Subcontract Agreement and Section 01 5000 for additional requirements.

### 1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- ~~A. **Allowance:** Refer to Section 01 2100 for complete listing and description of Allowances.~~

## Work Scope 8-D – Specialty Doors

~~1. **Unforeseen Scope Allowance:** Include **\$5,000.00 for labor/material allowance** to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~

B. **Alternates:** Refer to *Section 01 2300* for complete listing and description of Alternates.

### 1.05 SUBMITTAL REQUIREMENTS

- A. **Required Submittals:** Coordinate, prepare, and submit a complete, coordinated submittal package indicating how they will conform to the requirements expressed in the Contract Documents, in compliance with the Project Schedule and requirements of the Agreement.
1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.
- B. **Submittals Requiring Delegated Design:** Structural Calculations shall be submitted at the same time as the shop drawings for this Work. It is not acceptable to defer Delegated Design engineering “structural analysis and calculations” until initial shop drawings are reviewed by A/E.

### 1.06 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
- B. **Hoisting:** Refer to Section 01 1210 and the Agreement for additional requirements regarding hoisting.
- C. **Scaffolding:** Work Scope is responsibility for your own working platforms, scaffolding, and equipment necessary to access Work. Refer to the Agreement for additional requirements regarding scaffolding.
1. Coordinate scope and timing of scaffold with Kraus-Anderson Construction Company.

-- End --

## Work Scope 13-G – Pre-Engineered Metal Building – Material Only

### 1.01 PRE-ENGINEERED METAL BUILDING – MATERIAL ONLY

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
- Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |                      |
|---------|---|----------------------|
| 00 0000 | Agreement and Conditions of the Contract for Construction | As it applies        |
| 01 0000 | Division 1 - General Requirements                         | As it applies        |
| 07 2913 | Pre-Engineered Building Insulation                        | Material Supply Only |
| 13 3400 | Pre-Engineered Metal Building                             | Material Supply Only |

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Qualifications of Bidders:** Firms submitting a proposal for furnishing the PEMB (Pre Engineered Metal Building) material package are required to submit a compliance matrix indicating how the product(s) bid meets or exceeds project specifications noted in bid documents. The compliance matrix is due within 72 hours of bid time.
- C. **Sales Tax:** Based on the Owner's Tax Exempt status, this Work Scope is **Sales Tax Exempt**.
- D. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
- The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- E. **Pre-Engineered Metal Building:** Supply building and accessories in accordance with Section 13 3400 and Structural Notes including but not limited to:
- Shop drawings and connection detailing
  - Delegated Design including signed shop drawings as maybe required by the City for permitting.
  - Fabrication and shop priming where specified.
  - Members and profiles indicated on Structural and Architectural Drawings.
    - Provide complete with necessary accessories, bridging, bracing, purlins, clips, and other materials required for a complete installation.
  - Supply of all insulation specified in Section 13 3400.
  - Supply of interior separation walls as noted on drawings.
  - Supply of interior liner panel as noted on drawings (including bi-fold doors)
  - Delivery
  - Installation of pre-engineered metal building by Work Scope 13-H.
  - Exclude the supply of:
    - Hollow-metal doors & frames
    - Bi-fold hangar doors
    - Grout for base plates.
    - Anchor bolts
      - Coordination with WS 3-A to ensure anchor bolt compatibility with the pre-engineered metal building will be necessary.
- F. **Connection, subcomponent engineering, and special erection sequencing requirements:** Where required by Contract Documents, or where connection detailing is requirement of fabricator for design members and connections not indicated on the Contract Documents.
- Where Project Schedule requires special erection sequencing not specifically addressed by the structural design, provide engineering services to accommodate special sequencing, temporary bracing, and erection loads.
  - Delegated Design Requirements: For those specific portions of the Work requiring professional engineering services by Section 13 3400 or Structural Notes including engineering analysis, calculations, connection details, shop and fabrication drawings, embed placement drawings, and erection drawings.
- G. **Coordination of Embeds set by Others:** Include coordination for embeds set by others, including but not limited to the following:
- Anchor bolts

## Work Scope 13-G – Pre-Engineered Metal Building – Material Only

2. Embed plates and brackets (shown or not),
- H. **Anchors and Embeds:** Comply with the following.
  1. Anchors used in concrete slabs or walls must be of a "non-spalling" type anchor.
  2. Detailed layout drawings of embeds are to be provided by this Work Scope for use by setting contractor.
  3. Concrete Work Scope will place embeds within concrete work, unless specifically note otherwise in this Work Scope Description or required by your quality control procedures.
- I. **Thermal Analysis and Compliance with Thermal Requirements Specified:** This Work Scope is responsible to comply with performance criteria specified and the applicable Energy Code and provide appropriate documentation acceptable to Architect and KA to confirm compliance with criteria.

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- B. **Special Inspections:** Special Inspections will be done in accordance with the Contract Documents prior to placement of grout.
- C. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
  1. Refer to Section 01 5000 for additional requirements.
- D. **Field Measurements:** Coordinate with installing contractor for field measurement of necessary dimensions and configurations that will affect the layout or performance of your work, and confirm preparatory work is complete and acceptable to receive work of this Work Scope.

### 1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- A. ~~Allowance:~~ Refer to Section 01 2100 for complete listing and description of Allowances.
  1. ~~Unforeseen Scope Allowance:~~ Include ~~\$20,000.00~~ for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.
- B. **Alternates:** Refer to Section 01 2300 for complete listing and description of Alternates.

### 1.05 SUBMITTAL REQUIREMENTS

- A. **Required Submittals:** Refer to Section 01 1210 for additional requirements.

### 1.06 MATERIAL HANDLING AND STORAGE

- A. **Delivery, Hoisting, and Scaffolding:** Refer to Section 01 1210 for additional requirements.

-- End --

## Work Scope 13-H – Pre-Engineered Metal Building– Erection Only

### 1.01 PRE-ENGINEERED METAL BUILDING – ERECTION ONLY

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
- Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |               |
|---------|---|---------------|
| 00 0000 | Conditions of the Contract for Construction | As it applies |
| 01 0000 | Division 1 - General Requirements           | As it applies |
  - Items specified in other Sections, but installed by this Work Scope

|         |                                    |                   |
|---------|------------------------------------|-------------------|
| 07 2913 | Pre-Engineered Building Insulation | Installation Only |
| 13 3400 | Pre-Engineered Metal Building      | Installation Only |

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Contractor's Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
- The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- C. **Pre-Engineered Metal Building (Install Only):** Install/erect metal building in accordance with Section 13 3400 including but not limited to:
- Shop drawings and connection detailing.
  - Touch-up priming where required.
    - This Work Scope is responsible to ensure compatibility of touch-up primer with finish coats.
  - Delivery – coordinate with Work Scope 13-G.
    - All offload of all steel materials supplied by Work Scope 13-G is the responsibility of the Work Scope.
  - Erection
    - Installation of structural framing members
    - Installation of exterior siding, interior liner panels and roof panels
    - Installation of all flashings and trims specified, detailed, or required to provide a complete assembly.
    - Installation of all roof insulation.
    - Installation of all wall insulation.
    - Installation of insulation and liner assemblies on Bi-Fold doors.
    - Installation of all accessories, including joint sealants within or around the pre-engineered metal building assemblies.
    - Coordinate for installation of any necessary roof or wall penetrations with plumbing, mechanical & electrical contractor(s). Field cutting of penetrations by others.
      - Maintaining specified thermal, moisture, vapor, and/or air barrier requirements around any field cut penetrations is the responsibility of this work scope.
    - Exclude the following items specified within Section 13 3400 that will be installed by others:
      - Grouting of steel baseplates.
      - Bi-Fold hangar door installation (other than liner and insulation noted in paragraph C.4.f)
      - Hollow-metal door installation
      - Anchor Bolts
- A. **Coordination of Embeds set by Others:** Include coordination for embeds set by others, including but not limited to the following:
- Anchor bolts
  - Embed plates and brackets (shown or not),
  - Channel inserts used to secure work of this Section
- B. **On-site Handling of Embeds and Items for Installation:** Installation, erection and setting requirement includes the obligation for proper receiving, unloading and transport to install, erect or setting location.
- C. **Connection, subcomponent engineering, and special erection sequencing requirements:** Where required by Contract Documents, or where connection detailing is requirement of fabricator for design members and connections not indicated on the Contract Documents.

## Work Scope 13-H – Pre-Engineered Metal Building– Erection Only

1. Where Project Schedule requires special erection sequencing not specifically addressed by the structural design, provide engineering services to accommodate special sequencing, temporary bracing, and erection loads.
2. Comply with “Delegated Design Requirements” specified herein.

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 00 2410 - General Requirements for All Work Scopes and Section 01 1220 – 01-G.
  1. This Work Scope is responsible for all remaining layout.
  2. Layout and engineering for shoring and temporary supports shall be included.
- B. **Field Measurements:** Coordinate with supplying contractor for field measurement of necessary dimensions and configurations that will affect the layout or performance of your work, and confirm preparatory work is complete and acceptable to receive work of this Work Scope. All field verified dimensions required by the Pre-Engineered Metal Building Supplier are the responsibility of this work scope.
- C. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- D. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- E. **Special Inspections:** Special Inspections will be done in accordance with the Contract Documents prior to placement of grout.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
  1. Refer to Agreement and Section 01 5000 for additional requirements.

### 1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- A. ~~Allowance: Refer to Section 01 2100 for complete listing and description of Allowances.~~
  1. ~~Unforeseen Scope Allowance: Include \$10,000.00 for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to Section 01 2300 for complete listing and description of Alternates.

### 1.05 SUBMITTAL REQUIREMENTS

- A. Required Submittals: Contractor shall coordinate, prepare, and submit a complete, coordinated submittal package indicating how they will conform to the requirements expressed in the Contract Documents, in compliance with the Project Schedule and requirements of the Agreement.
  1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.
  2. Contractor shall work in conjunction with their manufacturers and suppliers to develop a project specific package unique for this Project to fully explain all conditions.
  3. Where required by the Contract Documents or requested by Kraus-Anderson, Contractor shall require manufacturer to review and provide written acceptance of the Submittals prior to forwarding them to KA.
- B. Submittals Requiring Delegated Design: Structural Calculations Package shall be submitted at the same time as the shop drawings for this Work. It is not acceptable to defer Delegated Design engineering “structural analysis and calculations” until initial shop drawings are reviewed by A/E.

### 1.06 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
  1. Fabricate and deliver materials to site in logical and orderly fashion as to maintain Project Schedule as directed by Kraus-Anderson.
  2. Coordinate lay-down area with Kraus-Anderson.
- B. **Hoisting:** Refer to Section 01 1210 and Agreement for additional requirements regarding hoisting.
  1. **Crane:** Limited access for hoisting will be provided in accordance with Section 01 500. A permit with the FAA will be required prior to a crane being utilized on-site. This takes appx. 30 days to acquire.
- C. **Scaffolding:** Work Scope is responsibility for your own working platforms, scaffolding, and equipment necessary to access Work. Coordinate scope and timing of scaffold with Kraus-Anderson Construction Company.

-- End --

## Work Scope 23-B – Combined Mechanical

### 1.01 COMBINED MECHANICAL PACKAGE

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
1. Specific Specifications Sections that are the responsibility of the Work Scope:

|  |   |               |
|--|---|---------------|
| 00 0000  | Conditions of the Contract for Construction | As it applies |
| 01 0000  | Division 01 - General Requirements          | As it applies |
| Division 23 – HVAC Systems [all sections within Division 23] |   | Complete      |

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
1. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- C. **Complete Assembly:** This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.
1. Functional System: Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents.
  2. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
  3. Compliance with applicable Building Codes related to this Work Scope.
  4. Extension to outside of building to receive site utilities and final connection to utilities shall be included in this Work Scope.
  5. Required permits and inspections fees.
- D. **Housekeeping and Equipment Pads:** Provide concrete housekeeping pads for your work.
- E. **Sleeve:** Layout, cutting openings, and setting sleeves and embeds required by this Work Scope.
1. Field cutting of penetrations through building walls or roof is the responsibility of this work scope.
  2. Coordinate with pre-engineered metal building installer for penetration locations.
- F. **Sealant around Ducts and HVAC Components:** Provide sealant in accordance with the project specifications around HVAC piping and comments penetrating exterior walls, sound rated partitions, roof, smoke-tight or vapor-tight assemblies.
- G. **Equipment and System Start-up:** Start, test and adjust equipment and systems prior to completion.
1. Adjust motors to operate at proper nameplate amperage, tighten belts and adjust sheaves.
- H. **Site Utilities:** Site utilities work in accordance with the FAA Technical Specifications Item D-701, D-705, and D-751 and as indicated on the drawings is a shared responsibility between Work Scope 31-A and this work scope. This includes, but is not limited to:
1. Site utilities includes water, sewer, storm water.
    - a. From the utility connection point to a termination point 5 horizontal feet from the exterior side of the building foundation wall is the responsibility of Work Scope 31-A.
    - b. All work within 5" horizontal feet of the exterior side of the building foundation wall is the responsibility of this work scope.
    - c. All subgrade drainage systems are by Work Scope 31-A.
  2. Pipe material and install.
  3. Layout and grading required for proper installation.
  4. Obtain permits required for construction, including Minnesota Health Department review, if required.
  5. Testing.
  6. Coordinate with local utility companies for connections to existing utilities and possible shut-downs if necessary.

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.
1. This Work Scope is responsible for all remaining layout required for this Work Scope.



## Work Scope 23-B – Combined Mechanical

- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **System Coordination:** Provide a qualified representative to coordinate other trades.
  - 1. Ensure interface between interrelated products are compatible with one another.
- D. **Coordination with Owner's Insurance Carrier:** As may be required by project specific requirements, this Work Scope is responsible to coordinate with the Owner's insurance carrier regarding fire protection requirements.
- E. **Utility Company Coordination:** Coordination with utility company to install required services and pay for costs associated with connections, unless specifically indicated otherwise.

### 1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- A. ~~Allowance for Unforeseen Scope: Refer to Section 01 2100 for complete listing and description of Allowances.~~
  - 1. ~~Unforeseen Scope Allowance: Include \$5,000.00 for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to Section 01 2300 for complete listing and description of Alternates.
  - 1. This work scope is responsible for the supply only of the destratification fans and associated control devices referenced in Alternate No. 1. Installation, power supply and control wiring by WS 26-A "Electrical".

### 1.05 SUBMITTAL REQUIREMENTS

- A. **Required Submittals:** Refer to Section 01 1210 for additional requirements.
  - 1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.

### 1.06 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
- B. **Hoisting:** This Work Scope is responsible for moving materials and hoisting related to your Work. Refer to Section 01 1210 for additional requirements regarding hoisting.
- C. **Scaffolding:** This Work Scope is responsibility for work platforms, scaffolding, and equipment necessary to access and perform your Work. Refer to Section 01 1210 for additional requirements regarding scaffolding.
  - 1. Coordinate scope and timing of scaffold with Kraus-Anderson Construction Company.

-- End --

## Work Scope 26-A – Electrical

### 1.01 ELECTRICAL

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
1. Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |               |
|---------|---|---------------|
| 00 0000 | Conditions of the Contract for Construction | As it applies |
| 01 0000 | Division 01 - General Requirements          | As it applies |
- Division 26 – Electrical Systems [all sections within Division 26] Complete

### 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
1. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
- C. **Complete Assembly:** This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.
1. Provide fasteners, sealant, trim, and miscellaneous components for a complete installation.
  2. Functional System: Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents.
  3. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
  4. Main power, power distribution, and lighting systems.
  5. Required permits and inspections fees.
- D. **Housekeeping and Equipment Pads:** Provide concrete housekeeping pads for your work
1. Including Power Company transformer pads.
- E. **Sleeve:** Layout, cutting openings, and setting sleeves and embeds required by this Work Scope.
1. Field cutting of penetrations through building walls or roof is the responsibility of this work scope.
  2. Coordinate with pre-engineered metal building installer for penetration locations.
- F. **Sealant around Electrical Components:** Provide sealant in accordance with the project specifications around electrical conduits and comments penetrating exterior walls, roof, sound rated partitions, smoke-tight or vapor-tight assemblies.
- G. **Automatic and Electrified Doors:** Provide power supply and connection for automatic doors, grilles, and coiling doors.
1. ~~This work scope to provide single point of power for bi-fold hangar doors specified in 08-3417.~~
  2. ~~All work (control wiring, switches, and conduit) from power supply junction box provided under Specialty Door Package.~~
  3. All pathways and conductors necessary to power and connect the bi-fold door operator, control station, limit switches, safety devices are by WS 26-A Electrical.
- H. **Site Lighting:** Provide exterior building mounted light fixtures as indicated within the project drawings and specifications.
- I. **Site Electrical:** Provide related digging, forming, and placement of exterior power lines from the utility connection point indicated within the project drawings to the final termination point.
- J. **System Start-up:** Start, test and adjust systems prior to completion.
- K. **Utility Company Coordination:** Coordination with utility/electrical company to install required services ~~and pay for costs associated with connections, unless specifically indicated otherwise.~~ All electrical utility costs to be paid for by the Owner.
- L. **Temporary Electrical Services:** Refer to Section 01 5000 for additional requirement, plus the following:
1. Connect and disconnect of electrical power to Kraus-Anderson Construction Company's jobsite office trailer.
  2. Furnish, install and remove temporary electrical power in each hangar bay to be used by other multiple trades. This includes temporary elevator power if required.
  3. Furnish, install and remove temporary lighting throughout the building. Light shall be such that permits other trades to complete their work.

**1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS**

- A. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.
  - 1. This Work Scope is responsible for all remaining layout required for this Work Scope.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **System Coordination:** Provide a qualified representative to coordinate other trades.
  - 1. Ensure interface between interrelated products are compatible with one another.

**1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES**

- ~~A. **Allowance for Unforeseen Scope:** Refer to Section 01 2100 for complete listing and description of Allowances.~~
  - ~~1. **Unforeseen Scope Allowance:** Include **\$15,000.00 for labor/material allowance** to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to *Section 01 2300* for complete listing and description of Alternates.
  - 1. This work scope is responsible for providing the power supply and control wiring as well as the installation of the destratification fans and associated control devices referenced in Alternate No. 1. Supply of the fans and control devices by WS 23-B.

**1.05 SUBMITTAL REQUIREMENTS**

- A. **Required Submittals:** Refer to Section 01 1210 for additional requirements.
  - 1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.

**1.06 MATERIAL HANDLING AND STORAGE**

- A. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
- B. **Hoisting:** This Work Scope is responsible for moving materials and hoisting related to your Work. Refer to Section 01 1210 for additional requirements regarding hoisting.
- C. **Scaffolding:** This Work Scope is responsibility for work platforms, scaffolding, and equipment necessary to access and perform your Work. Refer to Section 01 1210 for additional requirements regarding scaffolding.
  - 1. Coordinate scope and timing of scaffold with Kraus-Anderson Construction Company.

-- End --

# Work Scope 31-A – Site Clearing and Earthwork

## 1.01 SITE CLEARING AND EARTHWORK PACKAGE

A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

|         |   |               |
|---------|---|---------------|
| 00 0000 | Agreement and Conditions of the Contract for Construction | As it applies |
| 01 0000 | Division 1 - General Requirements                         | As it applies |
| 02 4135 | Pavement Marking Removal                                  | Complete      |
| 31 2220 | Earthwork for Building Sites                              | Complete      |
| 31 2316 | Structure Excavations and Backfills                       | Complete      |
| 31 3410 | Geosynthetic Installation                                 | Complete      |
| 31 3700 | Riprap  | Complete      |
| 32 1122 | Aggregate Base  | Complete      |
| 32 1213 | Bituminous Tack Coat                                      | Complete      |
| 32 1216 | Plant-Mixed Asphalt Pavement                              | Complete      |
|         | FAA Technical Specifications                              | As it applies |

## 1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.

B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Your Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.

1. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.

C. **Building and Site Demolition:** Provide miscellaneous site and building demolition indicated on the Drawings to be removed within the construction limits in accordance with the project specifications including, but not limited to:

1. Site clearing and selective site demolition.
2. Trees and other landscape items indicated for removal.
3. Bituminous and concrete paving indicated for removal.
4. Pavement marking indicated for removal.
5. Site utilities indicated for removal.
6. Drain tile indicated for removal.

D. **Earthwork:** Provide earthwork as indicated in accordance with Section 31 2220 including, but not limited to:

1. Site clearing, including, but not limited to:
  - a. Curbs, gutters, sidewalks indicated to be removed.
  - b. Tree removal, including root ball indicated to be removed.
2. Removal and disposal of abandoned utilities occurring within the excavation, and as indicated.
3. Mass excavation to profiles indicated or as required for site work and building foundations including removal of earth, rock, and other unclassified materials within excavation zone.
  - a. Excess and unsuitable materials: Removal and dispose of excess and unsuitable materials.
  - b. Stockpile acceptable materials on site for future placement during rough grading. Coordinate area available for onsite stockpiling with Kraus-Anderson.
  - c. If site conditions do not allow on-site stockpiling, provide off-site temporary storage location and required hauling.
4. Grading including rough and fine grading.
  - a. Finish grading for landscaped areas (lawns and planting beds)
  - b. Subgrade Preparation: Provide fine grading associated with concrete work, including bottom of footings and slab-on-grade conditions in accordance with Section 31 2316
5. Excavation and backfill
  - a. Building backfill and compaction
6. Dewatering may become necessary during the construction operations an includes, but not limited to:
  - a. Erosion and sedimentation control as defined herein.

## Work Scope 31-A – Site Clearing and Earthwork

- b. Soil treatment requirements.
  - c. Soil stabilization requirements.
- E. **Dewatering Requirements:** Provide all necessary labor and equipment to perform the work of this Work Scope including daily pumping to keep excavated areas dry.
- 1. Special coordination with concrete trade contractor during footing and foundation work is required.
  - 2. Coordinate extent and duration of dewatering activities with Kraus-Anderson Construction Company.
- F. **Subdrainage System (drain tile):** Provide sub grade drainage system in accordance with the project specifications and drawings including, but not limited to:
- 1. Foundation drainage system
  - 2. Subdrainage piping systems
  - 3. Underslab drainage system
- G. **Construction Grading:** Provide and maintain suitable OSHA grades around site and localized excavated areas to accommodate construction activities and equipment access.
- 1. Coordinate requirements with Kraus-Anderson Construction Company.
  - 2. **Temporary Road Construction, Crane Access, and Crane Pads**
    - a. This Work Scope is responsible to provide (supply & install) the temporary construction roads, crane access routes, and crane pads depicted on the Construction Safety Plan.
      - 1) Provide (supply & install) 20' wide temporary road for construction purposes (around entire perimeter of building, plus any additional roads shown).
        - a) Road to support crane traffic, all-terrain forklift traffic, and extension boom lift traffic.
        - b) Top course must be rolled flat.
        - c) Temporary road must not create or induce negative drainage towards the foundations or walls of the building.
        - d) Road will generally follow the area indicated, but final location to be determined by the KA Superintendent.
        - e) In general, road should remain 5'-0" to 10'-0" away from the exterior face of the building.
        - f) Costs to maintain and repair this road must be included in your base proposal.
        - g) Near the end of the project, if permissible by the Geotechnical Report, Civil Engineering details, & final grade heights, this road may be abandoned, converted into subgrade, and covered up to allow final landscaping and hardscaping to occur. If the temporary road is in conflict with the above-mentioned authorities, then the costs to remove the temporary construction road must be included in your base proposal.
- H. **Site Utilities:** Provide site utilities work in accordance with the FAA Technical Specifications Item D-701, D-705, and D-751 and as indicated on the drawings, including, but not limited to:
- 1. Manhole structures and covers.
  - 2. Catch basin structures.
  - 3. Pipe material and install.
  - 4. All accessories associated with utilities, including aprons.
  - 5. Layout and grading required for proper installation.
  - 6. Site utilities includes water, sewer, storm water
    - a. From utility connection point to a termination point 5 horizontal feet from the exterior side of the building foundation wall is the responsibility of this work scope.
    - b. All work within 5" horizontal feet of the exterior side of the building foundation wall is the responsibility of Work Scope 23-B.
    - c. All site electrical work is by WS 26-A.
  - 7. Fire hydrant(s) and all associated piping, pumps, etc.
  - 8. Obtain permits required for construction, including Minnesota Health Department review, if required.
  - 9. Precast concrete Electrical Manhole, coordinate with Work Scope 26-A.
  - 10. Testing.
  - 11. Coordinate with local utility companies for connections to existing utilities and possible shut-downs if necessary.
  - 12. Coordinate with WS 23-B for building utilities connections.
  - 13. Coordinate with WS 26-A during excavation and backfill activities to ensure proper distances are achieved from site electrical items. Also coordinate for stream lining the installation of site utilities and site electrical as much as possible to stay within the proposed project schedule (Refer to Kraus-Anderson for more details on the schedule).
- I. **Asphalt Paving:** Provide asphalt paving and preparation work in accordance with Section 32 1216, the FAA Technical Specifications items P-101, P-152, P-154, and P-620 and as indicated on the Drawings.

## Work Scope 31-A – Site Clearing and Earthwork

1. This Work Scope is responsible for aggregate base material to be provided under all asphalt or concrete areas and under all concrete curb and gutter within and around the asphalt paved areas.
  2. This Work Scope is to provide all pavement markings/stripping, including layout.
  3. Testing and inspections by a third-party agency will be performed on the installed asphalt paving before it is accepted.
    - a. If any area(s) fail this testing, it is the responsibility of this Work Scope to remove and replace all area(s) that do not meet the specifications.
  4. Layout and Grading for paving is the responsibility of this work scope.
    - a. Minimum requirements are subgrade bluetops and base course bluetops with wooden hubs at 25-foot stations and 25-foot offset distance (maximum) for extent of airfield asphalt pavement construction.
- J. **Site Concrete:** Any site concrete work for stoops, aprons or sidewalks is the responsibility of WS 3-A, and is to be excluded by this work scope.
1. Subgrade preparation for the above described site concrete is the responsibility of this work scope, as defined in Section 1.02 Part D of this work scope.
- K. **Landscaping**
1. Provide landscaping work in accordance with the FAA Technical Specifications Item T-901 and T-905 and as indicated on the drawings, including, but not limited to:
    - a. Sodding and seeding, including temporary seeding and mulching, as required.
- L. **Storm Water Pollution Prevention Plan (SWPPP):** Provide labor and materials to install, maintain, monitor, and remove upon completion all elements and process required to administer the storm water compliance requirements for this Project as outlined within the documents and required by the State. Reference FAA Technical Specification Item C-102.
1. Construction entrances and exit areas
  2. Perimeter control around construction site
  3. Erosion control procedures
  4. Sediment control procedures
  5. Dewatering and drain basin procedures.
  6. SWPPP Permit will be acquired by the owner and then transferred to this Work Scope upon project start. This work scope will be responsible for all requirements of said permit once the transfer occurs and closing of said permit upon project completion.
- M. **Complete Assembly:** This Work Scope recognizes the Contract Documents do not reflect every detail necessary to provide a complete working assembly/system, and therefore has included additional labor and materials to provide a complete assembly per the intent of the Contract Documents.
- N. **Temporary Fencing:** Provide any temporary fencing indicated within the project specifications or drawings.
1. Reference the FAA Technical Specifications for detailed requirements.
  2. Provide airfield security fencing and access gate at the east end of the project site as designated in the plans. This temporary airfield security fencing shall be installed prior to commencement of project construction operations (reference the project schedule requirements) to redefine the extent of the Air Operations Area (AOA) during project construction. At the completion of project construction, this temporary airfield security fence shall be removed from the site and any turf or pavement areas disturbed by the temporary airfield security fence installation shall be restored to original condition. Phasing of the installation and removal of this temporary airfield security fencing shall be coordinated with the installation and removal of the temporary project access gate at the west end of the project site. Airfield security shall be maintained at all times during project construction.
- O. **Traffic Control:** Provide traffic control spotters/flag personal and have them present at all times during material deliveries or pickups.
1. Provide traffic and street barrier as required.
- P. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
1. Refer to Section 01 5000 for additional requirements.
  2. Debris tracked or carried of site into traffic lanes must be cleaned up immediately. If tracking continues, this Work Scope shall provide continuously cleaning operations during activities of this Work Scope.
  3. Hard surface areas shall be broom cleaned upon completion.
  4. Implement street sweeping procedures if debris is tracked outside construction limits or as directed by Kraus-Anderson.
- Q. **Restoration of adjacent areas damaged by Construction:** This Work Scope is responsible to restore disturbed areas in accordance with requirements of FAA Technical Specifications Item T-901 and Item T-905.

## Work Scope 31-A – Site Clearing and Earthwork

### 1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Geotechnical Report:** Included within the project specifications as Appendix A for reference.
- B. **Field Engineering:** Owner will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.
  - 1. This Work Scope is responsible for all remaining layout required for this Work Scope.
  - 2. Layout and engineering for shoring and temporary supports shall be included.
  - 3. Layout and saw cutting, wall removals, shoring, installation of necessary support steel headers shall be included.
  - 4. Quantity Surveys are the responsibility of this Work Scope.
    - a. Perform surveys to confirm quantities for the project, such as top of subgrade and top of base material.
    - b. Quantity surveys shall be submitted during construction and shall confirm that base and paving layers meet grade tolerance and lift thickness requirements.
    - c. Submit copies of all measurements and calculations to Construction manager for review.
- C. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
  - 1. This Work Scope is responsible to coordinate and provide services of firm specialized in locating and documenting underground services and utilities similar to Gopher One.
- D. **Multiple Mobilizations and Minimum Work Force:** To comply with the Project Schedule and phasing requirements, multiple mobilizations will be required. Refer to Project Schedule for additional requirements.
  - 1. Coordinate requirements with Kraus-Anderson Construction Company.
- E. **Coordination with Others:** Include coordination with other trades, including but not limited to the following:
  - 1. Concrete
  - 2. Mechanical
  - 3. Electrical

### 1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- ~~A. **Allowance:** Refer to Section 01 2100 for complete listing and description of Allowances.~~
  - ~~1. **Unforeseen Scope Allowance:** Include **\$20,000.00 for labor/material allowance** to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.~~
- B. **Alternates:** Refer to Section 01 2300 for complete listing and description of Alternates.
- C. **Unit Prices and Cost Breakdowns:** Refer to Section 01 2200 for complete listing and description of Unit Prices, Labor Rates, and Cost Breakdowns.

### 1.05 MITTAL REQUIREMENTS

- A. **Required Submittals:** Refer to Section 01 1210 for additional requirements.

-- End --

# Building Enduring Relationships and Strong Communities



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# Pre-Bid Meeting 2023 Ranch Hangar





- **01 - Team Introduction**
- **02 - Project Information**
- **03 - Schedule**
- **04 - Bid Submission**
- **05 - Project Elements**
- **06 - Questions**



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# 01 – Team Introduction



## **Owner: Duluth Airport Authority**

- Owner Representative: Mark Papko & Jana Kayser

## **Construction Manager - Agent:**

- Sr. Project Manager: Todd Erickson
- Assistant Project Manager: Max Vergeldt
- Project Coordinator: Becca Bohlman & Sarah Byers



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# Kraus-Anderson Team Contact Information

3716 Oneota Street, Duluth, MN 55807

P: 218.722.3775 F: 218.722.3778

- **Todd Erickson**, Sr. Project Manager
  - Email: [todd.erickson@krausanderson.com](mailto:todd.erickson@krausanderson.com)
  - Cell: 218-576-9803
- **Max Vergeldt**, Assistant Project Manager (Main Contact)
  - Email: [max.vergeldt@krausanderson.com](mailto:max.vergeldt@krausanderson.com)
  - Cell: 218-324-3349
- **Becca Bohlman**, Office Manager
  - Email: [becca.bohlman@krausanderson.com](mailto:becca.bohlman@krausanderson.com)
  - Direct: 218-624-8632
- **Sarah Byers**, Project Coordinator



KRAUS-ANDERSON®

## Design Team

- **Designer: Short Elliott Hendrickson Inc.**
  - Principal: Shawn McMahon
  - Project Engineer: Jarrod Nelson



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# 02 – Project Information



This project consists of a new 9,000 SF pre-engineered metal building with five independent bays. The building will be located at the Duluth International Airport (DLH) and will be utilized as a private hangar.

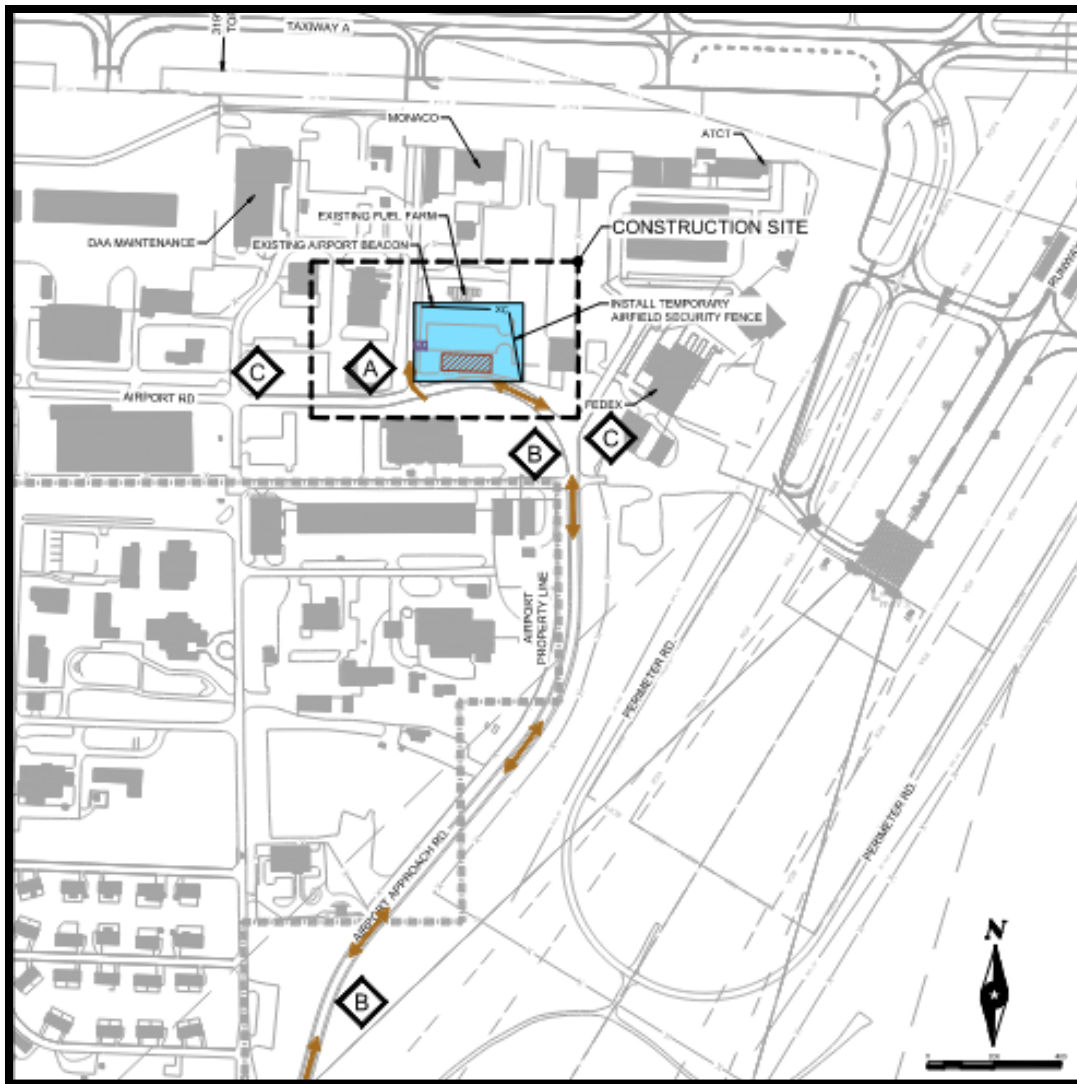




KRAUS-ANDERSON®

Project Address:

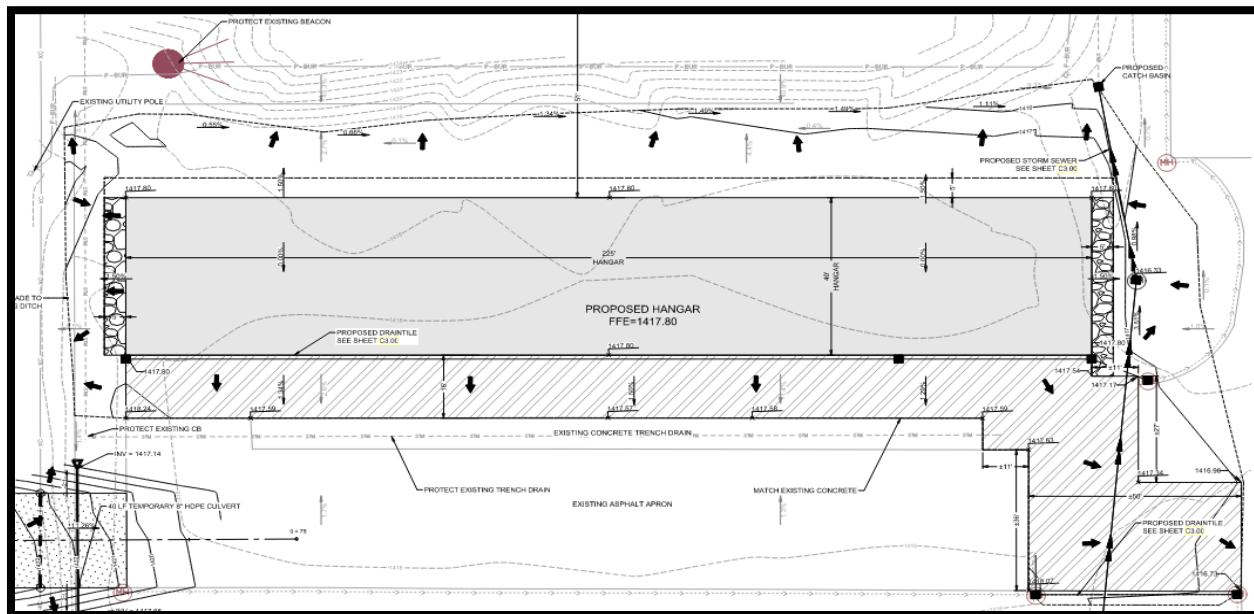
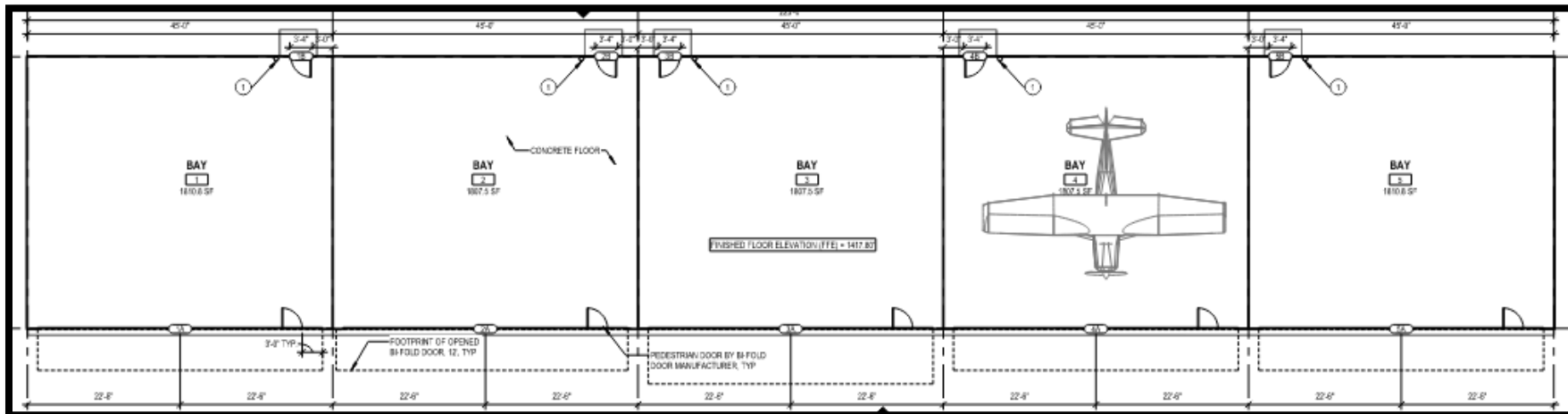
**4701 Grinden Drive – Duluth International Airport  
Duluth, Minnesota 55811**





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# Floor Plan & Site Plan





- **Work Scope 01-A:** Construction Testing and Inspection Services
- **Work Scope 01-G:** Construction Field Engineering
- **Work Scope 03-A:** Concrete
- **Work Scope 06-A:** Carpentry
- **Work Scope 08-A:** Door, Frames, and Hardware – Material Only
- **Work Scope 08-D:** Specialty Doors
- **Work Scope 10-A:** General Specialties – Material Only
- **Work Scope 13-G:** Pre-Engineered Metal Building – Material Only
- **Work Scope 13-H:** Pre-Engineered Metal Building – Erection Only
- **Work Scope 23-B:** Combined Mechanical
- **Work Scope 26-A:** Electrical
- **Work Scope 31-A:** Site Clearing and Earthwork



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# 03 – Schedule



# Milestone Dates

| Date                             | Milestone                           |
|----------------------------------|-------------------------------------|
| February 15 <sup>th</sup> , 2023 | Addendum #1                         |
| February 17 <sup>th</sup> , 2023 | Cutoff Date for Questions           |
| February 23 <sup>rd</sup> , 2023 | Anticipated Addendum #2             |
| March 2 <sup>nd</sup> , 2023     | Bids Due at 2:00 PM via Bid Express |
| May 15 <sup>th</sup> , 2023      | Anticipated Construction Start Date |
| October 13 <sup>th</sup> , 2023  | Substantial Completion              |



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# 04 – Bid Submission



- **Bids can only be submitted via Bid Express.**
  - [bidexpress.com](https://bidexpress.com)
  - Solicitation Number: 23-4403
  - Submissions will be directed to the City of Duluth.
  - If you have questions or need assistance on this process please contact Becca Bohlman.
- **Due: March 2nd, 2023 AT 2:00 PM**



- **Bid Form must be filled out manually and uploaded to Bid Express.**
  - Section 00 4100 within the project specifications.
  - This form must be filled out in entirety and uploaded to have a valid bid.
  - There will also be an “optional” cell on the website to enter your price, but this is just for easy reference. Section 00 4100 is the legally binding document.
- **Due: March 2nd, 2023 AT 2:00 PM**





- If you have any questions during bid time please send them to Max Vergeldt via email.
  - max.vergeldt@krausanderson.com
  - Cut off for questions is 5:00 PM on Friday, February 17<sup>th</sup>, 2023.
  - Answers will be issued via Addendum #2.



- Bid Express
  - bidexpress.com
  - Free to view project information.
- Building Connected - Electronic Project Access
  - To Request Access Contact:**
    - **Becca Bohlman** at Kraus-Anderson Construction Company
    - Phone: 218-624-8632
    - Email: becca.bohlman@krausanderson.com



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# 05 – Project Elements



KRAUS-AN

# NO ALLOWANCES ARE TO BE INCLUDED

| Work Scope  | Allowance Amount |
|---|------------------|
| 03-A: Concrete                                      | \$10,000.00      |
| 06-A: Carpentry                                     | \$2,000.00       |
| 08-A: Door, Frames & Hardware – Material Only       | \$2,000.00       |
| 08-D: Specialty Doors                               | \$5,000.00       |
| 13-G: Pre-Engineered Metal Building – Material Only | \$20,000.00      |
| 13-H: Pre-Engineered Metal Building – Erection Only | \$10,000.00      |
| 23-B: Combined Mechanical                           | \$5,000.00       |
| 26-A: Electrical                                    | \$15,000.00      |
| 31-A: Site Clearing & Earthwork                     | \$20,000.00      |

\*For unforeseen conditions or non-defined work scope items.

\*Include Allowance in **Base Bid**.

\*Unused Allowance **Will Be Returned** to Owner via **Deduct Change Order**.



- Reference Section 01 2200.
- Must include on your bid form, if it applies to your scope of work.

Unit Price 1: Asphalt Paving per Ton

Unit Price 2: Class 5 Gravel per Cubic Yard

Unit Price 3: Excavation and Haul Off-Site per Cubic Yard

Unit Price 4: Import and Placement of Approved Granular Fill per Cubic Yard

Unit Price 5: 6" diameter, 10' high concrete filled bollard



- Reference Section 01 2300.
- Must include pricing on your bid form, if it applies to your scope of work.

## 1.02 DESCRIPTION OF ALTERNATES

**Alternate No. 1:** Add a Destratification Fan at the Ceiling of each Hangar Bay, for a Total of (5x) Fans.

1. Alternate No. 1 applies primarily to Work Scope 23-B "Combined Mechanical" & Work Scope 26-A "Electrical".
  - a. Base bid is to not provide the ceiling fans indicated on sheet M1.00 & E1.01.
  - b. Alternate is to add the ceiling fans indicated on sheet M1.00 & E1.01.



- \$100 per day for each day beyond the allotted amount of contract days.
  - IF the project has not reached final completion by October 31<sup>st</sup>, 2023.
  - Detailed in the FAA Supplementary Conditions.
  - Each successful bidder will have a specific quantity of contract days to complete their scope of work. This quantity will be written into the AIA Contracts.



- Project is subject to both State of Minnesota and Federal Prevailing Wage Rates and Certified Payroll Reporting.
- Reference Section 00 7343 for specific requirements.





- Project has Disadvantaged Business Enterprise requirements.
- Reference Section 00 7350 for specific requirements.



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Questions

# 06 - Questions?

**Thanks for Bidding!**

# Building Enduring Relationships and Strong Communities



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PRE-BID MEETING SIGN-IN SHEET  
**2023 Ranch Hangar**

**February 16th, 2023**

| <u>Name</u>           | <u>Company</u>         | <u>Phone No.</u> | <u>Email</u> |
|-----------------------|------------------------|------------------|--------------|
| 1. Moe Ludwig         | Gardner Builders       | 218-216-5911     | _____        |
| 2. Chad Nordean       | Holden Electric        | 218-391-7366     | _____        |
| 3. Rick Hart          | Duluth Electrical      | 218-393-8536     | _____        |
| 4. Alice Torvinen     | Jamar Co.              | 218-206-5569     | _____        |
| 5. Kent Pulling       | Radotich Inc.          | 218-966-0185     | _____        |
| 6. John Radotich      | Radotich Inc.          | 218-254-5763     | _____        |
| 7. Zach Messes        | AW Kuettel             | 218-269-6151     | _____        |
| 8. Isaac Bell         | AW Kuettel             | 218-393-4082     | _____        |
| 9. Luke Kuettel       | AW Kuettel             | 218-393-4082     | _____        |
| 10. Todd Erickson     | Kraus-Anderson         | _____            | _____        |
| 11. Patrick Gallagher | Kraus-Anderson         | _____            | _____        |
| 12. Max Vergeldt      | Kraus-Anderson         | _____            | _____        |
| 13. Alaina Dodaro     | KTM                    | _____            | _____        |
| 14. Connor Houle      | Northland Constructors | _____            | _____        |



PRE-BID MEETING SIGN-IN SHEET  
**2023 Ranch Hangar**

**February 16th, 2023**

| <u>Name</u>        | <u>Company</u>   | <u>Phone No.</u> | <u>Email</u> |
|--------------------|------------------|------------------|--------------|
| 15. Matt Henderson | WSB              |                  |              |
| 16. Tony George    | Parsons Electric |                  |              |
| 17. Dean Birman    | Hunt Electric    |                  |              |
| 18. Shawn McMahon  | SEH              |                  |              |
| 19. Jarrod Nelson  | SEH              |                  |              |
| 20. Jana Kayser    | DAA              |                  |              |
| 21. Mark Papko     | DAA              |                  |              |

## Questions and Answers - Addendum No. 2

### Questions and Answers:

1. **Q:** Specification Section 13 3400 – Fabricated Engineered Structures includes “Erect-A-Tube” as an approved building system. “Erect-A-Tube” is a significantly lighter duty system than the basis of design “Nucor Building Systems”, and will typically be a more economical option. Please confirm “Erect-A-Tube” is in fact an acceptable option?  
**A:** **Erect-A-Tube, Inc. is an acceptable manufacturer, as listed in the specifications, pending compliance with the specified technical requirements of Section 13 34 00.**
2. **Q:** Will the interior separation walls be insulated? If yes, what Insulation system and R value?  
**A:** **Interior separation walls should be insulated with minimum R-13 fiberglass batts.**
3. **Q:** Will the Bi-Fold Liner Panel system be approved by the Bi-Fold Door Manufacturer and supplied by the Pre-Engineered Metal Building Manufacturer?  
**A:** **Correct. The liner panel that is shown to be installed on the face of the bi-fold doors is to be supplied by Work Scope 13-G Pre-Engineered Metal Building – Material Only and installed by Work Scope 13-H Pre-Engineered Metal Building – Erection Only. Requirements of this specific portion of the metal liner panel are to be coordinated with Work Scope 08-D Specialty Doors.**
4. **Q:** I was wondering if the bid security and bond requirements are required for work scope 1G - Construction Field Engineering. I know on previous projects this requirement has been waived for this work scope.  
**A:** **Bid security and bonding requirements do not apply to Work Scope 01-A – Construction Testing and Inspection Services or Work Scope 01-G – Construction Field Engineering.**
5. **Q:** Work Scope 26-A paragraph 1.02 (G) states the automatic and electrified door (hanger door) is a single point power connection and that control wiring, switches, conduit are provided under specialty door package. Power note #2 on E1.01 states the electrical is required to provide conduit/wire as required to connect all bi-fold door operator, control station, limit switches, safety devices. Which one is correct?  
**A:** **All pathways and conductors necessary to power and connect the bi-fold door operator, control station, limit switches, safety devices are by WS 26-A Electrical. Work Scope 26-A Electrical and Work Scope 8-D Specialty Doors have been revised to reflect this answer.**
6. **Q:** Work Scope 26-A paragraph 1.02 (K) states that the electrical contractor is responsible for paying the electric utility costs. The electric utility will not quote us costs ahead of time. This cost should be paid by the construction manager or owner directly. If we have to guess at the number it will be higher than actual and have mark up on it costing the owner more than it should be.  
**A:** **All electrical utility costs are to be paid for by the Owner and excluded from contractor bids. Coordination with the utility company is still the responsibility of the electrical contractor. Work Scope 26-A Electrical has been revised to reflect this answer.**
7. **Q:** We are bidding the 2023 Ranch Hangar at the Duluth International Airport project and I am wondering if you are able to clarify the “total paid to DBE suppliers 60%” note on the DBE Exhibit Form? It looks like total goals for DBE on the project are 8.5% and due to the very limited number of DBE suppliers, I wanted to clarify.  
**A:** **The “Total paid to DBE suppliers 60%” note on the Exhibit B form appears to be a reference to MnDOT guidance on page 2 of the DBE Special Provisions under the “DBE Credit” heading that addresses how typically sixty percent of a DBE supplier’s contracted amount will count toward the DBE goal.**
8. **Q:** What is the specifications for the insulation in the hangar doors? We will need to know the type of material, thickness, R-value, u-value, type of vapor barrier, thermal blocks or not, type of tape or fastening, etc.  
**A:** **This should be insulated and have a vapor barrier to the same R-value and system as the PEMB walls as noted in specification section 07 29 13.**

-- End --

**DOCUMENT 00 01 10****TABLE OF CONTENTS**

| <b>Number</b>                            | <b>Document</b>   |
|--|---|
|  | <b>Introductory Information</b>                                     |
| 00 01 01                                 | Title Page  |
| 00 01 05                                 | Certification   |
| 00 01 08                                 | Project Directory   |
| 00 01 10                                 | Table of Contents   |
|  | <b>Bidding Requirements</b>   |
| 00 1110                                  | KA Ad for Bids – Bid Express  |
| 00 2100                                  | KA Instructions to Bidders  |
| 00 31 32                                 | Geotechnical Data   |
| 00 4100                                  | Bid Form  |
| 00 45 49                                 | Buy American Certificate for Total Facility                         |
|  | <b>Contract Forms</b>   |
| 00 5110                                  | List of Contract Forms  |
| 00 5110-01                               | AIA A132 CMA Agreement Between Owner & Contractor Example           |
| 00 5110-02                               | KA PCO Request Form   |
|  | <b>FAA General Provisions</b>                                       |
| Section 10                               | Definitions and Terms   |
| Section 20                               | Proposal Requirements and Conditions                                |
| Section 30                               | Award and Execution of Contract                                     |
| Section 40                               | Scope of Work   |
| Section 50                               | Control of Work   |
| Section 60                               | Control of Materials  |
| Section 70                               | Legal Regulations and Responsibility to Public                      |
| Section 80                               | Execution and Progress  |
| Section 90                               | Measurement and Payment   |
|  | <b>Conditions of the Contract</b>                                   |
| 00 7200                                  | General Conditions  |
| 00 7200-01                               | General Conditions of the Contract for Construction - A232-CMA-2019 |
| 00 73 30                                 | Additional Special Provisions for Federally-Funded Contracts        |
| 00 73 36                                 | State Funded Contract Special Provisions Division A                 |
| 00 7343                                  | Wage Determination Schedule   |
| 00 7343-01                               | MN DOLI Prevailing Wage Rates – Effective 12-12-2022                |
| 00 7343-02                               | US DOLI Prevailing Wage Rates – Effective 01-06-2023                |
| 00 73 45                                 | Minnesota Labor and Wage Rate Requirements                          |
| 00 73 50                                 | Disadvantaged Business Enterprise (DBE) Special Provisions          |
| <b>DIVISION 1 - GENERAL REQUIREMENTS</b> |   |
|  | <b>Price and Payment Procedures</b>                                 |
| 01 1100                                  | Project Summary   |
| 01 1200                                  | List of Work Scopes   |
| 01 1210                                  | General Requirements for All Work Scopes                            |
| 01 1220-01-A                             | Construction Testing and Inspection Services                        |
| 01 1220-01-G                             | Construction Field Engineering                                      |
| 01 1220-03-A                             | Concrete  |
| 01 1220-06-A                             | Carpentry   |

|              |   |
|--------------|---|
| 01 1220-08-A | Doors Frames & Hardware – Material Only       |
| 01 1220-08-D | Specialty Doors                               |
| 01 1220-10-A | General Specialties - Material Only           |
| 01 1220-13-G | Pre-Engineered Metal Building - Material Only |
| 01 1220-13-H | Pre-Engineered Metal Building - Erection Only |
| 01 1220-23-B | Combined Mechanical                           |
| 01 1220-26-A | Electrical                                    |
| 01 1220-31-A | Site Clearing and Earthwork                   |
| 01 2200      | Unit Prices                                   |
| 01 2300      | Alternates                                    |
| 01 25 13     | Product Substitution Procedures               |

**Administrative Requirements**

|         |  |
|---------|--|
| 01 2900 | Payment Procedures                           |
| 01 3100 | Project Management & Coordination Procedures |
| 01 3210 | Project Schedule Requirements                |
| 01 3253 | Project Safety Requirements                  |
| 01 3300 | Submittal Procedures                         |

**Quality Requirements**

|          |   |
|----------|---|
| 01 42 15 | Specification Format Definitions and Abbreviations  |
| 01 42 18 | Reference Standards for Infrastructure Improvements |
| 01 4400  | Quality Assurance Procedures                        |
| 01 45 10 | Quality Control for Building Construction           |

**Temporary Facilities and Controls**

|         |                                   |
|---------|-----------------------------------|
| 01 5000 | Temporary Facilities and Controls |
|---------|-----------------------------------|

**Product Requirements**

|         |                      |
|---------|----------------------|
| 01 6000 | Product Requirements |
|---------|----------------------|

**Execution and Closeout Requirements**

|          |                                |
|----------|--------------------------------|
| 01 7419  | Construction Waste Management  |
| 01 77 00 | Project Closeout Procedures    |
| 01 78 23 | Operation and Maintenance Data |
| 01 78 37 | Product Warranties             |

**DIVISION 2 – EXISTING CONDITIONS**

**Demolition and Structure Moving**

|          |                          |
|----------|--------------------------|
| 02 41 35 | Pavement Marking Removal |
|----------|--------------------------|

**DIVISION 3 - CONCRETE**

**Maintenance of Concrete**

|          |                      |
|----------|----------------------|
| 03 11 00 | Concrete Forming     |
| 03 20 00 | Concrete Reinforcing |

**Cast-in-Place Concrete**

|          |                        |
|----------|------------------------|
| 03 30 00 | Cast-in-Place Concrete |
|----------|------------------------|

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

|          |                                    |
|----------|------------------------------------|
| 07 21 13 | Board Insulation                   |
| 07 29 13 | Pre-Engineered Building Insulation |

**DIVISION 8 – OPENINGS**

**Doors and Frames**

|          |  |
|----------|--|
| 08 11 13 | Hollow Metal Doors and Frames (Commercial) |
|----------|--|



08 34 17                            **Specialty Doors and Frames**  
 Hangar Door System (Bi-Fold)

08 71 00                            **Hardware**  
 Door Hardware

**DIVISION 10 – SPECIALTIES**

10 44 00                            **Interior Specialties**  
 Safety Specialties

**DIVISION 13 – SPECIAL CONSTRUCTION**

13 34 00                            **Special Structures**  
 Fabricated Engineered Structures

**DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

23 05 00                            HVAC Basic Materials & Methods  
 23 05 29                            Hangers & Supports for HVAC & Plumbing Piping & Equipment  
 23 05 53                            Identification for Mechanical & Plumbing Piping & Equipment  
 23 11 23                            Facility Natural-Gas Piping  
 23 34 23                            HVAC Power Ventilators  
 23 55 33.16                        Gas-Fired Unit Heaters

**DIVISION 26 - ELECTRICAL**

26 00 00                            General Provisions for Electrical Systems  
 26 05 19                            Low-Voltage Electrical Power Conductors & Cables  
 26 05 26                            Grounding & Bonding for Electrical Systems  
 26 05 29                            Hangers & Supports for Electrical Systems  
 26 05 33                            Raceways & Boxes for Electrical Systems  
 26 05 44                            Sleeves & Sleeve Seals for Electrical Raceways & Cabling  
 26 05 53                            Identification for Electrical Systems  
 26 24 16                            Panelboards  
 26 27 13                            Electricity Metering  
 26 27 26                            Wiring Devices  
 26 51 19                            LED Interior Lighting  
 26 52 13                            Emergency & Exit Lighting  
 26 56 19                            LED Exterior Lighting

**DIVISION 31 - EARTHWORK**

31 22 20                            **Earthwork Moving**  
 Earthwork for Building Sites  
 31 23 16                            Structure Excavations and Backfills

31 34 10                            **Earthwork Methods**  
 Geosynthetic Installation  
 31 37 00                            Riprap

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

32 11 22                            **Bases, Ballasts, and Paving**  
    **Base Courses**  
 Aggregate Base

32 12 13                            **Flexible Paving**  
 Bituminous Tack Coat  
 32 12 16                            Plant-Mixed Asphalt Pavement

**FAA TECHNICAL SPECIFICATIONS**

|            |   |
|------------|---|
|            | <b>Division C – General Construction Items</b>                        |
| Item C-102 | Temporary Air and Water Pollution, Soil Erosion and Siltation Control |
| Item C-105 | Mobilization  |
|            | <b>Division D – Drainage</b>  |
| Item D-701 | Pipe for Storm Drains and Culverts                                    |
| Item D-705 | Pipe Underdrains for Airports   |
| Item D-751 | Manholes, Catch Basins, Inlets and Inspection Holes                   |
|            | <b>Division F – Fencing</b>   |
| Item F-162 | Chain Link Fence  |
|            | <b>Division P – Pavement Improvements</b>                             |
| Item P-101 | Preparation-Removal of Existing Pavements                             |
| Item P-152 | Excavation, Subgrade, and Embankment                                  |
| Item P-154 | Subbase Course  |
| Item P-620 | Runway and Taxiway Marking  |
|            | <b>Division T – Turfing</b>   |
| Item T-901 | Seeding   |
| Item T-905 | Topsoil   |

**APPENDIX A**

Geotechnical Report

**APPENDIX B**

Equal Employment Opportunity Special Provisions (EEO)  
Form CM 32-34

**APPENDIX C**

Construction Safety Plan Narrative (CSPN)

**APPENDIX D**

DLH Construction Safety Handbook

**APPENDIX E**

City of Duluth Supplementary Provisions – State & Federal Funding

**APPENDIX F**

COVID-19 Project Shutdown Plan

**SECTION 13 34 00****FABRICATED ENGINEERED STRUCTURES****PART 1 GENERAL****1.01 SUMMARY**

- A. Provide:
1. Pre-engineered structural framing members:
    - a. Mainframes.
    - b. Girts.
    - c. Purlins.
  2. Prefinished exterior siding, interior liner and roofing panels.
  3. Exterior siding panels for Bi-Fold Hangar Door.
  4. Flashing and trim.
  5. Snow guards.
  6. Insulation: See section 07 29 13 – Pre-engineered Building Insulation
  7. Vapor retarder: See section 07 29 13 – Pre-Engineered Building Insulation
  8. Bifold doors and operators.
  9. Pre-engineered building accessories.
    - a. Joint seal gaskets.
    - b. Fasteners.
    - c. Joint sealant.
    - d. Welding material.
    - e. Grout.
    - f. Thermal spacers.
- B. Furnish the following for other sections to install including, but not limited to:
1. Embedments.
- C. Perform the following:
1. Professional engineering for a complete building, including structural and exterior envelope systems (excluding foundations and slabs).
- D. The following is not included in this section:
1. Concrete Slabs (Section 03 30 00).
  2. Foundations (Section 03 30 00).
  3. Building Insulation (07 29 13).
  4. Vapor retarder (07 29 13).
  5. Foundation insulation (07 21 13)
  6. Steel Doors and Frames (Section 08 11 13).
  7. Overhead Steel Sectional Doors (Section 08 36 13).
- E. Related Sections:
1. Section 03 30 00 - Cast-in-Place Concrete
  2. Section 07 21 13 - Board Insulation
  3. Section 07 29 13 – Pre-engineered Building Insulation
  4. Section 08 11 13 - Hollow Metal Doors and Frames (Commercial)
  5. Section 08 71 00 - Door Hardware
  6. Section 31 22 20 - Earthwork for Building Sites

**1.02 REFERENCES**

- A. AISC - Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings

- B. AISI:
1. Specification for the Design of Cold-Formed Steel Structural Members
  2. Specifications for the Design of Light-Gage Cold Formed Steel Structural Members
- C. ASTM:
1. A36 - Carbon Structural Steel
  2. A123 - Galvanized Coatings on Iron and Steel Products
  3. A325 - High Strength Bolts for Structural Steel Joints
  4. A500 - Cold-Formed Welded and Seamless Carbon Steel
  5. A525 - General Requirements for Steel Sheet, Zinc-coated (Galvanized) by the Hot Dip Process
  6. A529 - Structural Steel, High Strength Carbon Manganese
  7. A653 - Steel Sheet, Galvanized or Galvannealed by Hot Dip Process
  8. A792 - Steel Sheet, Aluminum Zinc Alloy-Coated by Hot Dip Process
  9. A1011 - Steel, Sheet, Strip, Hot Rolled, Carbon, Structural, High Strength, Low Alloy
  10. E84 - Surface Burning Characteristics of Building Materials

### 1.03 SYSTEM DESCRIPTION

- A. Design Requirements:
1. Design structural components under direct supervision of a professional engineer experienced in design of this work and licensed in the State of Minnesota.
    - a. Framing indicated on plan (such as column locations and beam depths) are illustrative in nature only; these items require design. Items such as building, and door heights indicated on plans must be maintained.
    - b. Members to withstand design loads, calculated in accordance with applicable current codes and as follows. Design members to withstand additional loads of systems suspended from structure. It is the responsibility of the pre-engineered metal building supplier's engineer to develop loads not given. Risk category and some loads are provided on the General Structural Notes of Drawing S0.02. Provide these loads to roofing, doors, siding and other suppliers as necessary.
      - 1) Building shall be designed in accordance with the most restrictive provisions of the following:
        - a) 2020 Minnesota State Building Code
        - b) 2018 International Building Code
        - c) ASCE 7-16
  2. Simple clear span solid-web rigid frame with tapered or straight columns.
  3. Sidewall columns are framed into beam trusses for lateral load resistance.
  4. End wall frame uses simple span solid-web beams.
  5. End wall posts are fixed at base to provide lateral load resistance.
  6. System includes purlins, girts, bracing, roof, interior and exterior wall panels, insulation systems, and accessories indicated on Drawings.
  7. Length and width: Actual building length and width to be structural line to structural line, same as nominal.
  8. Framing: Framing for doors and windows, louvers and vents shall be the responsibility of the building erector and shall be indicated on erection drawings.
  9. Exterior wall and roof system to withstand imposed loads with maximum allowable deflection of span;  $L/180$ .
  10. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.
  11. Assembly to permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 140 degrees F.
  12. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.
  13. Coordinate with HVAC, plumbing, electrical, fire sprinkler and equipment drawings for items supported by the structure. Coordinate opening sizes with architectural.
  14. The building envelope including doors shall be weather-tight and appropriately sealed for rodent control.

**1.04 SUBMITTALS**

- A. Refer to Section 01 33 00. In addition, firms submitting a proposal for furnishing the PEMB (Pre Engineered Metal Building) material package are required to submit a compliance matrix indicating how the product(s) bid meets or exceeds project specifications noted in bid documents. The compliance matrix is due within 72 hours of bid time.
- B. Product Data: Submit manufacturer's current Product Data including specifications, construction drawings, handling, storage and installation instructions, and maintenance and cleaning recommendations.
- C. Structural drawings, details and calculations certified and signed by a licensed engineer in the State of Minnesota, for buildings structural framing and cladding systems.
1. Structural submittal shall provide sufficient information to obtain approvals and permits required from local and state Authorities Having Jurisdiction.
  2. Include column reactions for structural engineer.
  3. Submit with the shop drawings they accompany.
  4. Submit Engineered-stamped and sealed documents for the pre-engineered building to the Engineer, local Building Official, and Owner. Obtain written approvals prior to beginning work.
  5. Calculations must be consistent with any snow loads, Risk Category, collateral load, etc. provided on the structural drawings or they will be rejected without review.
- D. Shop Drawings:
1. Submit Shop Drawings showing system fabrication, erection drawings, including plans, elevations, sections, details of components, joint locations and configurations within system and between system and adjoining system.
  2. Indicate assembly dimensions, locations of structural members, connections, attachments, openings, and loads.
  3. Indicate panel layout, general construction details, anchorages and method of anchorage, method of installation.
  4. Mark components and parts.
  5. Supply erection drawings for identification and assembly of parts.
  6. Indicate framing anchor bolt settings, sizes and locations.
  7. Indicate door, overhead door, bi-fold door anchorages and framing.
  8. Indicate welded connections with AWS A2.0 welding symbols. Indicate net weld lengths.
- E. Samples:
1. Initial Color Selection: Submit manufacturer's standard color samples for each type of finish with Product Data and Shop Drawings.
  2. Color Verification: Prior to shipping, submit each type of finish indicated; in sets for each color, texture, and pattern specified, showing a full range of variations expected in these characteristics. Include notification to Engineer if selection is not within quoted price range.
  3. Components: Submit samples of anchors, fasteners, hardware, assembled corner sections and other materials and components if requested by Engineer
- F. Maintenance Manual: Provide to Owner, maintenance and warranty data in "Maintenance Manual" at Maintenance Demonstration at Substantial Completion.

**1.05 QUALITY ASSURANCE**

- A. Single Source Responsibility: Provide pre-engineered building system units made of components of standard construction furnished by 1 manufacturer as coordinated assemblies.
- B. Qualifications:
1. Manufacturer: 5 years experience in the manufacture of pre-engineered building system, with 6 projects of similar size, scope and type of which 3 have been in successful use for 3 years or longer.

2. Contractor: 3 years experience in the installation of pre-engineered building system.
  3. Personnel: For actual installation of pre-engineered building system, use personnel skilled in work required, completely familiar with manufacturer's recommended methods of installation, thoroughly familiar with requirements of Work.
- C. Regulatory Requirements:
1. Conform to applicable current code for submission of design calculation drawings as required for acquiring permit.
  2. Cooperate with regulatory agency or authority and provide data as requested.
- D. Certifications: Provide to Engineer, certification of installer from manufacturer of pre-engineered building system.
- E. Field Samples: If requested, furnish sample of each type of pre-engineered building system to Engineer for review prior to manufacture/installation. Engineer will forward approved sample to the Site for installation.
- F. Preinstallation Meetings: Installer and manufacturer's technical representative shall meet with Engineer prior to the start of installation.

### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver (F.O.B. jobsite) the following building materials and pre-assembled components (to be received by the installing contractor for unloading and temporary storage while under construction):
1. Roof structure, roof insulation, steel roofing panels, and trim.
  2. Doors, windows, frames, and hardware.
  3. Wall louvers and vents.
  4. Interior wall and roof insulation and liner panels.

### 1.07 PROJECT CONDITIONS

- A. Existing Conditions: Drawings do not purport to show actual dimensions, but are intended only to establish location and scope of Work. Field-verify dimensions and assume full responsibility for their accuracy.

### 1.08 WARRANTY

- A. Building:
1. Provide 25-year warranty for exterior prefinished surfaces to cover prefinished color coat against chipping, cracking or crazing, blistering, peeling, chalking or fading.
  2. Provide 20-year warranty for weather tightness of building enclosure elements after installation.
  3. Provide, at the least, a 5-year warranty for the building including the frame, walls, and roof.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Building System:
1. Standard of Quality: design is based on products of Nucor Building Systems  
[www.nucorbuildingsystems.com](http://www.nucorbuildingsystems.com)
  2. Other Acceptable Manufacturers: Subject to compliance with specified requirements, acceptable manufacturers and products are:
    - a. ABCO American [www.abocoamer.com](http://www.abocoamer.com)
    - b. Ceco Buildings [www.cecobuildings.com](http://www.cecobuildings.com)
    - c. Chief Buildings [www.chiefbuildings.com](http://www.chiefbuildings.com)
    - d. Erect-A-Tube, Inc. [www.erect-a-tube.com](http://www.erect-a-tube.com)
    - e. Butler Manufacturing Company [www.butlermfg.com](http://www.butlermfg.com)

- f. Star Building Systems [www.starbuildings.com](http://www.starbuildings.com)
- g. Varco-Pruden Buildings [www.vp.com](http://www.vp.com)
- h. American Buildings [www.americanbuildings.com](http://www.americanbuildings.com)
- i. Manufacturer of comparable products submitted in compliance with Section 01 25 13.

B. Insulation and vapor retarder: See section 07 29 13 – pre-engineered building insulation

## 2.02 MATERIALS

### A. Building System:

1. Framing:
  - a. Structural steel members: ASTM A36.
  - b. Structural tubing: ASTM A500, Grade C.
  - c. Plate or bar stock: ASTM A529.
  - d. Purlins, girts, eave struts and "C." sections: ASTM A1011.
  - e. Primer: FS TT-P-636, red or brown, rust inhibitive type.
2. Panels:
  - a. Sheet steel stock: Galvanized to ASTM A525 G90 designation.
3. Insulation: Insulation and vapor retarder: See section 07 29 13 – Pre-engineered building insulation.
4. Accessories:
  - a. Joint seal gaskets: Manufacturer's standard type.
  - b. Thermal spacer blocks: Where panels attach directly to purlins, provide 3/4-inch-thick thermal spacer blocks, fabricated from expanded polystyrene.
  - c. Fasteners:
    - 1) Anchor bolts: ASTM A325, unprimed; specified by building manufacturer's standard anchor bolt layout drawings.
    - 2) Bolts, nuts and washers: ASTM A325; proper size, strength indicated on erection drawings.
    - 3) Panel screws: Manufacturer's standard type, galvanized to ASTM A123, 1.25 ounces per square foot, finish to match adjacent surfaces when exposed.
  - d. Welding materials: AWS D1.1; type required for materials being welded.
  - e. Grout: Non-shrink type, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents, capable of developing minimum compressive strength of and 7,000 psi in 28 days.
  - f. Roof Curbs: Welded units fabricated for Metal Roof application. Minimum 18 gauge Galvalume coated steel, with welds cleaned and treated with protective coating compatible with the Galvalume substrate.
    - 1) Top of curb to be level with ground, with 1 1/2" top flange.
    - 2) Curb walls insulated with 1 1/2"-3lb.density fiberglass insulation.
    - 3) Welded cricket on upslope side of curb to divert water.
    - 4) Metal or plastic rib covers supplied loose for flexibility when installing curb.
    - 5) Standard sub-frame shall be minimum 16 gauge steel.
    - 6) All fasteners and sealants required for installation shall be furnished by Roof Curb manufacturer

## 2.03 COMPONENTS

### A. Framing:

1. Structural Mill Sections or Welded-up Plate Sections: Design in accordance with referenced AISI standard.
2. Cold-Formed Steel Structural Members: Design in accordance with referenced AISI standard.
3. Fabricate members in accordance with AISC Specification for plate, bar, tube or rolled structural shapes.
4. Girts/Purlins: Rolled formed structural shape to receive siding, roofing and liner sheet.
5. Overhead Door Framing: Formed steel sections braced to building frame.

- B. Panels:
1. Siding:
    - a. Metal thickness: Minimum 26 gage.
    - b. Width: 36-inches.
    - c. Exposed fasteners.
    - d. Profile: Rib profile, 1-1/2 inches deep nominal; lapped edges fitted with continuous gaskets.
  2. Interior Liner Panels:
    - a. Metal thickness: Minimum 29 gage.
    - b. Width: 36-inches.
    - c. Exposed fasteners.
    - d. Profile: Rib profile, 1-1/2 inches deep nominal.
  3. Roofing:
    - a. Metal thickness: Minimum 24 gage.
    - b. Profile: Standing seam design rolled from roof panels with concealed mounting clips.
    - c. Wind uplift rating: Conforming to UL Class 90.
    - d. Concealed fasteners.
    - e. Width: 24-inches
- C. Flashing and Trim:
1. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed to required angles. Back brace mitered internal corners.
  2. Expansion Joints: Same material and finish as adjacent material manufacturer's standard brake formed of profile to suit system.
  3. Flashings, Closure Pieces, Facia and Caps: Same material and finish as adjacent material, profile to suit system.
- D. Insulation and vapor retarder: See section 07 29 13 – Pre-engineered building insulation.
- E. Snow Guards:
1. Prefabricated, noncorrosive units designed to be installed without penetrating roof panel, and complete with predrilled holes, clamps, or hooks for anchoring.
    - a. Plastic-type guard: Polycarbonate, designed for attachment to roof surface using silicone or polyurethane sealant or adhesive tape, as recommended by manufacturer.
      - 1) Products: Subject to compliance with requirements, provide one of the following:
        - a) Polar Blox [www.polarblox.com](http://www.polarblox.com)
        - b) SNOJAX [www.snojax.com](http://www.snojax.com)
        - c) SNO-GEM [www.888snogems.com](http://www.888snogems.com)
    - b. Metal-type guard: Consisting of aluminum or stainless-steel rods or bars held in place by supports clamped to vertical ribs of standing seam roof.
      - 1) Products: Subject to compliance with requirements, provide one of the following:
        - a) S-5! [www.s-5solutions.com](http://www.s-5solutions.com)
        - b) Snoblox [www.snowblox.com](http://www.snowblox.com)
        - c) Vermont Snowguard [www.snowmanagement.com](http://www.snowmanagement.com)
- F. Doors:
1. Section 08 11 13 - Hollow Metal Doors and Frames (Commercial)
  2. Section 08 34 17 – Bi-Fold Hangar Door Systems
- G. Accessories:
1. Sealant: Manufacturer's standard type, non-staining, elastomeric, skinning.
  2. Fasteners:
    - a. Anchor bolts: Formed with bent shank, assembled with template for casting into concrete.
    - b. Panel fasteners: To maintain load requirements and weather tight installation; same finish as cladding.
  3. Other Materials: Materials not specifically described but required for complete, proper installation of pre-engineered building system, subject to acceptance of Engineer.



## 2.04 FINISHES

- A. Framing Members: Clean, prepare and shop prime.
- B. Panels and Accessories:
  - 1. Precoated silicone polyester on G90 galvanized steel. Color as selected by Engineer from manufacturer's standard range.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Work of Other Trades: Prior to commencing work, carefully inspect and verify that work is complete to point where this installation may properly commence.
- B. Verification of Conditions: Verify that pre-engineered building system may be installed in accordance with original design, pertinent codes and regulations, and pertinent portions of referenced standards.
- C. Discrepancies: Immediately notify Engineer in writing. Do not proceed with installation in areas of discrepancy until fully resolved. Commencement of installation signifies acceptance of surface conditions.

### 3.02 PREPARATION

- A. Protection: Protect installed work and materials of other trades.

### 3.03 ERECTION

- A. Framing:
  - 1. Erect framing in accordance with AISC specification.
  - 2. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.
  - 3. Set column base plates with non-shrink grout to fill plate bearing.
  - 4. Do not field cut or alter structural members without approval of Engineer and building manufacturer.
  - 5. After erection, prime welds, abrasions and surfaces not shop primed.
  - 6. Field Modification of Parts: Comply with best standard procedures. This is responsibility of building erector. Do not make field modifications on framing members unless specified on erection drawing.
- B. Panels:
  - 1. Install in accordance with manufacturer's instructions.
  - 2. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
  - 3. Fasten cladding system to structural supports, aligned level and plumb.
  - 4. Locate end laps over supports. End laps nominal 2 inches. Place sidelaps over bearing.
- C. Flashings and Trim: Provide expansion joints where indicated.
- D. Insulation and vapor retarder: See section 07 29 13 – Pre-engineered building insulation.
- E. Doors: Install door frames, doors, and windows in accordance with manufacturer's instructions.
- F. Accessories:
  - 1. Gaskets: Install gaskets to prevent weather penetration.
  - 2. Joint Sealants:
    - a. Install joint sealant to prevent weather penetration.

- b. Seal wall and roof accessories watertight and weather tight.
3. Use exposed fasteners.

### **3.04 CONSTRUCTION**

- A. Site Tolerances:
  1. Framing Members: 1/4 inch from level; 1/4 inch from plumb. Additional tolerances per AISC.
  2. Siding and Roofing: 1/8 inch from true position.

### **3.05 REPAIR/RESTORATION**

- A. Touch up marred finishes, but replace units that cannot be restored to factory-finished appearance. Use materials, procedures recommended or furnished by manufacturer.

### **3.06 FIELD-QUALITY CONTROL**

- A. Manufacturer's Field Services: Provide inspection of construction by manufacturer's representative after building has been erected, prior to Substantial Completion. Provide 1 week's notice to Engineer.

### **3.07 ADJUSTING**

- A. Adjust operable units to function in proper manner and easily without binding.
- B. Building System: Free of rattles, noise due to thermal movement and wind whistles.
- C. Replace damaged materials with new materials complying with specified requirements.

### **3.08 CLEANING**

- A. Site: Do not allow accumulation of scraps, debris arising from work of this Section. Maintain premises in neat, orderly condition.
- B. System:
  1. Remove temporary coverings and other provisions made to minimize soiling of other work.
  2. Promptly repair surfaces stained, marred or otherwise damaged during work.
  3. Clean exposed surfaces of pre-engineered building system, using materials and methods recommended by manufacturer.
  4. When work is completed, remove unused materials, containers, equipment, and debris.

### **3.09 DEMONSTRATION**

- A. General Requirements: Provide VHS video tape of demonstrations to Owner.
- B. Startup Services: Provide the services of a factory-authorized service representative to provide start-up service and to demonstrate and train Owner's representative:
  1. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
  2. Train Owner's representative on procedures and schedules related to startup and shutdown, troubleshooting, servicing and preventative maintenance.
  3. Review data in the "Operating and Maintenance Manual."
- C. Maintenance Instructions: Manufacturer's representative to schedule and attend meeting with Owner's representatives to explain:
  1. Maintenance and Care Instructions.
  2. Recommended Maintenance Program.
  3. Warranty Requirements.

**3.10 PROTECTION**

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer to ensure work is without damage or deterioration at time of Substantial Completion.

**3.11 PAYMENT**

- A. Payment for all materials and work under this section shall be included in the "Pre-Engineered Metal Building" item as listed on the Bid Form.

**END OF SECTION**

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## Appendix B

### Equal Employment Opportunity Special Provisions (EEO)



# EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS  
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30<sup>th</sup> of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.



## MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

## **APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS**

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

### Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

## **NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS**

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

## SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

### 1. General.

**a.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

**b.** The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

**c.** The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

### 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.** The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

### 4. Dissemination of Policy.

**a.** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

**b.** In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

### 5. Recruitment.

**a.** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

**b.** The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

**c.** The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

**6. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

**a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

**b.** The contractor will periodically evaluate the spread of wages paid within each

**SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)**

classification to determine any evidence of discriminatory wage practices.

**c.** The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

**d.** The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

**7. Training and Promotion.**

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

**c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

**d.** The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.** If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

**b.** The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

**c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

**d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

**9. Subcontracting.**

**a.** The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

**b.** The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

**a.** The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

**b.** All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

**c.** The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

*Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
  - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.



**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
  - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

**EQUAL OPPORTUNITY CLAUSE**  
**(41 CFR Part 60-1.4 b, 7-1-96 Edition)**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## Minority and Women Employment Goals

| County            | Federal Goals |             | State Goals   |             |
|-------------------|---------------|-------------|---------------|-------------|
|                   | Minority Goal | Female Goal | Minority Goal | Female Goal |
| Aitkin            | 2.2%          | 6.9%        | 12%           | 9%          |
| Anoka             | 2.9%          | 6.9%        | 22%           | 15%         |
| Becker            | 0.7%          | 6.9%        | 12%           | 9%          |
| Beltrami          | 2.0%          | 6.9%        | 12%           | 9%          |
| Benton            | 0.5%          | 6.9%        | 15%           | 12%         |
| Big Stone         | 2.2%          | 6.9%        | 15%           | 9%          |
| Blue Earth        | 2.2%          | 6.9%        | 15%           | 9%          |
| Brown             | 2.2%          | 6.9%        | 15%           | 9%          |
| Carlton           | 1.2%          | 6.9%        | 12%           | 9%          |
| Carver            | 2.9%          | 6.9%        | 22%           | 15%         |
| Cass              | 2.2%          | 6.9%        | 12%           | 9%          |
| Chippewa          | 2.2%          | 6.9%        | 15%           | 9%          |
| Chisago           | 2.9%          | 6.9%        | 15%           | 12%         |
| Clay              | 0.7%          | 6.9%        | 12%           | 9%          |
| Clearwater        | 2.0%          | 6.9%        | 12%           | 9%          |
| Cook              | 1.2%          | 6.9%        | 12%           | 9%          |
| Cottonwood        | 0.8%          | 6.9%        | 15%           | 9%          |
| Crow Wing         | 2.2%          | 6.9%        | 12%           | 9%          |
| Dakota            | 2.9%          | 6.9%        | 22%           | 15%         |
| Dodge             | 0.9%          | 6.9%        | 15%           | 9%          |
| Douglas           | 2.2%          | 6.9%        | 12%           | 9%          |
| Faribault         | 2.2%          | 6.9%        | 15%           | 9%          |
| Fillmore          | 0.9%          | 6.9%        | 15%           | 9%          |
| Freeborn          | 0.9%          | 6.9%        | 15%           | 9%          |
| Goodhue           | 2.2%          | 6.9%        | 15%           | 9%          |
| Grant             | 2.2%          | 6.9%        | 12%           | 9%          |
| Hennepin          | 2.9%          | 6.9%        | 32%           | 20%         |
| Houston           | 0.6%          | 6.9%        | 15%           | 9%          |
| Hubbard           | 2.0%          | 6.9%        | 12%           | 9%          |
| Isanti            | 2.2%          | 6.9%        | 15%           | 12%         |
| Itasca            | 1.2%          | 6.9%        | 12%           | 9%          |
| Jackson           | 0.8%          | 6.9%        | 15%           | 9%          |
| Kanabec           | 2.2%          | 6.9%        | 15%           | 12%         |
| Kandiyohi         | 2.2%          | 6.9%        | 15%           | 12%         |
| Kittson           | 2.0%          | 6.9%        | 12%           | 9%          |
| Koochiching       | 1.2%          | 6.9%        | 12%           | 9%          |
| Lac Qui Parle     | 2.2%          | 6.9%        | 15%           | 9%          |
| Lake              | 1.2%          | 6.9%        | 12%           | 9%          |
| Lake of the Woods | 2.0%          | 6.9%        | 12%           | 9%          |
| Le Sueur          | 2.2%          | 6.9%        | 15%           | 9%          |
| Lincoln           | 0.8%          | 6.9%        | 15%           | 9%          |
| Lyon              | 0.8%          | 6.9%        | 15%           | 9%          |
| Mahnomen          | 2.0%          | 6.9%        | 12%           | 9%          |

Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Updated 07/17

|                 |      |      |     |     |
|-----------------|------|------|-----|-----|
| Marshall        | 2.0% | 6.9% | 12% | 9%  |
| Martin          | 2.2% | 6.9% | 15% | 9%  |
| McLeod          | 2.2% | 6.9% | 15% | 12% |
| Meeker          | 2.2% | 6.9% | 15% | 12% |
| Mille Lacs      | 2.2% | 6.9% | 15% | 12% |
| Morrison        | 2.2% | 6.9% | 12% | 9%  |
| Mower           | 0.9% | 6.9% | 15% | 9%  |
| Murray          | 0.8% | 6.9% | 15% | 9%  |
| Nicollet        | 2.2% | 6.9% | 15% | 9%  |
| Nobles          | 0.8% | 6.9% | 15% | 9%  |
| Norman          | 2.0% | 6.9% | 12% | 9%  |
| Olmsted         | 1.4% | 6.9% | 15% | 9%  |
| Otter Tail      | 2.2% | 6.9% | 12% | 9%  |
| Pennington      | 2.0% | 6.9% | 12% | 9%  |
| Pine            | 2.2% | 6.9% | 15% | 12% |
| Pipestone       | 0.8% | 6.9% | 15% | 9%  |
| Polk            | 1.2% | 6.9% | 12% | 9%  |
| Pope            | 2.2% | 6.9% | 12% | 9%  |
| Ramsey          | 2.9% | 6.9% | 32% | 20% |
| Red Lake        | 2.0% | 6.9% | 12% | 9%  |
| Redwood         | 0.8% | 6.9% | 15% | 9%  |
| Renville        | 2.2% | 6.9% | 15% | 12% |
| Rice            | 2.2% | 6.9% | 15% | 9%  |
| Rock            | 0.8% | 6.9% | 15% | 9%  |
| Roseau          | 2.0% | 6.9% | 12% | 9%  |
| Scott           | 2.9% | 6.9% | 22% | 15% |
| Sherburne       | 0.5% | 6.9% | 15% | 12% |
| Sibley          | 2.2% | 6.9% | 15% | 9%  |
| St. Louis       | 1.0% | 6.9% | 12% | 9%  |
| Stearns         | 0.5% | 6.9% | 15% | 12% |
| Steele          | 0.9% | 6.9% | 15% | 9%  |
| Stevens         | 2.2% | 6.9% | 12% | 9%  |
| Swift           | 2.2% | 6.9% | 15% | 9%  |
| Todd            | 2.2% | 6.9% | 12% | 9%  |
| Traverse        | 2.2% | 6.9% | 12% | 9%  |
| Wabasha         | 0.9% | 6.9% | 15% | 9%  |
| Wadena          | 2.2% | 6.9% | 12% | 9%  |
| Waseca          | 2.2% | 6.9% | 15% | 9%  |
| Washington      | 2.9% | 6.9% | 22% | 15% |
| Watsonwan       | 2.2% | 6.9% | 15% | 9%  |
| Wilkin          | 0.7% | 6.9% | 12% | 9%  |
| Winona          | 0.6% | 6.9% | 15% | 9%  |
| Wright          | 2.9% | 6.9% | 15% | 12% |
| Yellow Medicine | 2.2% | 6.9% | 15% | 9%  |

**Minnesota Department of Transportation**  
 Office of Civil Rights  
 Contractor Employment Data

**1. Contractor Name and Address:**

**Phone:** \_\_\_\_\_

| <b>2. Employment Data</b>          |  | b) Social Security # | c) New Hire<br>(Y or N) | d) Ethnicity | e) Gender<br>(M or F) | f) Trade/Foreman,<br>Supervisors, Managers | g) Level<br>(A, J, or T) |
|------------------------------------|--|----------------------|-------------------------|--------------|-----------------------|--|--------------------------|
| a) Name: Last Name, First Name, MI |  |                      |                         |              |                       |  |                          |
| 1.                                 |  |                      |                         |              |                       |  |                          |
| 2.                                 |  |                      |                         |              |                       |  |                          |
| 3.                                 |  |                      |                         |              |                       |  |                          |
| 4.                                 |  |                      |                         |              |                       |  |                          |
| 5.                                 |  |                      |                         |              |                       |  |                          |
| 6.                                 |  |                      |                         |              |                       |  |                          |
| 7.                                 |  |                      |                         |              |                       |  |                          |
| 8.                                 |  |                      |                         |              |                       |  |                          |
| 9.                                 |  |                      |                         |              |                       |  |                          |
| 10.                                |  |                      |                         |              |                       |  |                          |
| 11.                                |  |                      |                         |              |                       |  |                          |
| 12.                                |  |                      |                         |              |                       |  |                          |
| 13.                                |  |                      |                         |              |                       |  |                          |
| 14.                                |  |                      |                         |              |                       |  |                          |
| 15.                                |  |                      |                         |              |                       |  |                          |
| 16.                                |  |                      |                         |              |                       |  |                          |
| 17.                                |  |                      |                         |              |                       |  |                          |
| 18.                                |  |                      |                         |              |                       |  |                          |
| 19.                                |  |                      |                         |              |                       |  |                          |
| 20.                                |  |                      |                         |              |                       |  |                          |
| 21.                                |  |                      |                         |              |                       |  |                          |
| 22.                                |  |                      |                         |              |                       |  |                          |
| 23.                                |  |                      |                         |              |                       |  |                          |
| 24.                                |  |                      |                         |              |                       |  |                          |
| 25.                                |  |                      |                         |              |                       |  |                          |
| 26.                                |  |                      |                         |              |                       |  |                          |
| 27.                                |  |                      |                         |              |                       |  |                          |

## **INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA**

**This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)**

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
  - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 2b. Social Security Number self-explanatory.
  - 2c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 2e. Gender is to be indicated with an “M” for Males or an “F” for Females.
  - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
  - 2g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.  
(Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3015.**



Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Revised 07/12

|  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
|--|--|--|--|---|--|---|--|--|--|--------------------------------------|--|---|--|
| <b>Minnesota Department of Transportation</b><br><b>Office of Civil Rights</b><br><b>Monthly Employment Compliance Report</b><br><b>EEO-13</b> |  | <b>1. SP</b> <input type="checkbox"/> <b>SAP</b> <input type="checkbox"/><br>(Check one)<br><b>SP#</b> _____<br>County or City _____ |  | <b>3. Contractor Name:</b><br><br><b>Federal Tax ID:</b><br>Street Address: _____<br>City, State Zip _____                      |  | <b>4. Prime</b> <input type="checkbox"/> <b>Subcontractor</b> <input type="checkbox"/><br>(check one)<br><br>5. Dollar Amount of Contract: _____<br><br>6. Percent of Completion: _____ |  |  |  |                                      |  |   |  |
| <b>2. Reporting Period</b><br>_____ to _____   |  | <b>c) New Hire</b><br>(Y or N) _____   |  | <b>d) Ethnicity</b><br>_____  |  | <b>e) Gender</b><br>M or F) _____   |  | <b>Trade/Foreman, Supervisors, Managers</b><br>_____ |  | <b>g) Level</b><br>(A, J or T) _____ |  | <b>h) Hours Worked This Period</b><br>_____ |  |
| <b>7. Employment Data</b><br>a) Name: Last, First Middle Initial   |  | <b>b) Social Security #</b>  |  |   |  |   |  |  |  |                                      |  |   |  |
| 1.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 2.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 3.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 4.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 5.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 6.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 7.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 8.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 9.   |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 10.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 11.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 12.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 13.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 14.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 15.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 16.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 17.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 18.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 19.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| 20.  |  |  |  |   |  |   |  |  |  |                                      |  |   |  |
| <b>8. Contract Goals</b><br>MINNESOTA GOALS                      %OBTAINED<br>_____ %    Minority _____ %<br>_____ %    Women _____ %          |  | <b>9. Prepared by: (Signature)</b><br><br>_____<br>Print Name: _____<br>Title: _____<br>Date: _____<br>Phone: _____ Fax: _____       |  | <b>10. Reviewed by: (Signature)</b><br><br>_____<br>Print Name: _____<br>Title: _____<br>Date: _____<br>Phone: _____ Fax: _____ |  |   |  |  |  |                                      |  |   |  |

**INSTRUCTIONS FOR EEO-13**  
MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State **Project #**, county project is located in, are you a prime or sub, and contract value.
  6. Percent of Completion is the estimated percentage of work completed including this reporting period.
  7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
    - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
    - 7b. Social Security Number self-explanatory.
    - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
    - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
    - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
    - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
    - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
    - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
  8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
  9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
  10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.
- The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15<sup>th</sup> day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.**

# EEO COMPLIANCE REVIEW REPORT

Total Company Workforce  
(For 12 Month Period Preceding July 30<sup>th</sup> of the previous year)

Name and Address of Contractor

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Name and Title of Corporate Officer

Name of EEO Officer

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| Job Categories         | Total Employees |   | Total Minorities |   | Blacks |   | Asian/<br>Pacific Is. |   | American Indian |   | Hispanic |   | On-the-Job Trainees |   |
|------------------------|-----------------|---|------------------|---|--------|---|-----------------------|---|-----------------|---|----------|---|---------------------|---|
|                        | M               | F | M                | F | M      | F | M                     | F | M               | F | M        | F | M                   | F |
| Officials (Managers)   |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Supervisors            |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Foremen/Women          |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Clerical               |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Equipment Operators    |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Mechanics              |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Truck Drivers          |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Iron Workers           |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Carpenters             |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Cement Masons          |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Electricians           |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Pipefitters & Plumbers |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Painters               |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Laborers               |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| Misc. Trades           |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| <b>Total</b>           |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |
| On-the-Job Trainees    |                 |   |                  |   |        |   |                       |   |                 |   |          |   |                     |   |



MINNESOTA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING PROGRAM
TRAINEE ASSIGNMENT

SP #: \_\_\_\_\_ Location: \_\_\_\_\_ District: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Training Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

TRAINEE

Job Title or Trade Classification: \_\_\_\_\_ Number of Training Hours on this Project: \_\_\_\_\_

Name: \_\_\_\_\_ S.S.#: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Approximate Start Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: \_\_\_\_\_

1. Ethnic Background: Hispanic \_\_\_\_\_; Black \_\_\_\_\_; Asian/Pacific Islander \_\_\_\_\_; White \_\_\_\_\_; Am. Ind/Alaskan \_\_\_\_\_ (Verify with Tribal I.D. # or Affiliation \_\_\_\_\_).
2. Male; \_\_\_\_\_ Female; \_\_\_\_\_.





Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights  
**On-the-Job Training (OJT) Program Approval Form**

07/12

The Special Provisions of the contract clearly indicate that training and upgrading of minorities and women toward Journey worker status is the primary objective of the training provisions.

|     |                      |   |
|-----|----------------------|---|
| We, |                      | , submit the following training program for (Trade) for approval. |
|     | (Name of Contractor) |   |
|     |                      |   |

**I. Project Information**

|                             |        |         |                |     |
|-----------------------------|--------|---------|----------------|-----|
| Contractor Name             | S.P. # | County  | Prime          | Sub |
|                             |        |         |                |     |
| Address                     | City   | State   | Zip            |     |
|                             |        |         |                |     |
| Contact Person/ EEO Officer |        | Phone # | e-mail address |     |
|                             |        |         |                |     |
| Project Goals               |        |         |                |     |
| Trainees                    | Hours  |         |                |     |
|                             |        |         |                |     |

**II. Project Training Plan Information**

| Trade | # of Trainees Projected | Hourly Assignment per Trainee | Estimated Start Date | Estimated End Date | Recruiting Resource |
|-------|-------------------------|-------------------------------|----------------------|--------------------|---------------------|
|       |                         |                               |                      |                    |                     |
|       |                         |                               |                      |                    |                     |
|       |                         |                               |                      |                    |                     |
|       |                         |                               |                      |                    |                     |
|       |                         |                               |                      |                    |                     |

|                             |
|-----------------------------|
| Planned Training Activities |
|                             |

**III. Contractor Acknowledgment Statement.**

I understand and will comply fully with the plans and specifications under which this training is being performed, and will report subsequent revisions to the training program as changes occur.

|                                       |       |      |
|---------------------------------------|-------|------|
|                                       |       |      |
| Contractor's Representative Signature | Title | Date |

**IV. Instruction for the Contractor.**

**The contractor's proposed training programs must be documented on this form and submitted as indicated in the Proposal. Your Company's compliance with this specification will factor into any and all employment related "Good Faith Effort" determinations.**



## On-the-Job Training Program Trainee Termination Form

|                                   |                               |  |                     |                                |
|-----------------------------------|-------------------------------|--|---------------------|--------------------------------|
| Contractor Name                   |                               | County                                   | Prime               | Sub                            |
| Address                           |                               | City                                     | State               | Zip                            |
| EEO Officer                       |                               | Phone #                                  | e-mail address      |                                |
| Trainee Name                      |                               | Phone #                                  | Social Security No. |                                |
| Address                           |                               | City                                     | State               | Zip                            |
| <b>Race/Ethnicity</b>             |                               |  |                     |                                |
| <input type="checkbox"/> Hispanic |                               | <input type="checkbox"/> White           |                     | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black    |                               | <input type="checkbox"/> American Indian |                     | <input type="checkbox"/> Other |
| Gender                            |                               | Classification/Trade                     |                     | S.P. #                         |
| <input type="checkbox"/> Female   | <input type="checkbox"/> Male |  |                     |                                |
| Start Date                        | Termination Date              | Hours Assigned                           | Hrs Completed       |                                |
|                                   |                               |  |                     |                                |

**Reason for Termination/Separation/Layoff:**

|   |
|---|
| <input type="checkbox"/> Construction phase completed                   |
| <input type="checkbox"/> Death  |
| <input type="checkbox"/> Fired (please explain below)                   |
| <input type="checkbox"/> Illness/health problems                        |
| <input type="checkbox"/> Lack of transportation and /or travel distance |
| <input type="checkbox"/> Military duty                                  |
| <input type="checkbox"/> Relocated                                      |
| <input type="checkbox"/> Personal                                       |
| <input type="checkbox"/> Quit to work for another company               |
| <input type="checkbox"/> Other (please explain below)                   |

**Please provide comments:**

|                                       |       |      |
|---------------------------------------|-------|------|
| Contractor's Representative Signature | Title | Date |
|---------------------------------------|-------|------|

**MAIL or Fax THE ORIGINAL and MAINTAIN COPY:  
395 John Ireland Boulevard  
St. Paul, MN 55155-1899  
Office of Civil Rights M.S. 170  
On-The -Job Training Coordinator  
Fax # 651/366-3129**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE BIDDER.

The bidder hereby certifies the he/she has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that he/she has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
*(Company)*

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

\_\_\_\_\_  
*(Title)*

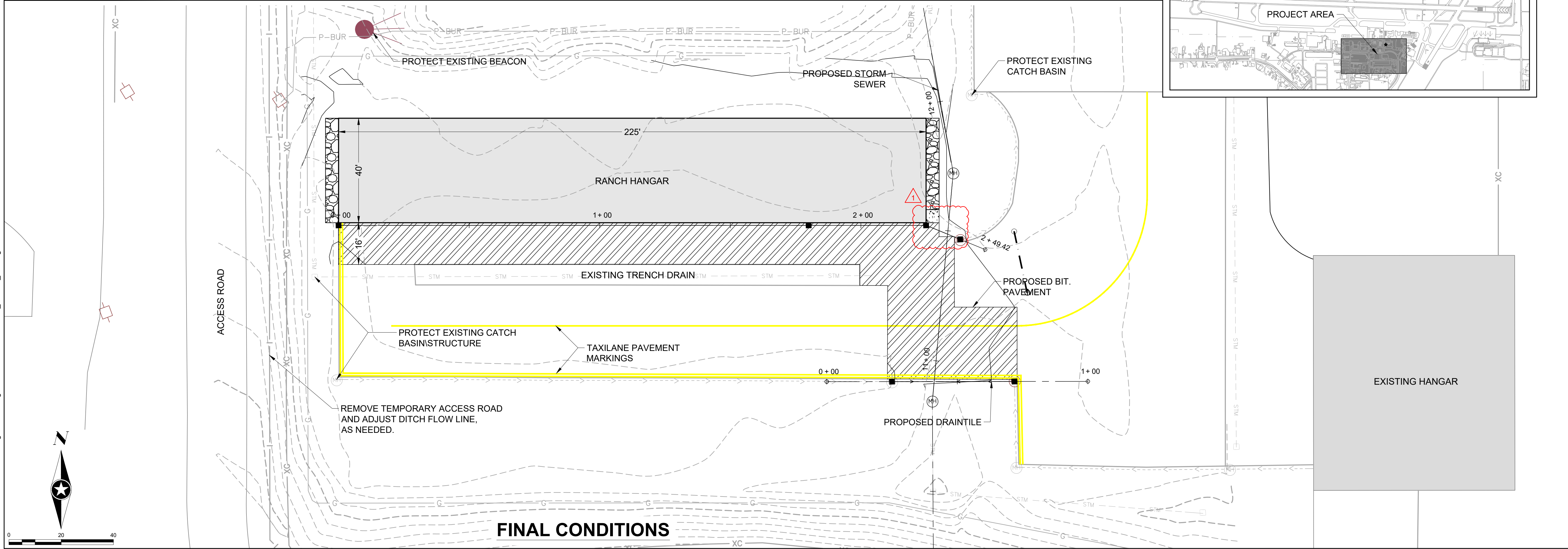
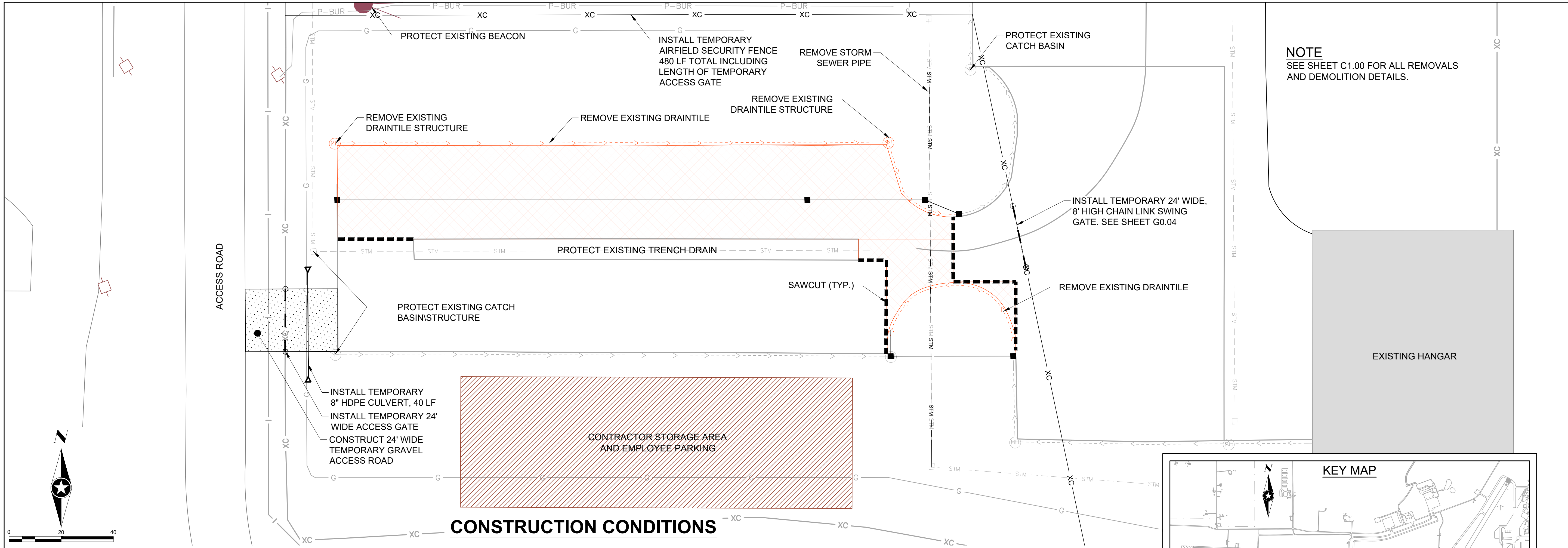
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Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are exempt from the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

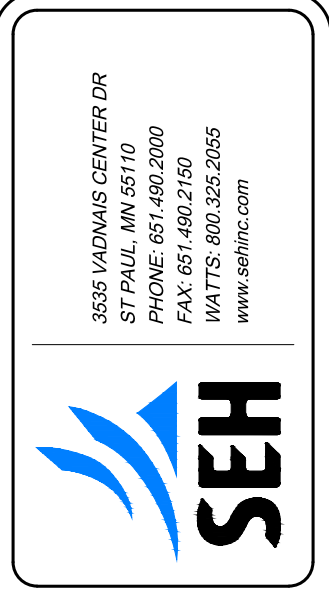
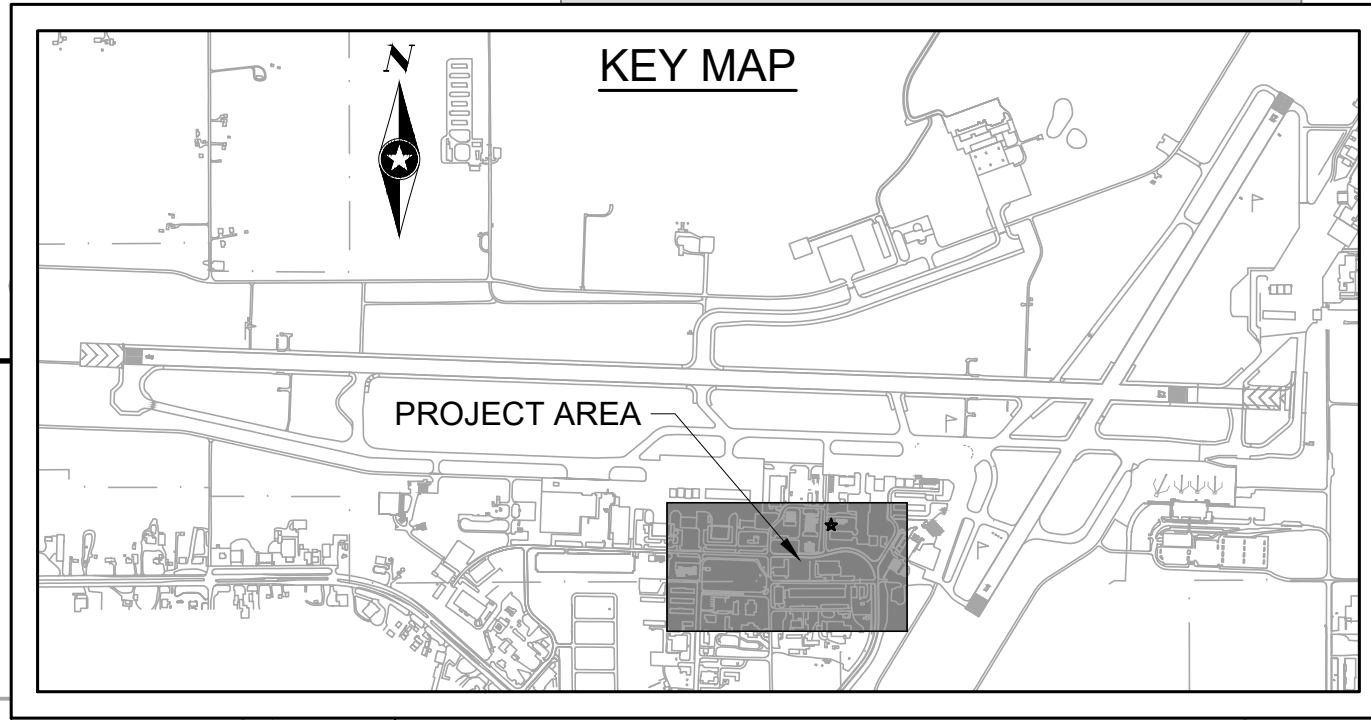
Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**NOTE**  
SEE SHEET C1.00 FOR ALL REMOVALS AND DEMOLITION DETAILS.



HEREBY CERTIFY THAT THE PLAN, SPECIFICATION, OR CONTRACT DOCUMENTS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Shawn T. McMillon, PE  
DATE: \_\_\_\_\_ LICENSE NO.: 08956

DULUTH INTERNATIONAL AIRPORT (DLH)  
2023 RANCH HANGAR  
DULUTH, MN

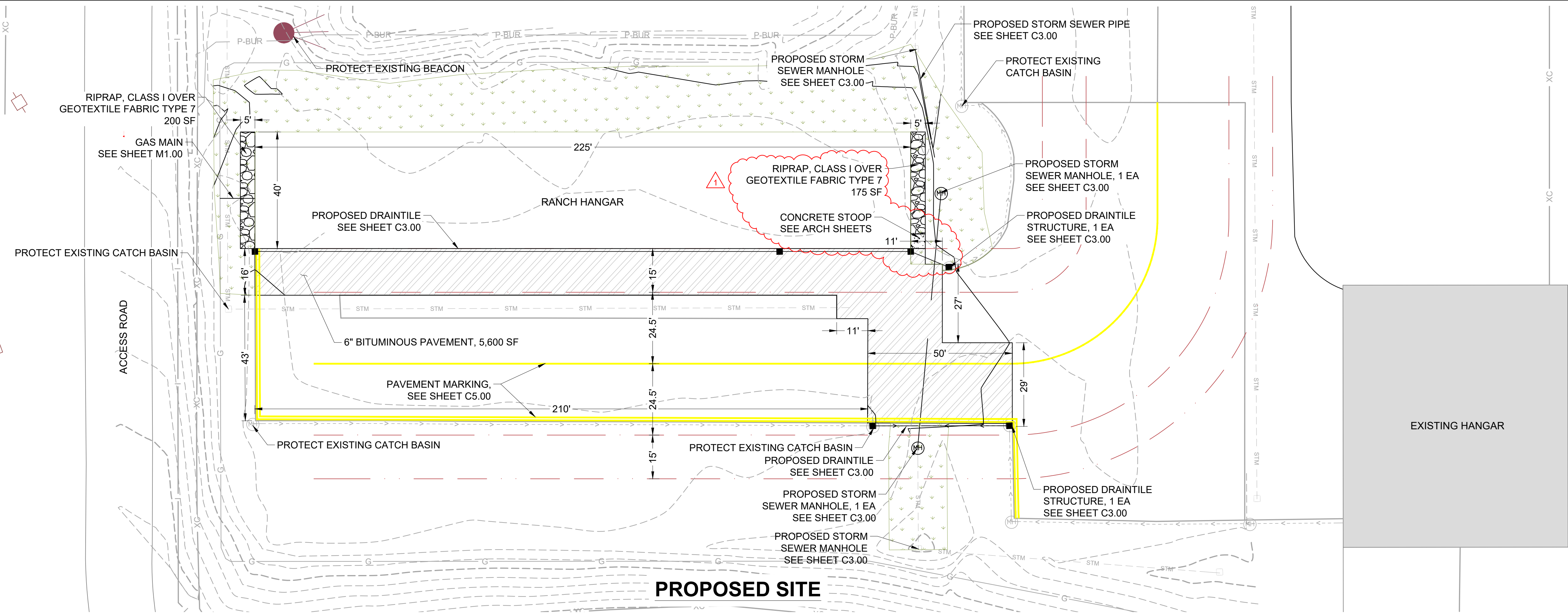
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| 1    | 02/22/2023 | ADDENDUM #2 |           |

SEH FILE NO. DULAL\_170373  
STATE PROJECT NO. 02-08-2023  
ISSUE DATE N/A  
DESIGNED BY S/JL  
DRAWN BY S/JL  
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SHEET TITLE  
CONSTRUCTION SAFETY PLAN - PHASING






SHEET  
G0.03

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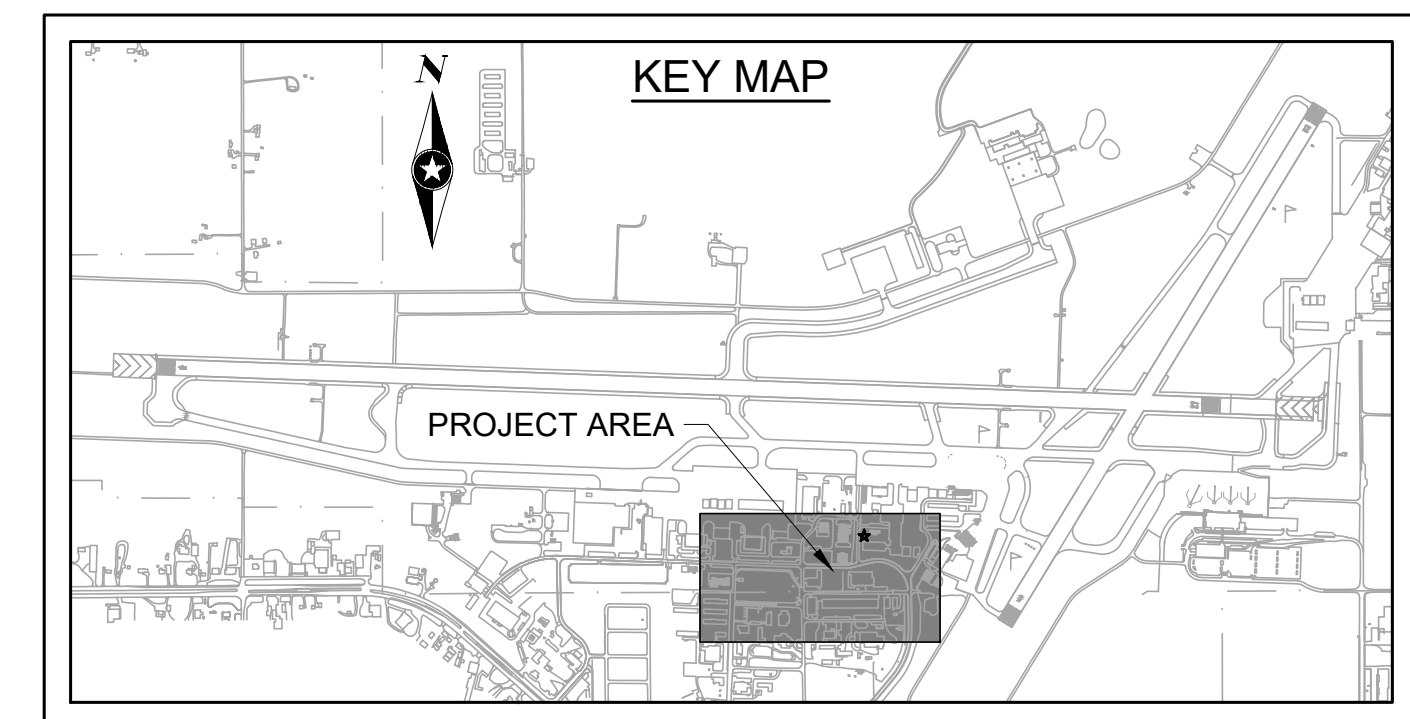
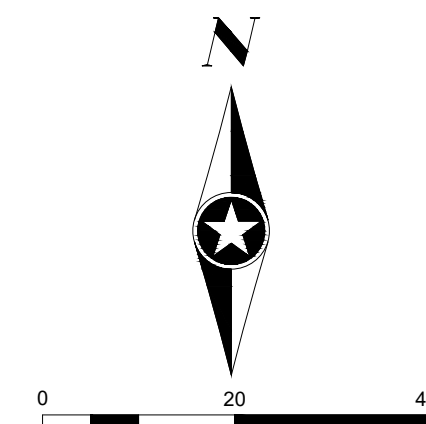
**PROPOSED SITE**

**LEGEND**


-  PROPOSED HANGAR BUILDING
-  6" PROPOSED BITUMINOUS PAVEMENT
-  TURF ESTABLISHMENT AREA
-  PROPOSED TAXILANE SAFETY AREA
-  PROPOSED TAXILANE OBJECT FREE AREA

**NOTES:**


1. CONTRACTOR SHALL PROTECT ALL AIRFIELD LIGHTING, ELECTRICAL CIRCUITRY, COMPONENTS AND NAVAIDS TO REMAIN. ANY DAMAGE CAUSED TO AIRFIELD LIGHTING OR NAVAIDS BY THE CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COSTS.
2. ALL SURFACES (PAVEMENT, TURF, OR OTHERS) SHALL BE RESTORED TO THEIR PRECONSTRUCTION CONDITION OR BETTER TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST.
3. SEE ELECTRICAL SHEETS FOR PROPOSED PLANS FOR POWER SUPPLY TO HANGAR.
4. SEE MECHANICAL SHEETS FOR PROPOSED PLANS AND ADDITIONAL DETAILS AND REQUIREMENTS ASSOCIATED WITH NATURAL GAS AND HEATING ELEMENTS.
5. SEE STRUCTURAL SHEETS FOR PROPOSED PLANS AND ADDITIONAL DETAILS AND REQUIREMENTS ASSOCIATED WITH THE HANGAR BUILDING.
6. SEE GRADING PLAN SHEET (C4.00) FOR ELEVATIONS.
7. SEE PAVEMENT MARKING SHEET (C5.00) FOR DETAILS RELATED TO PAVEMENT MARKINGS.



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Shawn T. McMillon, PE  
DATE: \_\_\_\_\_ LICENSE NO.: 09856

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2023 RANCH HANGAR  
DULUTH, MN

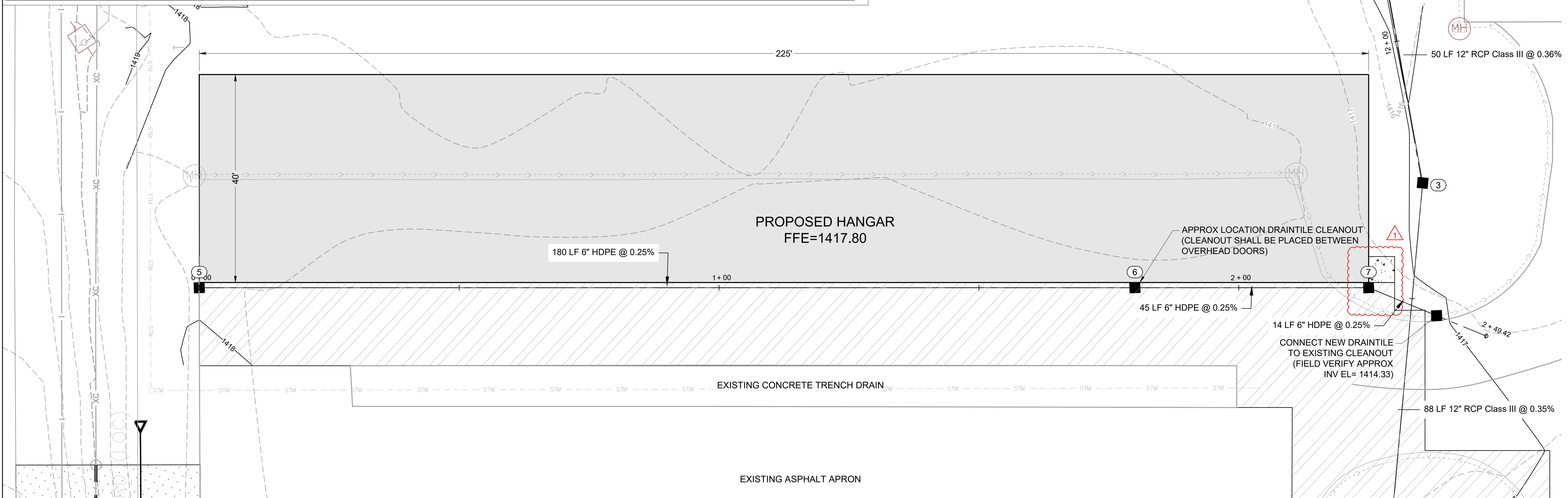
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| 1    | 02/23/2023 | ADDENDUM #2 |           |

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STATE PROJECT NO. 02-08-2023  
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SHEET TITLE  
PROPOSED SITE  
PLAN

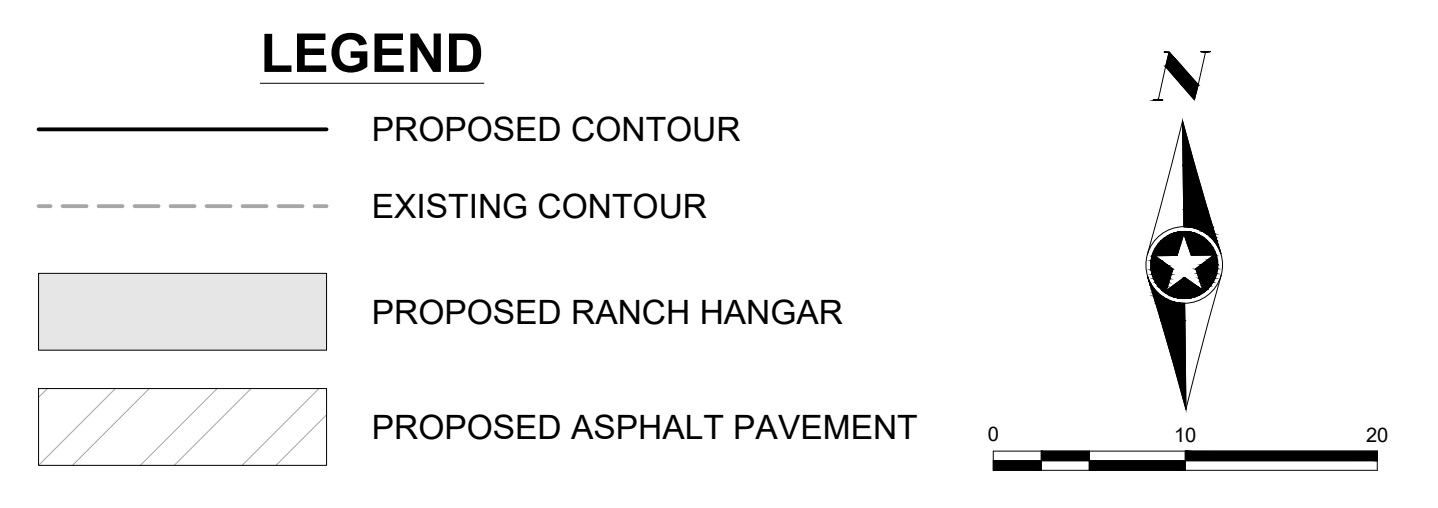
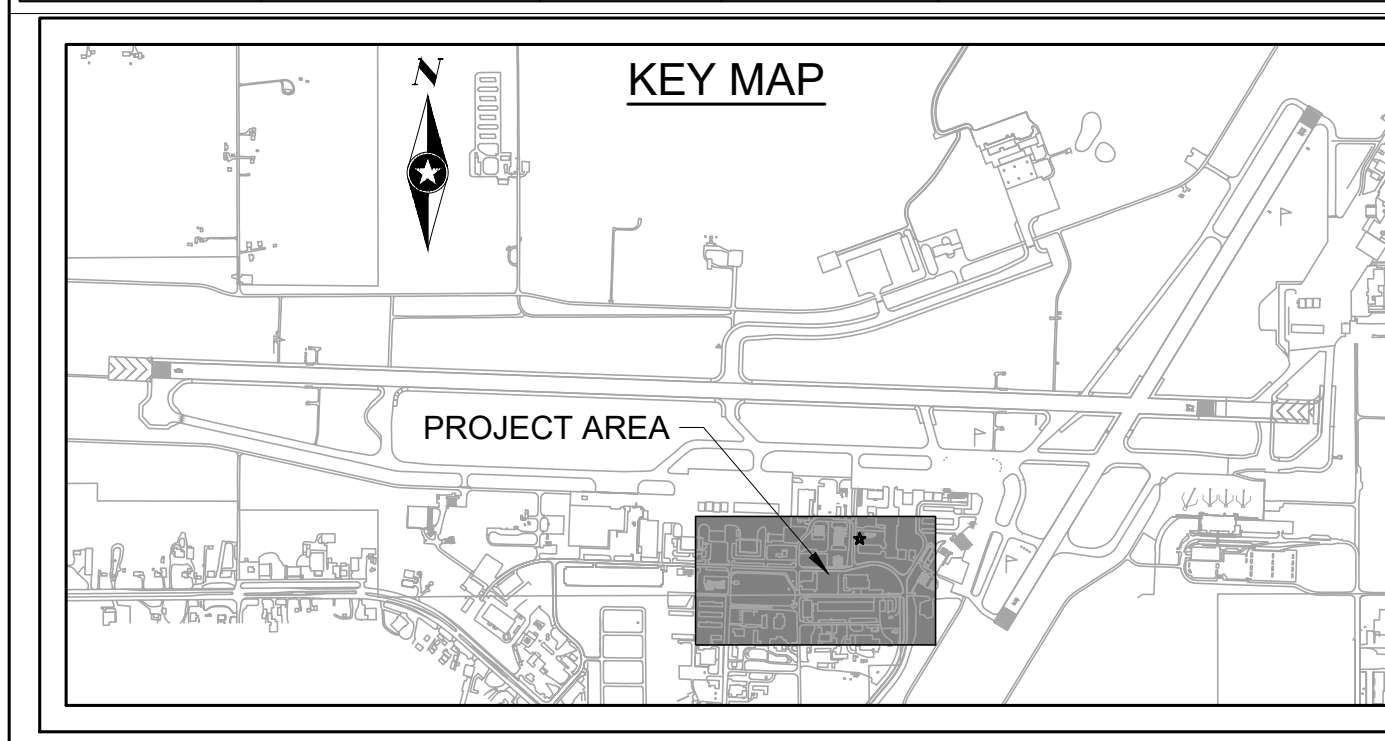
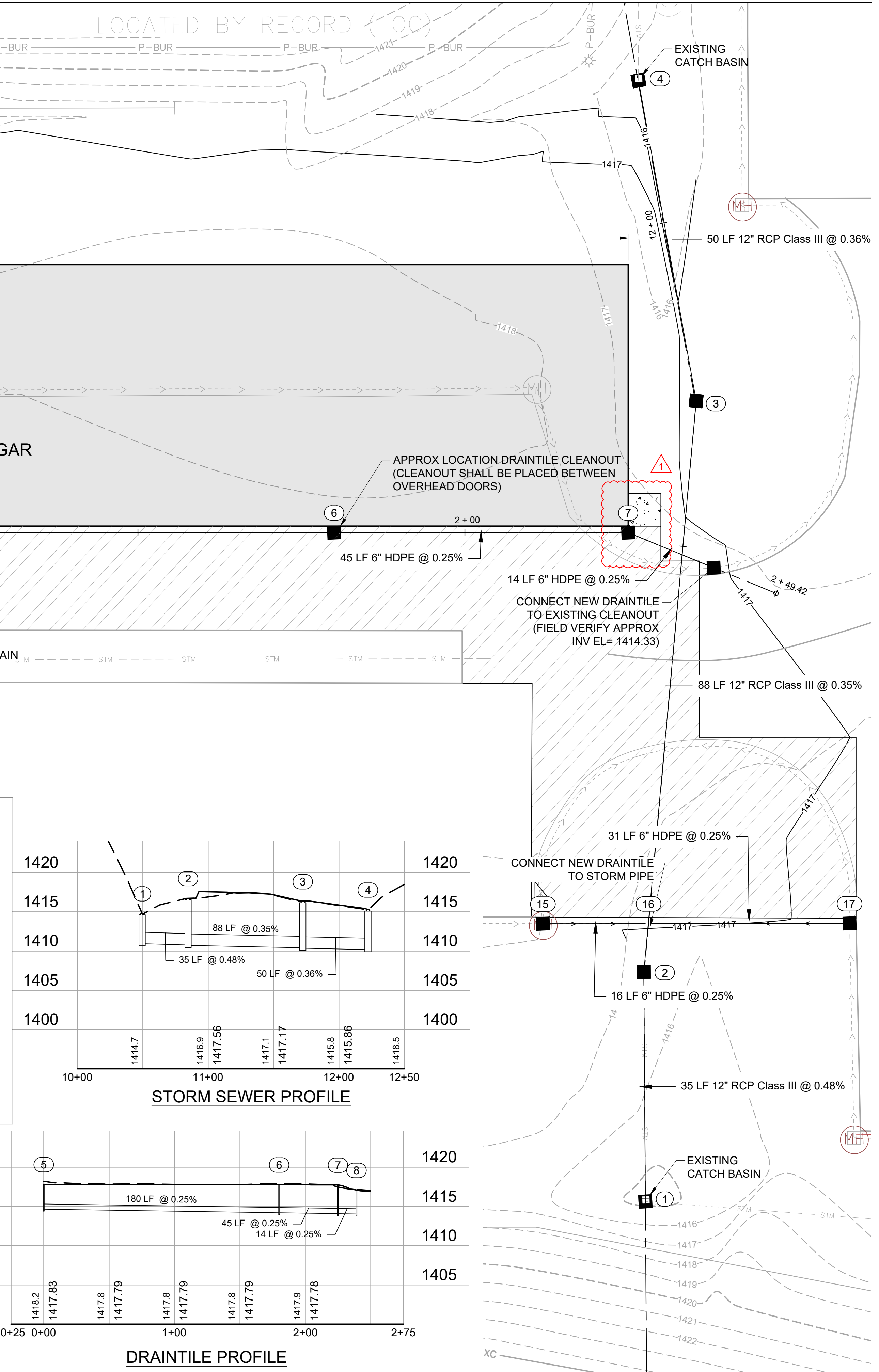
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| PROPOSED STORM SEWER SCHEDULE |             |          |           |                          |                  |                     |             |           |         |                  |
|-------------------------------|-------------|----------|-----------|--------------------------|------------------|---------------------|-------------|-----------|---------|------------------|
| STRUCTURE                     | ALIGNMENT   | STATION  | DRAINS TO | TOP OF CASTING ELEVATION | INVERT ELEVATION | TO INVERT ELEVATION | PIPE LENGTH | PIPE DIA. | GRADE % | STRUCTURE HEIGHT |
| 1                             | Storm - (1) | 10+49.50 | 2         | 1414.79                  |                  | 1411.17             | 35'         | 12"       | 0.48%   | 3.62'            |
| 2                             | Storm - (1) | 10+84.63 | 3         | 1416.73                  | 1411.00          | 1410.95             | 88'         | 12"       | 0.35%   | 5.78'            |
| 3                             | Storm - (1) | 11+72.33 | 4         | 1416.33                  | 1410.64          | 1410.59             | 50'         | 12"       | 0.36%   | 5.74'            |
| 4                             | Storm - (1) | 12+22.13 |           | 1415.27                  | 1410.41          |                     |             |           |         | 4.86'            |



| PROPOSED DRAINTILE SCHEDULE |                 |         |           |                          |                  |                     |             |           |         |                  |
|-----------------------------|-----------------|---------|-----------|--------------------------|------------------|---------------------|-------------|-----------|---------|------------------|
| STRUCTURE                   | ALIGNMENT       | STATION | DRAINS TO | TOP OF CASTING ELEVATION | INVERT ELEVATION | TO INVERT ELEVATION | PIPE LENGTH | PIPE DIA. | GRADE % | STRUCTURE HEIGHT |
| 5                           | DRAINTILE - (1) | 0+00.00 | 6         | 1417.83                  |                  | 1414.73             | 180'        | 6"        | 0.25%   | 3.10'            |
| 6                           | DRAINTILE - (1) | 1+80.00 | 7         | 1417.79                  | 1414.28          | 1414.28             | 45'         | 6"        | 0.25%   | 3.51'            |
| 7                           | DRAINTILE - (1) | 2+24.97 | 8         | 1417.75                  | 1414.17          | 1414.17             | 14'         | 6"        | 0.25%   | 3.59'            |
| 8                           | DRAINTILE - (1) | 2+39.12 |           | 1417.09                  | 1414.13          |                     |             |           |         | 2.96'            |

| PROPOSED DRAINTILE SCHEDULE |                 |         |           |                          |                  |                     |             |           |         |                  |
|-----------------------------|-----------------|---------|-----------|--------------------------|------------------|---------------------|-------------|-----------|---------|------------------|
| STRUCTURE                   | ALIGNMENT       | STATION | DRAINS TO | TOP OF CASTING ELEVATION | INVERT ELEVATION | TO INVERT ELEVATION | PIPE LENGTH | PIPE DIA. | GRADE % | STRUCTURE HEIGHT |
| 15                          | DRAINTILE - (2) | 0+25.00 | 16        | 1417.96                  |                  | 1414.37             | 16'         | 6"        | 0.25%   | 3.59'            |
| 16                          | DRAINTILE - (2) | 0+41.16 |           | 1417.27                  | 1414.33          | 1414.33             |             |           |         | ???'             |
| 17                          | DRAINTILE - (2) | 0+71.91 | 16        | 1416.72                  |                  | 1414.41             | 31'         | 6"        | 0.25%   | 2.31'            |



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Shawn T. McMillon, PE  
DATE: \_\_\_\_\_ LICENSE NO. 08956

DULUTH INTERNATIONAL AIRPORT  
(DLH)  
**2023 RANCH HANGAR**  
DULUTH, MN

SEH FILE NO. DULAI\_170373  
STATE PROJECT NO. 02-08-2023  
ISSUE DATE: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
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02/08/2023 ADDENDUM #2  
MARK DATE DESCRIPTION REVISIONS

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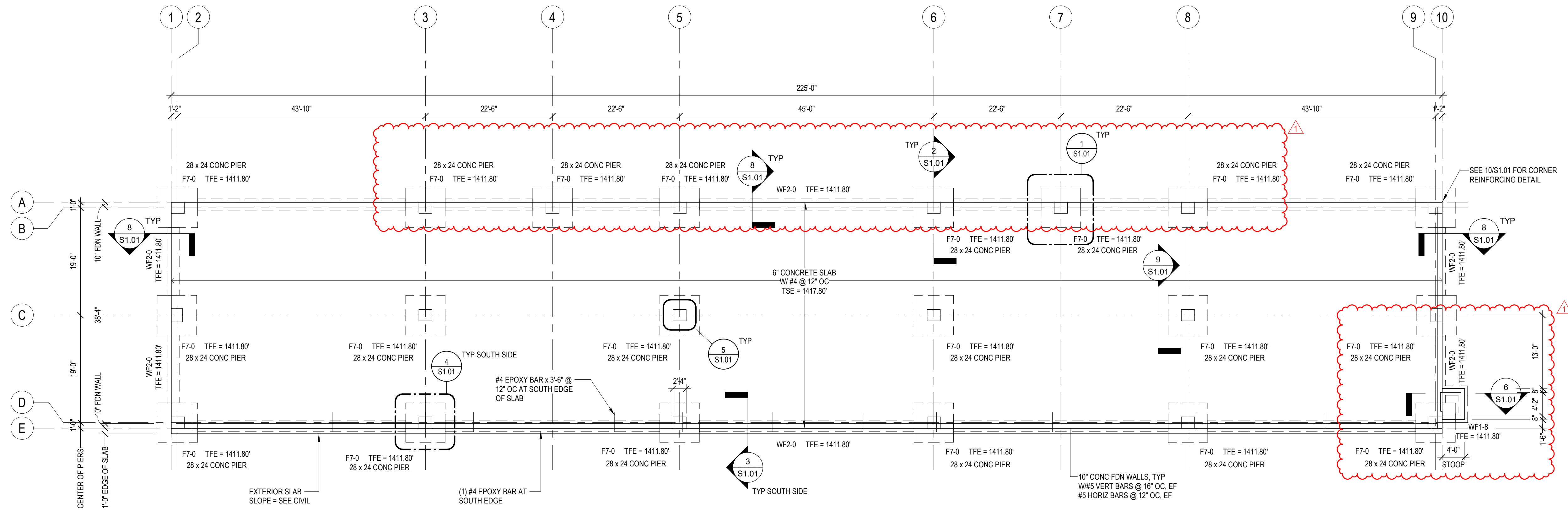
SHEET TITLE  
**STORM SEWER PLAN**

SHEET  
**C3.00**

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1 FOUNDATION & FLOOR PLAN  
 3/32" = 1'-0"  
 0 8 16 24



**FOUNDATION PLAN GENERAL NOTES:**

(TYPICAL UNLESS NOTED OTHERWISE)

- BASIS OF BID IS REMOVE AN AVERAGE OF 5'-0" OF EXISTING SOIL AND REPLACE WITH STRUCTURAL FILL TO 2'-6" BELOW BOTTOM OF SLAB THEN, 30" MIN OF NON-FROST SUSCEPTIBLE FILL UNDER THE SLAB. SEE S0.02 FOR AGGREGATE BASE UNDER SLAB. PAYMENT AND QUANTITIES WILL BE PAID BASED ON ACTUAL MATERIAL ENCOUNTERED WITH FIELD VERIFICATION BY A GEOTECHNICAL ENGINEER.
- ALL DIMENSIONS SHOWN ARE NOMINAL. CONTRACTORS SHALL PROVIDE HANGAR BUILDING, HANGAR DOORS, AND HANGAR FLOOR WITH SIMILAR DIMENSIONAL FEATURES MEETING OR EXCEEDING THE SHOWN CRITERIA WITH AN ECONOMICAL APPROACH. 42'-0" DOOR CLEAR OPENINGS SHALL BE 12'-0" HEIGHT AT A MINIMUM AND (1)14'-0" MINIMUM CLEAR HEIGHT AT MIDDLE BAY. FRAMING AND DOOR HARDWARE SHALL NOT ENCRONCH ON THIS CLEAR OPENING. BUILDING HEIGHT SHALL NOT EXCEED 27'-0" BUILDING WIDTH, EXCLUDING EAVES. SHALL NOT EXCEED 40'-0" BUILDING LENGTH, EXCLUDING EAVES, SHALL NOT EXCEED 225'-0".
- MATERIALS AND INSTALLATION FOR FIRE EXTINGUISHER (5) INCIDENTAL TO PRE-ENGINEERED BUILDING SYSTEM.
- CONTRACTOR SHALL SUBMIT SEALED SHOP DRAWINGS FOR THE BUILDING PRIOR TO CONSTRUCTION FOR ENGINEER'S APPROVAL PIER AND FOOTING SIZES AND LOCATIONS SHOWN ARE BASED ON PRELIMINARY BUILDING REACTIONS ON 2/S1.01 AND PRELIMINARY LAYOUT. THESE SIZES, LOCATIONS AND REINF ARE SUBJECT TO CHANGE BASED ON THE FINAL SHOP DRAWINGS AND REACTIONS.
- SEE "JOINTS IN CONCRETE STRUCTURES" SECTION OF GENERAL STRUCTURAL NOTES FOR CONTRACTION JOINT SPACING.
- TPE = TSE UNO.

**FOOTING SCHEDULE**

| MARK  | SIZE                                 | REINFORCING                     |
|-------|--------------------------------------|---------------------------------|
| F7-0  | 7'-0" x 7'-0" x 1'-4"                | (7) #5 BARS T&B, EW             |
| WF1-8 | 1'-8" WIDE x 1'-0" DEEP x CONTINUOUS | (2) #5 REBAR CONTINUOUS, BOTTOM |
| WF2-0 | 2'-0" WIDE x 1'-0" DEEP x CONTINUOUS | (2) #5 REBAR CONTINUOUS, BOTTOM |

| MARK | DATE     | DESCRIPTION |
|------|----------|-------------|
| 1    | 02/23/23 | ADDENDUM 2  |

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 STATE PROJECT NO. FEB 15, 2023  
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 DRAWN BY ALM  
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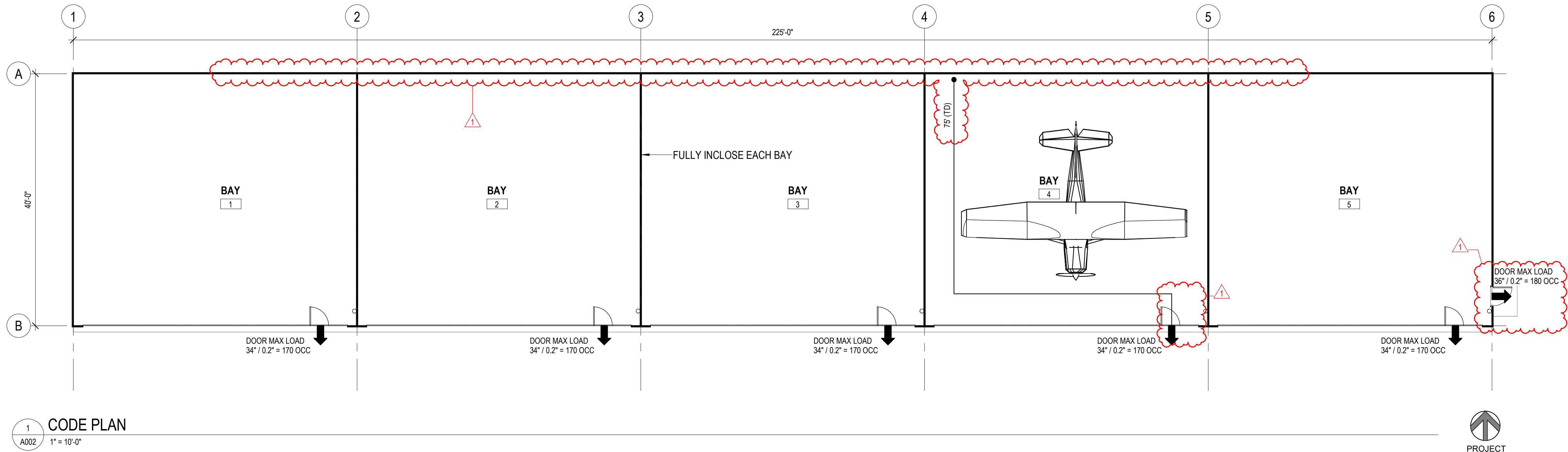
SHEET TITLE  
**FOUNDATION PLAN**

SHEET  
**S1.00**

**CODE LEGEND**

- TRAVEL DISTANCE (TD)
- ← EXIT LOCATION MAX. OCCUPANCY LOAD

DOOR MAX LOAD:  
##' / 0.# = ### OCC.



1  
A002  
CODE PLAN  
1" = 10'-0"



Project: Ranch Hangar Building  
Client: Duluth Airport Authority  
SEH No.: DULAI 170373  
Date: February 08, 2023

**Referenced Codes**

- 2018 International Building Code (IBC)
- 2018 International Fire Code (IFC)
- 2018 International Energy Conservation Code (IECC)
- 2020 Minnesota Energy Code
- 2020 Minnesota Accessibility Code
- 2020 Minnesota State Building Code (MNSBC)
- NFPA 409 - Standard on Aircraft Hangars

**1.01 IBC CHAPTER 3 - Occupancy Type**

- A. Occupancy Type S-1 - Storage, Moderate-Hazard (Reference IBC 311.2)

**1.02 Chapter 4 - Special Requirements**

- A. Aircraft-Related Occupancies (Reference IBC 412)
  - Exterior walls shall be located shall be 30 feet from lot lines or public ways (Reference IBC 412.3.1)
  - Fire Suppression (IBC 412.3.6)
    - Fire suppression not required per NFPA 409 Hangar less than 12,000 SF of Type IIB Construction - Group III Hangar (Reference IBC Table 412.3.6)
  - Hangar does not include any of the hazardous uses or operations listed in IBC 412.3.6.1
- NFPA 409 - Standard on Aircraft Hangars
  - Group III Hangars shall be less than 12,000 SF with an aircraft door less than 28 feet high (Reference NFPA 409, section 6.1.3)
  - Group III Hangars shall be provided with fire protection system as adopted by local codes (Reference NFPA 409, section 10.8.1.1)

**1.03 IBC CHAPTER 5 - Building Area**

- A. Construction Type: II-B, Non-Sprinkled, Single Occupancy, Single-story building of non-combustible construction materials (Reference IBC Table 504.3, 504.4, and 506.2)
- B. Occupancy: Type S-1
  - Permitted Area/Floor (Reference IBC Table 504.4 and 506.2): 17,500 sf / 2 Stories above grade
  - Permitted Building Height: 55 feet (Reference IBC Table 504.3)
  - Frontage Increases (Reference IBC 506.3): Not Required
  - Actual Building Area: 11,250 SF
  - Actual Building Height: 20 feet

**C. Mezzanines (Reference IBC 505.2)**

- 1. Not Applicable

**D. Equipment Platforms (Reference IBC 505.3)**

- 1. Not Applicable

**E. Accessory Occupancies (Reference IBC 508.2)**

- 1. Not Applicable

**F. Incidental Use (Reference IBC 509)**

- 1. Not Applicable

**1.04 IBC CHAPTER 6 - Type of Construction**

- A. Fire Resistive Requirements: Type II-B Building
  - Reference IBC Table 601, Table 602, Table 705.8 and 713.4
    - Exterior Bearing Walls: X ≥ 30ft = 0 Hours (see note #1 below)
    - Interior Bearing Walls: 0 Hours
    - Exterior Non-Bearing Walls: X ≥ 30ft = 0 Hours (see note #1 below)
    - Structural Frame: 0 Hours
    - Partitions - Permanent: 0 Hours
    - Shaft Enclosures: Not Applicable - Single Story Building
    - Floors - Ceilings/Floors: 0 Hours
    - Roofs - Ceilings/Roofs: 0 Hours
    - Exterior Wall Openings: No Limit (see note #2)

**Notes:**

- Fire separation distance (X) from table 602 when measured in accordance with IBC Chapter 2. Measurement from face of building to lot line, imaginary lot line or centerline of street, alley or public way
- Buildings with non-fire rated exterior walls and structural frame may have unlimited, unprotected openings (Reference IBC 705.8.1, exception #2)

**1.05 IBC CHAPTER 7 - Fire and Smoke Protection**

- A. Exterior Walls
  - Openings in exterior walls with fire separation distance greater than 30 feet that are unprotected and in non-sprinkled buildings shall have unlimited openings (Reference IBC Table 705.8)
  - Parapets: Building is not required to have a parapet in accordance with IBC 705.11, Exception #1

**B. Shafts (Reference IBC 713)**

- 1. Not Applicable - Single Story Building

**1.06 IBC CHAPTER 8 - Interior Finishes**

- 1. S-1 Occupancy
  - Wall and Ceiling Finishes, Non-Sprinkled Building (Reference IBC Table 803.13)
  - Exit Enclosures and Passageways - Class B per ASTM E84 - Not Applicable
  - Corridors - Class B per ASTM E84 - Not Applicable
  - Enclosed Rooms or Spaces - Class C per ASTM E84

**B. Floor Finishes (Reference IBC 804.4.1)**

- 1. Interior floor finishes shall comply with the requirements of DOC FF-1 "pill test" or with ASTM D 2859

**1.07 IBC CHAPTER 9 - Fire Protection Systems**

- A. Automatic Fire Sprinkler Systems (Reference IBC 903)
  - Building is non-sprinkled
    - Group S-1 Occupancy: Building does not meet any of the conditions that would require a fire sprinkler system (Reference IBC 903.2.9)

**B. Standpipe Systems (Reference IBC 905)**

- 1. Not Applicable

**C. Portable Fire Extinguishers - Moderate Hazard (Reference IBC Table 906.3.1)**

- Class A Fires:
  - Maximum 1,500 square feet per unit of A
  - Maximum Floor area per extinguisher: 11,250 square feet
  - Maximum Travel Distance: 75 feet
- Minimum single rated unit: 2-A

**D. Fire Alarm and Detection (Reference IBC 907)**

- 1. Building does not have automatic fire and smoke detection system
  - No Requirement for a fire alarm and detection system in S-1 Occupancy building.

**1.08 IBC CHAPTER 10 - Means of Egress**

- A. Occupant Loads (Reference IBC Table 1004.1.2 Max Floor Area Allowances per Occupant)
  - Total Building Occupant Load: 23 Occupants based on 500 gross SF per occupant
  - See drawings for occupant load calculations and distribution throughout building.

**B. Egress Distance/Width**

- Travel Distance (Reference IBC Table 1017.2)
    - S-1 Occupancies: 200 feet without Automatic Fire Sprinkler System
    - Travel distance measured from most remote location on a level to the entrance to a exit (Reference IBC 1017.3)
  - Common Path of Egress Travel (Reference IBC Table 1006.2.1)
    - S-1 Occupancy: 100 feet without Automatic Fire Sprinkler System and occupant load less than 30
  - Egress Width (Reference IBC 1005.3)
    - Minimum width of egress components shall be determined by multiplying the occupant load by 0.2 for all egress components other than stairs (Reference 1005.3.2)
- 1) 23 occupants x 0.2 inches = 4.6 inches of egress width required  
b. See Code Plan for actual Occupant Loads and minimum egress width required per door

**C. Accessible Means of Egress (Reference IBC 1009.1)**

- Accessible space shall be provided with not less than one accessible means of egress. Where more than one means of egress is required from an accessible space that space shall be served by not less than two accessible means of egress (Reference IBC 1009.1)

**D. Doors**

- Width: Clear width of egress doors shall be a minimum of 32 inches (Reference IBC 1010.1.1)
- Landings: There shall be a floor or landing on each side of a door. Floors shall have a width not less than the width of the door, and a length measured in the direction of travel of not less than 44 inches. Doors in the fully open position shall not reduce the required dimension by more than 7 inches (Reference IBC 1010.1.6)
- Door Swing: Doors shall swing in the direction of egress travel where serving an occupant load of greater than 49 (Reference IBC 1010.1.2.1)

**E. Exit Doorways**

- Number of Exits (Reference IBC Table 1006.3.2)
  - A minimum of two independent exits required at first story - Occupant load less than 500
  - Minimum quantity of Exits per Occupant Load (Reference IBC Table 1006.2.1)
    - S-1 Occupancy: Rooms with Occupant Load of greater than 29: 2 exits required

**F. Corridors (Reference IBC 1020)**

- 1. Not Applicable

**1.09 IBC CHAPTER 11 - Accessibility**

- A. Self-Service Storage Facilities (Reference IBC 1108.3)
  - Self-service storage facilities shall provide accessible individual self-storage spaces in accordance with Table 1108.3
  - A minimum of 5-percent, but not less than one, self-service storage spaces shall be accessible (Reference IBC Table 1108.3)

**1.10 Chapter 26 Plastic**

- A. Vertical and Lateral Fire Propagation (Reference IBC 2603.5)
  - Exterior wall assembly does not require NFPA 285 testing - No Foam plastic insulation included

**1.11 IBC CHAPTER 29 - Plumbing Systems**

- A. Cold storage buildings not required to have restroom facilities (Reference MNSBC 2902.1, Exception)

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DULUTH INTERNATIONAL AIRPORT

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT  
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND  
THAT I AM FULLY LICENSED PROFESSIONAL ARCHITECT UNDER  
THE LAWS OF THE STATE OF MINNESOTA

*Scott Blank*  
SCOTT BLANK, AIA  
DATE: 02/08/2023 LICENSE NO.: 51092

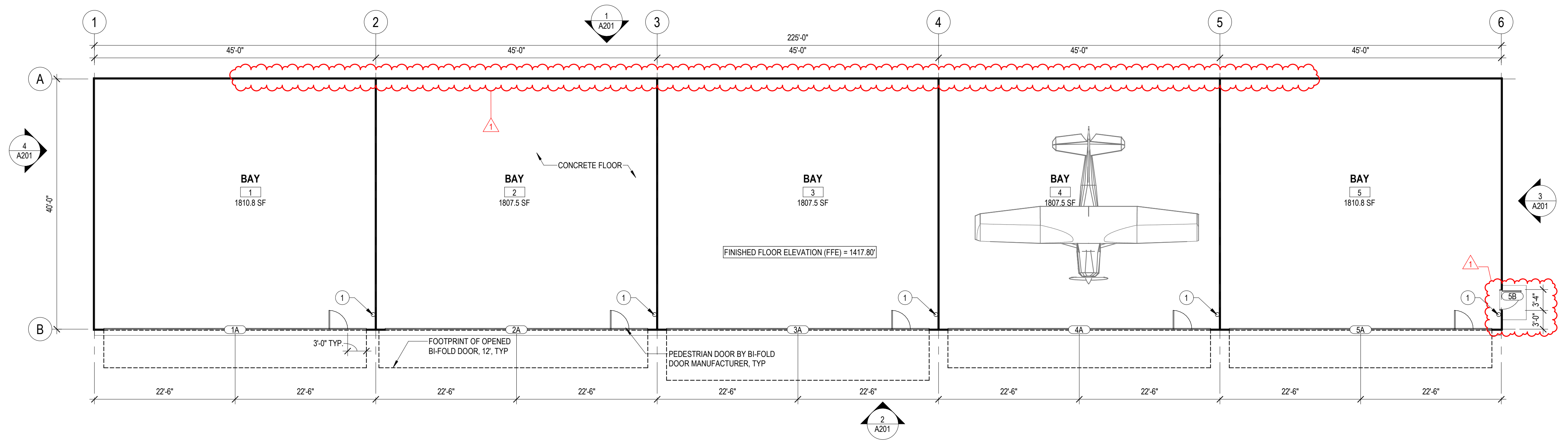
DULUTH INTERNATIONAL AIRPORT  
(DLH)  
**2023 RANCH HANGAR**  
DULUTH, MN

| MARK | DATE       | DESCRIPTION |
|------|------------|-------------|
| 1    | 02/22/2023 | ADDENDUM 2  |

SEH FILE NO. DULAI\_170373  
STATE PROJECT NO. FEB 15, 2023  
ISSUE DATE  
DESIGNED BY RRV  
DRAWN BY RRV  
Short Elliott Hendrickson, Inc. © (SEH)  
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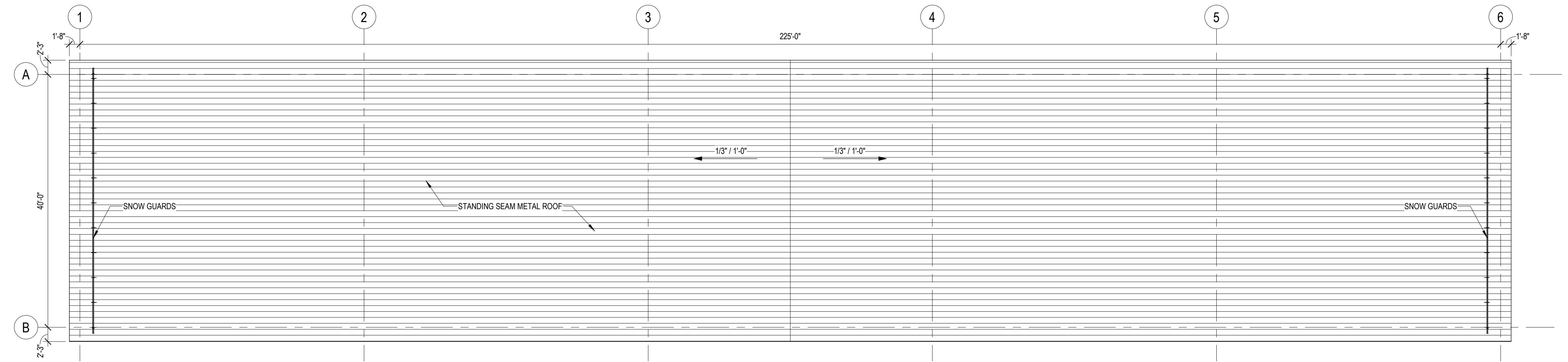
SHEET TITLE  
**HANGAR CODE  
ANALYSIS AND PLAN**

SHEET  
**A1.00**



1 FLOOR PLAN - LEVEL 1  
1" = 10'-0"

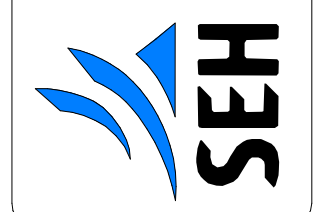
| KEYNOTES |  |
|----------|--|
| 1        | PROVIDE BRACKET MOUNTED FIRE EXTINGUISHER (FE-1) |



4 ROOF PLAN  
1" = 10'-0"



3535 VADNASK CENTER DR  
DULUTH, MN 55812  
PHONE: 651.480.2100  
FAX: 651.480.2150  
WWW.SEHINC.COM



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM FULLY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA  
SCOTT BLANK, AIA  
DATE: 02/08/2023 LICENSE NO.: 51092

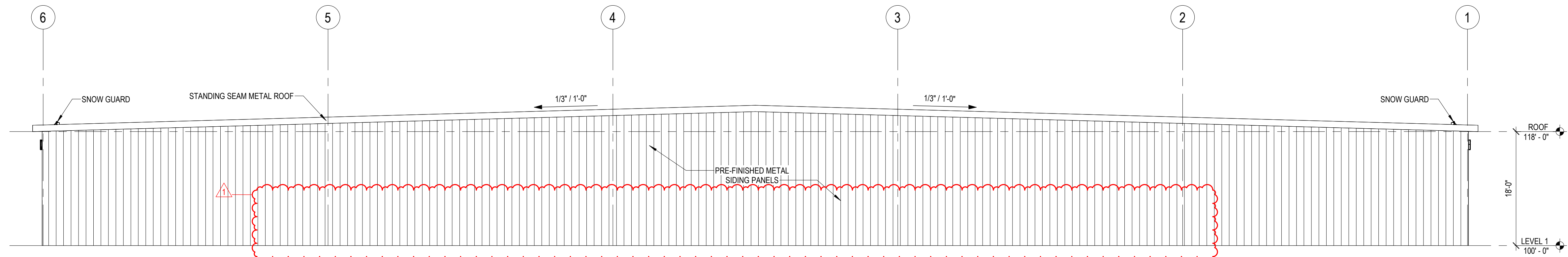
DULUTH INTERNATIONAL AIRPORT (DLH)  
2023 RANCH HANGAR  
DULUTH, MN

| MARK | DATE       | DESCRIPTION          |
|------|------------|----------------------|
| 1    | 02/23/2023 | APPENDIX 2 REVISIONS |

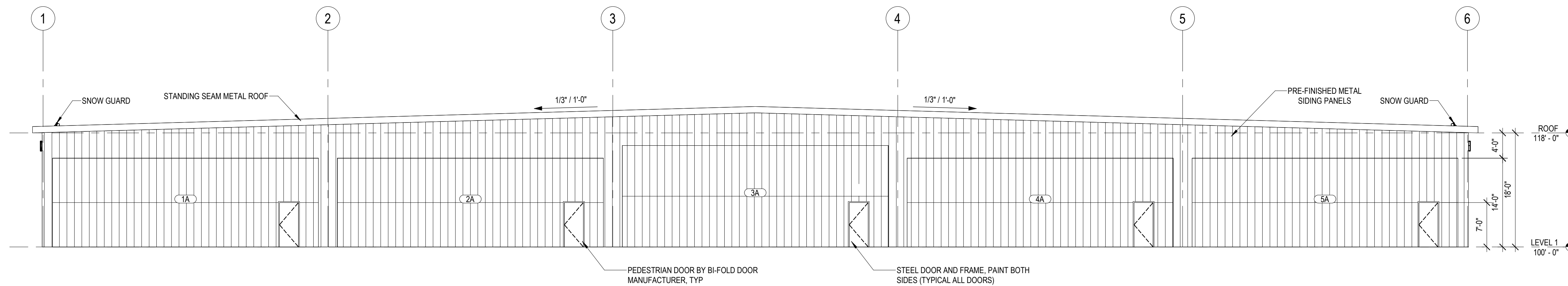
STATE PROJECT NO. DLHAI\_170373  
ISSUE DATE: FEB 15, 2023  
DESIGNED BY: RRV  
DRAWN BY: RRV  
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SHEET TITLE  
FLOOR PLAN,  
ROOF PLAN,  
DOOR INFORMATION

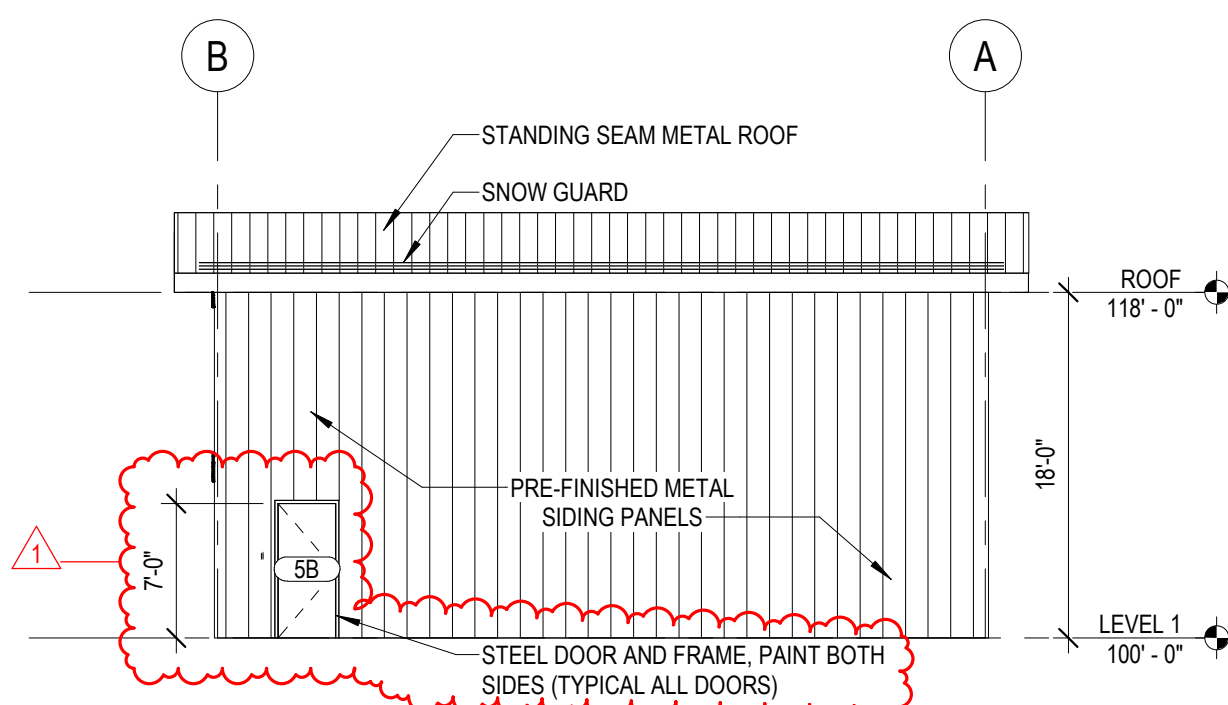
SHEET  
A2.00



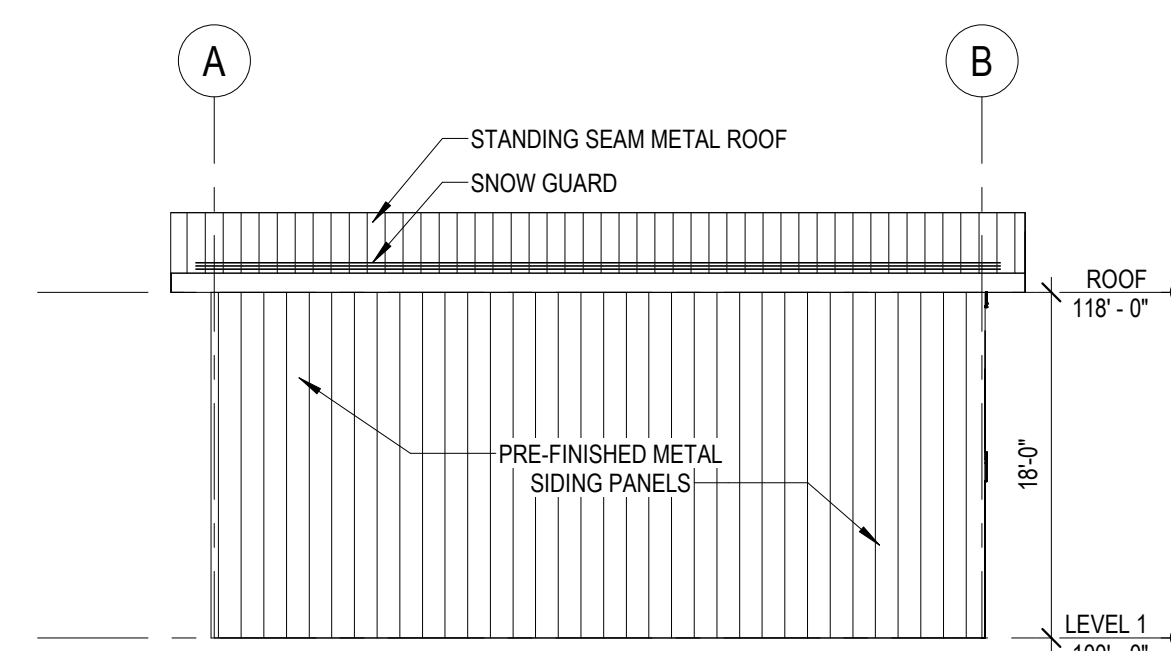
1 EXTERIOR ELEVATION - NORTH  
A201 1" = 10'-0"



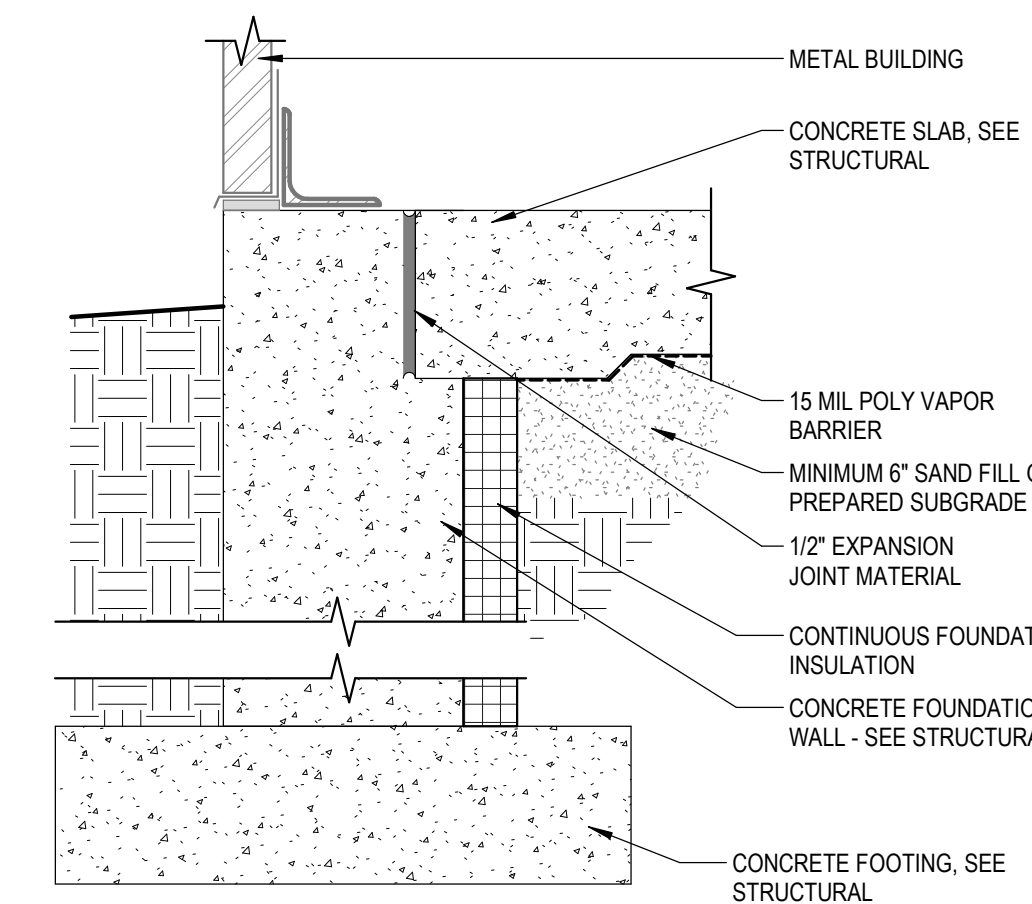
2 EXTERIOR ELEVATION - SOUTH  
A201 1" = 10'-0"



3 EXTERIOR ELEVATION - EAST  
A201 1" = 10'-0"

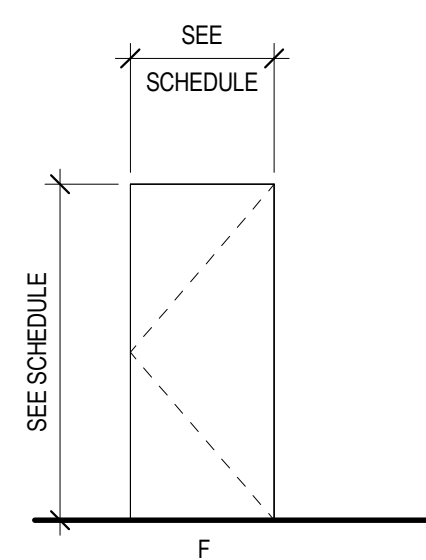


4 EXTERIOR ELEVATION - WEST  
A201 1" = 10'-0"

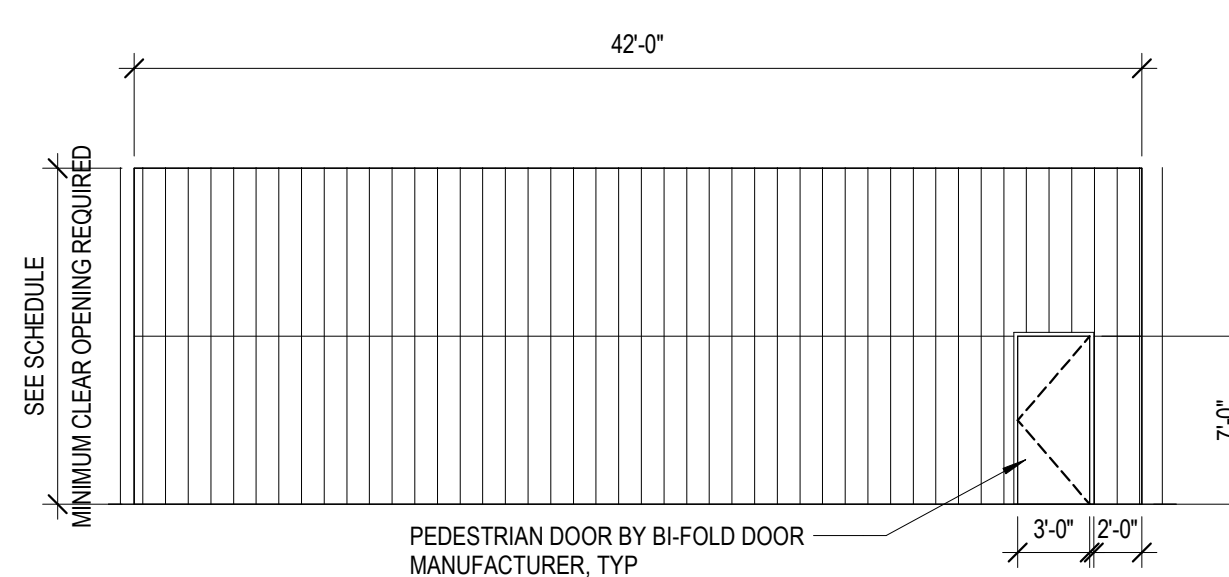
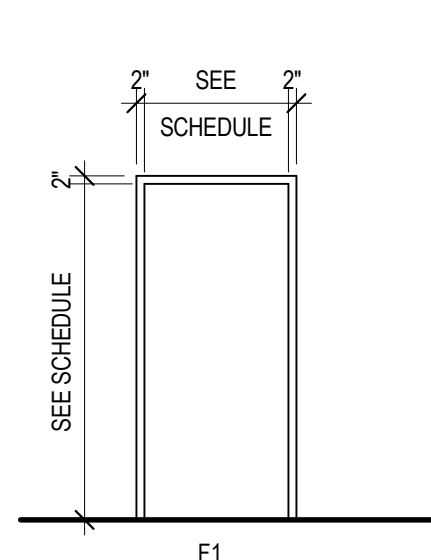


7 TYPICAL FOUNDATION DETAIL  
A201 1 1/2" = 1'-0"

DOOR TYPES



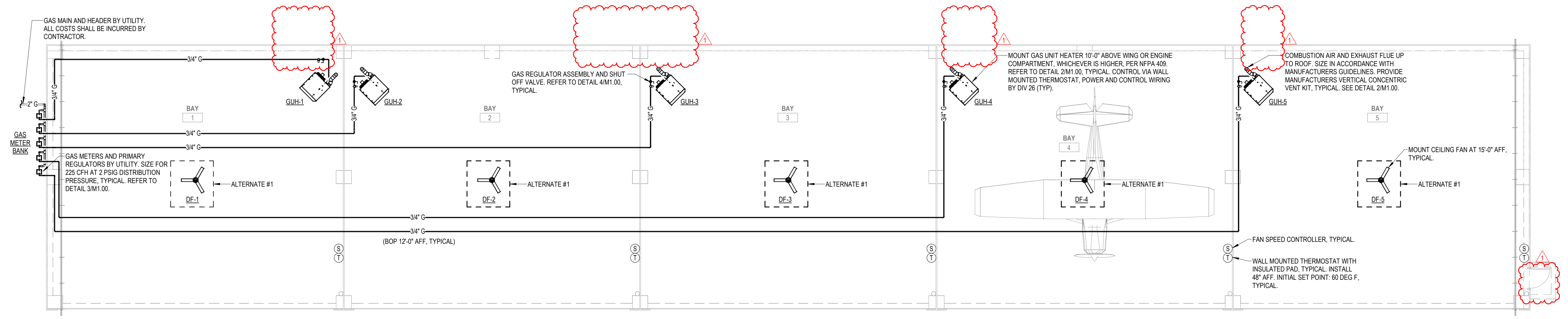
FRAME TYPES



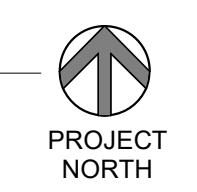
PRE-FINISHED METAL BI-FOLD DOOR

| HANGAR DOOR SCHEDULE |        |        |               |           |                |            |                |       |  |
|----------------------|--------|--------|---------------|-----------|----------------|------------|----------------|-------|--|
| DOOR NUMBER          | DOOR   |        |               |           | FRAME          |            | HARDWARE GROUP | NOTES |  |
| DOOR CODE            | HEIGHT | WIDTH  | DOOR MATERIAL | DOOR TYPE | FRAME MATERIAL | FRAME TYPE |                |       |  |
| 1A                   | 14'-0" | 42'-0" | MTL           | BI-FOLD   | N/A            | N/A        | 01             | A,C   |  |
| 2A                   | 14'-0" | 42'-0" | MTL           | BI-FOLD   | N/A            | N/A        | 01             | A,C   |  |
| 3A                   | 16'-0" | 42'-0" | MTL           | BI-FOLD   | N/A            | N/A        | 01             | B,C   |  |
| 4A                   | 14'-0" | 42'-0" | MTL           | BI-FOLD   | N/A            | N/A        | 01             | A,C   |  |
| 5A                   | 14'-0" | 42'-0" | MTL           | BI-FOLD   | N/A            | N/A        | 01             | A,C   |  |
| 5B                   | 7'-0"  | 3'-0"  | HM            | F         | HM             | F1         | 01             | C     |  |

DOOR REMARKS  
 A. CLEAR OPENING TO BE 12'  
 B. CLEAR OPENING TO BE 14'  
 C. PAINT STEEL DOORS AND FRAMES



**1**  
M1.00  
1/8" = 1'-0"

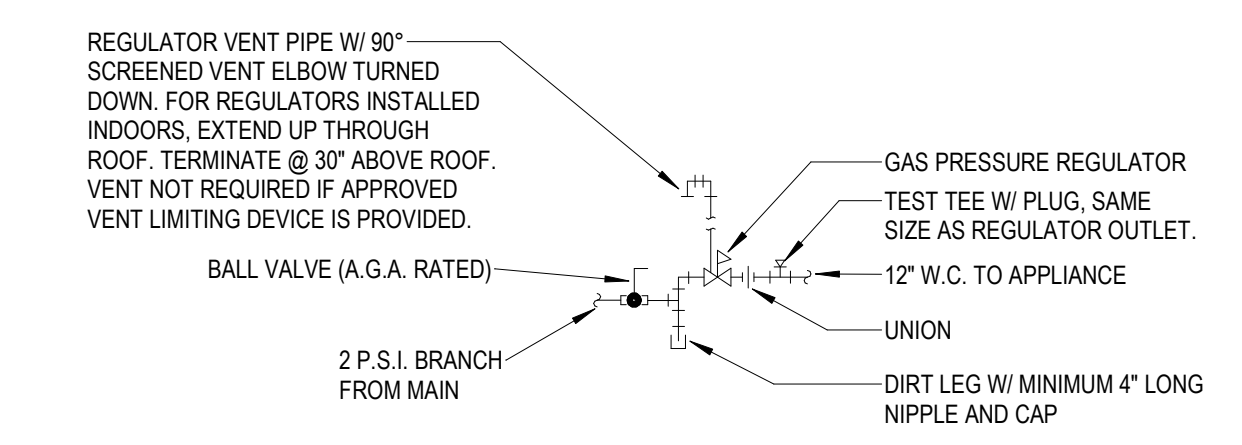
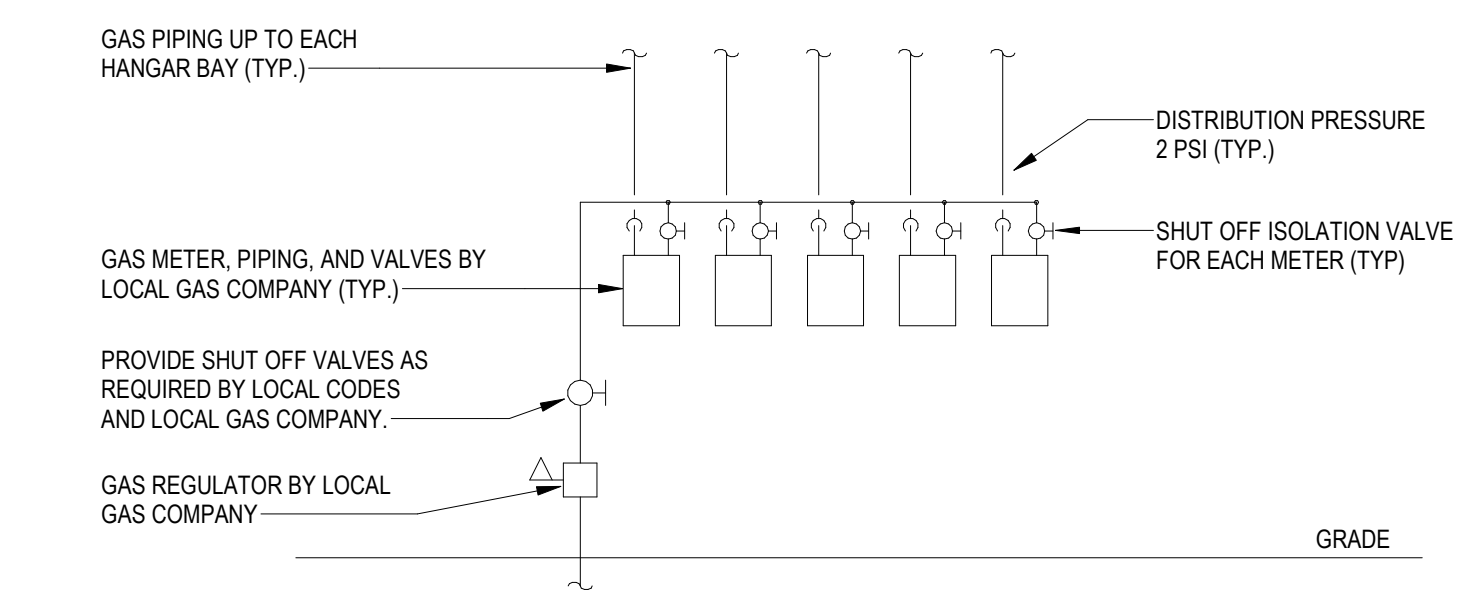
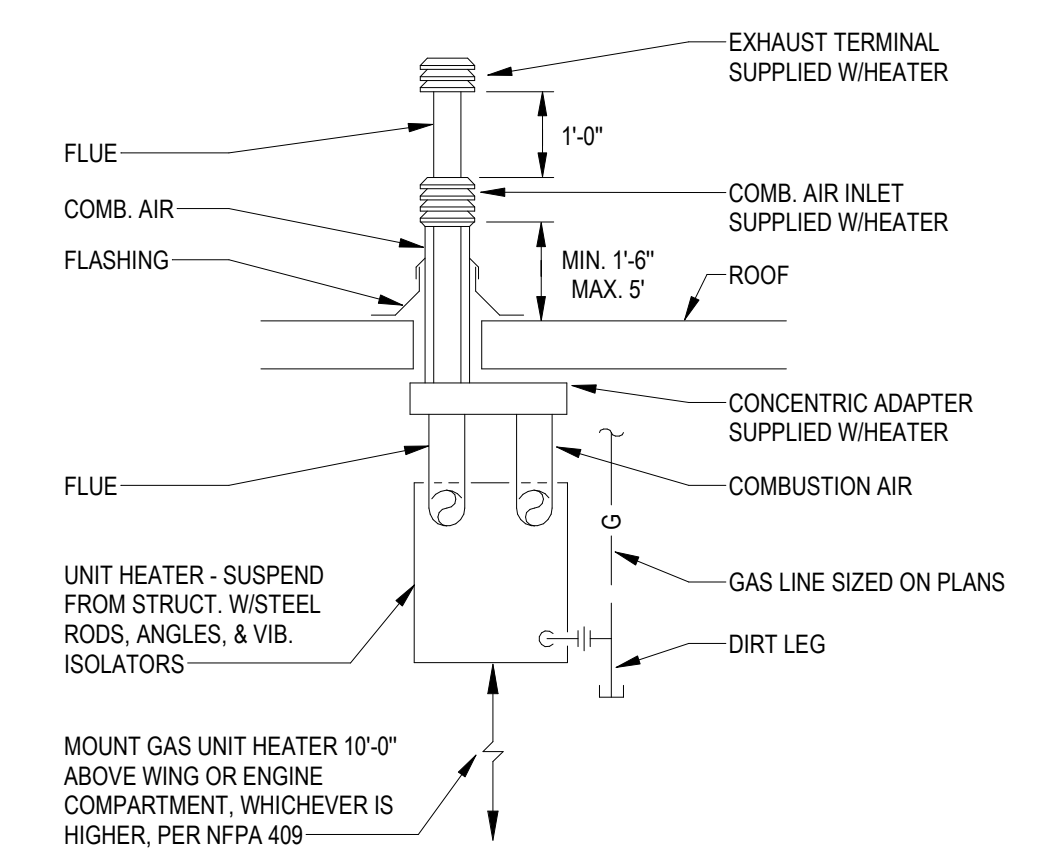


| FAN SCHEDULE - ALTERNATE #1 |              |              |        |       |                   |            |     |          |       |
|-----------------------------|--------------|--------------|--------|-------|-------------------|------------|-----|----------|-------|
| EQUIPMENT NUMBER            | MANUFACTURER | MODEL NUMBER | SERVES | CFM   | E.S.P. (IN. W.G.) | ELECTRICAL |     |          | NOTES |
|                             |              |              |        |       |                   | HP         | RPM | V/PHCY   |       |
| DF-1                        | MARLEY       | 56201CLSK    | BAY 5  | 5,436 | -                 | 67.1 WATTS | 330 | 115/1/60 | 1, 2  |
| DF-2                        | MARLEY       | 56201CLSK    | BAY 4  | 5,436 | -                 | 67.1 WATTS | 330 | 115/1/60 | 1, 2  |
| DF-3                        | MARLEY       | 56201CLSK    | BAY 3  | 5,436 | -                 | 67.1 WATTS | 330 | 115/1/60 | 1, 2  |
| DF-4                        | MARLEY       | 56201CLSK    | BAY 2  | 5,436 | -                 | 67.1 WATTS | 330 | 115/1/60 | 1, 2  |
| DF-5                        | MARLEY       | 56201CLSK    | BAY 1  | 5,436 | -                 | 67.1 WATTS | 330 | 115/1/60 | 1, 2  |

**NOTES:**  
 1) ALL FIXTURE MANUFACTURER'S CATALOG NUMBERS CAN BE CHANGED TO ENGINEER APPROVED EQUALS. ALL EQUALS MUST BE SUBMITTED TWO WEEKS PRIOR TO BID DATE AT MINIMUM. ANY MANUFACTURERS SUBMITTED AFTER THAT DEADLINE WILL NOT BE APPROVED.  
 2) WALL MOUNTED, VARIABLE SPEED CONTROLLER FOR DESTRAT FANS.

| GAS UNIT HEATER  |        |        |              |                  |                            |             |              |                  |                |              |            |     |             |
|------------------|--------|--------|--------------|------------------|----------------------------|-------------|--------------|------------------|----------------|--------------|------------|-----|-------------|
| EQUIPMENT NUMBER | MFR.   | SERVES | MODEL NUMBER | SUPPLY AIR (CFM) | GAS CONNECTION SIZE (INCH) | INPUT (MBH) | OUTPUT (MBH) | THERMAL EFF. (%) | GAS RATE (CFH) | WEIGHT (LBS) | ELECTRICAL |     | NOTES       |
|                  |        |        |              |                  |                            |             |              |                  |                |              | V/PHCY     | FLA |             |
| GUH-1            | REZNOR | BAY 5  | UDZ 225      | 2882             | 3/4"                       | 225         | 186          | 83%              | 225            | 212          | 115/1/60   | 7.5 | 1,2,3,4,5,6 |
| GUH-2            | REZNOR | BAY 4  | UDZ 200      | 2562             | 1/2"                       | 200         | 166          | 83%              | 200            | 195          | 115/1/60   | 4.6 | 1,2,3,4,5,6 |
| GUH-3            | REZNOR | BAY 3  | UDZ 200      | 2562             | 1/2"                       | 200         | 166          | 83%              | 200            | 195          | 115/1/60   | 4.6 | 1,2,3,4,5,6 |
| GUH-4            | REZNOR | BAY 2  | UDZ 200      | 2562             | 1/2"                       | 200         | 166          | 83%              | 200            | 195          | 115/1/60   | 4.6 | 1,2,3,4,5,6 |
| GUH-5            | REZNOR | BAY 1  | UDZ 225      | 2882             | 3/4"                       | 225         | 186          | 83%              | 225            | 212          | 115/1/60   | 7.5 | 1,2,3,4,5,6 |

**NOTES:**  
 1) POWER VENTED, SEPARATED COMBUSTION.  
 2) STAINLESS STEEL HEAT EXCHANGER AND BURNER.  
 3) MANUFACTURER'S VERTICAL CONCENTRIC VENT KIT.  
 4) WALL MOUNTED THERMOSTAT.  
 5) FACTORY MOUNTED AND WIRED DISCONNECT.  
 6) GAS PRESSURE REGULATOR.



**2**  
M1.00  
NOT TO SCALE

**3**  
M1.00  
NOT TO SCALE

**4**  
M1.00  
NOT TO SCALE

X:\AE\IDULAI170373\5-final-dsgn\5-drawings\30-Mech\11x17.dwg 2/4/2023 11:13 PM canderson



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Colin J. Anderson, PE*  
 Colin J. Anderson, PE  
 02/09/2023 LICENSE NO. 91198

DULUTH INTERNATIONAL AIRPORT (DLH)  
**2023 RANCH HANGAR**  
 DULUTH, MN

| MARK | DATE     | DESCRIPTION          |
|------|----------|----------------------|
| 1    | 02/23/23 | ADDENDUM 2 REVISIONS |

SEH FILE NO. DULAI\_170373  
 STATE PROJECT NO. 02/08/2023  
 DESIGNED BY CJA  
 DRAWN BY KML  
 Short Elliott Hendrickson, Inc. © (SEH)  
 © 2023 Short Elliott Hendrickson, Inc.

SHEET TITLE  
**MECHANICAL PLAN, SCHEDULES & DETAILS**

SHEET

**M1.00**

**GENERAL NOTES**

- A. INSTALLATION SHALL COMPLY WITH 2020 NATIONAL ELECTRICAL CODE (NEC). HANGAR AREAS SHALL COMPLY WITH NEC 513.
- B. CLASSIFICATION OF LOCATIONS
  - a. ANY PIT OR DEPRESSION BELOW THE LEVEL OF THE HANGAR FLOOR SHALL BE CLASSIFIED AS A CLASS 1, DIVISION 1 OR ZONE 1 LOCATION THAT SHALL EXTEND UP TO SAID FLOOR LEVEL.
  - b. THE ENTIRE AREA OF THE HANGAR, INCLUDING ANY ADJACENT AND COMMUNICATION AREAS NOT SUITABLY CUT OFF FROM THE HANGAR, SHALL BE CLASSIFIED AS A CLASS 1, DIVISION 2 OR ZONE 2 LOCATION UP TO A LEVEL 18 IN. ABOVE THE FLOOR.
  - c. THE AREA WITHIN 5 FT HORIZONTALLY FROM AIRCRAFT POWER PLANTS OR AIRCRAFT FUEL TANKS SHALL BE CLASSIFIED AS A CLASS 1, DIVISION 2 OR ZONE 2 LOCATION THAT SHALL EXTEND UPWARD FROM THE FLOOR TO A LEVEL 5 FT ABOVE THE UPPER SURFACE OF WINGS AND OF ENGINE ENCLOSURES.
- C. CONDUIT SHALL HAVE NO COUPLINGS/JOINTS BETWEEN FINISHED FLOOR AND 18" ABOVE FINISHED FLOOR.

**LIGHTING GENERAL NOTES**

- A. ALL MOUNTING HEIGHTS ARE FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURE UNLESS OTHERWISE NOTED.
- B. REFER TO SPECIFICATION SECTION 26 05 19 FOR MINIMUM CONDUCTOR SIZE ADJUSTMENTS FOR VOLTAGE DROP.
- C. CIRCUIT NUMBERS SHOWN AT LIGHT FIXTURE LOCATIONS CORRESPOND TO PANELBOARD BREAKERS. SEE PANELBOARD SCHEDULES ON SHEET E1.02.
- D. WIRE FOR CIRCUIT CONDUCTORS NOT SHOWN. PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUIT AND SWITCHING CONNECTIONS SHOWN.
- E. SEE LIGHT FIXTURE SCHEDULE ON SHEET E1.02.

**LIGHTING KEYNOTES**

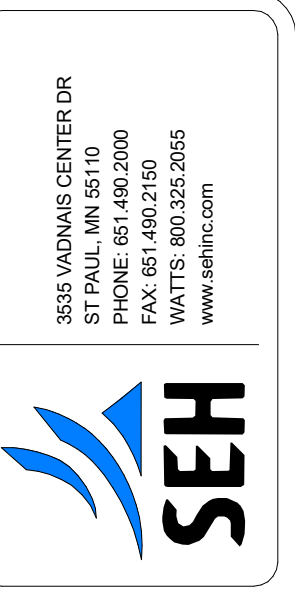
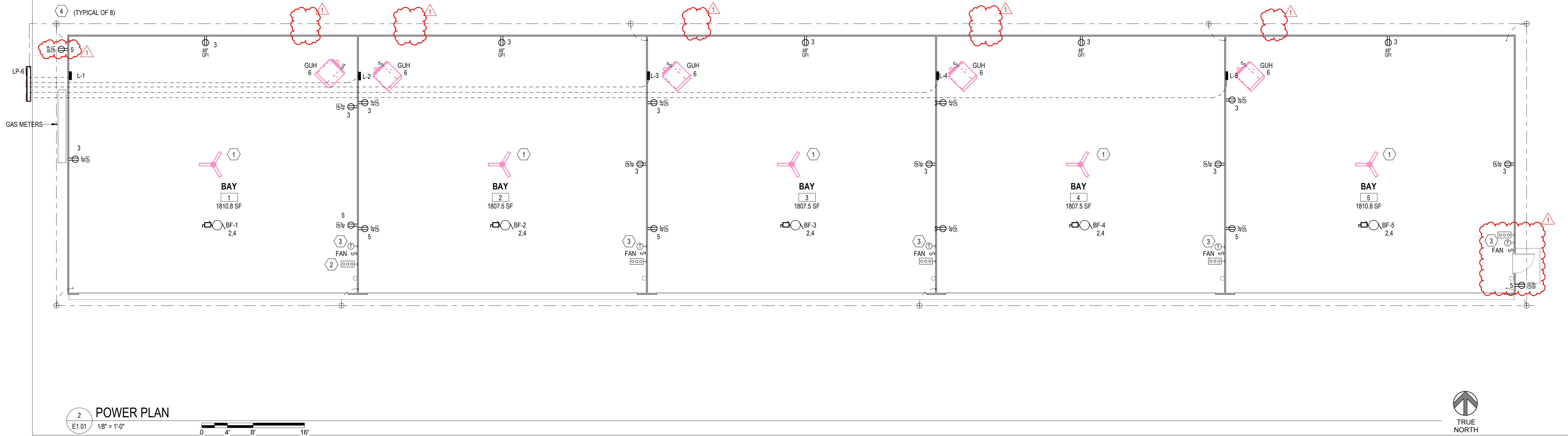
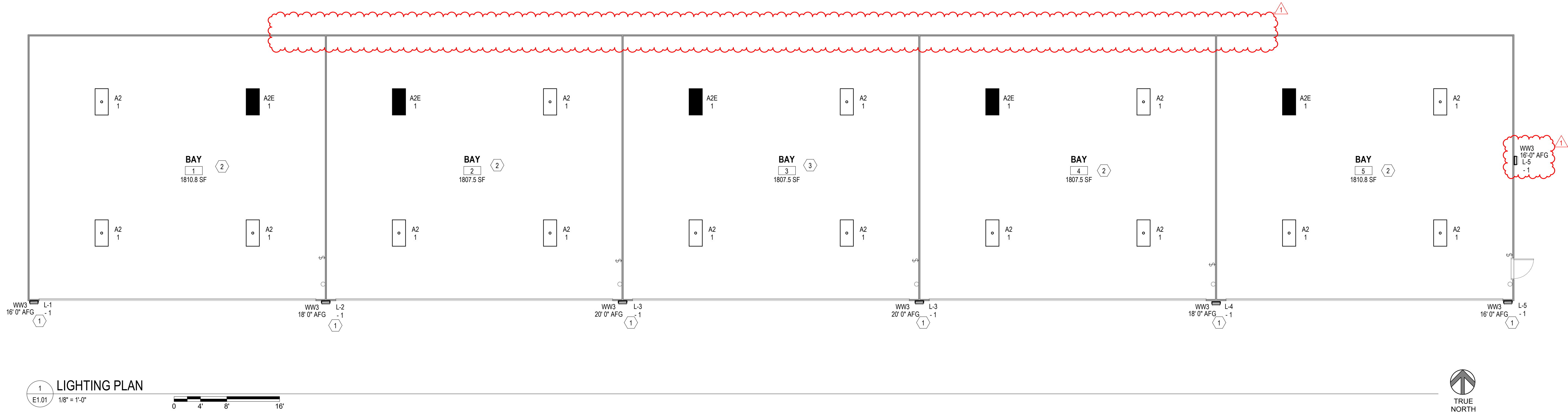
- 1. TYPE WW3 LIGHT FIXTURES CONTROLLED WITH INTEGRATED PHOTOCELL.
- 2. SUSPEND FIXTURES AT 16'-0" AFF.
- 3. SUSPEND FIXTURES AT 18'-0" AFF.

**POWER GENERAL NOTES**

- A. REFER TO SPECIFICATION SECTION 26 05 19 FOR MINIMUM CONDUCTOR SIZE ADJUSTMENTS FOR VOLTAGE DROP.
- B. CIRCUIT NUMBERS SHOWN AT GENERAL RECEPTACLE, ELECTRICAL EQUIPMENT, AND MECHANICAL EQUIPMENT LOCATIONS CORRESPOND TO PANELBOARD BREAKERS. SEE PANELBOARD SCHEDULES ON SHEET E1.02.
- C. SEE ONE-LINE DIAGRAMS FOR CONDUIT AND WIRING REQUIREMENTS. SEE SHEETS E0.01.
- D. SEE PANELBOARD SCHEDULES ON SHEET E1.02 FOR CONDUIT AND WIRING REQUIREMENTS.
- E. SEE MECHANICAL PLANS AND SCHEDULES FOR ALL HVAC AND PLUMBING POWER REQUIREMENTS AND DETAILS.

**POWER KEYNOTES**

- 1. BID ALTERNATE: INSTALL CEILING FAN. POWER AND CONTROL. PROVIDE 3/4" MFR RECOMMENDED CONTROL CABLE FROM FAN TO FAN CONTROLLER.
- 2. PROVIDE MFR RECOMMENDED CONDUIT/WIRE AS REQUIRED TO CONNECT ALL BI-FOLD DOOR OPERATOR, CONTROL STATION, LIMIT SWITCHES, SAFETY DEVICES AND NON-FUSED DISCONNECT SWITCH.
- 3. PROVIDE 3/4" THERMOSTAT CABLE TO GUH.
- 4. BOND TO BUILDING STEEL.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Chad B. Westbrock*  
CHAD B. WESTBROCK, P.E.  
DATE: 02/08/2023 LICENSE NO.: 417700

DULUTH INTERNATIONAL AIRPORT (DLH)  
**2023 RANCH HANGAR**  
DULUTH, MN

| MARK | DATE       | DESCRIPTION |
|------|------------|-------------|
| 1    | 02/08/2023 | ADDENDUM 2  |

SEH FILE NO. DULH\_170373  
STATE PROJECT NO. FEB 08, 2023  
DESIGNED BY KEZ  
DRAWN BY KEZ  
Short Elliot Hendrickson, Inc. © (SEH)  
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SHEET TITLE  
**ELECTRICAL PLANS**

SHEET  
**E1.01**

### LOAD CENTER: L-3

LOCATION: BAY 3  
 MOUNTING: SURFACE NEMA 1  
 MAIN DEVICE: 60.0 A MCB  
 BUS AMPS: 60 AMPS

VOLTAGE: 120/240 V, 1 ø 3 W.  
 A.I.C. RATING: 10,000 AMPS SYMMETRICAL  
 SPECIAL:

| CONDUIT/ WIRE       | LOAD DESCRIPTION | BKR       | P | CKT     | PHASE A KVA | PHASE B KVA | CKT   | P                          | BKR  | LOAD DESCRIPTION      | CONDUIT/ WIRE     |
|---------------------|------------------|-----------|---|---------|-------------|-------------|-------|----------------------------|------|-----------------------|-------------------|
| 3/4" - 2#12, #12G   | LIGHTING         | 20 A      | 1 | 1       | 0.5         | 0.8         | 2     | 2                          | 20 A | BI-FOLD DOOR OPERATOR | 3/4" - 2#12, #12G |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 3       |             |             | 4     | 2                          | 20 A |                       |                   |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 5       | 0.0         | 0.9         | 6     | 1                          | 20 A | GUH                   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 7       |             |             | 8     | 1                          | 20 A | BID ALTERNATE: CF-1   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 9       | 0.0         | 0.0         | 10    | 1                          | 20 A | SPARE                 |                   |
|                     | SPARE            | 20 A      | 1 | 11      |             |             | 12    | 1                          | 20 A | SPARE                 |                   |
|                     |                  |           |   |         | TOTAL LOAD: | 2 kVA       | 1 kVA |                            |      |                       |                   |
|                     |                  |           |   |         | TOTAL AMPS: | 16 A        | 7.5 A |                            |      |                       |                   |
| LOAD CLASSIFICATION |                  | CONNECTED |   | DEMAND  |             | ESTIMATED   |       | PANEL TOTALS               |      |                       |                   |
| Other               |                  | 614 VA    |   | 100.00% |             | 614 VA      |       | CONNECTED LOAD: 1122 VA    |      |                       |                   |
| Lighting            |                  | 521 VA    |   | 100.00% |             | 521 VA      |       | ESTIMATED DEMAND: 1122 VA  |      |                       |                   |
| Receptacle          |                  | 0 VA      |   | 0.00%   |             | 0 VA        |       | CONNECTED CURRENT: 4.7 A   |      |                       |                   |
|                     |                  |           |   |         |             |             |       | EST. DEMAND CURRENT: 4.7 A |      |                       |                   |

NOTES:

### LOAD CENTER: L-2

LOCATION: BAY 4  
 MOUNTING: SURFACE NEMA 1  
 MAIN DEVICE: 60.0 A MCB  
 BUS AMPS: 60 AMPS

VOLTAGE: 120/240 V, 1 ø 3 W.  
 A.I.C. RATING: 10,000 AMPS SYMMETRICAL  
 SPECIAL:

| CONDUIT/ WIRE       | LOAD DESCRIPTION | BKR       | P | CKT     | PHASE A KVA | PHASE B KVA | CKT   | P                          | BKR  | LOAD DESCRIPTION      | CONDUIT/ WIRE     |
|---------------------|------------------|-----------|---|---------|-------------|-------------|-------|----------------------------|------|-----------------------|-------------------|
| 3/4" - 2#12, #12G   | LIGHTING         | 20 A      | 1 | 1       | 0.5         | 0.8         | 2     | 2                          | 20 A | BI-FOLD DOOR OPERATOR | 3/4" - 2#12, #12G |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 3       |             |             | 4     | 2                          | 20 A |                       |                   |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 5       | 0.0         | 0.5         | 6     | 1                          | 20 A | GUH                   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 7       |             |             | 8     | 1                          | 20 A | BID ALTERNATE: CF-1   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 9       | 0.0         | 0.0         | 10    | 1                          | 20 A | SPARE                 |                   |
|                     | SPARE            | 20 A      | 1 | 11      |             |             | 12    | 1                          | 20 A | SPARE                 |                   |
|                     |                  |           |   |         | TOTAL LOAD: | 2 kVA       | 1 kVA |                            |      |                       |                   |
|                     |                  |           |   |         | TOTAL AMPS: | 16 A        | 7.5 A |                            |      |                       |                   |
| LOAD CLASSIFICATION |                  | CONNECTED |   | DEMAND  |             | ESTIMATED   |       | PANEL TOTALS               |      |                       |                   |
| Other               |                  | 614 VA    |   | 100.00% |             | 614 VA      |       | CONNECTED LOAD: 1122 VA    |      |                       |                   |
| Lighting            |                  | 521 VA    |   | 100.00% |             | 521 VA      |       | ESTIMATED DEMAND: 1122 VA  |      |                       |                   |
| Receptacle          |                  | 0 VA      |   | 0.00%   |             | 0 VA        |       | CONNECTED CURRENT: 4.7 A   |      |                       |                   |
|                     |                  |           |   |         |             |             |       | EST. DEMAND CURRENT: 4.7 A |      |                       |                   |

NOTES:

### LOAD CENTER: L-1

LOCATION: BAY 5  
 MOUNTING: SURFACE NEMA 1  
 MAIN DEVICE: 60.0 A MCB  
 BUS AMPS: 60 AMPS

VOLTAGE: 120/240 V, 1 ø 3 W.  
 A.I.C. RATING: 10,000 AMPS SYMMETRICAL  
 SPECIAL:

| CONDUIT/ WIRE       | LOAD DESCRIPTION | BKR       | P | CKT     | PHASE A KVA | PHASE B KVA | CKT    | P                          | BKR  | LOAD DESCRIPTION      | CONDUIT/ WIRE     |
|---------------------|------------------|-----------|---|---------|-------------|-------------|--------|----------------------------|------|-----------------------|-------------------|
| 3/4" - 2#12, #12G   | LIGHTING         | 20 A      | 1 | 1       | 0.5         | 0.8         | 2      | 2                          | 20 A | BI-FOLD DOOR OPERATOR | 3/4" - 2#12, #12G |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 3       |             | 0.5         | 4      | 2                          | 20 A |                       |                   |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 5       | 0.2         | 0.9         | 6      | 1                          | 20 A | GUH                   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 7       |             |             | 8      | 1                          | 20 A | BID ALTERNATE: CF-1   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 9       | 0.0         | 0.0         | 10     | 1                          | 20 A | SPARE                 |                   |
|                     | SPARE            | 20 A      | 1 | 11      |             |             | 12     | 1                          | 20 A | SPARE                 |                   |
|                     |                  |           |   |         | TOTAL LOAD: | 2 kVA       | 1 kVA  |                            |      |                       |                   |
|                     |                  |           |   |         | TOTAL AMPS: | 16 A        | 12.0 A |                            |      |                       |                   |
| LOAD CLASSIFICATION |                  | CONNECTED |   | DEMAND  |             | ESTIMATED   |        | PANEL TOTALS               |      |                       |                   |
| Other               |                  | 974 VA    |   | 100.00% |             | 974 VA      |        | CONNECTED LOAD: 2197 VA    |      |                       |                   |
| Lighting            |                  | 521 VA    |   | 100.00% |             | 521 VA      |        | ESTIMATED DEMAND: 2197 VA  |      |                       |                   |
| Receptacle          |                  | 720 VA    |   | 100.00% |             | 720 VA      |        | CONNECTED CURRENT: 9.2 A   |      |                       |                   |
|                     |                  |           |   |         |             |             |        | EST. DEMAND CURRENT: 9.2 A |      |                       |                   |

NOTES:

### LIGHTING FIXTURE SCHEDULE

| TYPE | DESCRIPTION   | MOUNTING  | VOLT  | MFR        | CATALOG SERIES                               | LUMENS | WATT  |
|------|---|-----------|-------|------------|--|--------|-------|
| A2   | 4' LED HIGHBAY  | SUSPENDED | 120 V | DAY BRITE  | FBX20LL40-UNV-MI                             | 20,208 | 129 W |
| A2E  | 4' LED HIGHBAY  | SUSPENDED | 120 V | DAY BRITE  | FBX20LL40-UNV-MI-EMLEDC                      | 20,208 | 129 W |
| WW3  | EXTERIOR LED W/ 90 DEG CUTOFF, PHOTOCCELL (BI-FOLD DOORS) | WALL      | 120 V | VISIONAIRE | VSC-II-T3-32LC-74K-UNV-WM-BZ-PC-120-EBPL-CLD | 8,400  | 74 W  |

NOTES:  
 1. PROVIDE FIXTURES SHOWN OR APPROVED EQUALS.

### LOAD CENTER: L-5

LOCATION: BAY 1  
 MOUNTING: SURFACE NEMA 1  
 MAIN DEVICE: 60.0 A MCB  
 BUS AMPS: 60 AMPS

VOLTAGE: 120/240 V, 1 ø 3 W.  
 A.I.C. RATING: 10,000 AMPS SYMMETRICAL  
 SPECIAL:

| CONDUIT/ WIRE       | LOAD DESCRIPTION | BKR       | P | CKT     | PHASE A KVA | PHASE B KVA | CKT   | P                          | BKR  | LOAD DESCRIPTION      | CONDUIT/ WIRE     |
|---------------------|------------------|-----------|---|---------|-------------|-------------|-------|----------------------------|------|-----------------------|-------------------|
| 3/4" - 2#12, #12G   | LIGHTING         | 20 A      | 1 | 1       | 0.5         | 0.8         | 2     | 2                          | 20 A | BI-FOLD DOOR OPERATOR | 3/4" - 2#12, #12G |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 3       |             |             | 4     | 2                          | 20 A |                       |                   |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 5       | 0.0         | 0.9         | 6     | 1                          | 20 A | GUH                   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 7       |             |             | 8     | 1                          | 20 A | BID ALTERNATE: DF     | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 9       | 0.0         | 0.0         | 10    | 1                          | 20 A | SPARE                 |                   |
|                     | SPARE            | 20 A      | 1 | 11      |             |             | 12    | 1                          | 20 A | SPARE                 |                   |
|                     |                  |           |   |         | TOTAL LOAD: | 2 kVA       | 1 kVA |                            |      |                       |                   |
|                     |                  |           |   |         | TOTAL AMPS: | 19 A        | 7.5 A |                            |      |                       |                   |
| LOAD CLASSIFICATION |                  | CONNECTED |   | DEMAND  |             | ESTIMATED   |       | PANEL TOTALS               |      |                       |                   |
| Other               |                  | 974 VA    |   | 100.00% |             | 974 VA      |       | CONNECTED LOAD: 1479 VA    |      |                       |                   |
| Lighting            |                  | 521 VA    |   | 100.00% |             | 521 VA      |       | ESTIMATED DEMAND: 1479 VA  |      |                       |                   |
| Receptacle          |                  | 0 VA      |   | 0.00%   |             | 0 VA        |       | CONNECTED CURRENT: 6.2 A   |      |                       |                   |
|                     |                  |           |   |         |             |             |       | EST. DEMAND CURRENT: 6.2 A |      |                       |                   |

NOTES:

### LOAD CENTER: L-4

LOCATION: BAY 2  
 MOUNTING: SURFACE NEMA 1  
 MAIN DEVICE: 60.0 A MCB  
 BUS AMPS: 60 AMPS

VOLTAGE: 120/240 V, 1 ø 3 W.  
 A.I.C. RATING: 10,000 AMPS SYMMETRICAL  
 SPECIAL:

| CONDUIT/ WIRE       | LOAD DESCRIPTION | BKR       | P | CKT     | PHASE A KVA | PHASE B KVA | CKT   | P                          | BKR  | LOAD DESCRIPTION      | CONDUIT/ WIRE     |
|---------------------|------------------|-----------|---|---------|-------------|-------------|-------|----------------------------|------|-----------------------|-------------------|
| 3/4" - 2#12, #12G   | LIGHTING         | 20 A      | 1 | 1       | 0.5         | 0.8         | 2     | 2                          | 20 A | BI-FOLD DOOR OPERATOR | 3/4" - 2#12, #12G |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 3       |             |             | 4     | 2                          | 20 A |                       |                   |
| 3/4" - 2#12, #12G   | RECEPTACLES      | 20 A      | 1 | 5       | 0.0         | 0.5         | 6     | 1                          | 20 A | GUH                   | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 7       |             |             | 8     | 1                          | 20 A | BID ALTERNATE: DF     | 3/4" - 2#12, #12G |
|                     | SPARE            | 20 A      | 1 | 9       | 0.0         | 0.0         | 10    | 1                          | 20 A | SPARE                 |                   |
|                     | SPARE            | 20 A      | 1 | 11      |             |             | 12    | 1                          | 20 A | SPARE                 |                   |
|                     |                  |           |   |         | TOTAL LOAD: | 2 kVA       | 1 kVA |                            |      |                       |                   |
|                     |                  |           |   |         | TOTAL AMPS: | 16 A        | 7.5 A |                            |      |                       |                   |
| LOAD CLASSIFICATION |                  | CONNECTED |   | DEMAND  |             | ESTIMATED   |       | PANEL TOTALS               |      |                       |                   |
| Other               |                  | 614 VA    |   | 100.00% |             | 614 VA      |       | CONNECTED LOAD: 1122 VA    |      |                       |                   |
| Lighting            |                  | 521 VA    |   | 100.00% |             | 521 VA      |       | ESTIMATED DEMAND: 1122 VA  |      |                       |                   |
| Receptacle          |                  | 0 VA      |   | 0.00%   |             | 0 VA        |       | CONNECTED CURRENT: 4.7 A   |      |                       |                   |
|                     |                  |           |   |         |             |             |       | EST. DEMAND CURRENT: 4.7 A |      |                       |                   |

NOTES: