

# City of Duluth Housing Inspection / Fire Prevention Relocation

## ADDENDUM NO. 1

The following Addendum shall be appended to and become part of the Plans and Specifications for City of Duluth Housing Inspection / Fire Prevention Relocation.

This Addendum supersedes and supplants all previous reference to similar items.

Architecture Advantage, LLP  
1411 London Road  
Duluth, Minnesota 55805

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### Addendum Item:

#### General:

1. Provide (3) semi-recessed fire extinguisher cabinets (similar to JL Industries Cosmopolitan Series) with (3) total 10 lb. UL rated multi-purpose dry chemical type fire extinguishers. Location to be confirmed by owner and architect during construction.
2. See attached Interior Finish Schedule for reference. Architect reserves right to modify colors within the same product lines indicated.
3. There are no special inspections required on this project. Any that do arise throughout the project will be the responsibility of the owner.
4. Raised concrete floor extents are in areas 105, 106, 108, 109 and 111. Contractor's option to install 2" sandbed with 4" floor or to install 6" concrete floor entirely. Concrete floor to be reinforced with 6x6 10/10 WWM. Compressive strength of concrete at 28 days must be 3500 psi. Floor to receive a troweled finish with construction joints every 20'-0" maximum.
5. Contractor option to use z spline system and 2" insulation at furred walls in lieu of 2" metal studs.

#### Changes to the Specification:

6. **TABLE OF CONTENTS**  
A. Replace existing table of contents with that attached here dated 02.22.10.
7. **INVITATION TO BIDDERS**  
A. In addition to the plan deposit fee, should shipping be required there is an additional Twenty-Five Dollar (\$25.00) charge.
8. **PERFORMANCE BOND**  
A. Replace original performance bond with that attached here dated 02.22.10.
9. **PAYMENT BOND**  
A. Replace original payment bond with that attached here dated 02.22.10.
10. **PROJECT LABOR AGREEMENT**  
A. Attach project labor agreement to specification as attached here dated 02.22.10.

11. **SPECIAL CONDITIONS**  
7. COMPLETION TIME & LIQUIDATED DAMAGES

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The schedule calls for work to begin upon receipt of Notice to Proceed and to be substantially complete within **120 calendar days**.

12. **SECTION 064023** **INTERIOR ARCHITECTURAL WOODWORK**

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A. Revise section 2.2 Item C as shown below.

**2.2 CABINET HARDWARE AND ACCESSORIES**

C. Wire Pulls: Hafele Item No. 102.27.410 in Chrome Matte.

13. **SECTION 087100** **HARDWARE**

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A. Delete page 9 of 9 in its entirety.

14. **SECTION 093000** **TILING**

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A. Revise section 2.1 as shown below.

**2.1 TILE PRODUCTS**

A. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

B. Tile Type: Glazed wall tile.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Daltile; Division of Dal-Tile International Inc. – Kimona Silk
- b. Approved equal.

2. Module Size: 12 by 12 inches.

3. Finish: Mat, opaque glaze.

4. Tile Color and Pattern: Morning Dove P325 - Brick install.

5. Grout Color: As selected by Architect from manufacturer's full range.

6. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:

Wainscot Cap: Bullnose cap, module size 3 by 12 inches.

**Changes to the Drawings:**

15. **SHEET SITE** **SITE PLAN**

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A. New 6' wide walk to be a concrete walk.

B. All new parking signs to receive U-channel posts.

C. Contractor to provide new traffic coatings as indicated on site plan.

16. **SHEET A0.1** **DEMOLITION PLAN**
- 
- A. Revise Note 'T': Contractor to remove existing lockers and concrete filled base in lieu of owner.
- B. Add Note 'U': Remove existing ceiling. (This would correspond to rooms 100, 101, 102, 103, 104, and 108 of the new layout)
17. **SHEET A2.1** **SCHEDULES/INTERIOR ELEVATIONS**
- 
- A. Door 101: Size 3-0x7-0.
- B. Provide new hollow metal frame where existing door being reused and raised at IT Closet 107.
- C. See attached sheet R-2 dated 02.22.10 for clarifications on drawings 20/A2.1 and 21/A2.1 that printed incorrectly.
- D. Insulated panels at door and window frames to be similar to a Mapes® Panel Veneer/Glazing Infill Panels.
18. **SHEET A3.1** **EXTERIOR ELEVATION**
- 
- A. Exterior canvas awning to incorporate the City of Duluth logo at the language 'Housing Inspection and Fire Prevention Offices'. See attached sheet R-1 dated 02.22.10. This nomenclature may change and will be reviewed during shop drawing submittal. Awning with solid valance to have solid sides as well.

**Electrical:**

**Changes to the Drawings:**

19. **SHEET E1.1** **ELECTRICAL TITLE SHEET**
- 
- B. Add Item 'G and H' under General Project Notes.
- G. For all new 120 V, single phase circuits provide a dedicated neutral and grounding conductor. The use of shared neutral and / or grounding conductors is prohibited. For all existing branch circuit runs not affected by demolition and / or reused for service to new, provide dedicated neutral and grounding conductors where existing shared conditions are present.
- H. The use of multi-pole circuit breakers for single phase circuits is prohibited. Where existing conditions dictate replace existing multi-pole circuit breakers with single pole circuit breakers in quantities required to fill vacated panel space to achieve the new branch circuit requirements specified on plans meeting conditions specified in General Note 'G' above.

**Product Approvals**

<b>Section</b>	<b>Item</b>	<b>Manufacturer/Product</b>
099113	Exterior Painting	Diamond Vogel
099123	Interior Painting	Diamond Vogel
099300	Staining and Transparent Finishing	Diamond Vogel

# City of Duluth Fire Prevention / Housing Inspection Color and Finish Selection

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December 17, 2009

## Floors

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### Carpet:

All Carpet to be Interface Braided color Stratford, brick install.

### Linoleum:

All linoleum to be Forbo Marmoleum Fresco color 3881 Green Wellness.

## Walls

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### Paint:

All walls painted to match Sherwin Williams Downy SW7002 (note: this includes the gypsum board upper portion of the reception desk) with the exception of the following:

Conference Room 104 East wall (note stop and start points on attached), Housing Inspection 105 West wall, Office Area 106 North wall, Deputy Marshals 101 partial wall and East wall, File Storage / Work Area 108 North Wall to be painted to match Ryegrass SW6423.

Men's Room 103 and Women's Room 102 West and short North walls to be painted to match Sherwin Williams Hearts of Palm SW6415.

[See attached for details on paint locations.](#)

### Radiators:

All radiators and associated pipes to be painted to match the wall they are located on.

### Wall Tile:

Dal Tile Kimona Silk color Morning Dove P325. 12x12 Brick install w/ 3x12 bullnose.

### Vinyl Base:

Johnsonite color 29 Moon Rock.

### Architectural Woodwork:

All architectural woodwork to be Ash with natural finish with the exception of Housing Inspection 105 sliding soffit doors on North wall to be painted to match wall color.

## Ceilings

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### Gypsum Painted Ceilings and Soffits:

All gyp. ceilings and soffits to be painted to match Sherwin Williams Downy SW7002

### Ceiling Tile:

All ceiling tile to be white.

## Doors

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### Hollow Metal Frames:

All hollow metal frames to be painted to match the wall they are located on.

### Wood Doors:

All wood doors to be natural Ash.

## Miscellaneous

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### Laminate Casework:

#### Fire Marshall 100:

Casework: Nevemar Natural Bamboo WZ001BT, base cabinets and upper shelf.

Countertop: Formica VirrVarr White 6943-58.

#### Deputy Marshals 101:

Casework: Nevemar Natural Bamboo WZ001BT base and uppers. Tall storage unit to be Arborite P297-CA Tatami Wasabi.

Countertop: Formica VirrVarr White 6943-58.

#### Women's 102 and Men's 103:

Countertop: Nevemar Natural Bamboo WZ001BT

#### Conference 104:

Casework: lower- Arborite P297-CA Tatami Wasabi; upper- Nevemar Natural Bamboo WZ001BT.

Countertop: Formica VirrVarr White 6943-58.

#### Housing Inspection 105 (copier area):

Casework: lower- Arborite P297-CA Tatami Wasabi; upper- Nevemar Natural Bamboo WZ001BT.

Countertop: Formica VirrVarr White 6943-58.

#### Clerical 109:

Casework: Formica VirrVarr White 6943-58.

Countertop: Formica VirrVarr White 6943-58 with wood edge.

#### File Storage / Work Area 108:

Casework: Nevemar Natural Bamboo WZ001BT

Countertop: Arborite P297-CA Tatami Wasabi

### Fabric:

Tack board fabric to be Maharam Stagger 901872 color 008 Tender.

## **Furniture**

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Furniture Finish Suggestions:

Systems finish: Folkstone Grey 8Q

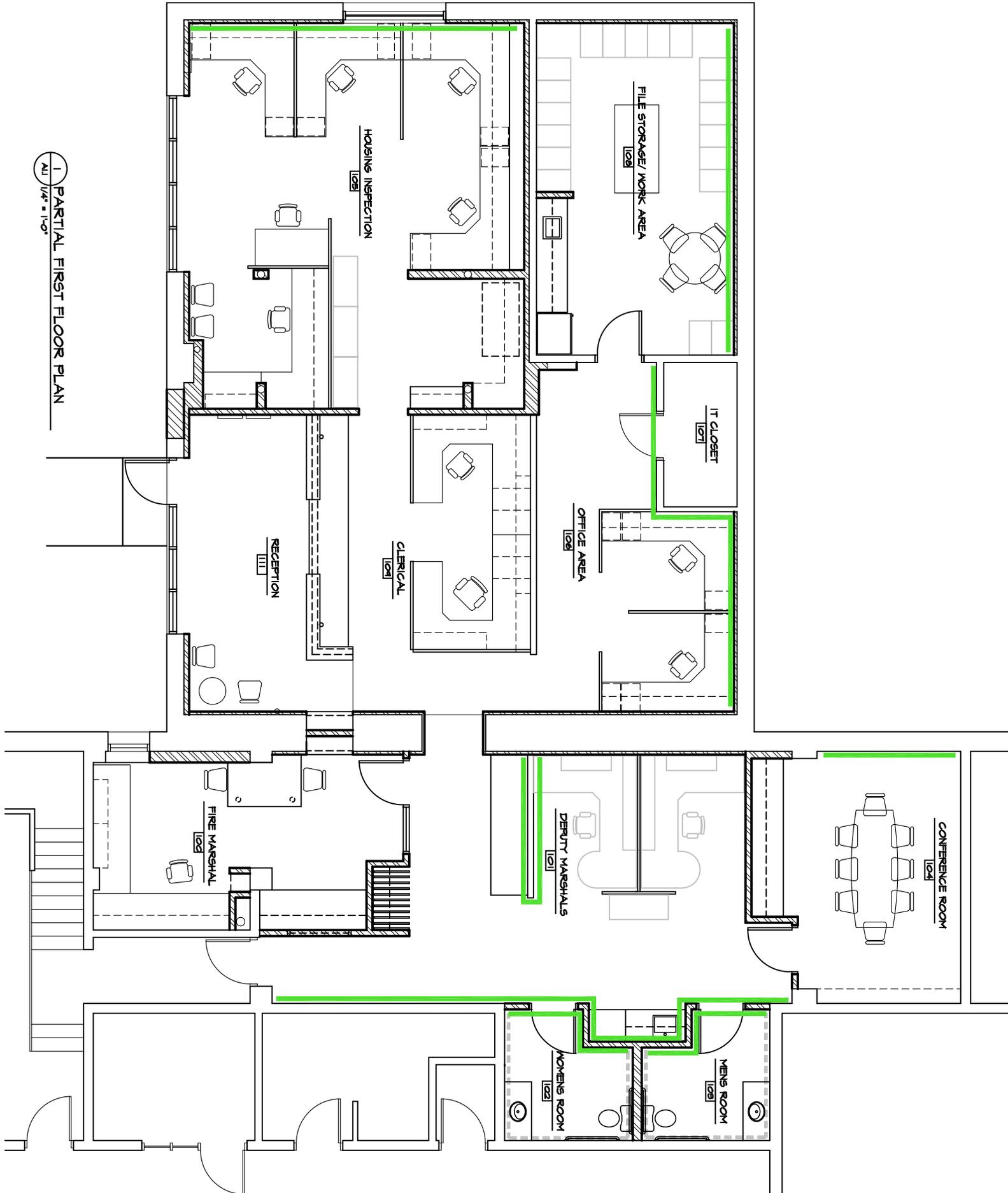
P-lam tops: White 91

Overhead Storage: Laminate Ash LA or Veneer Light Ash AV

Fabric Panels: Chain Pearl 2V01

Seating: Crossing Loden 8T14

1 PARTIAL FIRST FLOOR PLAN  
All 1/4" = 1'-0"



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EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT  
IC-134  
*PROJECT LABOR AGREEMENT (Add. No. 1)*

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STAINING AND TRANSPARENT FINISHING .....	099300



**CITY OF DULUTH**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we:

\_\_\_\_\_ (contractor's name)  
(hereinafter called the "Contractor") located at: \_\_\_\_\_

\_\_\_\_\_ (contractor's address)

and \_\_\_\_\_ (surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

\_\_\_\_\_ (surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or

performance of the contract,

C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety's liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed

thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_  
Attorney-in-Fact

**ACKNOWLEDGEMENTS**

State of Minnesota )  
 ) ss. Principal – Individual  
County of St. Louis )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota )  
 ) ss. Principal – Corporate or Partnership  
County of St. Louis )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota )  
 ) ss. Surety  
County of St. Louis )

Be It Known, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_, came before me personally  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of

\_\_\_\_\_  
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by  
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of  
Minnesota showing that it is authorized to contract as a surety; and said

\_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Assistant City Attorney Duluth MN

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Finance Director Duluth MN



**CITY OF DULUTH**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we:

\_\_\_\_\_ (contractor's name)  
(hereinafter called the "Contractor") located at: \_\_\_\_\_

\_\_\_\_\_ (contractor's address)

and \_\_\_\_\_ (surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

\_\_\_\_\_ (surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), for the benefit of persons furnishing labor and materials for the contract set forth below, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the payment of all labor and materials supplied by any person in the performance of a written contract for the purpose of:

\_\_\_\_\_ according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall make payments, as they may become due, to all persons supplying "labor and materials," as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
- B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully

maintained,

Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said City, but any person furnishing "labor and materials," as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By  
Attorney-in-Fact

**ACKNOWLEDGEMENTS**

State of Minnesota) ) ss. Principal – Individual  
County of St. Louis)

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota) ) ss. Principal – Corporate or Partnership  
County of St. Louis)

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota) ) ss. Surety  
County of St. Louis)

Be It Known, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_, came before me personally  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that he/she is the \_\_\_\_\_ (title)  
of \_\_\_\_\_  
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by  
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of  
Minnesota showing that it is authorized to contract as a surety; and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Assistant City Attorney Duluth MN

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Finance Director Duluth MN

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

**PUBLIC SECTOR**

**CITY OF DULUTH**

**&**

**(Name of Contractor)**

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## **AGREEMENT**

This Project Labor Agreement (hereinafter, the “Agreement”), is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the various contractors engaged in the construction of facilities to be known as the (Project). The parties to this Agreement are the Building and Construction Trades Council, on behalf of its affiliated Local Unions (hereinafter “Union” or “Unions”), the City of Duluth (hereinafter “Owner”) and Contractor (hereinafter “Construction Manager/General Manager,” “Contractor,” and “Contractors”).

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. Therefore, the Union agrees that other Contractors may execute the Agreement for the purpose of covering that work. The Construction Manager/General Contractor shall monitor compliance with this Agreement by all Contractors who through their execution of this Agreement, together with their subcontractors, have become bound hereto.

The term “Contractor” shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

## **ARTICLE I - PURPOSE**

The (Project), an undertaking of the Owner, is a public project which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the .project unless maximum cooperation of all segments of the construction industry is obtained. This Agreement is to establish as the minimum standards on the Project the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

## **ARTICLE II - SCOPE OF THE AGREEMENT**

Section 1. This Agreement, hereinafter designated as the “Project Labor Agreement” or “Agreement,” shall apply and is limited to all construction work included in all Bid Categories for the (Project), under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on and after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of:

(Project)

Section 2. It is agreed that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A.

Section 5. The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A.

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement (“PLA contractor”) may select to participate in the legally established industry health reimbursement arrangement (“HRA”) plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractor's bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans are subject to confirmation by the Trustees of the HRA trust and plan. This may include an independent audit according to a policy as established by the Trustees. Contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with the terms of the HRA. trust and plan.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements (or in lieu thereof, the aforementioned HRA plan and trust including any policies) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 6. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 8. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 9. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 10. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state

prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and per Minnesota state prevailing wage law delivery and pickup of the above-listed materials constitutes incorporation.

### **ARTICLE III - UNION RECOGNITION AND REPRESENTATION**

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

### **ARTICLE IV - LABOR HARMONY CLAUSE**

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on that (Project) and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the (project). The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the city of Duluth may have, including without limitation the right to terminate the contract.

## **ARTICLE V - WORK STOPPAGES AND LOCKOUTS**

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive, activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1, of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

## **ARTICLE VI - DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Construction Manager/General Contractor and the Building and Construction Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Construction Manager/General Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

## **ARTICLE VII - JURISDICTIONAL DISPUTES**

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

## **ARTICLE VIII - NO DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or nonmembership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

### **ARTICLE IX - SAVINGS AND SEPARABILITY**

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

### **ARTICLE X DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and shall continue in effect for the duration of the Project construction work described in Article II hereof Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project

commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF the parties have entered into this Agreement to be effective as of the day and year above written.

DULUTH BUILDING AND  
CONSTRUCTION TRADES COUNCIL

CONTRACTOR

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

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

Its \_\_\_\_\_  
(Printed Name/Title)

Its \_\_\_\_\_  
(Printed Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF DULUTH

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

Attest:  
\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

## SCHEDULE "A"

- A1 Asbestos Workers Local 49
- A-2 Boilermakers Local 647
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361
- A-5 Cements Masons/Plasterers Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242
- A-8 Iron Workers Local 512
- A-9 Laborers Local 1091
- A-10 Millrights & Machinery Erectors Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346

Graphics for Exterior Canvas Awning



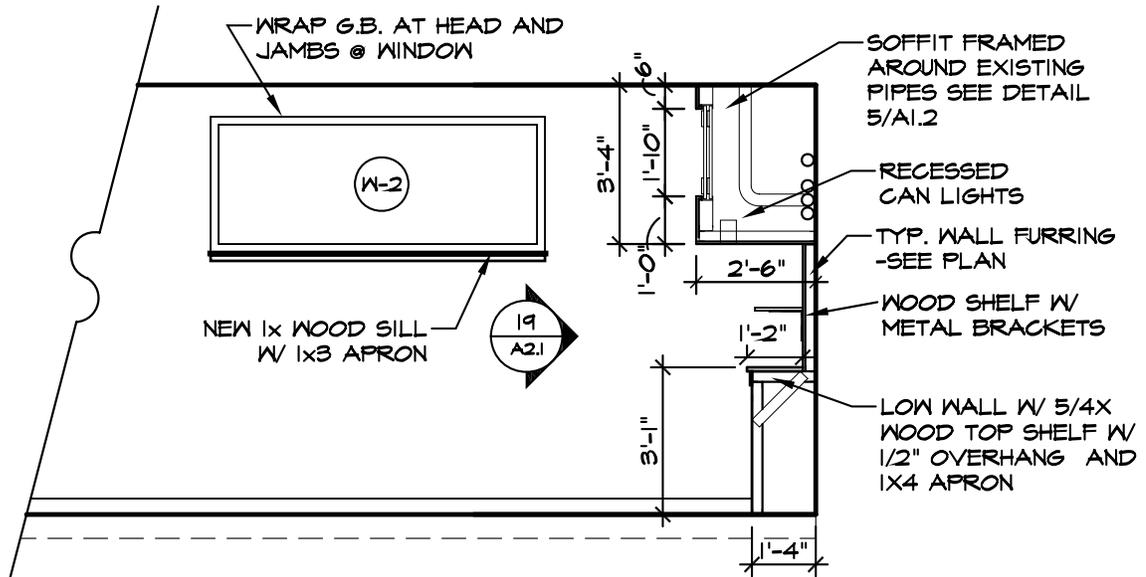
# Housing Inspection and Fire Prevention Offices

Total Width: 11'-0"

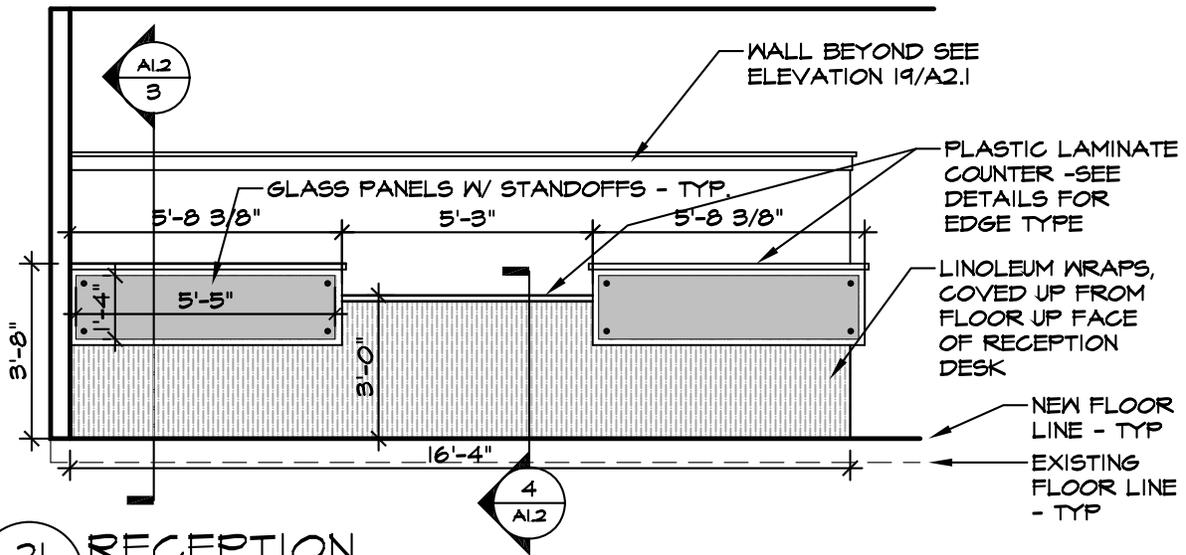
Logo to be in color - background and lettering colors to be chosen by Architect from manufacturer's full range.



**R-1**  
02.22.10



**20 HOUSING INSPECTION**  
 A2.1 1/4" = 1'-0"



**21 RECEPTION**  
 A2.1 1/4" = 1'-0"

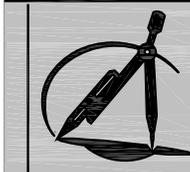
HOUSING INSPECTION & FIRE PREVENTION RELOCATION

602 W. Second Street Duluth, Minnesota

PROJECT NO:  
0412

DRAWN BY:

CHECKED BY:



**architecture**  
**A D V A N T A G E**

a limited liability partnership  
 1411 London Road - Duluth, Minnesota 55805-2426  
 Phone: 218.724.5568 - Fax: 218.724.5589 - EMail: info@architectureadvantage.com

RELEASE DATE:  
02.22.09

REVISIONS:

SHEET NO.

**R-2**

# Architecture Advantage

## Sign-in Sheet

**Project Title & No.** 0912 City of Duluth Housing Inspectio/Fire Preventior

**Date:** 02.11.10

<b>Print Name:</b> Bob Johnson <b>Phone:</b> 624-9446 <b>Fax:</b> 624-8889 <b>E-Mail:</b> sheetmetalbob@hotmail.com	<b>Company:</b> Midway Sheetmetal <b>Address:</b> 2671 Midway Road
<b>Print Name:</b> John Riihiluoma <b>Phone:</b> 879-3317 <b>Fax:</b> 879-3319 <b>E-Mail:</b> johnr@riihiluoma.com	<b>Company:</b> Ray Riihiluoma, Inc. <b>Address:</b> 1415 S. Highway 33 Cloquet, MN 55720
<b>Print Name:</b> Mike Carlson <b>Phone:</b> 262-6622 <b>Fax:</b> 262-2109 <b>E-Mail:</b> mcarlson@maygrayconst.com	<b>Company:</b> Max Gray Construction <b>Address:</b> 2501 5th Ave. W Hibbing, MN
<b>Print Name:</b> Chris Krook <b>Phone:</b> 715-394-7769 <b>Fax:</b> 715-394-7887 <b>E-Mail:</b> chriskrook@belknapelectric.com	<b>Company:</b> Belknap Electric <b>Address:</b> 1513 Belknap St. Superior, WI 54880
<b>Print Name:</b> John Stephen <b>Phone:</b> 724-5566 <b>Fax:</b> 728-2163 <b>E-Mail:</b> john@duluthelctrical.com	<b>Company:</b> Duluth Electrical Construction <b>Address:</b> 5051 Miller Trunk Highway Duluth, MN 55811
<b>Print Name:</b> Paul Crotteau <b>Phone:</b> 749-2222 <b>Fax:</b> 749-5490 <b>E-Mail:</b> pcrotteau-lanykelec@qwestoffice.com	<b>Company:</b> Lanyk Electric <b>Address:</b> 5555 Enterprise Dr. Virginia, MN
<b>Print Name:</b> Paul Senst <b>Phone:</b> 715-394-7771 <b>Fax:</b> 715-394-7776 <b>E-Mail:</b> psenst@cjs5300.com	<b>Company:</b> RJS Construction Group <b>Address:</b> 5300 Stinson Ave Superior, WI 54880
<b>Print Name:</b> David Michalski <b>Phone:</b> 722-0764 <b>Fax:</b> 723-2319 <b>E-Mail:</b> contact@electricsofduuluth.com	<b>Company:</b> Electric Systems <b>Address:</b> 4731 Grand Ave Duluth, MN

Print Name: <u>Craig Carlson</u>	Company: <u>Carlson Duluth Co</u>
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E-Mail: <u>craig@carlsonduluth.com</u>	
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Phone: <u>723-8351</u>	Address: <u>2502 W. Huron St.</u>
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E-Mail: <u>cb@carlsonbros.com</u>	
Print Name: <u>Charlie Brown</u>	Company: <u>JR Jensen</u>
Phone: <u>428-6925</u>	Address: <u>814 21st Ave. E</u>
Fax: <u>715-398-6651</u>	<u>Superior, WI 54880</u>
E-Mail: <u>cbrown@jrjconstruction.com</u>	
Print Name: <u>Kevin Amendola</u>	Company: <u>Amendola Builders</u>
Phone: <u>727-5000</u>	Address: <u>405 E. Superior St.</u>
Fax: <u>727-0908</u>	<u>Duluth, MN 55803</u>
E-Mail: <u>amendolabuilders@cpinternet.com</u>	
Print Name: <u>Chris Johnson</u>	Company: <u>Jamar Co.</u>
Phone: <u>628-1027</u>	Address: <u>4701 Collilo Dr.</u>
Fax: _____	<u>Duluth, MN</u>
E-Mail: <u>chris.johnson@jamarcompany.us</u>	
Print Name: <u>Don Hanson</u>	Company: <u>Erling Hanson General Contracting</u>
Phone: <u>722-0589</u>	Address: <u>P.O. Box 16224</u>
Fax: <u>722-9836</u>	<u>Duluth, MN 55816</u>
E-Mail: <u>erhansongen@charter.net</u>	
Print Name: <u>Darrill Adrtto</u>	Company: <u>A.G. O'Brien Plumbing &amp; Heating</u>
Phone: <u>729-9774</u>	Address: <u>4907 Lightning Drive</u>
Fax: <u>729-9662</u>	<u>Hermantown, MN 55811</u>
E-Mail: <u>dadrtto@cpinternet.com</u>	
Print Name: <u>Jacob Fluck</u>	Company: <u>EBI</u>
Phone: <u>428-1164</u>	Address: <u>4867 Miller Trunk Highway</u>
Fax: _____	<u>Hermantown, MN 55811</u>
E-Mail: <u>electricbuilders@hotmail.com</u>	