

DOCUMENT 00 00 11

**ADDENDUM NO. 1
MAY 22, 2023**

**2023 CONSTRUCT SRE BUILDING
AIP No. 3-27-0025-19-2023
CITY OF DULUTH NO. 23-4402
SKY HARBOR AIRPORT
DULUTH, MN**

SEH No. DULAI 167772

From: Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over and become part of the original bidding documents dated May 10, 2023 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of 2 pages, Document 00 52 00 - Standard Form of Agreement, Section 09 29 00 Gypsum Board, Section 13 34 00 Fabricated Engineered Structures, Section 31 41 40 – Structural Shoring (Temporary), Appendix B – Prevailing Wage Rates, Appendix I MnDOT DBE Special Provisions, and Drawing Nos. G2.01, C.0.00, C1.00, A1.10, A1.11, and A1.12.

Clarification to the Bidding Documents:

1. An updated Bid Worksheet will be available on Bid Express.
2. Project Drawings – For best results, the Project Drawings should be printed in Color.
3. Basis of Award – Refer to Document 01 23 00 for the Order of Precedence & Basis of Award. Award will be as follows:
 1. Base Bid Schedule A & B & C
 2. Base Bid Schedule A & B
 3. Base Bid Schedule A

Changes to Bidding Requirements:

4. Document 00 52 00 – Standard Form of Agreement, DELETE in its entirety and REPLACE with attached specification.
 1. Added excavation requirement to be completed in 14-calendar days for tribal monitoring.

Changes to Specifications:

5. Section 09 29 00 Gypsum Board, ADD new section in its entirety.
6. Section 13 34 00 Fabricated Engineered Structures, DELETE in its entirety and REPLACE with attached specification.
7. Section 31 41 40 – Structural Shoring (Temporary), ADD new section in its entirety.

Changes to Appendix

7. Appendix B – Prevailing Wage Rates – Replace in its entirety with the attached updated Prevailing Wage Rates.
8. Appendix I - MnDOT DBE Special Provisions - ADD new section in its entirety.

Changes to Drawings:

9. Drawing No. G2.01 – General Notes and Statement of Estimated Quantities, DELETE in its entirety and REPLACE with attached new Drawing No. G2.01.
 1. Updated Statement of Estimated Quantities.
10. Drawing No. C0.00 – Demolition, Survey and Erosion Control Plan, DELETE in its entirety and REPLACE with attached new Drawing No. C0.00.
 1. Updated general notes associated with the Drawing.
 2. Added Silt Fence and Rock Construction Entrance for Contractor Storage Area.
11. Drawing No. C1.00 – Geometry Plan, DELETE in its entirety and REPLACE with attached new Drawing No. C1.00.
 1. Added Plan Notes to the Drawing.
12. Drawing No. A1.10 – Code Plan and Summary - DELETE in its entirety and REPLACE with attached new Drawing No. A1.10.
13. Drawing No. A1.11 - Code Plan and Summary - DELETE in its entirety and REPLACE with attached new Drawing No. A1.11.
14. Drawing No. A1.12 - Code Plan and Summary - DELETE in its entirety and REPLACE with attached new Drawing No. A1.12.

Note: Receipt of this Addendum No. 1, dated May 22.2023, shall be acknowledged on [Bid Express](#). Failure to do so will not allow Bidder to submit Bid.

END OF ADDENDUM

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the Sky Harbor Airport on behalf of the Duluth Airport Authority
(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Construct SRE Building, Sky Harbor Airport.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a Snow Removal Equipment (SRE) building at Sky Harbor Airport.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150 calendar days** after the date when the Contract Times commence to run.

B. Sitework Milestone. All earthwork (excavation, foundation, footings, temporary shoring, etc.), sitework (utilities, paving, concrete, etc.) and all related construction elements at or below finished grade must be completed by **October 15, 2023**.

C. Excavation Requirement. The contractor must complete all excavation (below existing grade including but not limited to excavation for new structure foundation, footings and utilities) **within 14 calendar days**. This requirement is for the airport to coordinate with tribal monitoring, which is subject to contracting outside of the scope of the project. Notification prior to commencing is required.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Sitework Milestone Completion: Substantial Completion: Contractor shall pay Owner **\$1,000.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Substantial Completion: Contractor shall pay Owner **\$500.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200.00 for each day** that expires after such time until the Work is completed and ready for final payment.
4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Should taxiway lights be damaged or knocked down, the Contractor shall be assessed **\$1,000 per light occurrence**.
- B. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- D. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Payments will be due 30 days after approval.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
 - 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) per annum.

6.05 *Electronic Payment Requirements*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 24 of Document 00 21 13 Instructions to Bidders Online Bidding.
- B. Contractor delay in submitting forms in **Appendix E** to the Sponsor shall negate the Contractor's right to collect interest as referenced in Section 6.04 until the issue is resolved.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
 2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
 3. Performance Bond (Document 00 61 13).
 4. Payment Bond (Document 00 61 14).
 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. The Drawings listed in the index located on Drawing Sheet G000 (Title Sheet).
 9. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
 - c. Certificate of Insurance.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:
Sky Harbor Airport on behalf of the Duluth Airport Authority

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for Giving Notices:

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 4701 Grinden Drive

Address _____

Duluth, Minnesota 55881

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF DOCUMENT

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SECTION 09 29 00

GYPSUM BOARD

PART 1 GENERAL

1.01 SUMMARY

- A. Provide:
 - 1. Gypsum drywall:
 - a. Walls.
 - 2. Exterior gypsum sheathing:
 - 3. Drywall accessories including, but not limited to:
 - a. Fasteners.
- B. Related Sections:
 - 1. Section 13 34 00 – Fabricated Engineered Structures

1.02 REFERENCES

- A. ASTM:
 - 1. C840 - Application and Finishing of Gypsum Board
 - 2. C1002 - Standard for Steel Self-Piercing Tapping Screws for Application of Gypsum Panels
 - 3. C1177 - Glass Mat Gypsum Substrate for Use as Sheathing
 - 4. C1396 - Standard for Gypsum Board
 - 5. D3273 - Test for Resistance to Growth of Mold on the Surface of Interior Coatings
 - 6. E84 - Surface Burning Characteristics of Building Materials
 - 7. E119 - Fire Tests of Building Construction Materials
- B. Gypsum Association - Levels of Gypsum Board Finish (GA-214-Latest Edition)

1.03 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Product Data: Submit manufacturer's current Product Data including specifications, handling, storage and installation instructions, and maintenance recommendations.

1.04 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide drywall systems units made of components of standard construction furnished by one manufacturer as coordinated assemblies.
- B. Qualifications:
 - 1. Manufacturer: 5 years' experience in the manufacture of drywall systems.
 - 2. Contractor: 3 years' experience in the installation of drywall systems.
 - 3. Personnel: For actual installation of drywall systems, use personnel skilled in work required, completely familiar with manufacturer's recommended methods of installation, thoroughly familiar with requirements of work.

1.05 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes.
- B. Stack panels flat to prevent sagging.

1.06 PROJECT CONDITIONS

- A. Environmental Conditions:
 - 1. Joint Treatment: Control heating, ventilating during finishing operations to ensure maintenance of 55 degrees F minimum temperature.
 - 2. Comply with ASTM C840 or manufacturer's recommendations, whichever are more stringent.
 - 3. Existing Conditions: Drawings do not purport to show actual field dimensions, but are intended only to establish location and scope of Work. Field-verify dimensions and assume full responsibility for their accuracy.
- B. Do not install panels that are wet, show moisture damage, or are mold damaged.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Gypsum Drywall:
 - 1. Standard of Quality: Design is based on products of United States Gypsum Company (USG) www.usg.com
 - 2. Other Acceptable Manufacturers: Subject to compliance with requirements, acceptable manufacturers and products are:
 - a. G-P Gypsum www.gp.com/gypsum
 - b. National Gypsum Company www.nationalgypsum.com
 - c. Manufacturer of comparable products submitted in compliance with Section 01 25 13.
- B. Exterior Gypsum Sheathing: Subject to compliance with specified requirements, acceptable manufacturers and products are:
 - 1. United States Gypsum Company (USG) www.usg.com
 - 2. Georgia-Pacific, Atlanta, GA www.gp.com
 - 3. United States Gypsum, Chicago, IL www.usg.com
 - 4. Manufacturer of comparable products submitted in compliance with Section 01 25 13.
- C. Corner Beads and Trim:
 - 1. Metal trim design is based on Sheetrock brand products of USG www.usg.com
 - 2. Subject to compliance with requirements, acceptable manufacturers are:
 - a. Dietrich Metal Framing, Pittsburgh, PA www.dietrichmetalframing.com
 - b. Manufacturer of comparable products submitted in compliance with Section 01 25 13.

2.02 MATERIALS

- A. Panels, General:
 - 1. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
- B. Interior Gypsum Drywall:
 - 1. Meet ASTM C1396.
 - 2. Gypsum Board:
 - a. Thickness: 5/8-inch-thick.
 - 1) Core: Type X core.
- C. Exterior Gypsum Sheathing:
 - 1. Glass-Mat Surfaced Gypsum Sheathing
 - a. Noncombustible gypsum incorporating a water-resistant material.
 - b. Meet ASTM C1177.
 - c. Surfaced on face and back with inorganic glass fiber mats and alkali-resistant coating.
 - d. Resistant to delamination, deterioration due to weather, and mold and mildew.
 - e. Noncombustible; comply with ASTM E84.
 - f. Thickness: 5/8-inch.

- g. Core: Type 'X' Core.
 - h. Product:
 - i. UltraLight Glass-Mat Sheathing by USG or equal.
- D. Drywall Accessories:
1. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
 2. Fasteners:
 - a. Comply with UL listed Assembly requirements to maintain fire rating of wall system.
 - b. Comply with ASTM C1002.
 - c. Studs, Furring Strips: *USG Type S* bugle head screws of lengths required.
 - d. Other Fasteners: Screws, clips, fasteners specifically designed for application of gypsum drywall panels.
 3. Other Materials: Not specifically described but required for complete, proper installation of gypsum drywall, to be selected by installer subject to acceptance of Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Work of Other Trades:
1. Prior to commencing work, carefully inspect and verify that work is complete to point where this installation may properly commence.
 2. Examine areas and substrates, with installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Verification of Conditions: Verify that gypsum drywall may be installed in accordance with original design, pertinent codes and regulations, and pertinent portions of referenced standards.
- C. Examine panels before installation. Do not install panels that are wet, moisture damaged, or mold damaged.
1. Indications of damage include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications of mold damage include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.
- D. Discrepancies: Immediately notify Architect. Do not proceed with installation in areas of discrepancy until fully resolved.

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Comply with installation and fastening requirements of the UL listed fire rated wall assembly.
- B. Gypsum Drywall:
1. Install in accordance with UL-listed fire resistance ratings specified.
 2. Install according to specified manufacturer's guidelines and applicable code requirements.
 3. Comply with ASTM C840.
 4. Lay out panels to minimize waste; reuse cutoffs whenever feasible.
 5. Use full-length boards where possible.
 6. Install with true, even surfaces, straight sharp corners, face out.
 7. Do not force into place.
 8. In general, install gypsum board on ceilings before walls.
 9. Cutting:
 - a. Score and break or saw, working from face side.
 - b. Smooth cut ends, edges of panels as necessary to obtain smooth joint.

- c. Make cut-outs in panels for pipes, fixtures, other small openings by sawing or other method to not fracture core or tear covering, so that plates, escutcheons, trim will cover edges.
 - 10. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling.
 - 11. Install flat panels plumb, level, with vertical joints on bearing.
 - 12. Loosely butt joints to be taped; firmly butt joints to be left untreated.
 - 13. Stagger end joints, joints between panels to achieve maximum of bridging, minimum of continued joints.
 - 14. Stagger vertical joints on opposite sides of partitions.
 - 15. Do not make joints other than control joints at corners of framed openings.
 - 16. Attachment:
 - a. Screw to framing.
 - b. For walls with gypsum board applied vertically, space screws 8 inches on center along edges, 12 inches on center.
 - c. For walls with gypsum board applied horizontally and ceiling construction, space screws 12 inches on center.
 - d. Space screws according to rated design for fire-resistive partitions, ceilings.
 - e. Fasten gypsum board beginning at center, work towards outer edges. Hold board firmly against supports while fastening.
 - f. Locate fasteners opposite each other on adjacent ends and edges; locate at edges of boards 3/8 inch to 1/2 inch from edge.
- C. Exterior Gypsum Sheathing:
- 1. Install in accordance with UL-listed fire resistance ratings specified.
 - 2. Install according to specified manufacturer's guidelines and applicable code requirements.
 - 3. Do not use as a base for nailing or mechanical fastening.
 - 4. Protect from excessive moisture.
 - 5. Surfaces to receive sheathing should not vary more than 1/4 inch from the plane of faces of adjacent members.
 - 6. Do not laminate to masonry surfaces; use furring strips or framing spaced at manufacturer's specifications.
 - 7. End Joints: Offset. Install snugly and install flashing around all openings.
 - 8. Edge Joints: Locate parallel to and with vertical orientations on framing.
 - 9. Attach to framing with screws spaced 4 inches on center at perimeter for racking shear resistance, or 8 inches where not required.
 - 10. Metal Framing: Attach with screws spaced 8 inches on center at perimeter and along intermediate framing.
 - 11. Fasteners:
 - a. Corrosion-resistant screws.
 - b. Tight against and flush with surface of sheathing.
 - c. Do not countersink.
 - d. Locate minimum of 3/8 inch from edges and ends of sheathing panels.

3.04 TAPING AND FINISHING

- A. General:
 - 1. Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
 - 2. Promptly remove residual joint compound from adjacent surfaces.
 - 3. Prefill open joints, rounded or beveled edges, and damaged surface areas.
 - 4. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- B. Finish:
 - 1. Tool joints as smoothly as possible to minimize sanding and dust.
 - 2. Protect workers, building occupants, and HVAC systems from gypsum dust.
 - 3. Surfaces not exposed to views: Level 2, as specified by GA-214-90.
 - a. Gypsum board walls shall be finished above acoustical ceilings to underside of structural deck.

- C. Exterior Gypsum Sheathing Board:
 - 1. Seal sheathing joints according to sheathing manufacturer's written instructions.
 - a. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel silicone emulsion sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.
- D. Coordinate with vapor barrier and insulation Manufacturer for proper sealing of panel joints and openings.

3.05 CLEANING AND PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
- C. Do not allow accumulation of scraps and debris arising from Work of this Section.
- D. Maintain premises in neat, orderly condition.

END OF SECTION

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 exterior roofing panels.
 3. Flashing and trim.
 4. Gutters and downspouts.
 5. Snow guards.
 6. Pre-engineered building accessories.
 - a. Joint seal gaskets.
 - b. Fasteners.
 - c. Joint sealant.
 - d. Welding material.
 - e. Grout.
- 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 Systems (07 29 13)
 4. Hollow Metal Doors and Frames (Commercial) (Section 08 11 13).
 5. Sectional Steel Overhead Doors (Section 08 36 13).
 6. Aluminum Windows (Section 08 51 13).
- E. Related Sections:
1. Section 03 30 00 - Cast-in-Place Concrete
 2. Section 07 29 13 - Pre-Engineered Building Insulation
 3. Section 08 11 15 - Hollow Metal Doors and Frames (Commercial)
 4. Section 08 36 13 - Sectional Steel Overhead Doors
 5. Section 09 29 00 – Gypsum Board
 6. Section 09 91 00 - Painting
 7. Section 08 51 13 - Aluminum Windows
 8. Section 31 22 20 - Earthwork for Building Sites
- F. Provide with Product Data: Buy-American Certification and/or Build America, Buy America (BABA) for manufactured goods of products supplied, steel or iron products, if applicable.
- G. Basis of Payment:
1. Payment for all items included in this section shall be included in the "Pre-Engineered Metal Building" item as listed on the Bid Form.

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 eave, 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. 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) Design loads based on Risk Category II structure:
 - a) Ground snow load 60 pounds per square foot (psf). Thermal factor, $C_t = 1.0$. Exposure Factor, $C_e = 1.0$.
 - b) Superimposed dead load (collateral): 10 psf.
 - c) Basic wind speed, $V = 106$ mph. Exposure C. Topographic factor, $K_{zt} = 1.0$.
 - d) Seismic Site Class D
 - 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 compatible eave struts, 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.
- B. Product Data: Submit manufacturer's current Product Data including specifications, construction drawings, handling, storage and installation instructions, and maintenance and cleaning recommendations.
- C. Provide with Product Data: Buy-American Certification and/or Build America, Buy America (BABA) for manufactured goods of products supplied, steel or iron products, if applicable.
- D. 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 foundation 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.
- E. 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.
- F. 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.
- G. 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.

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, steel roofing and wall panels, and trim.
 - 2. Doors, windows, frames, and hardware.
 - 3. Wall louvers and vents.
 - 4. Interior wall 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 least, a 1-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
 - 2. Other Acceptable Manufacturers: Subject to compliance with specified requirements, acceptable manufacturers and products are:
 - a. ABCO American www.abcoamer.com
 - b. Ceco Buildings www.cecobuildings.com
 - c. Chief Buildings www.chiefbuildings.com
 - d. Butler Manufacturing Company www.butlermfg.com

- e. Star Building Systems www.starbuildings.com
 - f. Varco-Pruden Buildings www.vp.com
 - g. American Buildings www.americanbuildings.com
 - h. 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.
- C. Gypsum board for fire resistant rated wall and column enclosures: See section 09 29 00 – Gypsum Board.

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.
 - b. Insulation and vapor retarder: See section 07 29 13 – Pre-engineered building insulation.
 3. 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 ½” top flange.
 - 2) Curb walls insulated with 1 ½”-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 24 gage.
 - b. Width: 36-inches.
 - c. Profile: Rib profile, 1-1/4 inches deep nominal; lapped edges fitted with continuous gaskets.
 - d. Product: R-Panel as manufactured by Nucor Building Systems or Engineer approved equal.
 - e. Color: As selected by Engineer from manufacturers standard color options (submit for approval).
 - f. Product: Panel Rib by Varco Pruden.
 2. Interior Liner Panels:
 - a. Metal thickness: Minimum 28 gage.
 - b. Width: 36-inches.
 - c. Profile: Rib profile, 1-3/16 inches deep nominal.
 - d. Color: White.
 - e. Product: Nucor Liner Panel or Engineer approved equal.
 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. Width: 24-inches
 - e. Color: As selected by Engineer from manufactures standard color options.
 - f. Product: CFR Standing Seam roofing system by Nucor Building Systems or Engineer approved equal.
- 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, Fascia and Caps: Same material and finish as adjacent material, profile to suit system.
- D. Insulation and vapor barrier: See Section 07 29 13.
- E. Snow Guards:
1. Prefabricated, noncorrosive units designed to be installed without penetrating roof panel, and complete with predrilled holes, clamps for anchoring.
 - a. 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
 - b) Snoblox www.snowblox.com
 - c) Vermont Snowguard www.snowmanagement.com
- F. Doors and Windows:
1. Section 08 11 13 - Hollow Metal Doors and Frames (Commercial)
 2. Section 08 36 13 - Sectional Steel Overhead Doors
 3. Section 08 51 13 - Aluminum Windows
- G. Gutters and Downspouts:
1. Materials:
 - a. 3105-Type alloy aluminum sheet.
 - b. Minimum tensile strength 24,000 psi.
 - c. ASTM B209.
 - d. Colors: Selected by Engineer from manufacturers full line of color options (submit for approval).
 2. Gutters:
 - a. Rectangular SMACNA style profile.

- b. Coil thickness for seamless gutter: 0.032 inch.
 - c. Size: Minimum 6-inch width by 4 ½-inch depth.
 - 3. Downspouts:
 - a. Open-faced style.
 - b. Provide closed face water diverter at the top 4 feet
 - c. Comply with SMACNA requirements.
 - d. Size: Minimum 3-inches by 4-inches.
 - e. Locate as indicated on structural drawings.
 - 4. Gutter and Downspout Accessories:
 - a. Provide accessories designed for use with manufacturer's gutter and downspout system.
 - b. End caps, downspout outlets, elbows, straps, joint fasteners, and downspout strainers profiled to suit gutters and downspouts.
 - c. Support straps: Manufacturer's standard, at spacing to anchor sizes and loaded weights of components.
- H. 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.
- I. Windows: See section 08 51 13.

2.04 FINISHES

- A. Framing Members: Clean, prepare and shop prime.
 - 1. Precoated aluminum-zinc alloy on steel conforming to ASTM A792. Color as selected by Engineer from manufacture's standard range.
- B. Wall, and Roof Panels and Accessories:
 - 1. Precoated silicone polyester on G90 galvanized steel.
 - 2. Colors selected by Engineer from manufacturer's full line of standard color options.
 - a. Coordinate panel and trim color locations with drawings.

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.
 - 5. Extend panels 1-foot down structure to cover exposed foundation wall. Install accordingly to accommodate flood gate and vents in foundation wall.

- C. Flashings and Trim: Provide expansion joints where indicated.

- D. Insulation and vapor barrier:
 - 1. See Section 07 29 13.

- E. Doors and Windows: 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.
 - 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 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 CD 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.

END OF SECTION

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SECTION 31 41 40

STRUCTURAL SHORING (TEMPORARY)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes providing necessary labor, materials, equipment, incidentals, and supervision to design, install, and remove temporary shoring systems necessary for concrete formwork.
- B. Method of Measurement:
 - 1. Structural Shoring (Temporary): Measured by Lump Sum. Includes all work associated with structural shoring.
- C. Basis of Payment:
 - 1. Payment for acceptable quantities of Structural Shoring (Temporary) item shall be at the Contract Unit Price as listed on the Bid Form. All associated Work items shall be considered incidental.
 - 2. Shoring Design: No separate payment will be made. Incident to the project.

1.02 REFERENCES

- A. ACI:
 - 1. 347 - Recommended Practice for Concrete Formwork

1.03 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Contractor responsible for design.
 - 2. Provide shoring to temporarily support the earth's pressures along the fence line to construct building and retaining wall.

1.04 QUALITY ASSURANCE

- A. Submit shoring scheme prepared and certified by a licensed Professional Engineer for records, prior to installation of shores.
- B. Regulations: Comply with local codes and ordinances of governing authorities having jurisdiction.

1.05 PROJECT CONDITIONS

- A. Take photographs to record any prior settlement, failures of fencing, or cracking of structures.
- B. Prepare list of damages, verified by dated photographs and signed by Contractor and others conducting investigations.
- C. Protect existing fence line. Temporary shoring shall be installed in a manner to not disturb existing fence line.

PART 2 PRODUCTS

2.01 SHORES

- A. Material: Steel post shores or steel frames.

- B. Adjustable through positive means such as adjustable screw jacks, to achieve a tight fit against the underside of the slab or support bracket and compensate for elastic shortening of shores during their loading, and other effects.

PART 3 EXECUTION

3.01 PREPARATION

- A. Place shores prior to removal of unsound concrete and support to grade unless the floor system below is shown to have sufficient capacity to support the shoring loads.
- B. Coordinate with Owner all shoring which may interfere with normal facility operations.

3.02 INSTALLATION

- A. Install snug, plumb and square, and located to safely support the Work without excessive stress or deflection.
- B. Maintain shores as necessary until heavy loads due to construction operations have been removed.
- C. Cross-brace to prevent buckling failure of individual members and overall shoring stability failure.
- D. Space shoring above and below repair level in such a manner that no floor or member will be excessively loaded. Extend shores beyond necessary locations so that loads will be properly distributed throughout.
- E. Remove shores in a planned sequence to avoid damage to partially cured concrete, retaining wall or other structural members.

3.03 TESTING

- A. If Contractor chooses to have supplemental strength tests performed to confirm when the new concrete has properly cured, it is the responsibility of the Contractor to order and pay for supplemental strength tests.

3.04 REMOVAL OF SHORES

- A. Do not remove shores until replacement concrete has properly cured and retaining wall is complete.
- B. Store removed shores in such a manner that they do not interfere with Owner's continued use of structure.
- C. Remove unused shoring and store in area in which Project Work is taking place.

END OF SECTION

Superseded General Decision Number: MN20220129

State: Minnesota

Construction Type: Building

County: St Louis County in Minnesota.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	05/19/2023

ASBE0034-001 06/13/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.00	37.99

BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

BRMN0001-010 05/02/2022

Rates Fringes

BRICKLAYER.....\$ 40.71 29.42

BRMN0001-019 05/01/2018

Rates Fringes

TILE FINISHER.....\$ 25.13 5.54
TILE SETTER.....\$ 25.89 24.34

CARP0361-008 05/02/2022

Rates Fringes

CARPENTER (Includes Drywall
Hanging, and Form Work, and
Excludes Soft Floor Layer).....\$ 33.74 25.20
SOFT FLOOR LAYER.....\$ 38.91 22.03

ELEC0242-002 05/31/2021

Rates Fringes

ELECTRICIAN.....\$ 41.37 28.81

ENGI0049-019 05/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
Bulldozer.....\$ 40.93 21.70
Crane.....\$ 42.35 21.70
Drill.....\$ 40.93 21.70
Forklift.....\$ 40.93 21.70
Loader.....\$ 40.93 21.70
Oiler.....\$ 38.30 21.70
Roller.....\$ 40.93 21.70

IRON0512-025 05/01/2022

Rates Fringes

IRONWORKER (Structural and
Reinforcing).....\$ 36.94 33.11

* LAB01091-025 05/01/2022

Rates Fringes

LABORER
Asbestos Abatement
(Removal from Ceilings,
Floors, and Walls).....\$ 35.13 21.55
Common or General.....\$ 29.92 21.69
Mason Tender -
Brick/Cement/Concrete.....\$ 30.62 21.69
Pipelayer.....\$ 39.03 22.64

* PAIN0106-007 05/01/2023

Rates Fringes

GLAZIER.....\$ 34.62 25.57

* PAIN0106-009 05/02/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 33.99 23.45

* PAIN0386-010 05/02/2022

Rates Fringes

PAINTER (Spray).....\$ 40.48 25.27

PLAS0633-008 05/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 35.76 20.88

PLAS0633-011 05/01/2021

Rates Fringes

PLASTERER.....\$ 36.24 21.13

PLUM0011-007 05/02/2022

Rates Fringes

PIPEFITTER (Includes HVAC
Pipe Installation and
Excludes HVAC Unit
Installation).....\$ 45.32 24.78

PLUMBER (Excludes HVAC Pipe
and Unit Installation).....\$ 45.32 24.78

ROOF0096-019 07/01/2022

Rates Fringes

ROOFER.....\$ 38.47 19.80

SHEE0010-034 04/02/2022

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct and Unit
Installation).....\$ 40.03 29.73

* UAVG-MN-0024 01/01/2023

Rates Fringes

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 42.34 23.50

* UAVG-MN-0025 01/01/2023

Rates Fringes

PAINTER (Brush and Roller).....\$ 33.17 23.45

SUMN2015-064 06/22/2018

Rates Fringes

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 32.03 14.80

TRUCK DRIVER: Dump Truck.....\$ 23.43 12.33

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

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

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Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

=====
END OF GENERAL DECISIO"

Superseded General Decision Number: MN20220040

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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

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

Modification Number	Publication Date
0	01/06/2023
1	05/19/2023

BOIL0647-004 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

CARP0361-020 05/02/2022

ST LOUIS COUNTY (Southern 1/3 including Cotton, Floodwood, Fond Du Lac, and Proctor)

	Rates	Fringes

CARPENTER (Including Form Work).....\$ 38.21 27.58

 CARP0361-021 05/02/2022

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 38.21	27.58

 CARP0606-010 05/02/2022

ST LOUIS COUNTY (Northeast 2/3 including Cook, Cusson, Ely; and Western part including Chisholm, Greaney, and Orr)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 38.21	27.58

 ELEC0242-012 05/31/2021

ST. LOUIS (South part bounded on the north by the north line of Kelsey Township extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.37	28.81

 ELEC0294-006 05/29/2022

ST. LOUIS (North part bounded on the south by the south line of Ellsburg Township, extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.89	29.54

 ENGI0049-064 05/01/2022

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2.....	\$ 42.14	23.45
Group 3.....	\$ 41.59	23.45
Group 4.....	\$ 41.29	23.45
Group 5.....	\$ 38.25	23.45
Group 6.....	\$ 37.04	23.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;

CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
UNNELS, SHAFTS, ETC. - \$.25 PREMIUM
UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
LEVEL A - \$1.25 PREMIUM
LEVEL B - \$.90 PREMIUM
LEVEL C - \$.60 PREMIUM

IRON0512-028 05/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 36.94	33.11

* LAB01091-006 05/01/2022

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 35.53	22.64
(2) Mason Tender		
Cement/Concrete.....	\$ 35.73	22.64
(6) Pipe Layer.....	\$ 39.03	22.64

* LAB01091-007 05/01/2022

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 35.53	22.64

* LAB01097-002 05/01/2022

NORTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 33.62	24.58

* LAB01097-005 05/01/2022

ST LOUIS (North of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 33.62	24.58
(2) Mason Tender		
Cement/Concrete.....	\$ 33.82	24.58
(6) Pipe Layer.....	\$ 37.12	24.58

PLAS0633-036 05/01/2021

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.83	19.25

PLAS0633-039 05/01/2021

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.55	21.38

Rates Fringes

TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..\$ 35.25		21.45
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....\$ 34.70		21.45
(3) Tandem Axles; & Single Axles.....\$ 34.60		21.45

* SUMN2009-072 09/28/2009

Rates Fringes

LABORER: Landscape.....\$ 12.88 **		4.61
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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- * a survey underlying a wage determination
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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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END OF GENERAL DECISIO"

Superseded General Decision Number: MN20220022

State: Minnesota

Construction Type: Residential

Counties: Carlton and St Louis Counties in Minnesota.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	05/19/2023

CARP0361-016 05/02/2022

CARLTON, ST LOUIS (Southern area including Duluth)

	Rates	Fringes
CARPENTER.....	\$ 30.02	15.14

 CARP0606-020 05/02/2022

ST. LOUIS (Remaining northern area)

Rates Fringes

CARPENTER.....\$ 24.72 20.20
PILEDRIVERMAN.....\$ 41.14 27.05

ELEC0242-020 05/31/2021

CARLTON & ST. LOUIS (South part bounded on the north by the north line of Kelsey Township extended east & west)

Rates Fringes

ELECTRICIAN.....\$ 41.37 28.81

ELEC0294-003 05/29/2022

ST. LOUIS (North part bounded on the south by the south line of Ellsburg Township, extended east & west)

Rates Fringes

Electricians:
(1) Up to & including 6-plex under one roof.....\$ 32.16 24.94
(2) All other work.....\$ 41.89 29.54

ENGI0049-060 05/01/2012

Rates Fringes

OPERATOR: Power Equipment
GROUP 2.....\$ 34.85 15.95
GROUP 4.....\$ 33.10 15.95
GROUP 5.....\$ 32.93 15.95
GROUP 6.....\$ 31.42 15.95
GROUP 8.....\$ 28.29 15.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 2: Grader/Blade
GROUP 4: Backhoe
GROUP 5: Bulldozer, Curb Machine, Forklift, Loader over 1 cu yd, Mechanic, Roller, Scraper, Tractor over D2.
GROUP 6: Loader up to 1 cu yd, Tractor D2 or similar size.
GROUP 8: Oiler.

IRON0512-038 05/01/2022

Rates Fringes

IRONWORKER (STRUCTURAL).....\$ 36.94 33.11

* LAB01091-018 05/01/2022

CARLTON, ST LOUIS (South of T 55 N)

Rates Fringes

Laborers:
GROUP 1.....\$ 29.92 21.69
GROUP 3.....\$ 30.32 21.69
GROUP 4.....\$ 30.62 21.69

LABORER CLASSIFICATIONS

- GROUP 1: Common or General
GROUP 3: Pipelayer
GROUP 4: Mason Tender (Brick, Cement/Concrete)

LAB01097-020 05/01/2012

ST.LOUIS (North of T 55N)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 20.62	16.25
GROUP 2.....	\$ 21.02	14.84

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General, Mason Tender (Brick,
Cement/Concrete)
GROUP 2 - Pipelayer

PAIN0106-004 05/02/2016

	Rates	Fringes
PAINTER (SPRAY).....	\$ 29.86	16.35

PLUM0011-025 05/02/2022

	Rates	Fringes
PLUMBER.....	\$ 45.32	24.78

ROOF0096-056 07/01/2020

CARLTON, ST. LOUIS (South of Hwy 16, excluding City of Forbes)

	Rates	Fringes
ROOFER.....	\$ 35.10	18.42

ROOF0096-057 05/01/2022

ST. LOUIS (Remaining Northern two-thirds)

	Rates	Fringes
ROOFER.....	\$ 34.22	16.60

SHEE0010-002 05/01/2022

CARLTON, ST. LOUIS (Southern one-third)

	Rates	Fringes
SHEET METAL WORKER.....	\$ 29.51	21.16

SHEE0010-003 05/02/2022

KOOCHICHING & ST. LOUIS (Northern two-thirds) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 27.40	23.27

* SUMN2009-059 07/27/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 11.50 **	0.00

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

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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Washington, DC 20210

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

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number:	This contract uses the following project delivery method:
This contract will be solicited and administered by: <input type="checkbox"/> The Minnesota Department of Transportation (MnDOT) <input type="checkbox"/> A local governmental unit	<input type="checkbox"/> Design-bid-build (DBB) <input type="checkbox"/> Design-build (DB) <input type="checkbox"/> Construction Manager/General Contractor (CM/GC) <p style="text-align: center;">OR</p> <input type="checkbox"/> This is a professional-technical (PT) services contract

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder’s obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder’s compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Ensure that the DBE program is narrowly tailored,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

The contractor, sub recipient 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.

Application and Interpretation. Terms must be interpreted as follows:

- “Responder” refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- “Proposal” includes a bid, proposal or price proposal.

- “CRL” refers to AASHTOWare Project Civil Rights and Labor. For additional information about CRL, see **Attachment 5**.

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following link:

<http://mnucp.metc.state.mn.us/Default.aspx>

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. A firm must be certified prior to contract execution in order to qualify for credit toward the DBE goal.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C.02) apply to statements and certifications the responder makes in connection with the DBE program.

Before Contract Award

DBE Goal

The DBE goal for this project is ____%. or Race/Gender Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in **Table A** in the time specified in **Table B**. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responder’s efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responder’s bid.

Race/Gender Neutral Goal

If the DBE goal is Race/Gender Neutral (RGN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with an RGN goal.** While DBE participation is encouraged on proposals with an RGN goal, responders are not required to submit GFE documentation specified in **Table A, other than a bidders list (parts D and E of Exhibit B, the GFE Consolidated form)**. Payment information described in **Table C** is required on **all projects**.

DBE Credit

DBE work may be counted toward the DBE goal for any of the following activities:

- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically sixty percent of the supplier’s contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE (this requires approval from OCR before bid opening), or
- using DBEs for other services specifically approved by OCR before bid opening.
- If the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. **Attachment 1** describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.

Table A – What to Submit to MnDOT	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input type="checkbox"/> Construction Contract administered by local governmental unit <input type="checkbox"/> PT contract administered by MnDOT or local governmental unit
IF THE DBE GOAL IS MET	IF THE DBE GOAL IS MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, and I of the GFE consolidated form • The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts E of the GFE consolidated form. 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, and I of the GFE consolidated form
IF THE DBE GOAL IS NOT MET	IF THE DBE GOAL IS NOT MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, F, G, H and I of the GFE consolidated form • The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out part E of the GFE consolidated form. • Any additional information that will help explain the responder’s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal) 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form • Any additional information that will help explain the responder’s efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal)

Table B – When and How to Submit Information to MnDOT	
<input type="checkbox"/> Design-bid-build	<input type="checkbox"/> Professional-technical
<p><u>Date and Time</u> The submission due date is the 5th calendar day after the bid due date. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the bids are due.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><u>Date and Time</u> The submission due date is the 5th calendar day after the successful responder is notified by MnDOT. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the date of the successful responder letter/email issued by MnDOT.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>
<input type="checkbox"/> Construction Manager/General Contractor	<input type="checkbox"/> Design-build
<p><u>Date and Time</u> The submission due date is the letting date. Documentation is due before 4:30 PM Central Time on the letting date. Subsequent bid packages are due no later than 4:30 PM on the fifth calendar day following the letting of that bid package.</p> <p><u>Format and Location</u> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><u>Date and Time</u> The submission due date is 9:30AM on the Price Proposal due date. Documentation is due no later than 9:30AM on the Price Proposal due date.</p> <p><u>Format and Location</u> See the Design-Build “Instructions to Proposers” for format and location delivery specifics.</p>
On All Projects	
If the date the responder’s submission is due is a Saturday, Sunday, federal holiday, or Minnesota state holiday, the documentation is due on the next calendar day that is not a Saturday, Sunday, federal holiday, or Minnesota state holiday.	
The responder may submit a written request for an extension from the Director of MnDOT Office of Civil Rights for good cause shown. However, until the responder receives written approval of their request, the due date for its submission remains as specified above.	

If the responder does not meet the DBE goal, MnDOT OCR will conduct a Good Faith Efforts (GFE) review to determine whether the responder made adequate GFE to meet the goal based on the documentation the responder has provided by the submission due date. The standards MnDOT OCR will use to evaluate GFE are described in **Attachment 2**. Also, if MnDOT OCR determines that the responder did not make adequate GFE to meet the goal, the responder will be deemed non-responsible. The responder may request an administrative reconsideration of that determination. The process for administrative reconsideration is described in **Attachment 3**.

After Contract Award

DBE Commitments, Termination, and Replacement

The DBE Description of Work and Field Monitoring Report (Exhibit A) commits the responder to using the specified DBEs to perform work or supply materials. This commitment is binding on the responder unless the responder requests and is granted written approval from MnDOT OCR. If the responder fails to use a specified DBE for the amount of compensation the responder has specified in the Exhibit A form, without requesting and receiving written approval from MnDOT OCR, the responder has materially breached this contract and may not be entitled to payment for the work or materials that were committed to be performed by the DBE.

MnDOT OCR will not approve the responder's request to terminate a DBE unless the responder (1) gives written notice to the DBE, with a copy to MnDOT OCR, of the responder's intent to request to terminate the DBE's subcontract, (2) allow at least five business days for the DBE to advise the responder and MnDOT OCR of the reasons, if any, it objects to the proposed request to terminate, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4**, and (4) either replace the DBE with another DBE for at least as much compensation as the initially specified DBE or make GFE to do so. MnDOT OCR will use the GFE standards described in **Attachment 2** to determine whether the responder made GFE. MnDOT OCR may shorten the five-day DBE response period if there is a public necessity. The responder may request assistance from MnDOT OCR to identify available replacement DBEs.

If the responder is involved in a negotiated procurement with MnDOT, the responder must obtain written approval from MnDOT as described in this section before deleting or substituting a DBE the responder has identified as part of a negotiation package. The responder must notify MnDOT OCR of any changes or substitutions to DBE participation, including changes occurring during the negotiation phase of the contract.

Continuing Good Faith Efforts

After contract award, the Contractor has a continuing obligation to make adequate good faith efforts to meet the DBE goal for the duration of the contract. Good faith efforts are explained in **Attachment 2**. To receive credit for DBE participation added after award, the responder must report the participation to MnDOT OCR and submit a DBE Description of Work and Field Monitoring Report (Exhibit A).

Prompt Payment to Subcontractors

The responder must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed "Satisfactorily completed" means all tasks identified in the subcontract have been accomplished and documented as required by MnDOT. If MnDOT has incrementally accepted a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The responder must report payment information as specified in **Table C**. **If the responder fails to comply with prompt payment requirements, including reporting requirements, the responder has materially breached this contract.**

Furthermore, verification of the responder’s final payment to each subcontractor is a condition of final clearance from MnDOT OCR and final payment from MnDOT.

Table C – Required Payment Submissions	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input type="checkbox"/> Construction Contract administered by local gov’t unit <input type="checkbox"/> PT contract administered by MnDOT
<p>Within 10 business days of the responder’s receipt of MnDOT payment:</p> <ul style="list-style-type: none"> the responder must submit information about individual payments to subcontractors via CRL. <p>When final payment has been made to subcontractors:</p> <ul style="list-style-type: none"> the responder must submit information about the responder’s final payment to each subcontractor via CRL. the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</p>	<p>Within 10 business days of the responder’s receipt of MnDOT or Local Government Unit payment:</p> <ul style="list-style-type: none"> the responder must submit a Contractor Payment Form to MnDOT after each payment to a subcontractor. <p>When final payment has been made to all subcontractors:</p> <ul style="list-style-type: none"> the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</p>

Appendices

Explanatory Attachments

- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

Forms

- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit

Attachment 1 – Counting and Commercially Useful Function

DBE Counting – Generally

- (a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.
1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals.
- (d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- (e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting – Materials and Supplies

- (f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.
1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.
 2. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 3. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies toward DBE goals.
 4. For purposes of this section (f), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

- A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease agreement and not on an ad hoc or contract-by-contract basis.
- C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section (e).
- D. If a DBE firm is supplying bulk materials such as petroleum products, steel, cement, gravel, stone or asphalt which are delivered to the project site or a commercial establishment for processing or storage prior to reaching the project site, the firm will receive 60% credit only for the total cost of materials and associated hauling used on this contract.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer nor a regular dealer, MnDOT will count the entire amount of fees or commissions the responder pays for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided MnDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

Commercially Useful Function – Generally

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

- 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.
- 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.
- 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to DOT.

Commercially Useful Function – Trucking

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may lease trucks equipped with drivers from a non-DBE firm. In such a case, the DBE is entitled to credit for the total value of transportation services provided by the non-DBE firm not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employees. Additional participation by trucks and drivers from non-DBE firms will receive credit only for the fee or commission paid to the non-DBE firm as a result of the lease arrangement.
6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the transportation services.
7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

- (a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- (b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.** This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**
- (d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE

goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Notification of MnDOT Decision

After reviewing the responder's GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or his or her designee, will determine whether the responder met the DBE goal or made adequate GFE. MnDOT OCR will mail the Director's determination to the responder approximately 15 business days after the responder's submittals are received. If the Director determines that the responder failed to meet the DBE goal or make adequate GFE, MnDOT OCR will send the notice by certified U.S. mail.

Attachment 3 – Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

Requesting Reconsideration

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

If the responder sends the request by fax or personal delivery, MnDOT must **receive** it no later than 4:30 PM on the fifth business day after the responder receives notice of the Director's determination. If the responder sends the responder's request by U.S. mail, it must be postmarked no later than the fifth business day after the responder receives notice of the Director's determination. The responder is deemed to have notice as of the date indicated on the certified mail receipt signed by the responder or the responder's representative at the time of delivery.

The responder's written request must be submitted to the attention of:

MnDOT Deputy Commissioner at: MnDOT, 395 John Ireland Blvd., St. Paul, MN 55155; or by fax at 651-366-4795.

A copy of the same request must be sent to the Director of the MnDOT Office of Civil Rights at 395 John Ireland Blvd., St. Paul, MN 55155 or by fax at 651-366-3129.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet in person with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

Attachment 4 – Good Cause to Terminate a DBE

The responder may not, without written approval from MnDOT OCR, terminate or replace a DBE whose participation the responder represented in the original DBE commitment. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f), good cause includes the following circumstances.

- (a) The DBE subcontractor fails or refuses to execute a written contract;
- (b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;
- (f) OCR has determined that the DBE subcontractor is not a responsible contractor;
- (g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;
- (h) The DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or
- (j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 – Information about AASHTOWARE Project CRL

General Information

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: *Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects*.

Registration and Training

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

<https://www.dot.state.mn.us/const/labor/civil-rights-labor.html>

MnDOT also provides access to a CRL Interactive E-learning Tool at:

<https://www.dot.state.mn.us/onlinelearning/lcu/crl/>



Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted with a signed subcontract, purchase order, or affidavit for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____
 Prime Contractor: _____ Phone #: _____
 DBE Subcontractor: _____ Phone #: _____
 DBE Principal Name: _____ Total Subcontract \$: _____
 DBE Participation Claimed: Percent _____% Amount \$ _____

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
2. List the line items to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Scope of Work	Associated NAICS Code

3. If equipment to be used is not owned by your firm, please provide the following information:
 - a. Will you be renting or leasing any of the following: (Attach a copy of the lease or rental agreement(s).
 Equipment _____ Insurance _____ Operator _____ or Maintenance _____
 - b. Lessor's name: _____
 Amount to be paid: _____ Number of days to be used: _____
4. Will there be any other firm(s) providing work listed in your (DBE) subcontract?
 If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____
5. What is the name of the person supervising your work on this project? _____
 Is this your employee? _____
6. Is your firm purchasing materials (including Bulk Materials such as AC Oil, Cement, Gravel, etc.) to be supplied or installed on the project?
 YES _____ NO _____ (If "Yes" Complete **Section C** below)

Section (C) (DBE firms purchasing or supplying materials on the project complete this section.)

Please submit Purchase Agreement, Materials Invoice, or Purchase Order from manufacturer(s) or primary material supplier(s).

1. What material(s) are you supplying? _____
2. Total dollar amount of materials to be supplied? _____
3. Who are you purchasing the materials from? _____
4. What is the quantity of material to be purchased? _____
5. Where are the materials being delivered? (ie. project site or plant) _____
6. Is the delivery equipment owned and operated by your firm? YES _____ NO _____
 If not, who owns and operates the equipment? _____

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS AND MATERIAL HAULERS

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____)
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. How many ITOs will be used on this project? _____ (Tractors: _____ Trailers _____ Dump Trucks _____)

Name of DBE ITOs (add a list if necessary)		Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
1.			
2.			
3.			
4.			

Section (E): (All DBE subcontractors, including trucking firms, must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within 10 days of the change.

DBE Company: _____

DBE Principal: _____
 Signature Title Date

Section (F): TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Reviewed by OCR: _____ OCR Main Phone No: 651-366-3073

Email for OCR Forms: OCRFormSubmissions.DOT@state.mn.us

Section (G): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO 1/2 COMPLETED

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
 Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
 Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
 Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
 Yes _____ No _____
5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to **Section C** above)?
 Yes ____ No ____
6. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____



Exhibit B - Office of Civil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in **Table B** of the DBE Special Provisions.

PART A – PRIME CONTRACTOR’S INFORMATION (You must complete this part.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON			TITLE	

PART B - PROJECT DESCRIPTION (You must complete this part.)				
STATE PROJECT #		CONTRACT # (If Applicable)		<input type="checkbox"/> Attach copy of MnDOT Advertisement
ANTICIPATED START DATE (Based on progress schedule)			EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL	%	VS	DBE COMMITMENT	(Type of GFE Information – Check one only)
			%	<input type="checkbox"/> Pre-award <input type="checkbox"/> Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid \$ * DBE % Goal)				

PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)	
TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	\$
WORKED PERFORMED BY PRIME	\$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal \$ and DBE commitment \$)	\$



State Project Number:

Contractor:

PART D – BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).						
DBE Contractor Information _____						
1.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	DBE Contractor Name					Yes
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART E- BIDDERS LIST - NON-DBE QUOTES SUBMITTED (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT, you must submit information about bids/quotes you have received through the AASHTOWare Project CRL online system rather than on this form.)						
NON-DBE COMMITMENTS List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).						
<u>NON-DBE Contractor Information</u>			Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?	
1.	NON-DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	NON-DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	NON-DBE Contractor Name					Yes
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	NON-DBE Contractor Name					Yes
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Make additional copies of this page as necessary



State Project Number:

Contractor:

PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

	Subcontractor/Supplier/Service provider	DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHOD		
1		<input type="checkbox"/>	<input type="checkbox"/>					
2		<input type="checkbox"/>	<input type="checkbox"/>					
3		<input type="checkbox"/>	<input type="checkbox"/>					
4		<input type="checkbox"/>	<input type="checkbox"/>					
5		<input type="checkbox"/>	<input type="checkbox"/>					
6		<input type="checkbox"/>	<input type="checkbox"/>					
7		<input type="checkbox"/>	<input type="checkbox"/>					
8		<input type="checkbox"/>	<input type="checkbox"/>					
9		<input type="checkbox"/>	<input type="checkbox"/>					
10		<input type="checkbox"/>	<input type="checkbox"/>					
11		<input type="checkbox"/>	<input type="checkbox"/>					
12		<input type="checkbox"/>	<input type="checkbox"/>					

Make additional copies of this page as necessary



State Project Number:

Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.
 Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS (Complete this part only if DBE goal is not met. Use additional sheets if necessary.)

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to “tell the story” of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE’s that you did not accept? If so, what were your reasons?

Type Response Below:



Exhibit B – Good Faith Efforts Consolidated Form

PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the _____ of _____
(Title) (Name of Individual, Company, Partnership, or Corporation)

that has submitted a bid for State Project _____.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

Table with 3 columns: SIGNATURE (Bidder or Authorized Representative), TITLE, DATE

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires _____, 20_____

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.



**Minnesota Department of Transportation
Office of Civil Rights**

Contractor Payment Form

State Project Number: _____ **Prime Contractor:** _____ **1st Tier Sub-Contractor:** _____

Payment Reporting Period: From: _____ To: _____

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT. Some projects require that payment information be entered into AASHTOWare Project CRL. See Table C of the DBE Special Provisions for payment submission requirements.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.	<input type="checkbox"/>	1.	1.	
2.	<input type="checkbox"/>	2.	2.	
3.	<input type="checkbox"/>	3.	3.	
4.	<input type="checkbox"/>	4.	4.	
5.	<input type="checkbox"/>	5.	5.	
6.	<input type="checkbox"/>	6.	6.	
Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	
2.	2.	2.	2.	
3.	3.	3.	3.	
4.	4.	4.	4.	
5.	5.	5.	5.	
6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:			Title:	
Phone:	Fax:		Phone:	Fax:



DBE Total Payment Affidavit

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work contracted to be performed by DBEs has been satisfactorily completed. This Affidavit is required prior to MnDOT Office of Civil Rights issuing final clearance on the project. Identify each DBE firm that worked on the project and the dollar amount of the subcontract. If the dollar value of a DBE firm's total work is less than the DBE's original subcontract, please attach an explanation.

State Project Number: _____

STATE OF MINNESOTA
 COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the authorized representative of _____
(Name of Individual, Company, Partnership or Corporation)

and I have the authority to make this affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on the above project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount Paid
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____
(Prime Contractor or Authorized Representative)

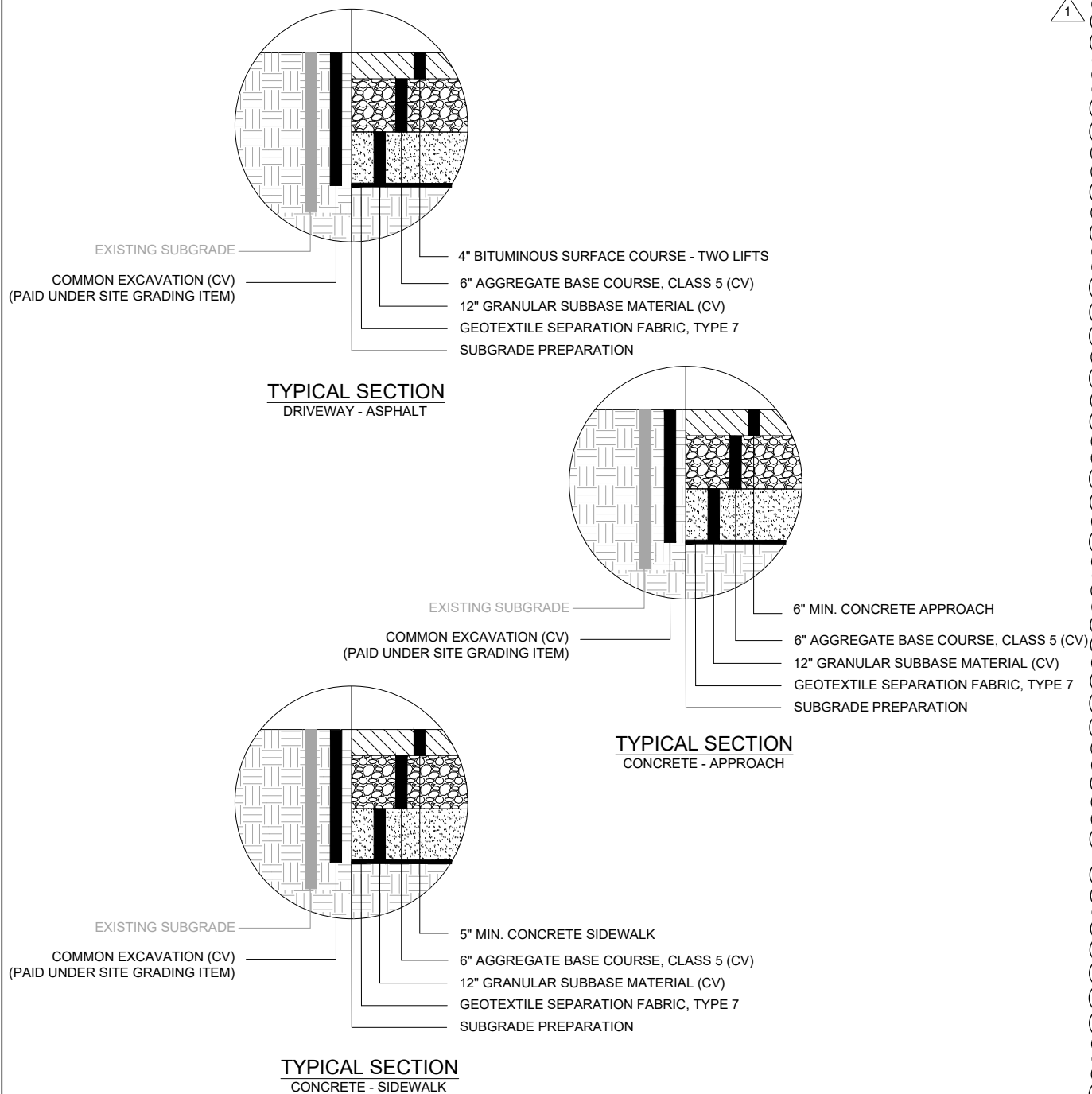
Subscribed and sworn to before me
 This _____ day of _____, 20____

(Notary Public)
 My commission expires _____, 20____

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer, and one to:
MnDOT's Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155
or email completed form to: ocrformsubmissions.dot@state.mn.us

No. 1516.3 – Standard Specifications for Construction
 Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), a final clearance letter will not be issued.

X:\AE\DUL\16772-5-final-dsgn\51-drawings\65-Aviation\Plans\G2.00 CSPP NOTES AND SEQ_Addendum No. 1.dwg 5/15/2023 11:22 AM rfaich



STATEMENT OF ESTIMATE QUANTITY NOTES:

- ITEM NO. 1/39: INCLUDES PROVIDING PROJECT MANAGEMENT, ADMINISTRATIVE DUTIES, PERMITTING WITH CITY OF DULUTH & ST. LOUIS COUNTY, SCHEDULING, ETC.
- ITEM NO. 2/40/47: LIMITED TO 10% OF TOTAL PROJECT COSTS RELATED TO THE BID SCHEDULE.
- ITEM NO. 3: INCLUDES ALL SIGNAGE, BARRICADES, AND TRAFFIC CONTROL DEVICES.
- ITEM NO. 6: INCLUDES PROVIDING SURVEY SERVICES AND CONSTRUCTION STAKING FOR THE PROJECT, AS REQUIRED IN THE SPECIFICATIONS, AND CERTIFICATION OF ELEVATION OF THE BUILDING.
- ITEM NO. 8/49: INCLUDES SALVAGING EXISTING BASE MATERIAL FOR REUSE.
- ITEM NO. 10/50: INCLUDES GRADING THE BUILDING SITE TO PROPOSED CONDITIONS AND PLACING SALVAGED BASE MATERIAL PRIOR TO PAVING.
- ITEM NO. 9: INCLUDES PROVIDING TEMPORARY SHORING TO AVOID ANY DISTURBANCE TO THE EXISTING FENCE LINE AND CONSTRUCTING PROJECT ELEMENTS.
- ITEMS NO. 11/15/16: QUANTITIES ARE FOR THE HMA DRIVEWAY AND CONCRETE SECTIONS. OTHER MATERIALS SHALL BE INCLUDED IN ITEM NO. 24.
- ITEM NO. 19: INCLUDES CONSTRUCTING SIDEWALK BETWEEN CONCRETE STOOP AND CONCRETE APPROACH OF THE BUILDING.
- ITEM NO. 20: INCLUDES PROVIDING FOUNDATION DESIGN FOR THE PROJECT. FOUNDATION DESIGN MUST ACCOUNT FOR WET-FLOODPROOFING, AS STATED IN THE CODE REVIEW OF THE PLANS.
- ITEM NO. 21: INCLUDES SUPPLYING AND INSTALLING BOLLARD SLIP COVER WITH REFLECTIVE BANDS.
- ITEM NO. 24: INCLUDES CONSTRUCTING CONCRETE FOUNDATION, FOUNDATION WALLS, CONCRETE STOOPS, FLOOD VENTS AND CONCRETE APPROACH TO SRE BUILDING AND NECESSARY MATERIALS TO COMPLETE THE BUILDING AS SHOWN.
- ITEM NO. 27: INCLUDES REMOVING EXISTING CONDUIT AND CIRCUIT OUTSIDE OF BUILDING FOOTPRINT, PROVIDING TEMPORARY POWER AS NECESSARY, COORDINATION WITH MNDOT & FAA TO MAKE AN OPERABLE SYSTEM.
- ITEM NO. 28: INCLUDES SUPPLYING AND INSTALLING CONDUCTORS ASSOCIATED WITH RTR & AWOS TO COMPLETE OPERABLE SYSTEMS.
- ITEM NO. 33: INCLUDES PROVIDING SEPTIC HOLDING TANK, CONNECTIONS, ST. LOUIS COUNTY PERMITTING, OVERFILL ALARM, EQUIPMENT AND ACCESSORIES TO MAKE AN OPERABLE SYSTEM.
- ITEM NO. 34: INCLUDES PROVIDING ENGINEERING TO DESIGN THE RETAINING WALL.
- ITEM NO. 35: INCLUDES PROVIDING 2-FT HIGH RETAINING WALL ALONG THE FENCE LINE AND MATCHING PROPOSED GRADES.
- ITEM NO. 37/60: INCLUDES PROVIDING NECESSARY SEED, FERTILIZER, AND HYDRAULIC MULCH TO ESTABLISH TURF.
- ITEM NO. 41/42: INCLUDES PROVIDING DOMESTIC WATER USE INSIDE THE SRE BUILDING, INCLUDING PLUMBING FIXTURES, HOSE BIB, PIPING, WATER HEATER, UTILITY SINK, EYE WASH, ETC.
- ITEM NO. 43/44/45/46: INCLUDE PROVIDING WATER SERVICE AND CONNECTIONS TO THE SRE BUILDING.
- ITEM NO. 52: INCLUDES PLACING SALVAGED BASE MATERIAL DURING BITUMINOUS PAVEMENT REMOVALS.

BASE BID SCHEDULE B: SCHEDULE IS TO PROVIDE DOMESTIC WATER USE FOR SRE BUILDING.
 BASE BID SCHEDULE C: SCHEDULE IS TO PROVIDE WATER MAIN EXTENSION THAT WILL PROVIDE SERVICE TO THE SRE BUILDING.

STATEMENT OF ESTIMATED QUANTITIES					
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
BASE BID SCHEDULE A - CONSTRUCT SRE BUILDING & SITE WORK (FAA ELIGIBLE)					
1	GENERAL	GENERAL CONDITIONS	LS	1	
2	C-105	MOBILIZATION (10% OF TOTAL SCHEDULE COST ALLOWED)	LS	1	
3	70-08	TRAFFIC PROVISIONS/AIRPORT SECURITY & DEVICES/PHASING	LS	1	
4	70-08	ORANGE CONSTRUCTION FENCE	LF	300	
5	01 55 15	MAINTENANCE AND RESTORATION OF AIRPORT HAUL ROUTES	LS	1	
6	01 71 23	FIELD ENGINEERING	LS	1	
7	02 41 33	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	60	
8	02 41 33	REMOVING BITUMINOUS PAVEMENT (3 - 4" THICK)	SY	115	
9	31 41 40	STRUCTURAL SHORING (TEMPORARY)	LF	50	
10	31 22 10	SITE GRADING	LS	1	
11	31 22 10	GRANULAR SUBBASE MATERIAL (CV)	CY	65	
12	31 25 10	ROCK CONSTRUCTION ENTRANCE (INCLUDES MAINTENANCE AND REMOVAL)	EACH	1	
13	31 25 10	SILT FENCE, TYPE PRESASSEMBLED (INCLUDES MAINTENANCE AND REMOVAL)	LF	500	
14	31 25 10	SEDIMENT CONTROL LOG (INCLUDES MAINTENANCE AND REMOVAL)	LF	300	
15	31 34 10	GEOTEXTILE INSTALLATION, TYPE 7 (SEPARATION FABRIC)	SY	200	
16	32 11 22	AGGREGATE BASE, CLASS 5 (CV)	CY	35	
17	32 12 13	BITUMINOUS TACK COAT	GAL	15	
18	32 12 16	BITUMINOUS PAVEMENT (4" THICK - 2 LIFTS)	TON	50	
19	32 18 20	5-INCH CONCRETE SIDEWALK (5-FT WIDE)	SY	20	
20	1001	FOUNDATION ENGINEERING	LS	1	
21	1002	BOLLARDS (INCLUDING SLIP COVER W/ REFLECTIVE BANDS)	EACH	4	
22	31 22 20	STRUCTURE EXCAVATION, CLASS U (CV)	CY	500	
23	31 22 20	ENGINEERED STRUCTURAL BACKFILL (CV)	CY	500	
24	13 34 00	PRE-ENGINEERED METAL BUILDING CONSTRUCTION	LS	1	
25	MECH.	BUILDING MECHANICAL	LS	1	
26	ELEC.	BUILDING ELECTRICAL AND UTILITIES	LS	1	
27	ELEC.	ELECTRICAL DEMOLITION	LS	1	
28	ELEC.	FURNISH & INSTALL ELECTRICAL POWER CONDUIT FOR RTR & AWOS (INCLUDING CONDUCTORS)	LF	165	
29	L-115-5.1	FURNISH & INSTALL COMPOSITE HANDHOLES (L-867, 13"x 24"x 24")	EACH	2	
30	2504	SEWER TRACER BOX	EACH	1	
31	2504	4" PVC SANITARY SERVICE PIPE (SDR 35)	LF	50	
32	2504	4" PVC SANITARY CLEANOUT	EACH	1	
33	33 36 10	FURNISH & INSTALL 2,000-GALLON SEPTIC HOLDING TANK (INCLUDING EQUIPMENT)	LS	1	
34	3001	RETAINING WALL ENGINEERING	LS	1	
35	3002	PREFABRICATED MODULAR GRAVITY BLOCK WALL	SF	400	
36	32 90 00	LANDSCAPING (INCLUDES ROCK, FABRIC, AND EDGING)	SF	100	
37	T-901-5.1	TURF ESTABLISHMENT (INCLUDES FERTILIZER, SEED, MULCHING AND STABILIZATION)	LS	1	
38	T-905-5.1	SELECT TOPSOIL BORROW (SALVAGED) (CV)	CY	150	
BASE BID SCHEDULE B - CONSTRUCT BUILDING PLUMBING AND ASSOCIATED FIXTURES (FAA ELIGIBLE)					
39	GENERAL	GENERAL CONDITIONS	LS	1	
40	C-105	MOBILIZATION (10% OF TOTAL SCHEDULE COST ALLOWED)	LS	1	
41	MECH.	BUILDING PLUMBING	LS	1	
42	MECH.	PLUMBING FIXTURES (EYE WASH, UTILITY SINK, HOSE BIBS AND ASSOCIATED PIPING AND CONNECTIONS TO THESE ITEMS)	LS	1	
43	2504.602	8" x 1-1/2" TAPPING TEE W/ ELECTROFUSION SADDLE	EACH	1	
44	2504.602	1-1/2" CURB STOP AND BOX	EACH	1	
45	2504.602	WATER TRACER BOX	EACH	1	
46	2504.603	1-1/2" HDPE SDR 11 SERVICE PIPE	LF	40	
BASE BID SCHEDULE C - CONSTRUCT WATER MAIN EXTENSION (FAA INELIGIBLE)					
47	C-105	MOBILIZATION (10% OF TOTAL SCHEDULE COST ALLOWED)	LS	1	
48	02 41 33	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	50	
49	02 41 33	REMOVING BITUMINOUS PAVEMENT (3 - 4" THICK)	SY	40	
50	31 22 10	SITE GRADING	LS	1	
51	31 22 10	GRANULAR SUBBASE MATERIAL (CV)	CY	10	
52	32 11 22	AGGREGATE BASE, CLASS 5 (CV) (SALVAGED MATERIAL)	CY	10	
53	32 12 13	BITUMINOUS TACK COAT	GAL	5	
54	32 12 16	BITUMINOUS PAVEMENT (4" THICK - 2 LIFTS)	TON	20	
55	2504.602	CONNECT TO EXISTING WATER MAIN (INCLUDING D.I. FITTINGS)	EACH	1	
56	2504.602	8" GATE VALVE AND BOX (INCLUDING D.I. FITTINGS)	EACH	1	
57	2504.602	8" DUCTILE IRON 90 DEGREE BEND (INCLUDING D.I. FITTINGS)	EACH	3	
58	2504.603	8" DIPS HDPE WATER MAIN SDR 11	LF	40	
59	2504.603	8" DIPS HDPE WATER MAIN SDR 11 (HORIZONTAL DIRECTIONAL DRILL)	LF	160	
60	T-901-5.1	TURF ESTABLISHMENT (INCLUDES FERTILIZER, SEED, MULCHING AND STABILIZATION)	LS	1	

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

DATE: 05.10.2023 LICENSE NO.: 60884

SKY HARBOR AIRPORT
 2023 CONSTRUCT SRE
 BUILDING
 DULUTH, MN

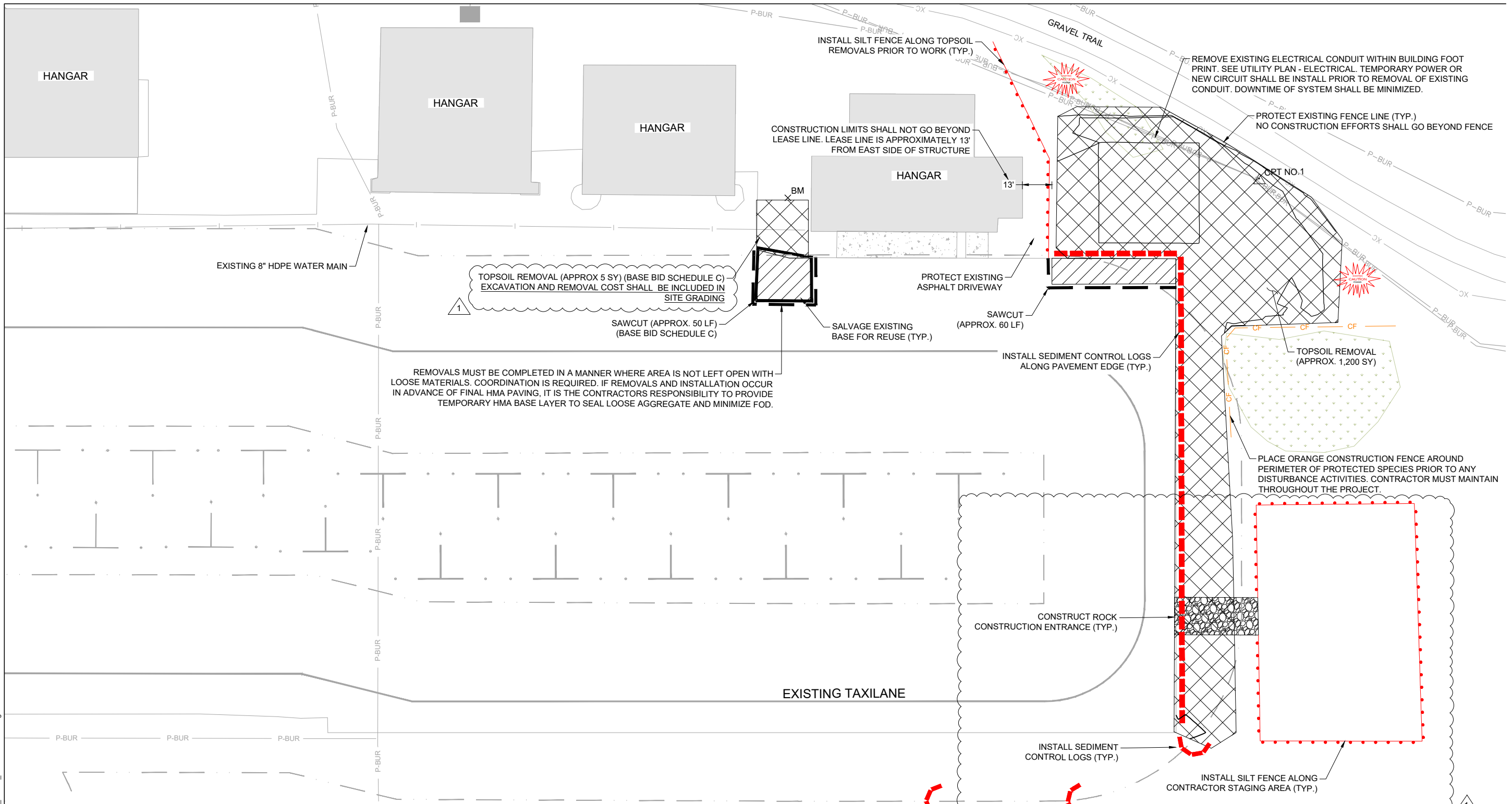
DULAI_16772 N/A
 STATE PROJECT NO. 05.10.2023
 ISSUE DATE: 05.10.2023
 DESIGNED BY: RMF
 DRAWN BY: RMF
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5/10/23 ADDENDUM NO. 1
 DATE: 05/10/23
 REVISIONS

SHEET TITLE
 GENERAL NOTES
 AND STATEMENT OF
 ESTIMATED
 QUANTITIES

SHEET
G2.01

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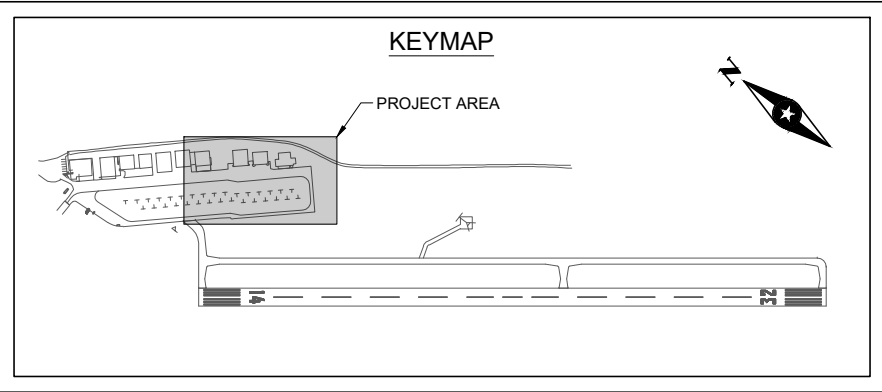
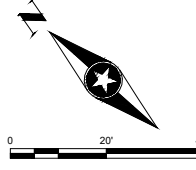


POINT TABLE

POINT #	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION	DESCRIPTION
BM	127693.9500'	601584.9710'	N 046° 43' 31"	W 092° 02' 42"	608.03'	BENCHMARK (HYDRANT)
CPT. NO.1	127558.7340'	601716.6930'	N 046° 43' 29"	W 092° 02' 40"	607.00'	CONTROL PONT - SPIKE

- LEGEND:**
- EXISTING PAVEMENT REMOVAL AND REPLACEMENT (APPROX. 115 SY)
SALVAGE EXISTING BASE MATERIAL FOR REUSE. INCIDENTAL TO BITUMINOUS PAVEMENT REMOVAL ITEM.
 - EXISTING TOPSOIL REMOVAL (APPROX. 1,205 SY)
INCIDENTAL TO SITE GRADING ITEM
 - PROTECTED PLANT SPECIES
 - SAWCUT EXISTING PAVEMENT (APPROX. 110 LF)
 - SILT FENCE (APPROX. 400 LF)
 - SEDIMENT CONTROL LOG (APPROX. 270 LF)
 - ORANGE CONSTRUCTION FENCE (APPROX. 100 LF)

- NOTES:**
- DEMOLITION OF EXISTING PAVEMENT NEAR HYDRANT SHALL ONLY OCCUR WHEN COORDINATED WITH ENGINEER AND AIRPORT. OPERATIONS OF AIRCRAFT ON EXISTING APRON SHALL REMAIN OPERABLE.
 - ALL SUBSURFACE UTILITIES, INCLUDING SANITARY SEWER AND ELECTRICAL DUCTS TO BE PROTECTED BY CONTRACTOR. ANY DAMAGED UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER. NOT ALL UTILITIES MAY BE SHOWN ON THE PLAN.
 - LOCATE & PROTECT ALL EXISTING AIRFIELD ELECTRICAL CIRCUITRY AND COMPONENTS.
 - CONTRACTOR MUST COORDINATE WITH AIRPORT AND ENGINEER ON STOCKPILE LOCATION OF STRIPPED TOPSOIL. CONTRACTOR MAY PLACE MATERIAL IN CONTRACTOR STORAGE AREA.
 - IF THE CONTRACTOR ENCOUNTERS SAND MATERIAL NOT SUITABLE FOR REUSE, THE MATERIAL MUST REMAIN ONSITE. THE CONTRACTOR SHALL PLACE MATERIAL IN THE CONTRACTOR STORAGE AREA.**



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RYAN M. FABRY, PE
DATE: 05.10.2023 LICENSE NO: 60854

SKY HARBOR AIRPORT
2023 CONSTRUCT SRE
BUILDING
DULUTH, MN

MARK	DATE	DESCRIPTION	REVISIONS
Δ	5/10/23	ADDENDUM NO.1	

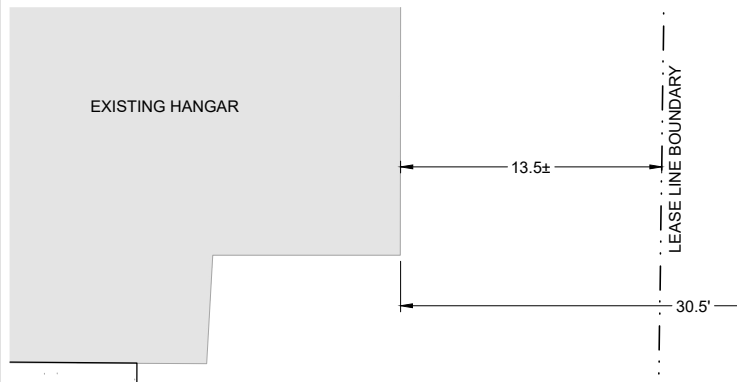
SEH FILE NO. DULAI_167772
STATE PROJECT NO. N/A
ISSUE DATE 05.10.2023
DESIGNED BY RMF
DRAWN BY RMF
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SHEET TITLE
DEMOLITION,
SURVEY AND
EROSION CONTROL
PLAN

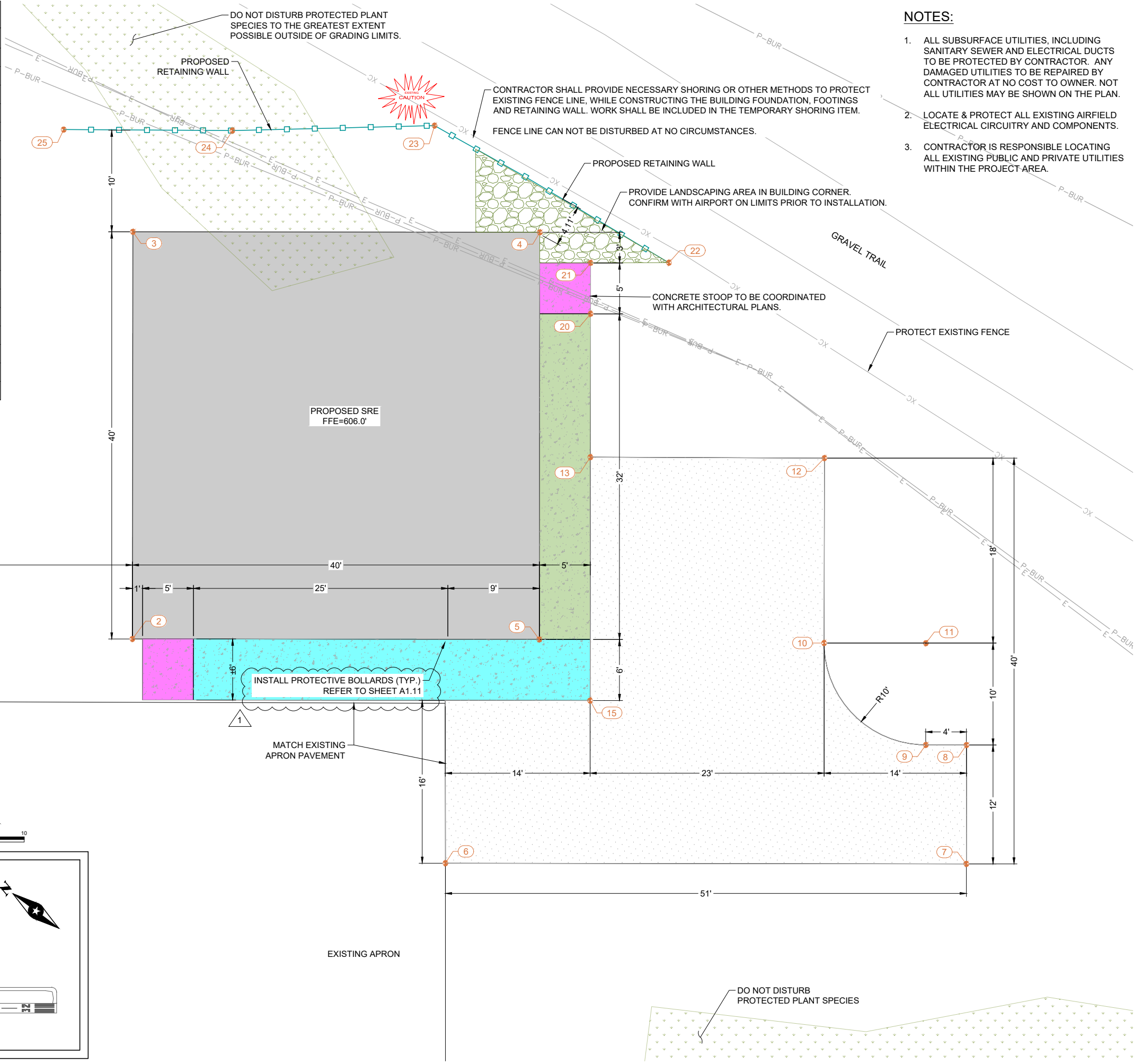
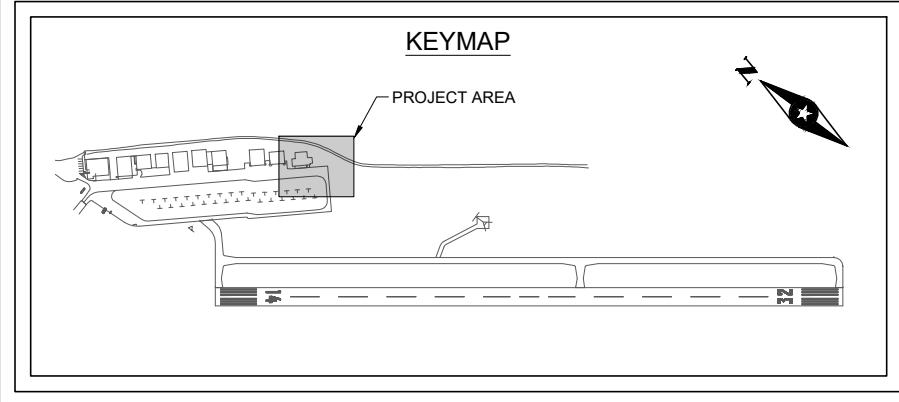
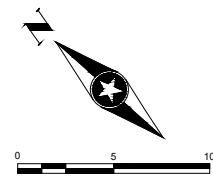
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Point Table					
Point #	Northing	Easting	Latitude	Longitude	Raw Description
2	127589.5051	601654.6382	N46° 43' 29.72"	W92° 02' 40.96"	SRE
3	127616.2105	601684.4177	N46° 43' 29.98"	W92° 02' 40.53"	SRE
4	127586.4302	601711.1238	N46° 43' 29.68"	W92° 02' 40.15"	SRE
5	127559.7248	601681.3443	N46° 43' 29.42"	W92° 02' 40.58"	SRE
6	127551.8875	601658.8220	N46° 43' 29.35"	W92° 02' 40.90"	PARKING
7	127513.7691	601693.0056	N46° 43' 28.97"	W92° 02' 40.42"	PARKING
8	127521.5689	601701.7033	N46° 43' 29.04"	W92° 02' 40.29"	PARKING
9	127524.5469	601699.0327	N46° 43' 29.07"	W92° 02' 40.33"	PARKING
10	127538.6681	601699.8013	N46° 43' 29.21"	W92° 02' 40.32"	PARKING
11	127531.2232	601706.4776	N46° 43' 29.14"	W92° 02' 40.22"	RADIUS CENTER
12	127550.7984	601713.3279	N46° 43' 29.33"	W92° 02' 40.12"	PARKING
13	127567.9612	601698.0164	N46° 43' 29.50"	W92° 02' 40.34"	PARKING
15	127551.9973	601680.2148	N46° 43' 29.35"	W92° 02' 40.60"	PARKING
20	127577.3674	601708.5054	N46° 43' 29.59"	W92° 02' 40.19"	SIDEWALK
21	127580.7056	601712.2278	N46° 43' 29.63"	W92° 02' 40.14"	SIDEWALK
22	127574.9917	601717.3919	N46° 43' 29.57"	W92° 02' 40.06"	WALL
23	127601.1313	601711.9992	N46° 43' 29.83"	W92° 02' 40.14"	WALL
24	127615.5809	601698.3584	N46° 43' 29.97"	W92° 02' 40.33"	WALL
25	127627.9787	601687.3355	N46° 43' 30.10"	W92° 02' 40.49"	WALL



- LEGEND:**
- EXISTING LEASE BOUNDARY
 - RETAINING WALL
 - CONCRETE APPROACH (INCLUDED IN BUILDING CONSTRUCTION ITEM)
 - CONCRETE STOOP (INCLUDED IN BUILDING CONSTRUCTION ITEM)
 - CONCRETE SIDEWALK
 - HMA PAVEMENT
 - LANDSCAPE ROCK (INCLUDES FABRIC AND EDGING)



- NOTES:**
- ALL SUBSURFACE UTILITIES, INCLUDING SANITARY SEWER AND ELECTRICAL DUCTS TO BE PROTECTED BY CONTRACTOR. ANY DAMAGED UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER. NOT ALL UTILITIES MAY BE SHOWN ON THE PLAN.
 - LOCATE & PROTECT ALL EXISTING AIRFIELD ELECTRICAL CIRCUITRY AND COMPONENTS.
 - CONTRACTOR IS RESPONSIBLE LOCATING ALL EXISTING PUBLIC AND PRIVATE UTILITIES WITHIN THE PROJECT AREA.

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

Ryan M. Faber, PE
 Ryan M. Faber, PE
 DATE: 05.10.2023 LICENSE NO: 60084

SKY HARBOR AIRPORT
 2023 CONSTRUCT SRE
 BUILDING
 DULUTH, MN

MARK	DATE	DESCRIPTION	REVISIONS
Δ	5/10/23	ADDENDUM NO.1	

SEH FILE NO. DULAI_16772
 STATE PROJECT NO. N/A
 ISSUE DATE 05.10.2023
 DESIGNED BY SL
 DRAWN BY SL
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 Skott E. Hendrickson, Inc. (SEH)

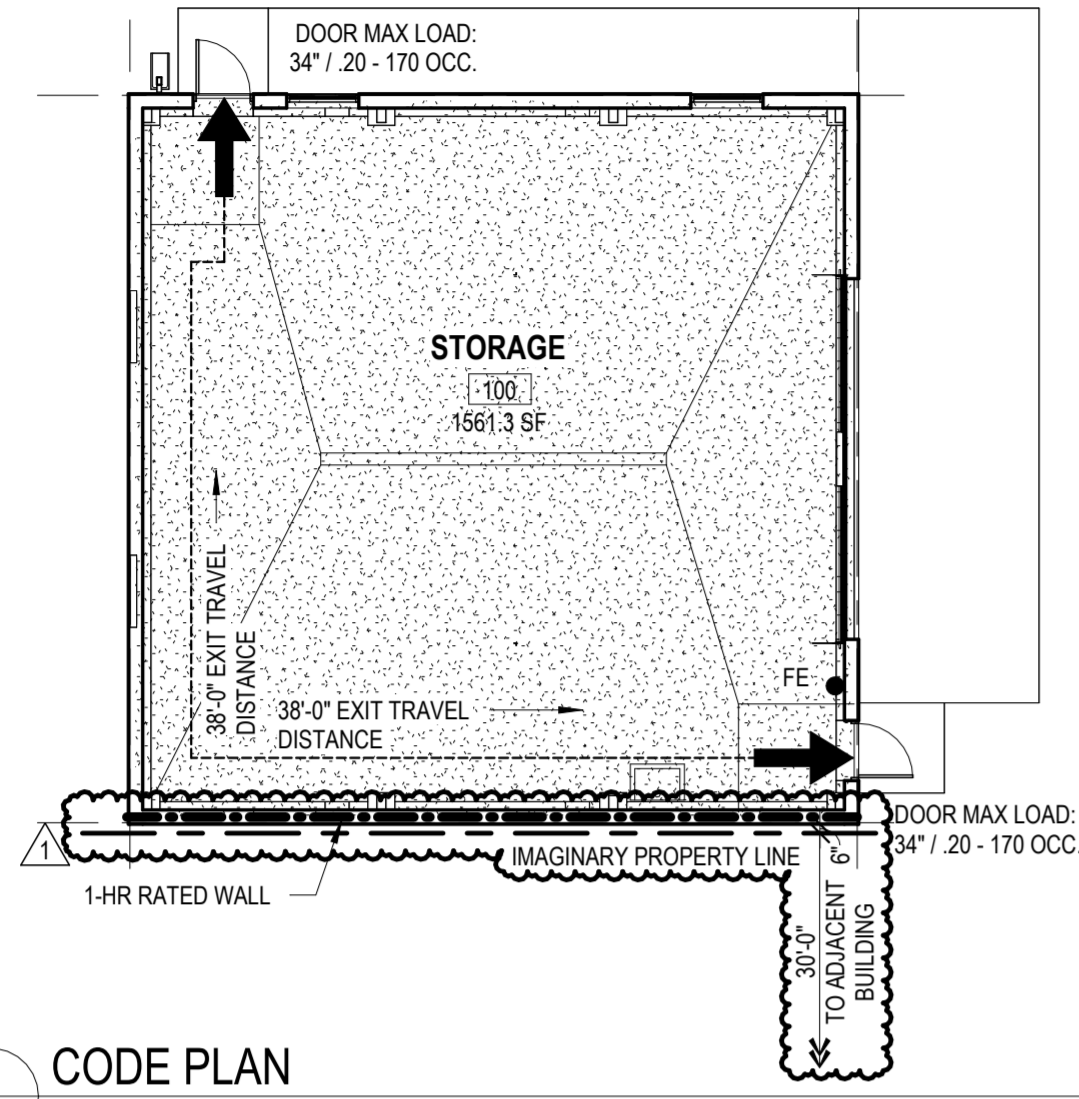
SHEET TITLE
 GEOMETRY PLAN

SHEET
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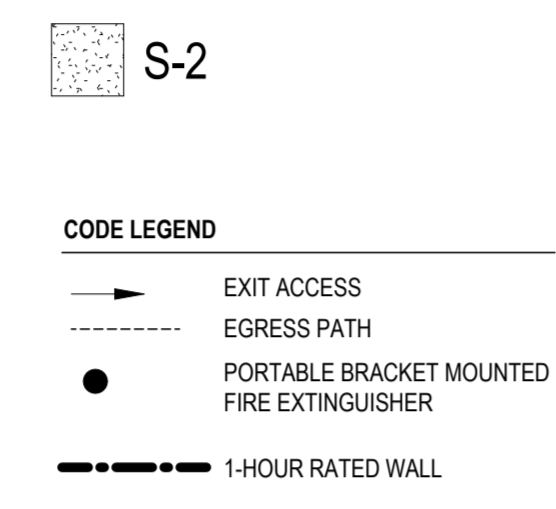
MARK	DATE	DESCRIPTION
1	5.22.23	ADDITIONAL #1 REVISIONS

SEH FILE NO.	DULAL_16772	N/A
STATE PROJECT NO.	08/17/20	DKM
ISSUE DATE	DESIGNED BY	DKM
DRAWN BY		

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OCCUPANCY LEGEND



1
A1.10 3/32" = 1'-0"



- 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-2 – Storage, Low-Hazard (Reference IBC 311.3)

1.02 CHAPTER 4 – SPECIAL REQUIREMENTS
A. Aircraft-Related Occupancies (Reference IBC 412)
1. Exterior Walls:
a. Fire rated exterior walls of adjacent hangar not required - exterior walls, of adjacent hangar, are located 30-feet or more from lot lines or interior lot lines (Reference IBC 412.3.1)

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-2
1. Permitted Area/Floor (Reference IBC Table 504.4 and 506.2): 26,000 sf / 3 Stories above grade
2. Permitted Building Height: 55 feet (Reference IBC Table 504.3)
3. Actual Building Height: 29'-11"
4. Frontage Increases: Not Required
5. Actual Building Area: 1,627 SF

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
1. Reference IBC Table 601, Table 602, Table 705.8 and 713.4

- Exterior Bearing Walls:
South, East and West: $X \geq 30ft = 0$ Hours (see note #1 below)
North: $X = 0ft = 1$ Hour (see note #1 below)
- Interior Bearing Walls:
0 Hours
- Exterior Non-Bearing Walls:
South, East and West: $X \geq 30ft = 0$ Hours (see note #1 below)
North: $X = 0ft = 1$ Hour (see note #1 below)
- Primary Structural Frame: 0 Hours (see note #2 below) Δ
- Partitions - Permanent: 0 Hours
- Shaft Enclosures: No Shafts
- Floors - Ceilings/Floors: 0 Hours
- Roofs - Ceiling/Floors: 0 Hours
- Exterior Wall Openings:
South, East and West: $X \geq 30ft =$ Unlimited unprotected openings
North: Not Permitted

- Notes:
- 1.) 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
 - Δ 2.) Structural frame not required to be rated if enclosed within rated wall per City of Duluth email (4.21.2023)

1.05 IBC CHAPTER 7 - FIRE AND SMOKE PROTECTION
A. Exterior Walls
1. 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)

B. Shafts (Reference IBC 713)
1. No shafts

1.06 IBC CHAPTER 8 - INTERIOR FINISHES
A. Δ S-2 Occupancy
1. Wall and Ceiling Finishes, Non-Sprinkled Building (Reference IBC Table 803.13)
1) Exit Enclosures and Passageways - Class B per ASTM E84 – Not Applicable
2) Corridors - Class B per ASTM E84 – Not Applicable
3) 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)
1. Building is non-sprinkled
a. Group S-2 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)
1. Class A Fires:
a. Maximum 1,500 square feet per unit of A
b. Maximum Floor area per extinguisher: 11,250 square feet
c. Maximum Travel Distance: 75 feet
d. 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
a. No Requirement for a fire alarm and detection system in S-2 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)
1. Total Building Occupant Load: 8 Occupants based on 200 gross SF per occupant
2. See drawings for occupant load calculations and distribution throughout building.

B. Egress Distance/Width
1. Travel Distance (Reference IBC Table 1017.2)
a. S-2 Occupancies: 300 feet without Automatic Fire Sprinkler System
b. Travel distance measured from most remote location on a level to the entrance to a exit (Reference IBC 1017.3)
2. Common Path of Egress Travel (Reference IBC Table 1006.2.1)
a. S-2 Occupancy: 100 feet without Automatic Fire Sprinkler System and occupant load less than 30
3. Egress Width (Reference IBC 1005.3)
a. Δ Minimum width of egress components shall be determined by multiplying the occupant load by 0.2 for all egress components (Reference 1005.3.2)
1) 8 occupants x 0.2 inches = 1.6 inches of egress width required, 68 inches provided.

C. Accessible Means of Egress (Reference IBC 1009.1)
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
1. Width: Clear width of egress doors shall be a minimum of 32 inches (Reference IBC 1010.1.1)
2. 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)

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

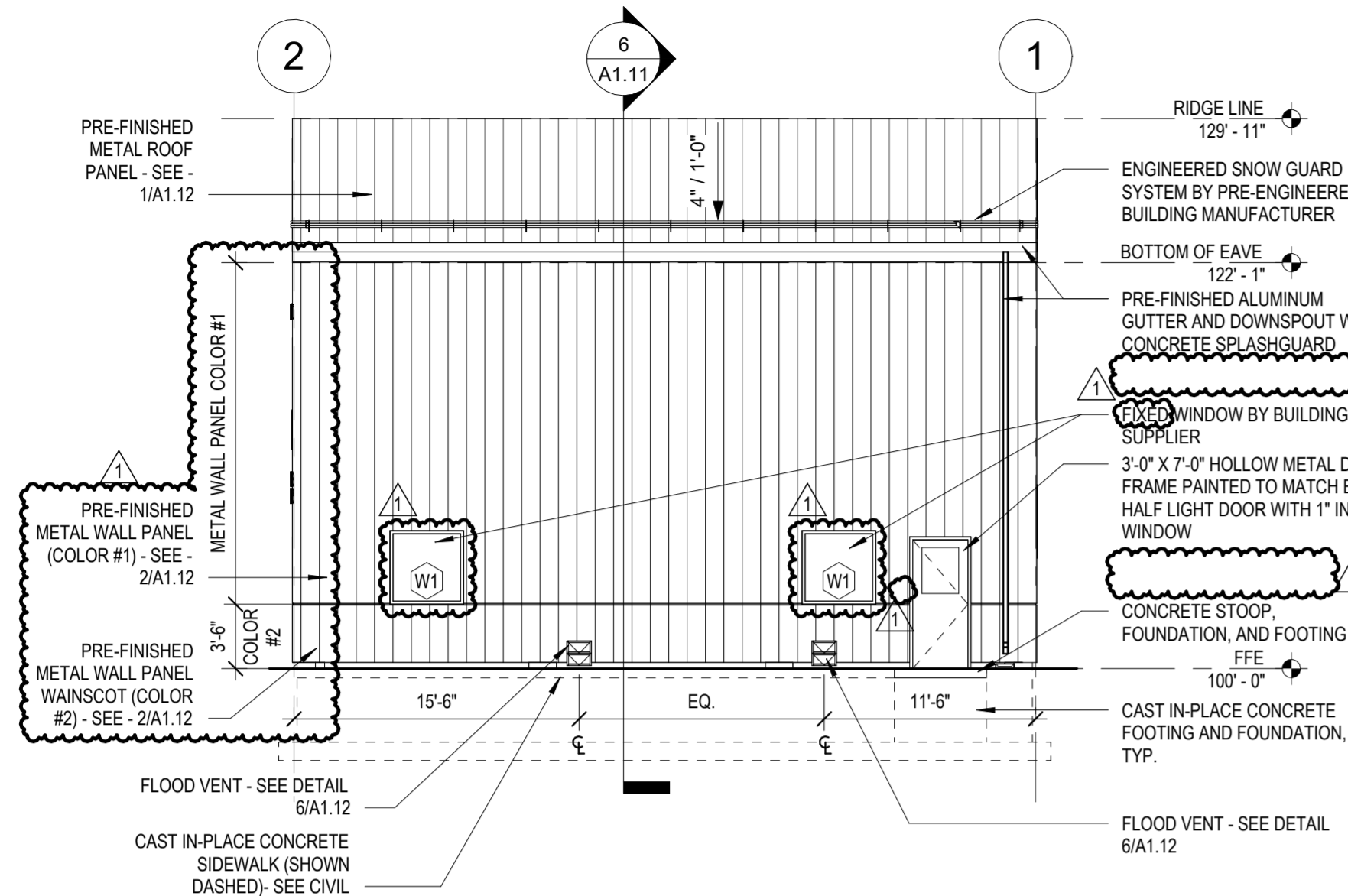
F. Corridors (Reference IBC 1020)
1. Not Applicable

1.09 IBC CHAPTER 11 - ACCESSIBILITY
A. Scoping Requirements (IBC Section 1103)
1. Sites, buildings, structures, facilities, elements and spaces, temporary or permanent, shall be accessible to individuals with disabilities. (Reference IBC 1103)

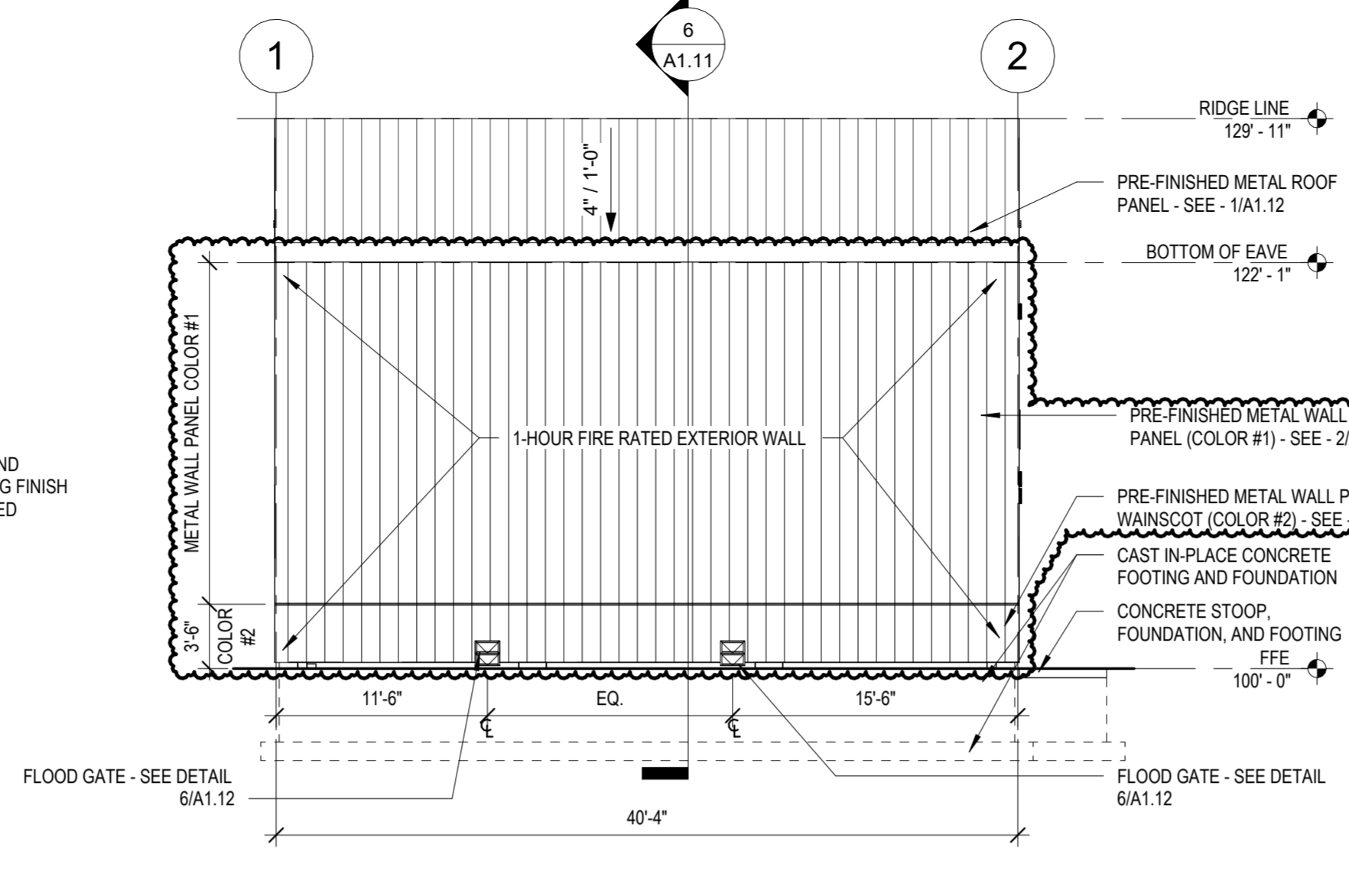
B. Accessible Route (IBC Section 1104)
1. Connected Spaces - When a building or portion of a building is required to be accessible, at least one accessible route shall be provided to each portion of the building, to accessible building entrances connecting accessible pedestrian walkways and to the public way. (Reference IBC 1104.3.1)

C. Accessible Entrances (Reference IBC 1105)
1. At least 60-percent of all public entrances shall be accessible (Reference IBC 1105.1)
2. Building has one public entry that is accessible via a sidewalk with a slope not more than 1:20 (Reference ANSI A117.1 – 402.2.1)

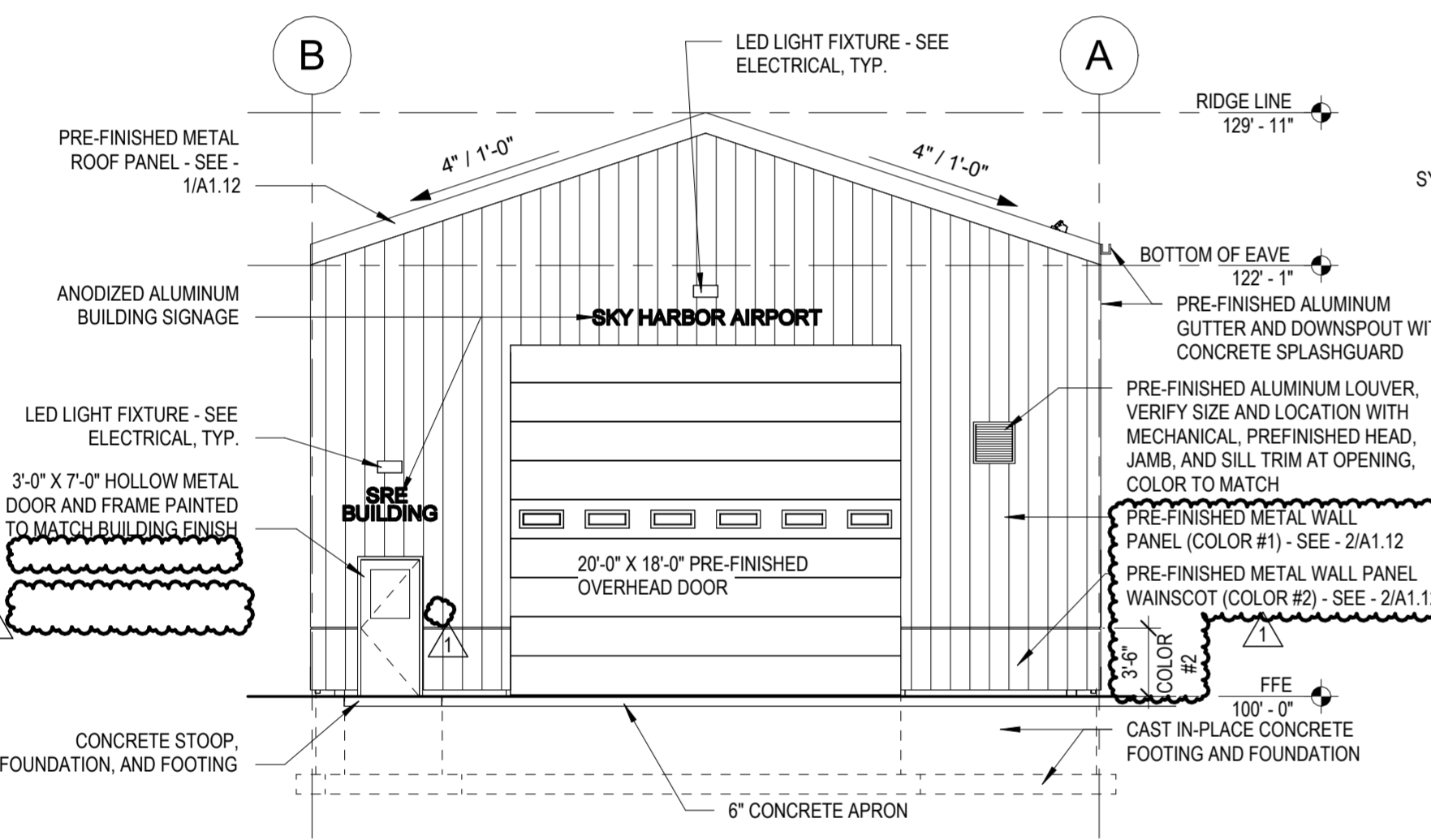
1.12 IBC CHAPTER 29 - PLUMBING SYSTEMS
A. Building is not regularly occupied and is not provided with a restroom. City of Duluth acknowledged building is an accessory to the airport and longer distance for restroom is acceptable (Nov. 11, 2022.)



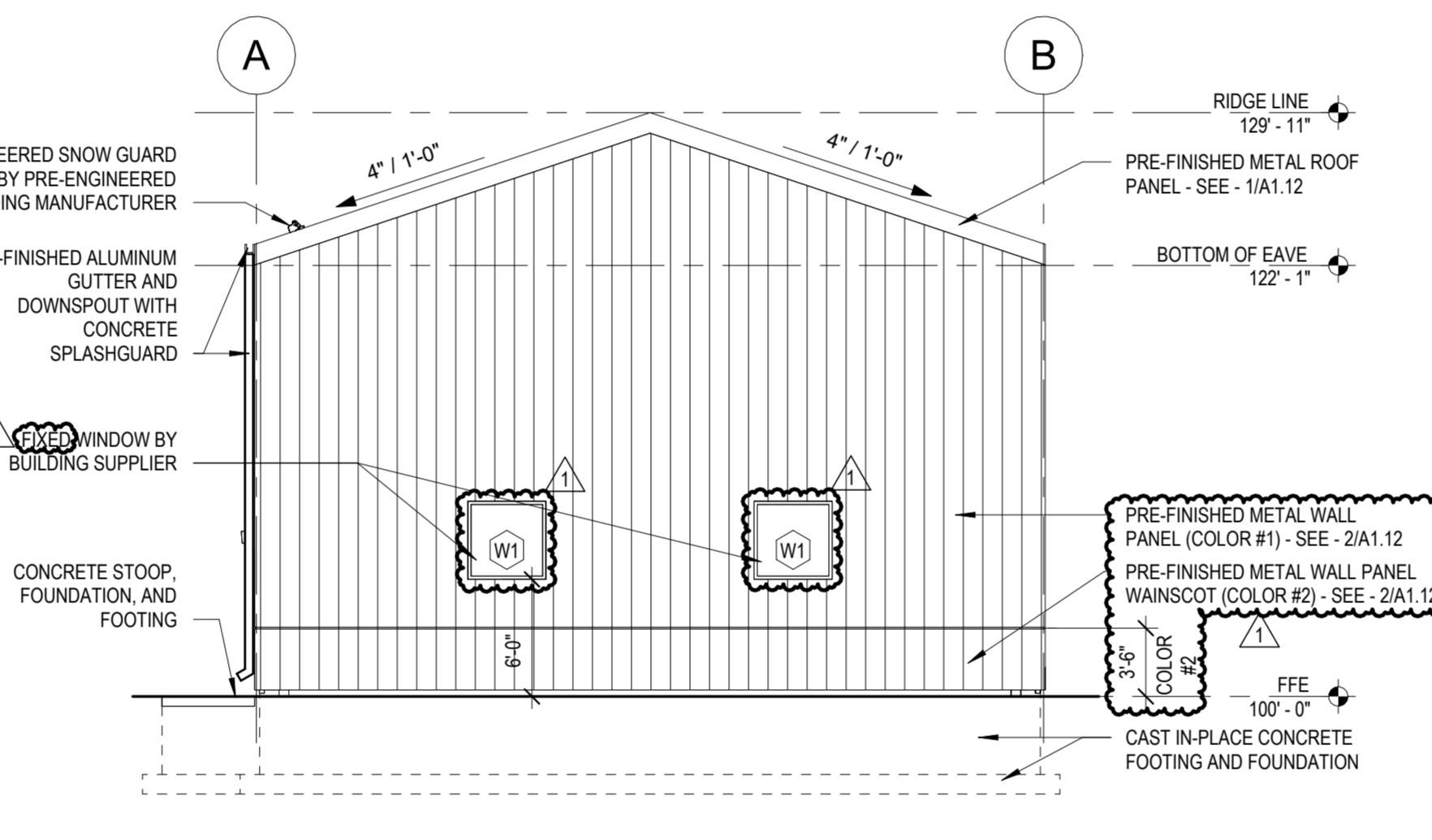
1 EXTERIOR ELEVATION - EAST
A1.11 1/8" = 1'-0"



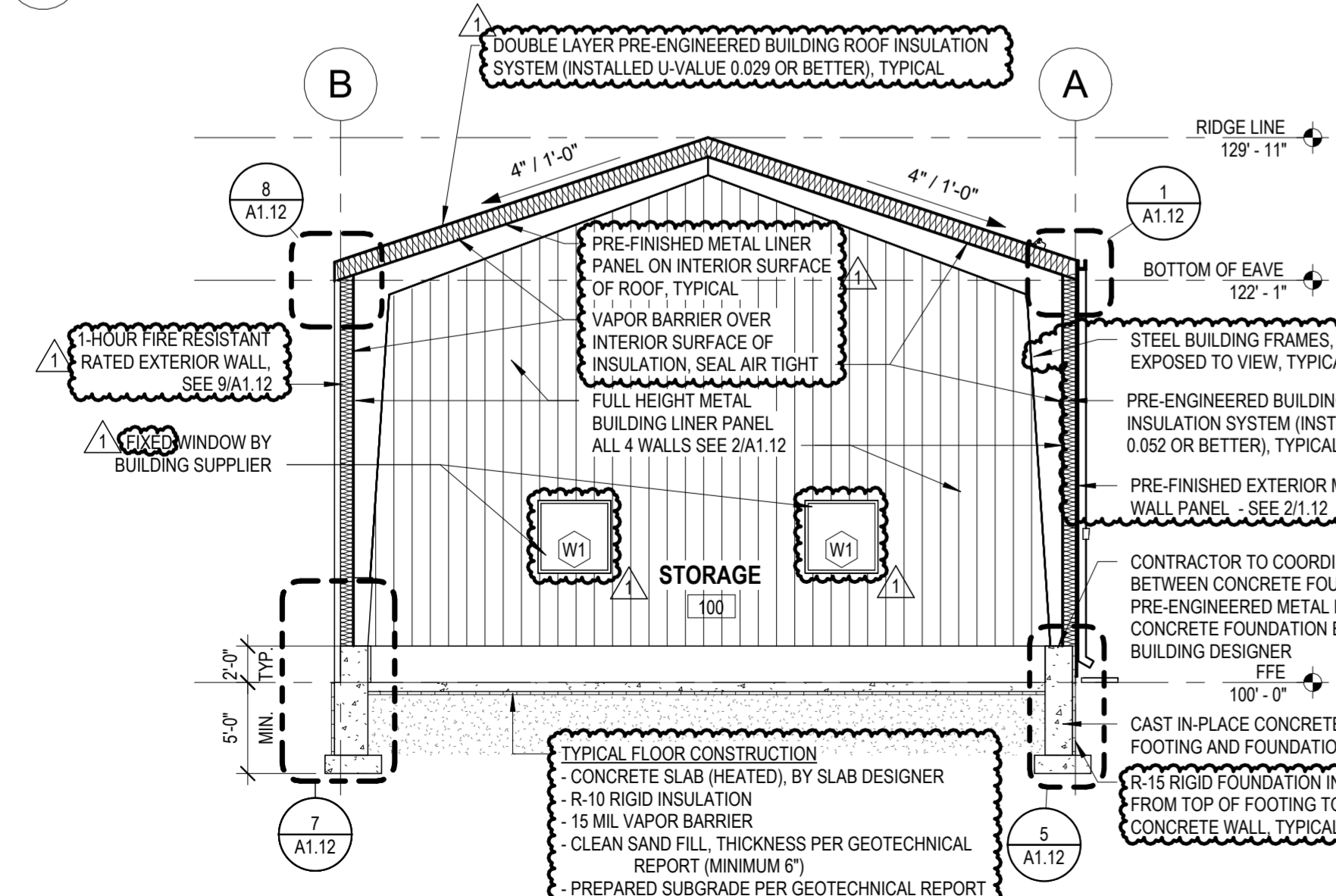
2 EXTERIOR ELEVATION - WEST
A1.11 1/8" = 1'-0"



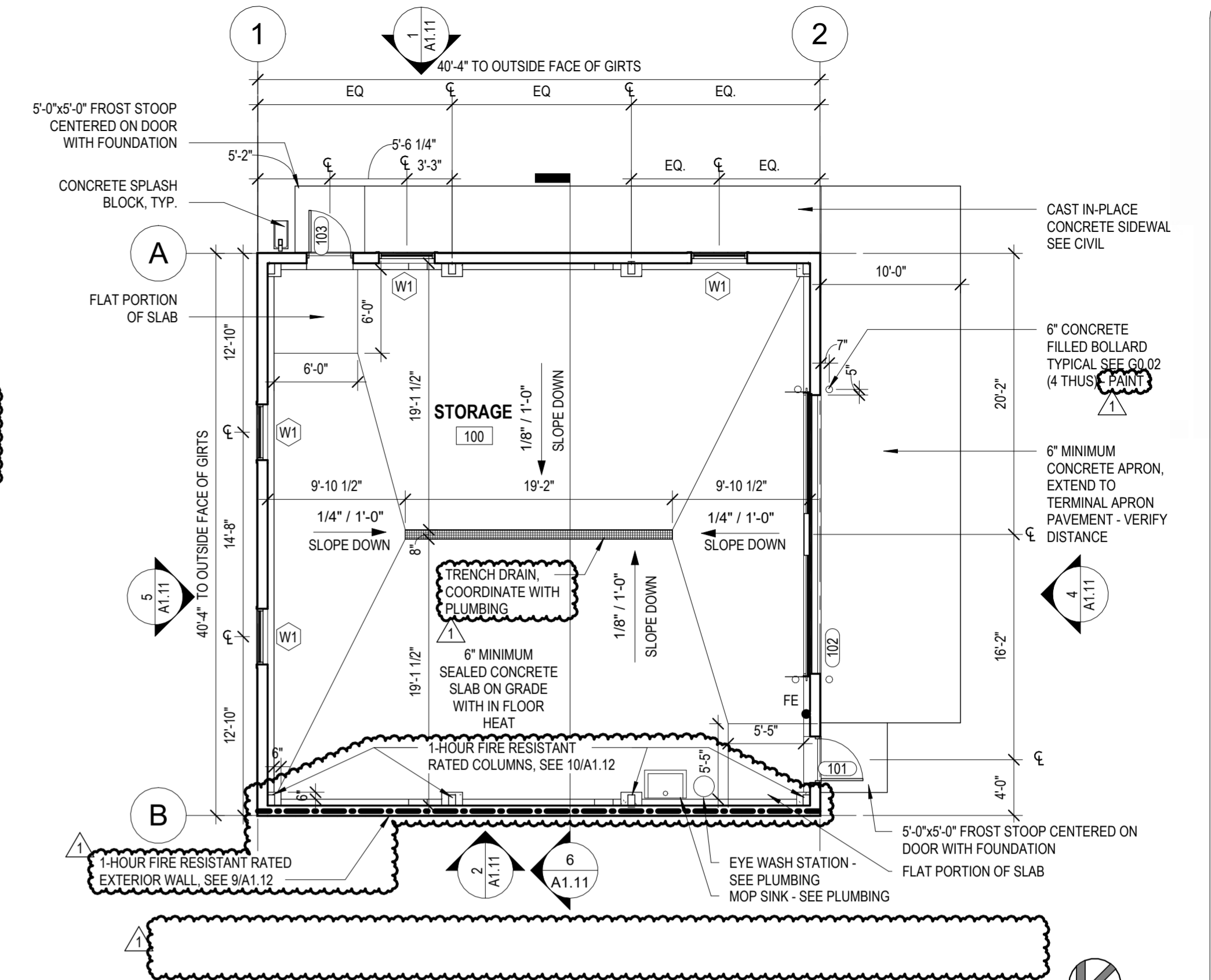
4 EXTERIOR ELEVATION - SOUTH
A1.11 1/8" = 1'-0"



5 EXTERIOR ELEVATION - NORTH
A1.11 1/8" = 1'-0"



6 BUILDING SECTION
A1.11 1/8" = 1'-0"

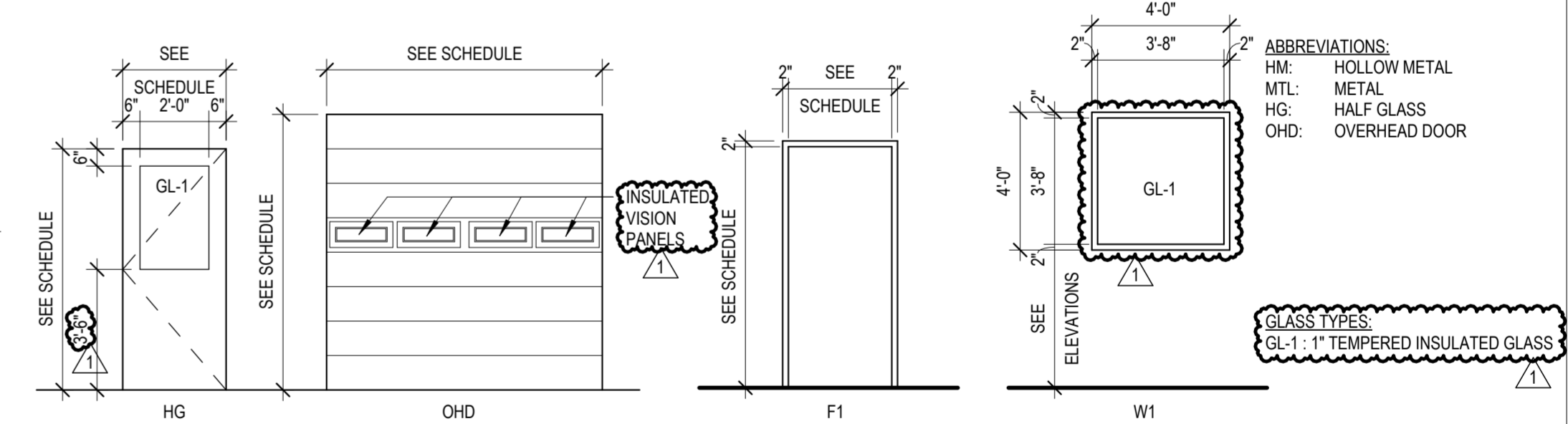


3 FLOOR PLAN
A1.11 1/8" = 1'-0"

DOOR SCHEDULE

ROOM NUMBER	DOOR CODE	ROOM NAME	DOOR		DOOR TYPE	GLASS TYPE	FRAME		HARDWARE GROUP	DETAILS		
			HEIGHT	WIDTH			FRAME MATERIAL	FRAME TYPE		HEAD DETAIL	JAMB DETAIL	REMARKS
100	101	STORAGE	7'-0"	3'-0"	HM	GL-1	HM	F1	01	2/1.12	2/1.12 SIM	NOTE 1
100	102	STORAGE	18'-0"	20'-0"	MTL	OHD	GL-1			4/1.12	3/1.12	
100	103	STORAGE	7'-0"	3'-0"	HM	GL-1	HM	F1	01	2/1.12	2/1.12 SIM	NOTE 1

SCHEDULE REMARKS:
1.) PAINT HOLLOW METAL DOOR AND FRAME



DOOR TYPES FRAME TYPES WINDOW TYPES

3535 VADNAN CENTER DR
ST PAUL, MN 55110
TEL: 651.460.2100
FAX: 651.460.2100
WWW.SEH.COM



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

SCOTT A. BLANK
DATE 05/22/2023 LICENSE NO. 51092

SKY HARBOR AIRPORT
2023 CONSTRUCT SRE BUILDING
DULUTH, MN

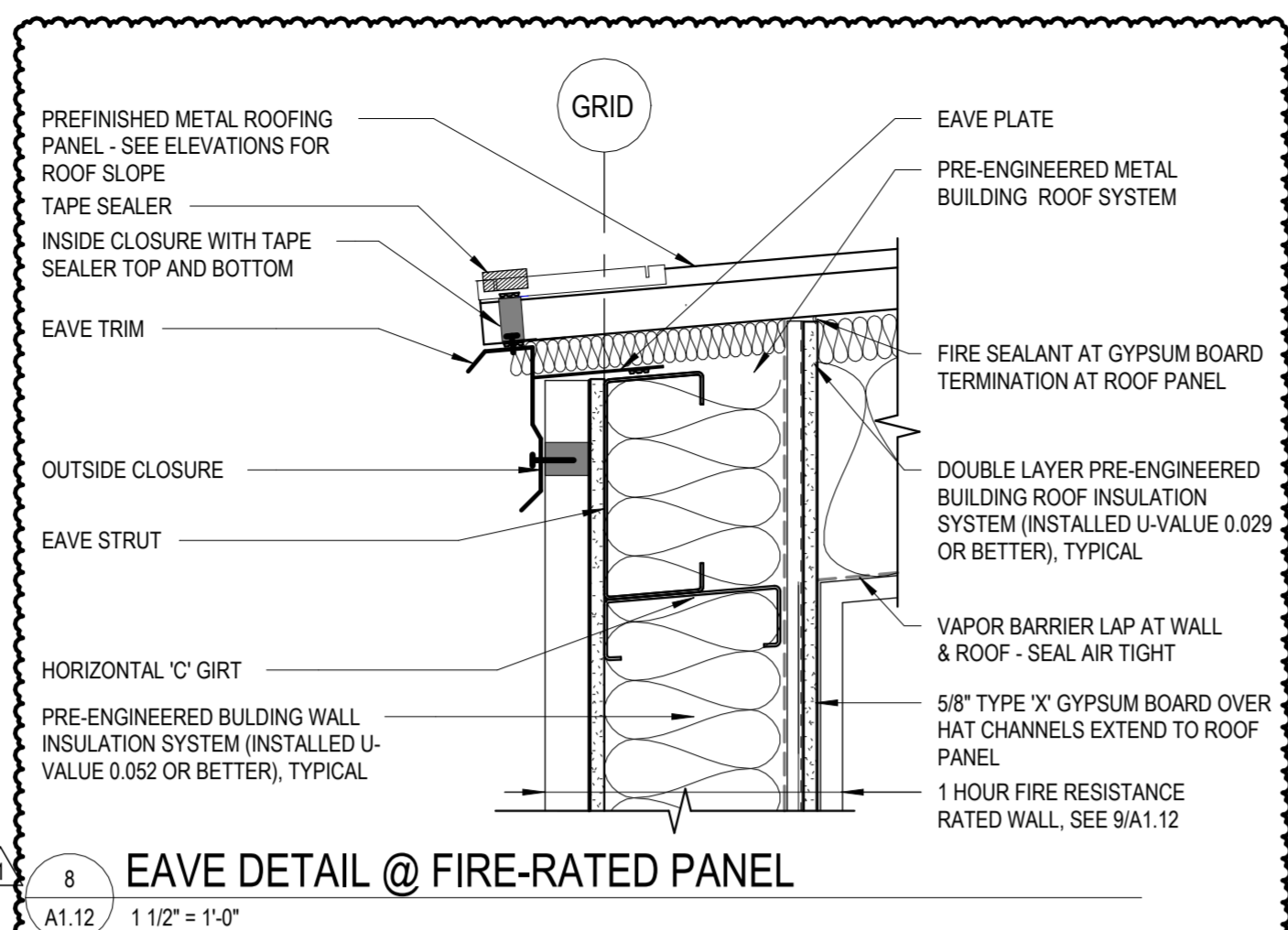
MARK	DATE	DESCRIPTION	REVISIONS
1	5.22.23	ADDENDUM #1	

SEH FILE NO. DULA_16777
STATE PROJECT NO. N/A
ISSUE DATE 05/10/2023
DESIGNED BY DKM
DRAWN BY DKM

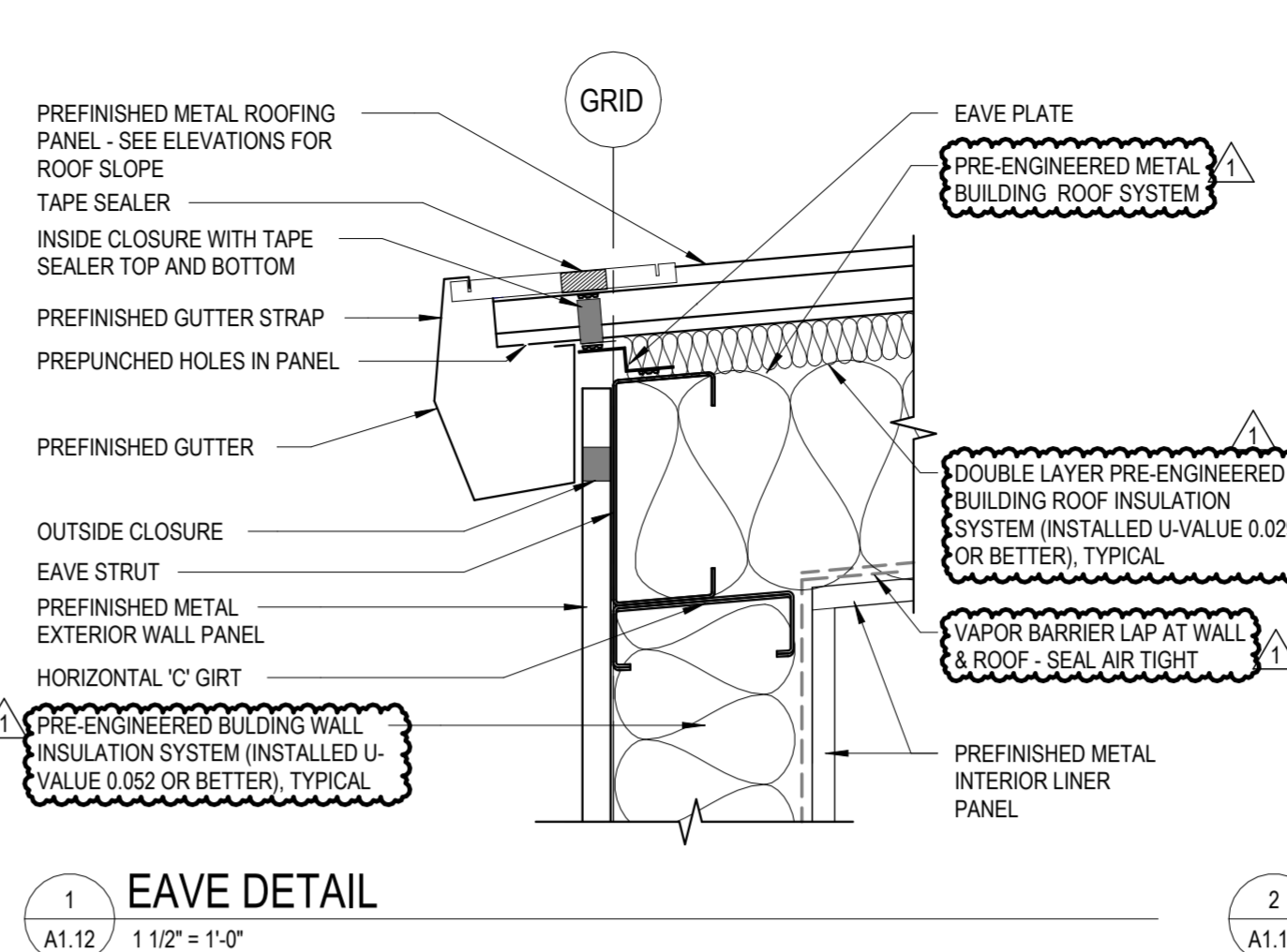
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SHEET TITLE
FLOOR PLAN, BUILDING ELEVATIONS, SECTION

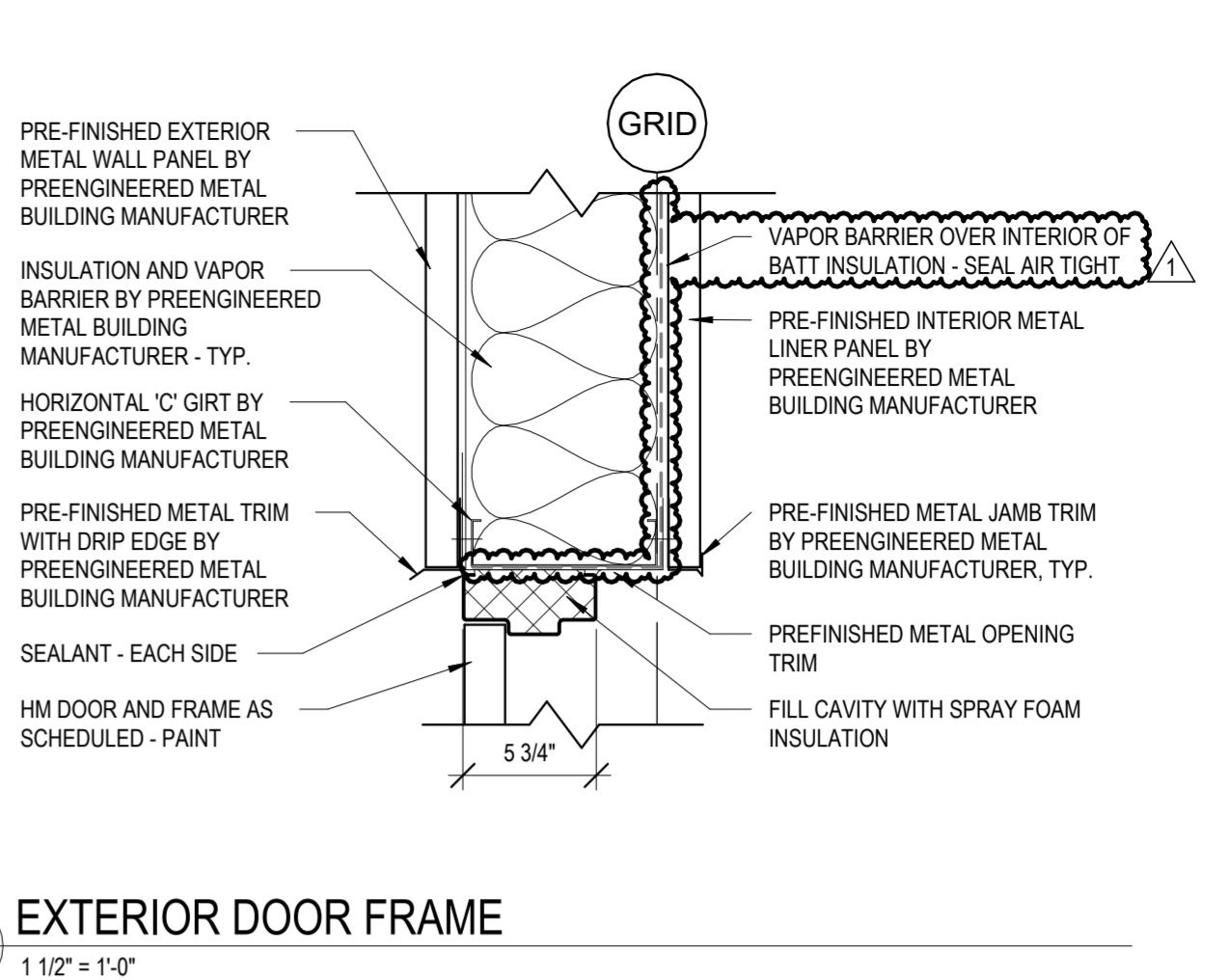
SHEET
A1.11



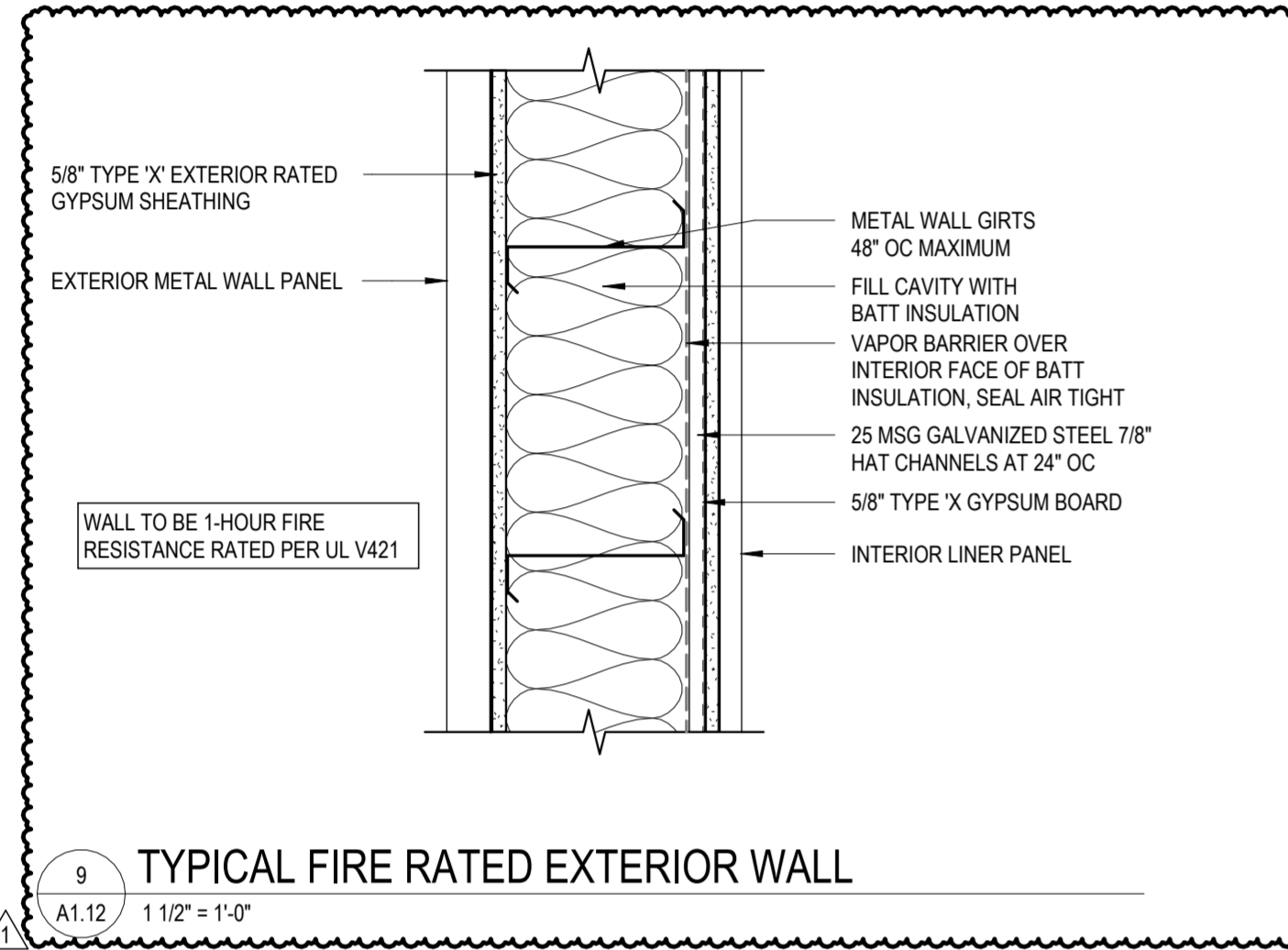
8 EAVE DETAIL @ FIRE-RATED PANEL
A1.12 1 1/2" = 1'-0"



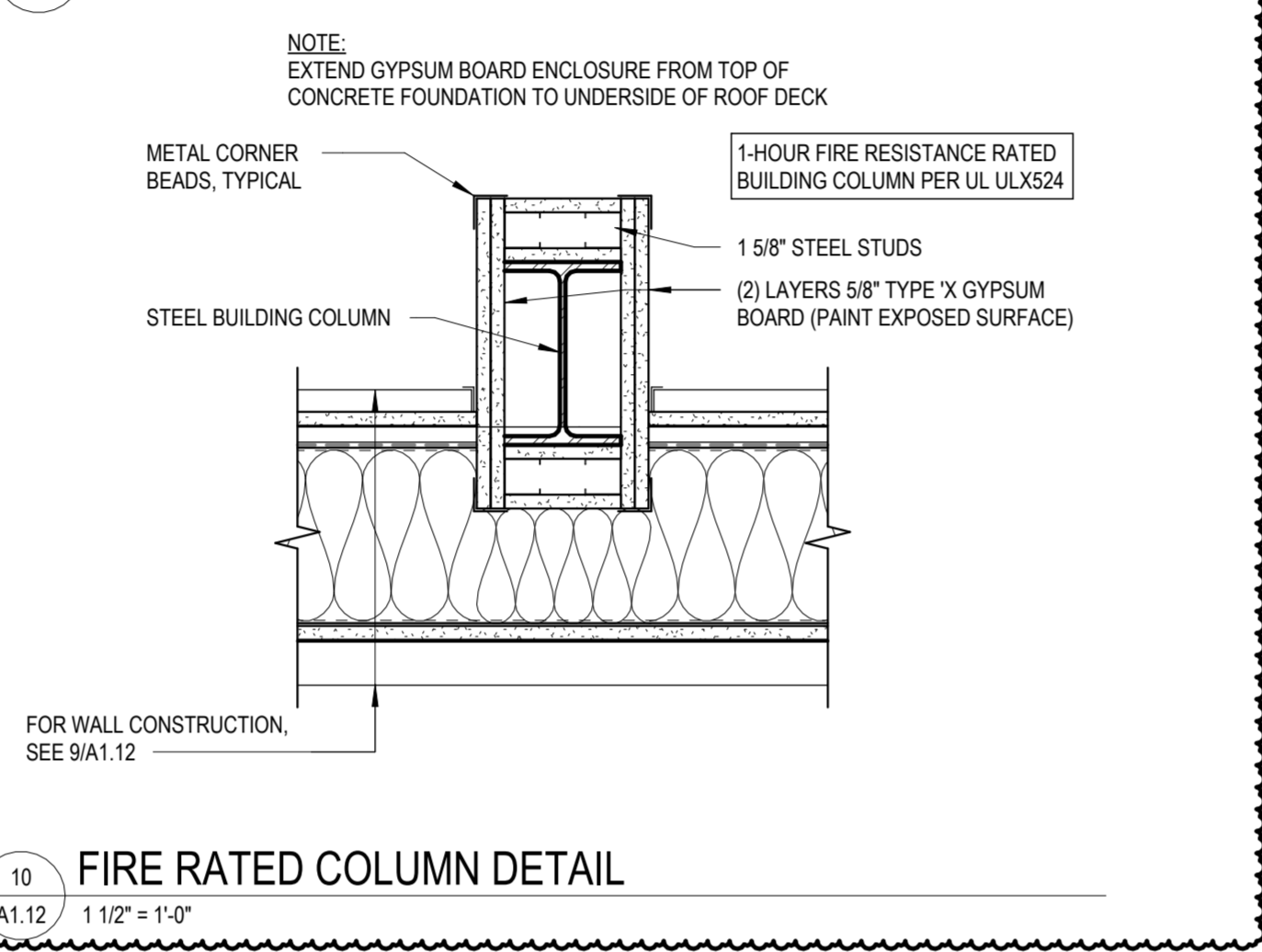
1 EAVE DETAIL
A1.12 1 1/2" = 1'-0"



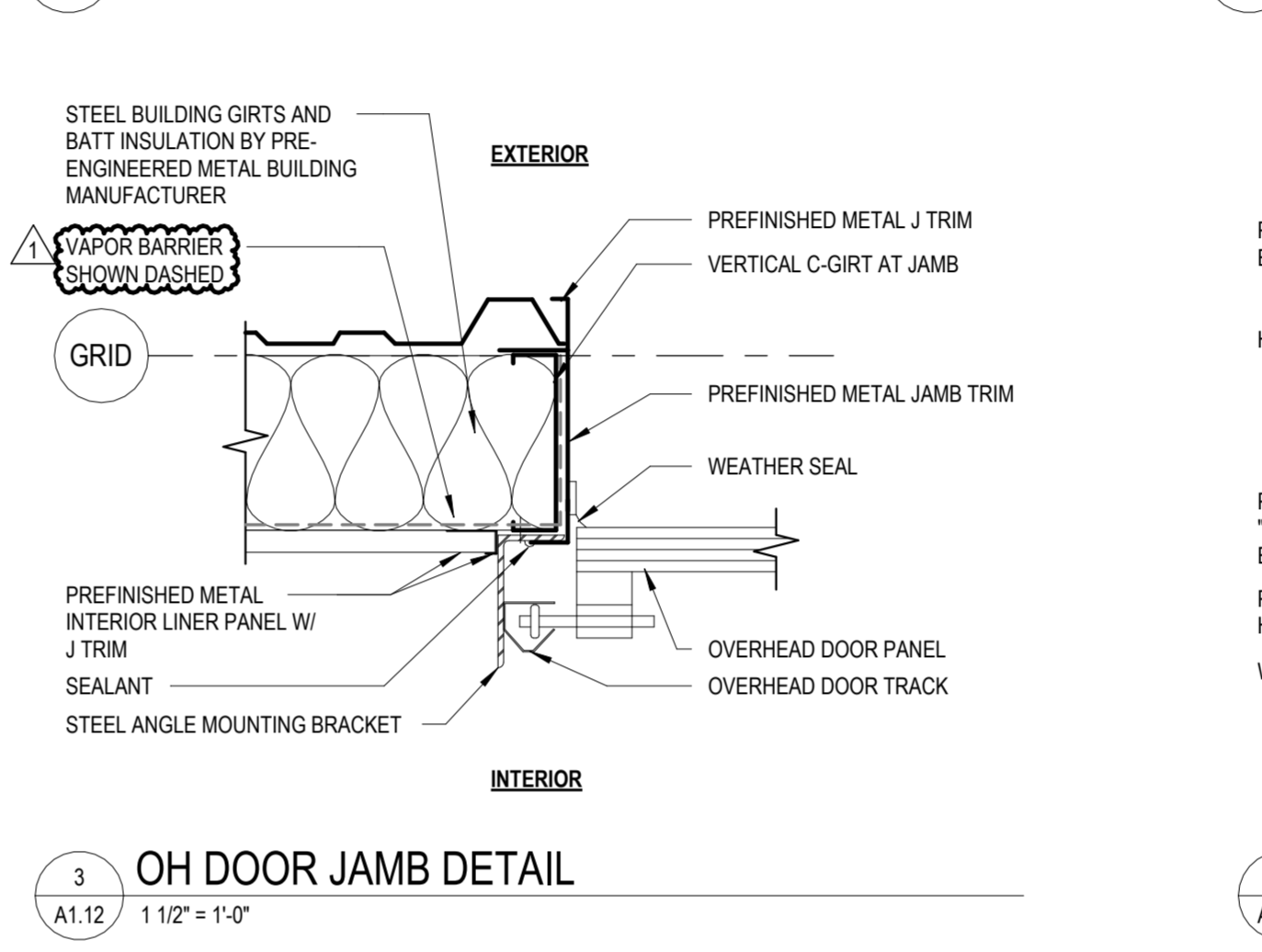
2 EXTERIOR DOOR FRAME
A1.12 1 1/2" = 1'-0"



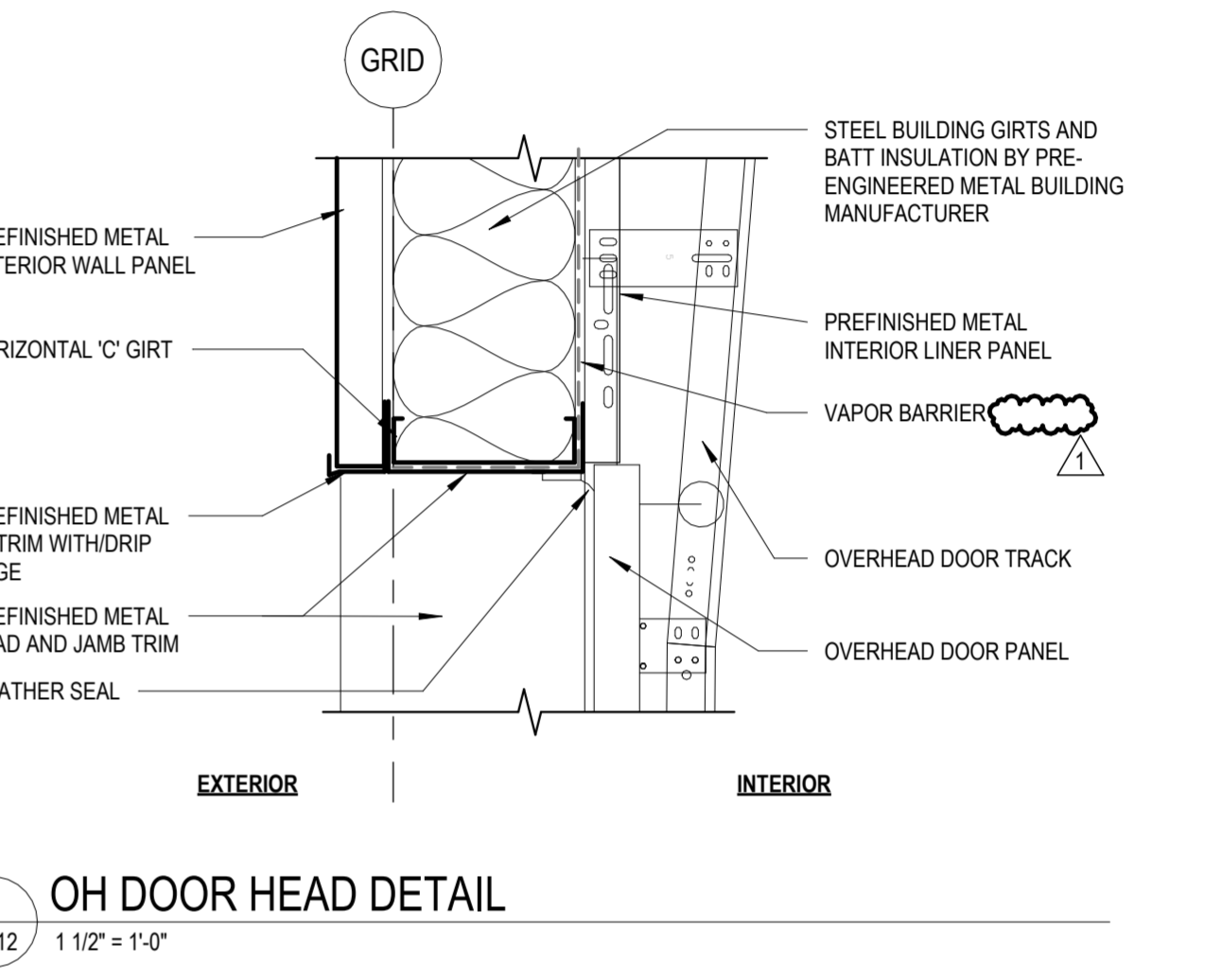
9 TYPICAL FIRE RATED EXTERIOR WALL
A1.12 1 1/2" = 1'-0"



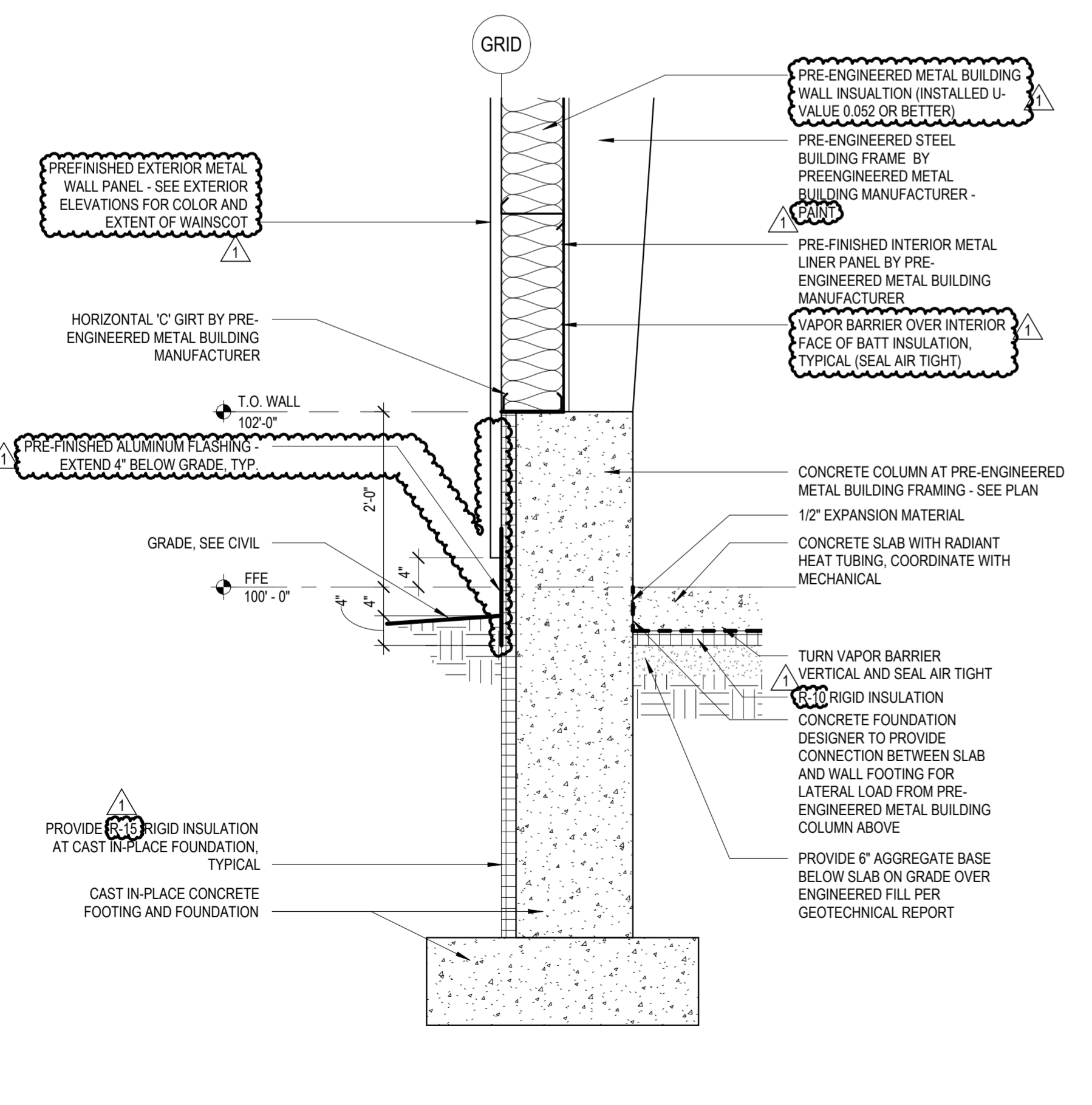
10 FIRE RATED COLUMN DETAIL
A1.12 1 1/2" = 1'-0"



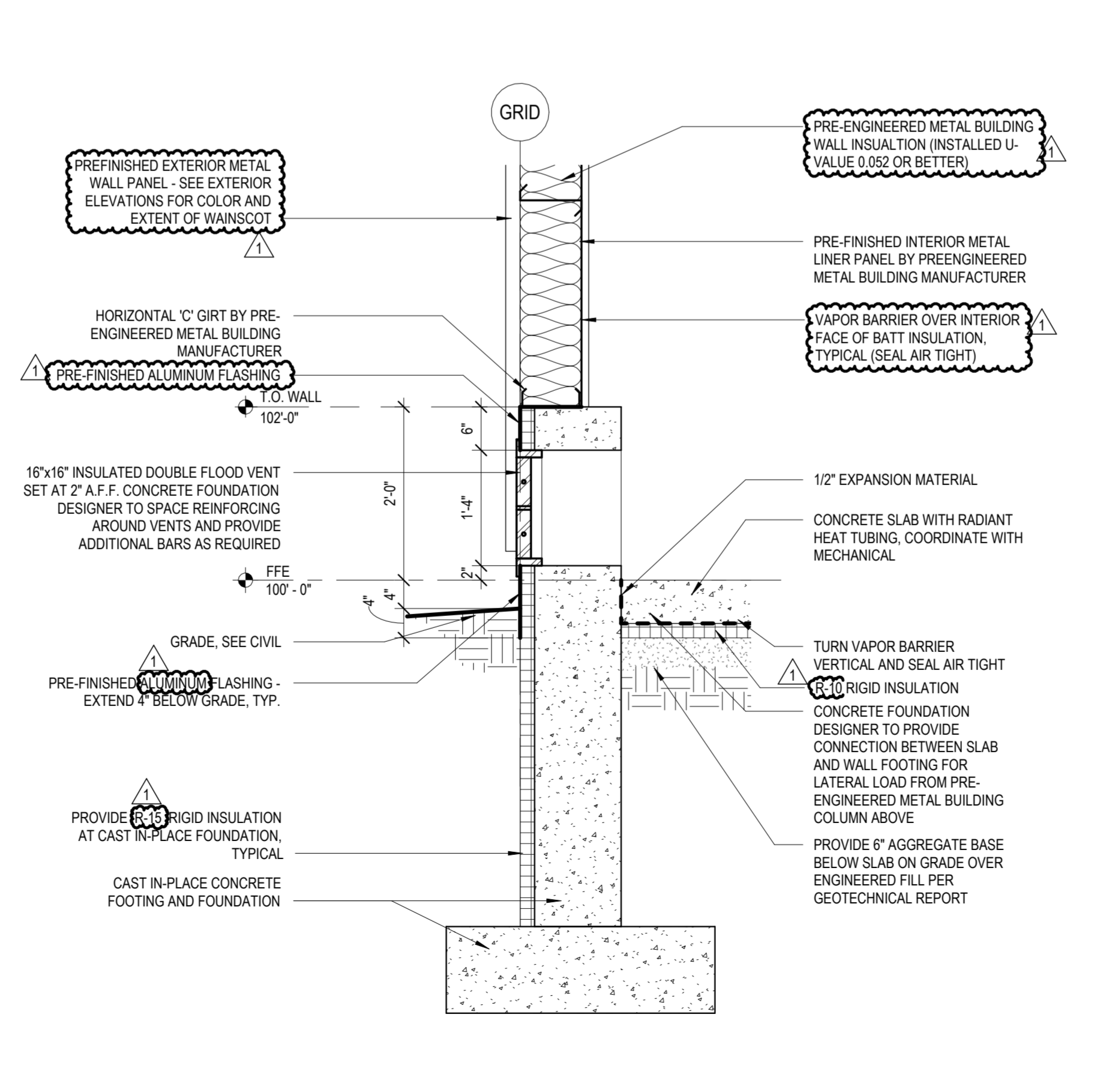
3 OH DOOR JAMB DETAIL
A1.12 1 1/2" = 1'-0"



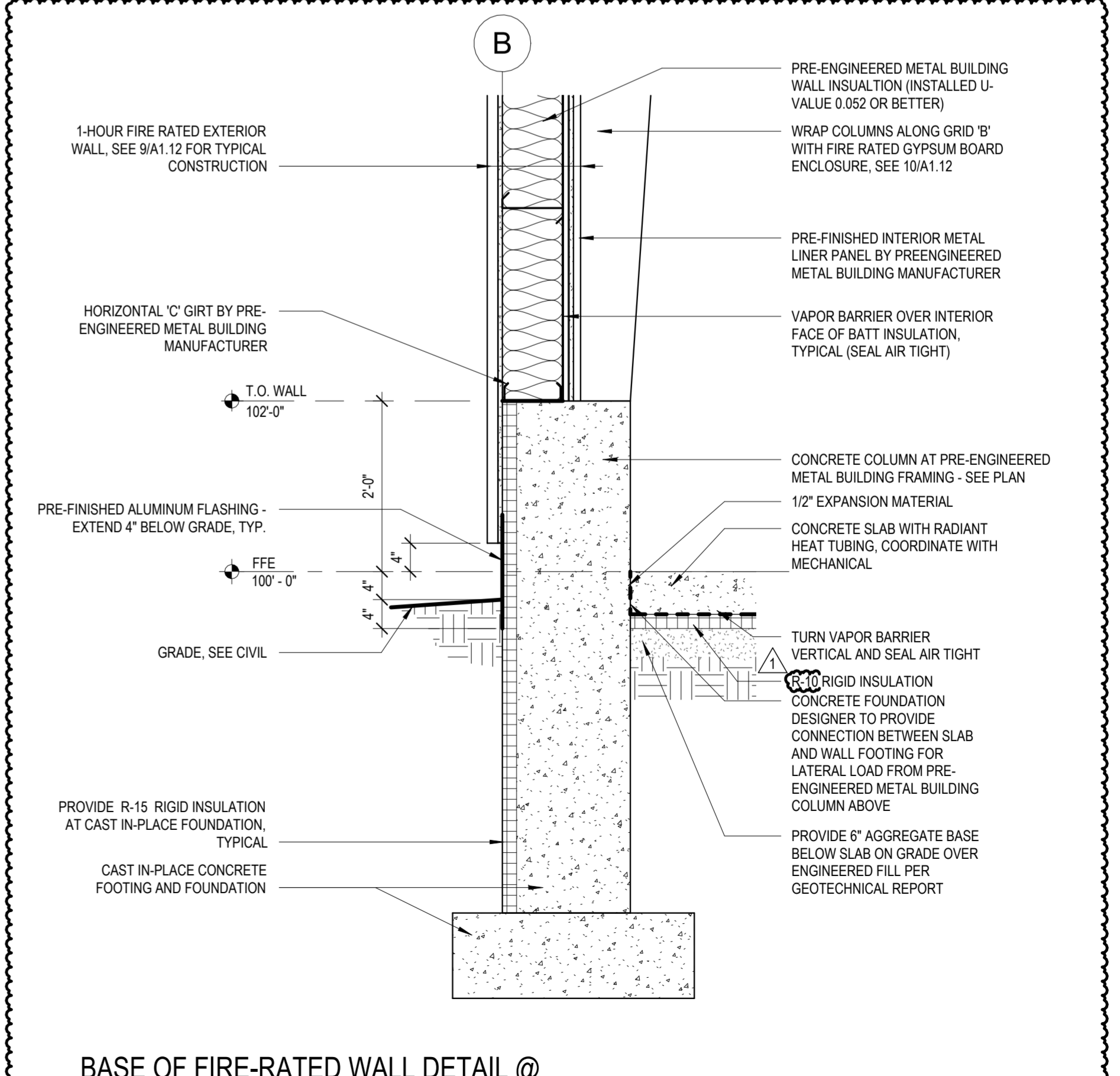
4 OH DOOR HEAD DETAIL
A1.12 1 1/2" = 1'-0"



5 BASE OF WALL DETAIL @ FRAMING
A1.12 3/4" = 1'-0"



6 BASE OF WALL DETAIL @ FLOOD VENT
A1.12 3/4" = 1'-0"



7 BASE OF FIRE-RATED WALL DETAIL @ FRAMING
A1.12 3/4" = 1'-0"

MARK	DATE	DESCRIPTION
1	5.22.23	ADDENDUM #1

SEH FILE NO.	DUL_16772
STATE PROJECT NO.	N/A
ISSUE DATE	07/22/02
DESIGNED BY	DKM
DRAWN BY	DKM