

# **City Center West Restroom Renovation**

5830 Grand Ave – Duluth, MN

August 7, 2015

Project #: 15-XX-TR

Bid #: 15-0367

Bid Opening Date: Tuesday September 1, 2015 @ 2:00 PM CST



**City of Duluth**

Property and Facilities Management

1532 W Michigan Street

Duluth, MN 55806

(218) 730-4434

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## CITY OF DULUTH INVITATION TO BID

**PROJECT NAME/DESCRIPTION:** CITY CENTER WEST RESTROOM RENOVATION

**BID NUMBER:** 15-0367

**BID OPENING:** Tuesday, September 1, 2015 AT 2:00 PM

**PROJECT DESCRIPTION:** Remodel of the men's and women's restrooms at City Center West to make them Americans with Disabilities Act (ADA) compliant and to improve accessibility.

**PRE-BID/WALK-THROUGH:** A **MANDATORY** pre-bid walk-through will be conducted on "to be set by Addendum" at 5830 Grand Ave, Duluth, MN. All interested bidders must attend.

**QUESTIONS:** Please submit any questions regarding this project via e-mail to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov). Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected contractor will be issued a construction contract (draft attached). Notice to Proceed will be issued once the agreement is fully executed.

**Please note that the City of Duluth Supplemental Conditions apply to this project and will be included in the contract. This document can be found online at <http://www.duluthgov.info/engineering/documents/SupplementalGenConditions4-15-11.pdf> . Hard copies may be made available upon request.**

Proposal forms, contract documents, plans and specifications are on file at the following offices: City Architect's Office; Duluth Builder's Exchange; Minnesota Builder's Exchange. Copies of these plans and specifications may be obtained from ShelDon Planroom, 124 E Superior St, Duluth, MN 55802. Copies of bidding documents may be obtained by purchase from ShelDon.

# INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Bid results will be posted online at [http://www.duluthgov.info/db\\_frames/bid\\_information.cfm](http://www.duluthgov.info/db_frames/bid_information.cfm) once all bids have been reviewed.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated.

## **The following documents must be submitted with your bid:**

1. **Bid Bond** - A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by telephone prior to the scheduled bid opening.
2. **Acknowledgment of Addendum** (if applicable) – any changes to this solicitation will be announced via Addendum. A signed copy of the Addendum(s) must be submitted with your bid.
3. **Responsible Contractor** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached). The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City’s request.

**Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.**

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.
4. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the

attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

5. **Out of State Contractor** - Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. This form may be found at the following web address:  
[http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/sde.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf)
6. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project. Certified payroll will be required.
7. **Project Labor Agreement (PLA)** - A PLA will be required for any bid that is over or could virtually go over \$150,000. A copy of the City standard PLA is included in this package.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

A handwritten signature in black ink, appearing to read "Amanda Ashbach", written in a cursive style.

Amanda Ashbach  
Purchasing Agent

**15-0367 – CITY CENTER WEST RESTROOM RENOVATION  
BID FORM**

ITEM	PRICE
Remodel the restroom facilities as per the attached plans and specifications.	\$
	\$
	\$
<b>TOTAL</b>	<b>\$</b>

\_\_\_\_\_  
TOTAL PRICE IN WRITING

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Tel. \_\_\_\_\_

## AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

Bidder's E.I. Number \_\_\_\_\_  
(Number used on employer's quarterly Federal Tax return)

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION  
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN      PROJECT NUMBER & DESCRIPTION \_\_\_\_\_

\_\_\_\_\_

FROM: \_\_\_\_\_

\_\_\_\_\_

(FIRM's name, address, telephone number)

A) **Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) \_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's ■Minority Business Enterprise Program.● This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

- B) **Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 ■Compliance Responsibility for Equal Opportunity• published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.
- C) **Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term ■segregated facilities• means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- D) **Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM■if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000■shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) **Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

- F) **Employment Goals - ■Construction• Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) **Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an ■EEO Statement and Certification• similar in nature to this ■Statement and Certification•, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

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Printed name and title

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Signature

**NOTE:** In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

## RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- |     |   |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>   |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul> |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

**NOTE:** Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT WITH PRIME CONTRACTOR RESPONSE**

**PROJECT TITLE:** \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. ...

<b>FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**PROJECT TITLE:** \_\_\_\_\_

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

<b>ADDITIONAL SUBCONTRACTOR NAMES</b> (Legal name of company as registered with the Secretary of State)	<b>Name of city where company home office is located</b>

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<p><b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b></p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in <b>Minn. Stat. § 16C.285.</b></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

# **CONTRACTOR & CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the **CITY OF DULUTH**, a municipal corporation, hereinafter referred to as the "CITY," party of the first part, and **Contractor, address**, hereinafter referred to as the "Contractor," party of the second part;

WITNESSETH: That the Contractor and the City agree as follows:

1. The following shall be deemed to be part of this contract:
  - a. The annexed resolution and legal advertisement of the City Council.
  - b. The bid request and specifications, as modified by irreconcilable language in this written contract.
  - c. The bid by Contractor, as modified by irreconcilable language in this written contract.
  - d. The performance bond and payment bond certification.
  - e. All provisions of law applicable to a contract of this nature.
2. The Contractor agrees to furnish and deliver to the **Department** all labor, supervision, material, equipment, supplies, insurance, performance bond, payment bond and everything else necessary for general construction of **Project** at **location**, all in strict accordance with plans and specifications prepared by **design co. or city architect**, your bid of \$ and **resolution no. passed on date**. Contractor shall not commence performance of any work under this contract until Contractor receives authorization from the City's Purchasing Agent in writing and dated.
3. The City agrees to pay progress payments and make final payments to the Contractor as stated in the contract specifications. The total amount payable under this contract shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment or change order. Payments under this Agreement shall be made from the following accounts **funding** and **RQ no.**
4. The Contractor shall furnish and maintain in full force and effect until this contract is completely performed by the Contractor, a performance bond and payment bond if and when required by law, or if and when required by the City.
5. Inasmuch as this contract concerns work, materials and equipment needed for the public benefit, the provisions of this contract relating to the time of performance and completion of work and delivery of materials or equipment are of the essence of this contract.
6. The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising

out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

## 7. Insurance

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in Paragraph 6 above, subject to provisions below.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

- (5) The use of an “ACORD” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.
8. No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with this contract. If this contract is not made in conformity with mandatory provisions of any statute or of the ordinances and charter of the City of Duluth, the Contractor agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract.
9. The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it, or any part thereof, without the consent of the City, evidenced by a resolution duly adopted by the City Council. The prohibition contained in this paragraph shall not be deemed to prevent the contractor from subcontracting. Contractor shall remain primarily responsible for all work performed by any subcontractor.
10. The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, Contractor will not discriminate by reason of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
11. The Contractor agrees that Contractor shall not in any manner discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance or work under this contract on account of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

12. The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the City or the state auditor for six years from the date of final payment under this contract.
13. This contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited for any failure to perform any terms or conditions of this contract including but not limited to any violation of the terms or conditions of Section 10 or 11 of this contract.
14. Any waiver by any party of any provision of this contract shall not imply a subsequent waiver of that or any other provision.
15. This contract is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis, County, Minnesota, and the parties to this Agreement waive objection to the jurisdiction of this court, whether based on convenience or otherwise.
16. This Agreement constitutes the entire agreement between the City and the Contractor on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the City and the Contractor. The Contractor agrees that no representations or warranties made by the City shall be binding upon the City unless expressed in writing herein.
17. This Agreement shall not be in force and effect, or in any way binding upon the City until the same shall have been approved by the Department Head, signed by the Mayor, attested by the Clerk, and countersigned by the City Auditor.
18. The Contractor unconditionally guarantees to perform all work pursuant to this contract in a good and workmanlike manner, in strict compliance with the specifications and instructions hereto attached, and to the satisfaction of the City of Duluth.
19. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Countersigned:

**CITY OF DULUTH-Client**

By

\_\_\_\_\_  
City Auditor  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Department Director  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
Attested this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

**Contractor**  
**Consultant (Service Provider)**

By

\_\_\_\_\_  
Assistant City Attorney  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Company Representative

Its

\_\_\_\_\_  
Title of Representative  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

**GENERAL CONDITIONS** 4-15-11

**PART I**

**101. DEFINITIONS**

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City of Duluth in its capacity as agent for the City of Duluth and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "City" means the City of Duluth, Minnesota, which is authorized to undertake this Contract and within which the Project Area is situated or any employee of the City of Duluth designated by the City of Duluth for the purpose of inspecting, directing, or having in charge the work embraced in this Contract.
- c. The term "Contractor" means the person, firm, or corporation entering into the Contract with the City to construct and install the Improvements embraced in this Contract.
- d. The term "Project Area" means site within which is specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Architect" means the architect or engineer licensed to practice architecture or engineering and serving the City with architectural or engineering services, or his authorized representative or successor.
- f. The term "Change Order" means a written order to the Contractor, signed by the City, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), and all requested submittals such as Certificate of Insurance, performance and payment bonds, EEO Affirmative Action Policy Statement & Compliance Certificate, Certificate of Non-Collusion.
- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Field Order" means a written interpretation necessary for the proper execution of the Work, in the form of drawings or otherwise issued to the Contractor by the City or the Architect.
- j. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this Contract.
- k. The term "Addenda" or "Addendum" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective Bidders prior to time of receiving Bids.
- l. The term "Work" means all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in such construction.

**102. SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Architect, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### **103. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any subcontractor, or permit any subcontractor to perform any work included in this contract until he has submitted a noncollusion affidavit from the subcontractor in substantially the form attached and has received written approval of such subcontractor from the City.
- b. No proposed subcontractor shall be disapproved by the City except for cause.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.
- e. Nothing contained in this Contract shall create any contractual relationship between the subcontractor and the City.

### **104. OTHER CONTRACTS**

The City may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

### **105. FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

### **106. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City on account of damage alleged to have been so sustained, the City shall notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

### **107. PROGRESS SCHEDULE**

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and of completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor and the accumulated percent of progress each month.

### **108. PAYMENTS**

#### **1) Partial Payments.**

- a. The Contractor shall prepare his requisition of partial payment as of the last day of the month and submit it, with the required number of copies, to the City contracting officer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, this sum to be retained until final payment and (2) the amount of all previous payments. The total value of the work completed to date shall be based on the estimated quantities of work completed and on the unit prices

contained in the agreement. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for the inspection of the Architect and the City.

b. Monthly or partial payments made by the City to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

## 2) Final Payment.

a. After final inspection and acceptance by the Architect and the City of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured and computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the City under Section 403, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

## 3) Withholding Payments

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

## 4) Payments Subject to Submission of Certificates.

Each payment to the Contractor by the City shall be made subject to submissions by the Contractor of all written certifications required of him and his subcontractors by Section II, Part II Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities.

## 109. CHANGES IN THE WORK

a. The City may make changes in the scope of work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without

relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplement Schedule of Unit Prices), the City shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five (25%), the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus limited basis; provided that this basis shall not apply to costs incurred by Contractor for any work done by any subcontractor, which work may proceed under the basis set forth in sub-subparagraph (3) below. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

(3) If the proposal of the Contractor is not acceptable in whole or part because of the proposals of one or more of the subcontractors and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work and reimburse Contractor for work done by any subcontractor on the basis of that subcontractor's net cost of labor, materials, and insurance plus twenty percent (20%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit. Contractor shall supply all data to City which is necessary to determine any such subcontractor's net costs.

e. Each change order shall include in its final form:

(1) A detailed description of the change in the work.

(2) The Contractor's proposal (if any) of a confirmed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(4) The statement that all work involved in the change shall be performed in accordance with the Contract requirements except as modified by the change order.

## **110. CLAIMS FOR EXTRA COST**

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event, before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- c. Any discrepancies which may be discovered between actual conditions and those represented by the documents shall at once be reported to the City and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the City.
- d. If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in Section 109 hereof.

#### **111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

##### **a. Termination of Contract.**

If the Contractor refuses or fails to execute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work and they shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

##### **b. Liquidated Damages for Delays.**

If the work is not completed within the time stipulated in Section 7 (Special Conditions) hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 7 (Special Conditions) hereof and the Contractor and his sureties shall be liable to the City for the amount thereof.

##### **c. Excusable Delays.**

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due: (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the City;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c". Provided, however, that the Contractor promptly notify the City in writing within ten (10) days the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### **112. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract

in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

### **113. DISPUTES**

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of the first event giving rise to the dispute, be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed by the City. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of the first event giving rise to it, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address or actually delivered to Contractor or its managing agent. All interpretations or decisions of the City shall be consistent with the Contract and its intent.

c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release. If the Contractor does not agree with any decision of the City, he may submit the matter to arbitration no later than thirty (30) days after the date on which the Contractor received the City's decision; provided, however, that the City shall not be required to submit to arbitration without its prior written consent; and if the City does consent to arbitration, then the Contractor shall pay all costs of such arbitration.

### **114. TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy on Drawings or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

### **115. SHOP DRAWINGS**

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect or the City, as directed by the City, in two copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing with the Contractor involves only a minor adjustment in the interest of the City not involving a change in Contract price or time, the Architect may approve the drawing. The approval shall be

general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following: "The modification shown on the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

#### **116. REQUEST FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### **117. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as an equal to any particular standard, the City shall decide the question of equality.
- b. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. The City may require the Contractor to dismiss from the work such employee or employees as the City may deem incompetent, or careless, or insubordinate.

#### **118. SAMPLES, CERTIFICATES AND TESTS**

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Architect, promptly after award of the Contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City or the Architect. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin,

the name and address of the producer and all specifications or other detailed information which will assist the Architect or the City in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City or the Architect will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the City or the Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the City or the Architect; (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

(4) The City will pay for all other testing expenses.

#### **119. CARE OF WORK**

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act at his own discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 109 hereof.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining structures and their premises.

#### **120. ACCIDENT PREVENTION**

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable Federal, State and local laws and ordinances and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance

with the safety provisions of the A Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

#### **121. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### **122. USE OF PREMISES**

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the City and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades.

#### **123. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the City and existing State and local regulations.

#### **124. INSPECTION**

a. All materials and workmanship shall be subject to inspection, examination or test by the City or the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective or substandard material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof). All tests by the City will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the City sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent by the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### **125. REVIEW BY THE CITY**

The City, its authorized representatives and agents, and the Architect, shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to work will be given to the Contractor only by the City through its authorized representative or agents.

#### **126. FINAL INSPECTION**

When the work embraced in this Contract is substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

#### **127. DEDUCTION FOR UNCORRECTED WORK**

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

#### **128. TIME**

a. The Contract Time is the period of time allotted in the Contract for completion of the Work. The date of commencement of the Work is the date established in a notice to proceed issued by the City to the Contractor. The Contractor shall begin the Work upon receipt of the notice to proceed.

b. The term "day" as used herein shall mean calendar day.

c. If a date of completion is included in the Contract, it shall be the Date of Substantial Completion of the Work, including authorized extensions thereto. The "Date of Substantial Completion of the Work" is the date certified by the City when construction is sufficiently complete, in accordance with the Contract, so the City may occupy the Work for the use for which it is intended.

## **129. INSURANCE**

The Contractor shall carry the following insurance, at his expense and no direct payment for premiums shall be made by the City. Carriage of such insurance shall in no way alleviate the Contractor of his responsibilities under the contract.

a. The Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified. The Contractor shall not commence work under the contract until he has obtained all the insurance required by these specifications and until such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

### **b. Insurance**

The Contractor shall provide Commercial General Liability in an amount not less than \$1,500,000.00 combined single limit and Automobile Liability Insurance in an amount not less than \$1,500,000.00 combined single limit shall be in a company licensed to do business in Minnesota; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Property damage coverage for explosion, collapse, and underground Axcu to be included. City of Duluth shall be named as Additional Insured under the Commercial General Liability policy. Contractor shall also provide evidence of Statutory Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provision included.

### **c. Subcontractor's Insurance**

In the event any work contemplated by the contract is sublet, the Contractor shall have the duty to assure that the subcontractors provide insurance in accord with the minimum requirements hereinabove imposed on the Contractor.

### **d. Proof of Insurance**

The Contractor shall not proceed with the work contemplated in this contract until he has furnished the City Attorney of the City of Duluth with satisfactory proof of the existence and carriage of insurance of the kinds and in the amounts specified.

### **e. Indemnification**

The Contractor shall defend, indemnify and save harmless the City and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for on account of any injuries or damages received or sustained by any person, persons or property, by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of said Contractor, or from any claims or amount arising or recovered under the Workmen's Compensation Law or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. The Contractor shall indemnify and save harmless the City from any and all losses caused by or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright. The unauthorized use by the Contractor of public or private property for any purpose may be considered an injury or damage to the property so used.

## **130. PATENTS**

The Contractor shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

### **131. WARRANTY**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notices for the work when no formal contract is entered into for such materials.

### **132. GENERAL GUARANTY**

- a. Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which subsequently appears. The City will give notice of defective materials and work with reasonable promptness.
- b. If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with the specifications of the Contract, the Contractor shall correct it promptly upon receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition or work.

### **133. ENVIRONMENTAL CONDITIONS**

Waste Disposal: The SUBRECIPIENT shall comply with the most recent Minnesota Pollution Control Agency (MPCA) waste disposal requirements and include said disposal requirements in the project's base bid specifications. Waste material, including but not limited to: construction/demolition debris, asbestos-containing material, residential lead paint waste, hazardous waste, and above- and under-ground tanks, shall be disposed of at MPCA-permitted landfill sites only. Copies of all notification, shipment, and landfill receipt records shall be maintained in the subrecipient's project file.

Minnesota Pollution Control Agency  
520 Lafayette Rd., St. Paul, MN 55155  
(800) 657-3864

#### **a. Construction/Demolition Waste.**

Construction/demolition debris will be disposed of at a Minnesota Pollution Control Agency (MPCA) permitted landfill site only, with copies of all landfill receipts for said debris maintained in the subrecipient's project file.

*(Solid Waste Management Rules, Chapter 7001 & 7035)*

#### **b. Asbestos-Containing Waste.**

All asbestos removal and disposal shall be in strict accordance with all applicable permits. The contract bidder shall include the price of all permits, testing, removal, and disposal in the project base bid.

- Project asbestos-containing material removal pursuant to USEPA 40 CFR 61.145 Standard for Demolition and Renovation.
- All asbestos-containing waste material shall be disposed of pursuant to USEPA 40 CFR 61.150 at a MPCA permitted landfill site only, in accordance with the provisions of USEPA 40 CFR 61.154.

- For all asbestos-containing material, a copy of the MPCA Notification of Demolition and Renovation record and all Waste Shipment records shall be maintained in the subrecipient's project file.

c. Hazardous Waste Material.

The MPCA shall be contacted for instructions on handling and disposing of materials containing Polychlorinated Biphenyls (PCBs) or any other identified/encountered hazardous materials. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

- MPCA Hazardous Waste Compliance Guide -- October 1989, Revised January 1991

- MPCA Hazardous Waste Fact Sheet Checklist -- August 1993

d. Above and Below Ground Storage Tanks.

The MPCA Tanks and Spills Section shall be contacted for instructions on handling or removal of all above- and underground tanks identified/encountered. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

e. Residential Lead Paint Waste.

Projects whose activities produce residential lead paint waste are responsible for the management and proper disposal of the waste at an MPCA permitted landfill site only, pursuant to Minn. Stat. sections 116.87, 116.875, 116.88. A copy of the Residential Lead Abatement Notification and Shipping forms shall be maintained in the subrecipient's project file.

### **134. CONTRACTOR'S RECORDS**

The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the city or the state auditor for three years from the date of execution of this contract.

(End of Document)

General Decision Number: MN150041 07/17/2015 MN41

Superseded General Decision Number: MN20140041

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	05/22/2015
2	05/29/2015
3	07/17/2015

ASBE0049-007 06/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 26.82	23.80

BOIL0647-007 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.40	25.37

\* BRMN0001-050 05/01/2015

ST LOUIS (Remaining Northern part)

	Rates	Fringes
TILE SETTER.....	\$ 24.59	20.98
-----		
BRMN0003-008 05/01/2014		

ST. LOUIS COUNTY (City of Duluth and South of a line between Townships #54 & #55, 2 miles north of Cotton)

	Rates	Fringes
BRICKLAYER.....	\$ 32.20	20.10
-----		
BRMN0003-011 05/01/2008		

ST. LOUIS (City of Duluth and south of Township Line 55)

	Rates	Fringes
TILE SETTER.....	\$ 24.13	17.38
-----		
BRMN0016-002 05/01/2014		

ST. LOUIS COUNTY (North of a line between Townships #54 & #55, 2 miles north of Cotton)

	Rates	Fringes
BRICKLAYER.....	\$ 31.75	20.55
-----		
CARP0068-005 07/01/2012		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.94	11.75
-----		
CARP0361-012 07/11/2011		

DULUTH AREA including Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw, Taft)

	Rates	Fringes
CARPENTER (Including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation).....	\$ 27.20	14.75
-----		
CARP0606-001 05/01/2012		

EXCLUDING DULUTH AREA

	Rates	Fringes
CARPENTER (Including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation).....	\$ 27.97	12.72
-----		
ELEC0242-012 06/01/2014		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.54	24.07
-----		
ELEC0294-006 06/01/2014		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.72	73.34%
-----		
ENGI0049-045 05/01/2015		

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.74	17.15
GROUP 2.....	\$ 37.40	17.15
GROUP 3.....	\$ 35.99	17.15
GROUP 4.....	\$ 35.65	17.15
GROUP 5.....	\$ 35.48	17.15
GROUP 6.....	\$ 33.97	17.15
GROUP 7.....	\$ 32.85	17.15
GROUP 8.....	\$ 30.84	17.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Truck & Crawler Crane with 200' of Boom & Over,  
including Jib (\$.50 premium with 300' of Boom & over,  
including jib); & Tower Crane 250' & Over.

GROUP 2: Truck & Crawler Crane with 150' of Boom, up to but  
not including 200' of Boom, including Jib; & Tower Crane  
200' & Over.

GROUP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane, Boom Truck over 100 ft.

GROUP 4: Backhoe/Track/Trackhoe, Hoist (3 drums or more); Overhead Crane (inside building perimeter), Excavator.

GROUP 5: Asphalt Spreader, Bulldozer, Curb Machine, Drill, Forklift, Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft, Loader over 1 cu yd, Hoist (1 or 2 drums); Mechanic; Milling Machine, Roller, Scraper, Tractor over D2.

GROUP 6: Bobcat/Skid Loader, Loader up to 1 cu. yd., Tractor D2 or similar size.

GROUP 7: Compressor 600 CFM or over, Crane Oiler.

GROUP 8: Oiler.

-----  
IRON0512-018 05/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 31.04	23.45

-----  
LABO1091-011 01/01/2014

	Rates	Fringes
LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings.....	\$ 27.89	16.31

-----  
LABO1091-013 05/01/2012

ST. LOUIS (South of T 55 N)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.95	14.93
GROUP 2.....	\$ 22.10	14.93
GROUP 3.....	\$ 22.35	14.93
GROUP 4.....	\$ 22.65	14.93

LABORER CLASSIFICATIONS

GROUP 1: Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping

GROUP 2: Vibrating Plate

GROUP 3: Pipelayer

GROUP 4: Mason Tender (Brick, Cement/Concrete)

-----  
LABO1097-008 05/01/2012

ST.LOUIS (North of T 55N)

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

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General, Asphalt Shoveler, Carpenter  
Tender, Form Stripping, Mason Tender (Brick,  
Cement/Concrete)

GROUP 2 - Pipelayer, Vibrating Plate

-----  
PAIN0106-001 05/01/2013

	Rates	Fringes
GLAZIER.....	\$ 26.28	15.47

FOOTNOTE:

1 to 4 years service - 1 week paid vacation; 5 to 11 years -  
2 weeks paid vacation; 11 years or more - 3 weeks paid  
vacation

-----  
PAIN0106-013 05/01/2014

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 28.81	15.27
Spray, Drywall		
Finisher/Taper.....	\$ 29.41	15.27
Repaint:		
Brush, Roller.....	\$ 27.31	15.27
Spray, Drywall		
Finisher/Taper.....	\$ 27.91	15.27

-----  
PLAS0633-024 05/01/2012

ST. LOUIS (North of White Face River) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.71	14.64
-----		
PLAS0633-059 05/01/2012		

CARLTON & ST. LOUIS (South of T 55N) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.69	16.30
-----		
PLUM0011-019 05/12/2014		

ST. LOUIS (South of an east-west line drawn through Cotton)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.27	14.03
-----		
* PLUM0589-007 05/01/2015		

ST. LOUIS (North of an East- West line drawn through Cotton)

	Rates	Fringes
PLUMBER/PIPEFITTER		
Contracts \$90,000.00 and		
under.....	\$ 38.65	17.46
Contracts over \$90,000.00...	\$ 38.65	17.46
-----		
ROOF0096-024 07/05/2013		

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

	Rates	Fringes
ROOFER.....	\$ 31.15	14.08
-----		
ROOF0096-025 05/01/2015		

ST. LOUIS (Remaining Northern two-thirds)

	Rates	Fringes
ROOFER.....	\$ 28.89	11.13
-----		
SHEE0010-045 05/01/2009		

ST. LOUIS (Southern one-third)

Rates	Fringes
-------	---------

SHEET METAL WORKER (Including  
HVAC Duct Installation).....\$ 31.61 16.52

-----  
SHEE0010-056 05/01/2008

ST. LOUIS (Northern two-thirds)

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 29.99	16.08

-----  
SUMN2009-050 07/27/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 12.88	4.61
TRUCK DRIVER: Dump Truck.....	\$ 19.15	5.70

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

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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)).

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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.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### 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.

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====

END OF GENERAL DECISION

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

**PUBLIC SECTOR**

**CITY OF DULUTH**

**&**

**Vendor**

**Project name**

**Project No.**

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## **AGREEMENT**

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

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

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

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

## **ARTICLE I - PURPOSE**

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

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

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

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

Such Project is generally described as the construction of: **Project**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII - JURISDICTIONAL DISPUTES**

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

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

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

## **ARTICLE VIII - NO DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

DULUTH BUILDING AND  
CONSTRUCTION TRADES COUNCIL

**VENDOR**

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

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

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

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

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

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

CITY OF DULUTH

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

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

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

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

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

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

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

## **SCHEDULE “A”**

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

DOCUMENT 00 01 05

CERTIFICATION PAGE

Washroom Renovation City Center West  
Duluth, MN

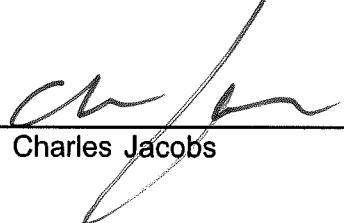
**Architect's Certification**

I hereby certify that this plan, specification divisions one through and including division ten, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

By  License No. 18104  
Ronald E. Stanius, AIA, CCS

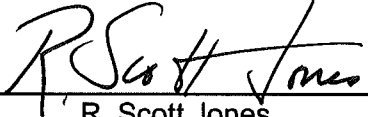
**Mechanical Engineers Certification**

I hereby certify that this plan, specification divisions twentyone through and including division twentythree, or report was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Minnesota.

By  License No. 22089  
Charles Jacobs

**Electrical Engineers Certification**

I hereby certify that this plan, specification divisions twentysix through and including division twentyeight, or report was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Minnesota.

By  License No. 25389  
R. Scott Jones

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## **SECTION 01 10 00**

### **SUMMARY**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Contract description.
- B. Work by Owner.
- C. Owner supplied products.
- D. Contractor's use of site and premises.
- E. Owner occupancy.
- F. Specification Conventions.

##### **1.2 CONTRACT DESCRIPTION**

- A. Work of the Project includes alteration of washrooms at City Center West, 5830 Grand Avenue, Duluth, MN 55807.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

##### **1.3 WORK BY OWNER**

- A. Items noted NIC (Not in Contract) will be furnished and installed by Owner.

##### **1.4 CONTRACTOR'S USE OF SITE AND PREMISES**

- A. Limit use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others and Work by Owner.
  - 3. Use of site and premises by the public.
- B. Emergency Building Exits During Construction: Do not block emergency exits at any time.
- C. Construction Operations: Limited to areas noted on Drawings
- D. Time Restrictions for Performing Work: 7:30 AM to 5 PM weekdays.
- E. Utility Outages and Shutdown: Provide Owner 48 hour notice of any utility outages or shutdowns.

## 1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

## 1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01 20 00**

### **PRICE AND PAYMENT PROCEDURES**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Contingency allowance.
- B. Schedule of values.
- C. Applications for payment.
- D. Change procedures.
- E. Defect assessment.

##### **1.2 CONTINGENCY ALLOWANCES**

- A. Include in the Contract, a stipulated sum/price of \$10,000 for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

##### **1.3 SCHEDULE OF VALUES**

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within 14 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of specification Section.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.
- F. Substantiating Data: Submit data justifying dollar amounts in question. Include the following with Application for Payment:
  - 1. Partial release of liens from major subcontractors and vendors.
  - 2. Affidavits attesting to off-site stored products.

#### 1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Architect may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit proposal within 14 days.
- D. Contractor may propose changes by submitting a request for change to Architect, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation. Document requested substitutions in accordance with Section 01 60 00 - Product Requirements.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed or Contractor's request for Change Order as approved by Architect.

- F. Construction Change Directive: Architect may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: AIA G701 Change Order.
- K. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation Of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct appropriate remedy or adjust payment.
- C. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Architect to assess defects and identify payment adjustments, is final.

- E. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from transporting vehicle.
  4. Products placed beyond lines and levels of required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling, and disposing of rejected products.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Special procedures.

**1.2 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.

- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

### 1.3 PRECONSTRUCTION MEETING

- A. Architect will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, and Contractor.
- C. Agenda:
  - 1. Submission of executed bonds and insurance certificates.
  - 2. Distribution of Contract Documents.
  - 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 4. Designation of personnel representing parties in Contract, and Architect.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.
- D. Architect will record minutes and distribute copies to participants.

### 1.4 PROGRESS MEETINGS

- A. Architect will schedule and administer meetings throughout progress of the Work.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, and Architect.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.

- E. Architect will record minutes and distribute copies to participants.

#### 1.5 PRE-INSTALLATION MEETINGS

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

### **PART 2 PRODUCTS**

NOT USED

### **PART 3 EXECUTION**

#### 3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to Architect for decision or remedy.

### 3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.

- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.
- L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect for review.
- M. Trim existing doors to clear new floor finish. Refinish trim to specified condition.
- N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- O. Finish surfaces as specified in individual product sections.

**END OF SECTION**

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**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.

**1.2 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Architect accepted form.
- B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project, and deliver to Architect at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- G. Allow space on submittals for Contractor and Architect review stamps.
- H. When revised for resubmission, identify changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedules within 15 days after date established in Notice to Proceed for coordination with [Owner's requirements. After review, submit detailed schedules within 15 days modified to accommodate revisions recommended by Architect.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Revisions To Schedules:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus one copy Architect will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

- D. Submit in form of one opaque reproduction.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.7 SAMPLES

- A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.8 DESIGN DATA

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 TEST REPORTS

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect's benefit as contract administrator or for Owner.
- B. Submit report within 5 days of observation to Architect for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

### **PART 2 PRODUCTS**

NOT USED

### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

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**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mock-up requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Examination.
- I. Preparation.

**1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### 1.3 TOLERANCES

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

### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on [date of Contract Documents,] [date for receiving bids,] [date of Owner-Contractor Agreement when there are no Bids,] except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

### 1.5 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.

## 1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect.

## 1.7 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Authority having jurisdiction.
  - 1. Laboratory: Authorized to operate at Project location.
  - 2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect or Owner.
- D. Reports will be submitted by independent firm to Architect, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as non-compliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 6. Perform additional tests required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect, Contractor, and authority having jurisdiction. When requested by Architect, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and specifications section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

## 1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and start-up of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

**END OF SECTION**

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary ventilation.
  - 5. Telephone service.
  - 6. Temporary water service.
  - 7. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
  - 4. Fire prevention facilities.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Security.
  - 3. Dust control.
  - 4. Noise control.
  - 5. Pest control.
- D. Removal of utilities, facilities, and controls.

##### 1.2 TEMPORARY ELECTRICITY

- A. Utilize Owner's existing power service.
- B. Provide flexible power cords as required for portable construction tools and equipment.
- C. Permanent convenience receptacles may be utilized during construction.

##### 1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations [to achieve minimum lighting level of 2 watt/sq ft.
- B. Permanent building lighting may be utilized during construction.

#### 1.4 TEMPORARY HEATING

- A. Existing facilities may be used.
- B. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.

#### 1.5 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

#### 1.6 TELEPHONE SERVICE

- A. Contractor's on-site personnel shall be available by cellular phone.

#### 1.7 TEMPORARY WATER SERVICE

- A. Connect to existing water source.

#### 1.8 TEMPORARY SANITARY FACILITIES

- A. Existing facilities may be used during construction operations. Maintain in clean and sanitary condition.

#### 1.9 FIELD OFFICES AND SHEDS

- A. Office: Not required.
- B. Storage Areas and Sheds: Provide storage trailers as required for storage of materials and equipment.

#### 1.10 PARKING

- A. Arrange for surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

#### 1.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

#### 1.12 FIRE PREVENTION FACILITIES

- A. Prohibit smoking with buildings under construction. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
  - 1. Provide one fire extinguisher at each stair on each floor of buildings under construction [and demolition].
  - 2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
  - 3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

#### 1.13 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations [and demolition].

#### 1.14 SECURITY

- A. Security Program:
  - 1. Protect existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate program in coordination with Owner's existing security system at project mobilization.

#### 1.15 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

#### 1.16 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.17 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from entering facility.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**



# SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_

From: \_\_\_\_\_

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

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

## A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_

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

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

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**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

**1.2 PRODUCTS**

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

**1.3 PRODUCT DELIVERY REQUIREMENTS**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

**1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store and protect products in accordance with manufacturers' instructions.

- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide [bonded] off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

#### 1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

- D. A request constitutes a representation that Bidder:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  2. Will provide same warranty for Substitution as for specified product.
  3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit request for Substitution for consideration. Limit each request to one proposed Substitution.
  2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on Proposer.
  3. Architect will notify Contractor in writing of decision to accept or reject request.
  4. Use CSI Form 01-5C - Substitution Request attached to this Section.

## **PART 2 PRODUCTS**

### **2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS**

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

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## **SECTION 01 70 00**

### **EXECUTION AND CLOSEOUT REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.

##### **1.2 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Provide submittals to Architect required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Owner will occupy portions of building as specified in Section 01 10 00 - Summary.

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- C. Replace filters of operating equipment.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

### 1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

### 1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment by qualified manufacturer's representative who is knowledgeable about the Project.

- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Required instruction time for each item of equipment and system is specified in individual sections.

#### 1.6 TESTING, ADJUSTING AND BALANCING

- A. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
- B. Reports will be submitted by independent firm to Architect indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

#### 1.7 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

#### 1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record in red ink at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item in red ink to record actual construction including:
  - 1. Measured depths of foundations in relation to finish [first] [main] floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
  - 6. Provided 2 sets of DVD's with color scanned images of the full sized record Drawings.
- G. Submit documents to Architect with claim for final Application for Payment.

#### 1.9 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Divide and label binders into 3 categories, general, mechanical and electrical construction.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.

#### 1.10 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned [after final inspection], with Architect comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### 1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned [after final inspection], with Architect comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

#### 1.12 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

#### 1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 02 41 19**

### **SELECTIVE STRUCTURE DEMOLITION**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Demolishing designated construction.
  - 2. Cutting and alterations for completion of the Work.
  - 3. Removing designated items for reuse and Owner's retention.
  - 4. Protecting items designated to remain.
  - 5. Removing demolished materials.

##### **1.2 SUBMITTALS**

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
  - 1. Indicate demolition and removal sequence.
  - 2. Indicate location of items designated for reuse and Owner's retention.
  - 3. Indicate location and construction of temporary work.

##### **1.3 CLOSEOUT SUBMITTALS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.
- C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

##### **1.4 QUALITY ASSURANCE**

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

## 1.5 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

## 1.6 SEQUENCING

- A. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

## 1.7 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.
- D. Coordinate utility and building service interruptions with Owner.
  - 1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
  - 2. Schedule tie-ins to existing systems to minimize disruption.
  - 3. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

## 1.8 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent [and occupied] building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

### 3.1 PREPARATION

- A. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.

- B. Provide appropriate temporary signage including signage for exit or building egress.
- C. Do not close or obstruct building egress path.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

### 3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

### 3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent [and occupied] building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Do not close or obstruct [roadways] [sidewalks] without permits.
- D. Cease operations immediately when structure appears to be in danger and notify Architect.
- E. Disconnect and remove [designated] utilities within demolition areas.
- F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.

- G. Demolish in orderly and careful manner. Protect existing improvements, and supporting structural members.
- H. Carefully remove building components indicated to be reused.
  - 1. Disassemble components as required to permit removal.
  - 2. Package small and loose parts to avoid loss.
  - 3. Mark components and packaged parts to permit reinstallation.
  - 4. Store components, protected from construction operations, until reinstalled.
- I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- K. Remove temporary Work.

**END OF SECTION**

## SECTION 04 05 13

### MASONRY MORTARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Preblended mortar mixes, Preblended colored mortar mixes And Integral water repellent mortar mixes.

##### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM C91 Standard Specification for Masonry Cement.
  - 2. ASTM C144 Standard Specification for Aggregate for Masonry Mortar.
  - 3. ASTM C150 Standard Specification for Portland Cement.
  - 4. ASTM C207 Standard Specification for Hydrated Lime for Masonry Purposes.
  - 5. ASTM C270 Standard Specification for Mortar for Unit Masonry.
  - 6. ASTM C476 Standard Specification for Grout for Masonry.
  - 7. ASTM C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
  - 8. ASTM C1329 Standard Specification for Mortar Cement.
  - 9. ASTM C1384 Standard Specification for Admixtures for Masonry Mortars.
- B. International Masonry Industry All-Weather Council (IMIAC):
  - 1. Recommended Practices and Guide Specification for Cold Weather Masonry Construction.
  - 2. Recommended Practices and Guide Specification for Hot Weather Masonry Construction.
- C. National Concrete Masonry Association (NCMA):
  - 1. NCMA TEK Bulletin #8-2A Removal of Stains from Concrete Masonry.
  - 2. NCMA TEK Bulletin #8-3A Control and Removal of Efflorescence.

##### 1.3 SYSTEM DESCRIPTION

- A. Design and Performance Requirements: Provide mortar mixes which have been selected, manufactured, mixed and installed to comply with the following:
  - 1. ASTM C270.
  - 2. ASTM C780.

#### 1.4 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 01 Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data.
- C. Samples: Submit selection and verification samples of [Colored] mortar.
- D. Quality Assurance/Control Submittals: Submit the following:
  - 1. Certificates: Submit manufacturer's certificate that products meet or exceed specified requirements.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity.
- B. Mock-Ups:
  - 1. Subject to acceptance by owner, mock-up may be retained as part of finish work.

#### 1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 01 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection:
  - 1. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
  - 2. Store materials in a dry location, covered with a tarp or other suitable covering.

### PART 2 PRODUCTS

#### 2.1 PREBLENDED MORTAR MIXES, COLORED MORTAR MIXES AND INTEGRAL WATER REPELLENT MORTAR MIXES

- A. Manufacturer: SPEC MIX, Inc.
  - 1. Contact: 2025 Centre Pointe Blvd., Suite 150, Mendota Heights, MN 55120; Telephone: (888) 773-2649, (651) 688-8966; Fax: (888) 329-7732; E-mail: [info@specmix.com](mailto:info@specmix.com); website: [www.specmix.com](http://www.specmix.com).

- B. Proprietary Products/Systems: Dry, preblended mortar mixes, including the following:
  - 1. SPEC MIX Pre-Blended Mortar Mix:
    - a. Material: Preblended factory mix of Portland cement and hydrated lime or masonry cement or mortar cement and sand aggregate mixtures.
    - b. Mortar Type: Property Mixture Type S.
    - c. Aggregate Type: Fine.
    - d. Material Standard for Aggregate: Comply with ASTM C144.
    - e. Material Standard for Portland Cement: Comply with ASTM C150.
    - f. f. Material Standard for Hydrated Lime: Comply with ASTM C207.
    - g. Material Standard for Masonry Cement: Comply with ASTM C91.
    - h. Material Standard for Mortar: Comply with ASTM C270.
    - i. Material Standard for Masonry Grout: Comply with ASTM C476.
    - j. Material Standard for Mortar Cement: Comply with ASTM C1329.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Substitutions: In accordance with Section 01 60 00.

## PART 3 EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the mortar manufacturer.

### 3.2 EXAMINATION

- A. Site Verification of Conditions:
  - 1. Verify that site conditions are acceptable for use of mortar mixes.
  - 2. Do not proceed with use of mortar mixes until unacceptable conditions are corrected.

### 3.3 CONSTRUCTION

- A. Mix mortar using a mechanical mortar mixer to ensure homogeneity and workability. Hand mixing of the mortar is permitted only with written approval of the Architect who will outline hand-mixing procedures.
  - 1. Observe mixing times of 4 - 5 minutes, consistent from batch to batch.

- B. Use clean, potable water; add the maximum amount consistent with optimum workability.
  - 1. Maintain a uniform water/cement ratio.
  - 2. At the end of the day, thoroughly rinse the mixer to avoid contamination of future mortar batches.
- C. Retemper mortar by adding additional mixing water only to replace water lost due to evaporation.
  - 1. Do not retemper colored mortars.
- D. Discard mortar 2.5 hours after initial mixing.
- E. Tool mortar joints when surface is thumbprint hard.
  - 1. Keep tooling time consistent.
  - 2. Do not strike joint too early or too late in order to maintain color consistency.
- F. Cure mortar a minimum of 28 days.
- G. For masonry core fill grout applications, comply with the requirements of ASTM C476.

#### 3.4 CLEANING

- A. Cleaning Method:
  - 1. Clean masonry with the least aggressive cleaning solution and technique possible.
  - 2. Comply with cleaning procedure and recommendations of the manufacturers of both the cleaning solution and the unit masonry.
  - 3. Utilize the same cleaning procedure on the sample panel at selection and during construction.

#### 3.5 PROTECTION

- A. Protect installed work from damage due to subsequent construction activity on the site.

**END OF SECTION**

**SECTION 04 22 00**  
**CONCRETE UNIT MASONRY**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Concrete masonry units.

**1.2 REFERENCES**

- A. ACI 530 - Building Code Requirements for Masonry Structures.
- B. ACI 530.1 - Specifications For Masonry Structures.
- C. ASTM C90 - Load-Bearing Concrete Masonry Units.
- D. ASTM C129 - Non-Load Bearing Concrete Masonry Units.
- E. ASTM C744 - Pre-faced Concrete and Calcium Silicate Masonry Units.
- F. IMIAC - International Masonry Industry All-Weather Council:  
Recommended Practices and Guide Specification for Cold Weather  
Masonry Construction.
- G. UL - Fire Resistance Directory.

**1.3 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Provide data for pre-faced and ground faced masonry units.
- C. Samples: Submit samples of masonry units to illustrate color, texture and extremes of color range.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

**1.4 QUALITY ASSURANCE**

- A. Perform Work in accordance with ACI 530 and ACI 530.1.

## 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

## 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire rated masonry construction.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Store concrete masonry off ground to prevent contamination by mud, dust or materials likely to cause staining or other defects.
- C. Cover materials when necessary to protect from elements.
- D. Protect reinforcement from elements.

## 1.8 JOB CONDITIONS

- A. Staining:
  - 1. Prevent grout or mortar from staining the face of masonry to be left exposed or painted:
    - a. Remove immediately grout or mortar in contact with face of such masonry.
    - b. Protect all sills, ledges and projections from droppings of mortar, protect door jambs and corners from damage during construction.

## 1.9 COORDINATION

- A. Coordinate work under provisions of Section 01 30 00.

# PART 2 PRODUCTS

## 2.1 CONCRETE MASONRY UNITS

- A. Hollow Non-Load Bearing Block Units (CMU): ASTM C129, Type I - Moisture Controlled; normal weight.
- B. Size and Shape: Nominal modular size of 8" x 16" x depth as indicated on the Drawings. Provide special units for 90 degree corners, bond beams, lintels and bullnosed corners.

## 2.2 MORTAR

- A. Mortar: As specified in Section 04 05 13 - Masonry Mortaring.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Verify items provided by other sections of work are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### 3.2 CONSTRUCTION WORKMANSHIP

- A. Masonry units shall be sound, dry, and clean from all foreign matter when placed in the wall.
- B. All masonry shall be laid true, level, plumb, and in accordance with the plans.
- C. Extreme care shall be taken to prevent visible grout or mortar stains.
- D. Units shall be cut accurately to fit all plumbing ducts, openings, electrical work, etc., and all holes in cut units shall be neatly patched. All cuts shall be made with a masonry saw.

### 3.3 JOINTS

- A. Mortar Joints:
  - 1. All mortar joints shall be clean, straight, and uniform in thickness.
  - 2. All mortar joints, unless otherwise specified, shall be concave and double struck to produce a dense, slightly concave surface well bonded to the surface of the masonry unit.

### 3.4 TOLERANCES

- A. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- B. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- C. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

- D. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- E. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch .

**END OF SECTION**

**SECTION 06 61 16**  
**SOLID SURFACE FABRICATIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following horizontal and trim solid surface product types:
  - 1. Countertops.
  - 2. Integral sink.

**1.2 DEFINITION**

- A. Solid surface is defined as nonporous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.

**1.3 SUBMITTALS**

- A. Product data:
  - 1. For each type of product indicated.
- B. Shop drawings:
  - 1. Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.
    - a. Show full-size details, edge details, thermoforming requirements, attachments, etc.
    - b. Show locations and sizes of furring, blocking, including concealed blocking and reinforcement specified in other Sections.
    - c. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, waste receptacle and other items installed in solid surface.
- C. Samples:
  - 1. For each type of product indicated.
    - a. Submit minimum 6-inch by 6-inch sample in specified gloss.
    - b. Cut sample and seam together for representation of inconspicuous seam.
    - c. Indicate full range of color and pattern variation.
  - 2. Approved samples will be retained as a standard for work.
- D. Product data:
  - 1. Indicate product description, fabrication information and compliance with specified performance requirements.

- E. Product certificates:
  - 1. For each type of product, signed by product manufacturer.
- F. Fabricator/installer qualifications:
  - 1. Provide copy of certification number.
- G. Manufacturer certificates:
  - 1. Signed by manufacturers certifying that they comply with requirements.
- H. NSF/ANSI standards:
  - 1. Refer to [www.nsf.org](http://www.nsf.org) for the latest compliance to NSF/ANSI Standard 51 for food zone — all food types.
- I. Maintenance data:
  - 1. Submit manufacturer's care and maintenance data, including repair and cleaning instructions.
    - a. Maintenance kit for finishes shall be submitted.
  - 2. Include in project closeout documents.

#### 1.4 QUALITY ASSURANCE

- A. A. Qualifications:
  - 1. Shop that employs skilled workers who custom fabricate products similar to those required for this project and whose products have a record of successful in-service performance.
- B. Fabricator/installer qualifications:
  - Work of this section shall be by a certified fabricator/installer, certified in writing by the manufacturer.
- C. Applicable standards:
  - 1. Standards of the following, as referenced herein:
    - a. American National Standards Institute (ANSI)
    - b. American Society for Testing and Materials (ASTM)
    - c. National Electrical Manufacturers Association (NEMA)
    - d. NSF International
  - 2. Fire test response characteristics:
    - a. Provide with the following Class A (Class I) surface burning characteristics as determined by testing identical products per UL 723 (ASTM E84) or another testing and inspecting agency acceptable to authorities having jurisdiction:
      - 1) Flame Spread Index: 25 or less.
      - 2) Smoke Developed Index: 450 or less.

- D. Coordination drawings:
1. Shall be prepared indicating:
    - a. Plumbing work.
    - b. Electrical work.
    - c. Miscellaneous steel for the general work.
    - d. Indicate location of all walls (rated and non-rated), blocking locations and recessed wall items, etc.
  2. Content:
    - a. Project-specific information, drawn accurately to scale.
    - b. Do not base coordination drawings on reproductions of the contract documents or standard printed data.
    - c. Indicate dimensions shown on the contract drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.
    - d. Provide alternate sketches to designer for resolution of such conflicts.
      - 1) Minor dimension changes and difficult installations will not be considered changes to the contract.
- E. Drawings shall:
1. Be produced in 1/2-inch scale for all fabricated items.
- F. Drawings must be complete and submitted to the architect within 60 days after award of contract for record only.
1. No review or approval will be forthcoming.
  2. Coordination drawings are required for the benefit of contractor's fabricators/installers as an aid to coordination of their work so as to eliminate or reduce conflicts that may arise during the installation of their work.
- G. Job mock-up:
1. Prior to fabrication of architectural millwork, erect sample unit to further verify selections made under sample submittals and to demonstrate the quality of materials and execution.
  2. Build the mock-up to comply with the contract documents and install in a location as directed by the architect.
  3. Notify the architect two weeks in advance of the date of when the mock-up will be delivered.
  4. Should mock-up not be approved, re-fabricate and reinstall until approval is secured.
    - a. Remove rejected units from project site.
  5. After approval, the mock-up may become a part of the project.
  6. This mock-up, once approved, shall serve as a standard for judging quality of all completed units of work.
- H. Pre-installation conference:
1. Conduct conference at project site to comply with requirements in Division 1.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver no components to project site until areas are ready for installation.
- B. Store components indoors prior to installation.
- C. Handle materials to prevent damage to finished surfaces.
  - 1. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

## 1.6 WARRANTY

- A. Provide manufacturer's warranty against defects in materials.
  - 1. Warranty shall provide material and labor to repair or replace defective materials.
  - 2. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.
- B. Optional Installed Warranty:
  - 1. To qualify for the optional Installed Warranty, fabrication and installation must be performed by a DuPont Certified Fabrication/Installation source who will provide a brand plate for the application.
  - 2. This warranty covers all fabrication and installation performed by the certified/approved source subject to the specific wording contained in the Installed Warranty Card.
- C. Manufacturer's warranty period:
  - 1. Ten years from date of substantial completion.

## 1.7 MAINTENANCE

- A. Provide maintenance requirements as specified by the manufacturer.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Approved Manufacturers:
  - 1. Corian as manufactured by Du Pont Company, Corian Products, Wilmington, Delaware 19898.
  - 2. Avonite as manufactured by Avonite, Inc., Belen, New Mexico.
  - 3. Nuvel as manufactured by General Electric Company and distributed by Formica Corporation, Cincinnati, Ohio.
  - 4. Gibraltar as manufactured by Ralph Wilson Plastics Co., 600 South General Bruce Drive, PO Box 6110, Temple, Texas 76503.

- B. Basis-of-Design Product: The design is based on the products named in the Material Schedule. Subject to compliance with requirements, provide either the named products or comparable products by one of the manufactures specified. Comparable products are subject to review and approval through the submittal process specified.

## 2.2 MATERIALS

- A. Solid polymer components
  - 1. Cast, nonporous, filled polymer, not coated, laminated or of composite construction with through body colors meeting ANSI Z124.3 or ANSI Z124.6, having minimum physical and performance properties specified.
  - 2. Superficial damage to a depth of 0.010 inch (.25 mm) shall be repairable by sanding and/or polishing.
- B. Thickness:
  - 1. 1/2 inch
- C. Edge treatment:
  - 1. As indicated.
- D. Backsplash:
  - 1. Applied.
- E. Sidesplash:
  - 1. Applied.
- F. Sink:
  - 1. Corian #810 with offset overflow position.

## 2.3 ACCESSORIES

- A. Joint adhesive:
  - 1. Manufacturer's standard one- or two-part adhesive kit to create inconspicuous, nonporous joints.
- B. Sealant:
  - 1. Manufacturer's standard mildew-resistant, FDA-compliant, NSF 51-compliant (food zone — any type), UL-listed silicone sealant in colors matching components.

## 2.4 FACTORY FABRICATION

- A. Shop assembly
  - 1. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.

2. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints.
  - a. Reinforce with strip of solid polymer material, 2" wide.
3. Provide factory cutouts for plumbing fittings and bath accessories as indicated on the drawings.
4. Rout and finish component edges with clean, sharp returns.
  - a. Rout cutouts, radii and contours to template.
  - b. Smooth edges.
  - c. Repair or reject defective and inaccurate work.

## 2.5 FINISHES

- A. Selected from the manufacturer's standard color chart.
- B. Finish:
  1. Provide surfaces with a uniform finish.
    - a. Matte; gloss range of 5–20.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
  1. Provide product in the largest pieces available.
  2. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work.
    - a. Exposed joints/seams shall not be allowed.
  3. Reinforce field joints with solid surface strips extending a minimum of 1 inch on either side of the seam with the strip being the same thickness as the top.
  4. Cut and finish component edges with clean, sharp returns.
  5. Rout radii and contours to template.
  6. Anchor securely to base cabinets or other supports.
  7. Align adjacent countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop.

8. Carefully dress joints smooth, remove surface scratches and clean entire surface.
9. Install countertops with no more than 1/8-inch (3 mm) sag, bow or other variation from a straight line.

### 3.3 REPAIR

- A. Repair or replace damaged work which cannot be repaired to architect's satisfaction.

### 3.4 CLEANING AND PROTECTION

- A. Keep components clean during installation.
- B. Remove adhesives, sealants and other stains.

## **END OF SECTION**

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## **SECTION 08 31 13**

### **ACCESS DOORS**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Access door and frame units.

##### **1.2 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Provide sizes, types, finishes, scheduled locations, and details of adjoining work.
- C. Manufacturer's Installation Instructions: Indicate installation requirements, and rough-in dimensions.

##### **1.3 FIELD MEASUREMENTS**

- A. Verify that field measurements are as instructed by the manufacturer.

##### **1.4 COORDINATION**

- A. Coordinate work under provisions of Section 01 30 00.

#### **PART 2 PRODUCTS**

##### **2.1 MANUFACTURERS**

- A. J.L. Industries
- B. Other acceptable manufacturers offering equivalent products:
  - 1. Cierra Products.
  - 2. Karp Associates, Inc.
  - 3. Larsen's Manufacturing Company
  - 4. Milcor
  - 5. Nystrom
- C. Substitutions: Under provisions of Section 01 60 00.

##### **2.2 ACCESS UNITS**

- A. Type CTWB, size as shown on Drawings, as manufactured by J.L. Industries.

- B. Type SMT, size as shown on Drawings, as manufactured by J.L. Industries.

### 2.3 TYPE CTWB

- A. Style CTWB: Recessed access panel which receives wallboard insert, in concealed frame with drywall bead for installation in drywall surround for flush finished appearance.
  - 1. Frame: 16-gauge steel with 1-inch (25.40-mm) drywall bead which can be taped and mudded for a smooth appearance.
  - 2. Panel: 18-gauge steel, recessed 1 inch (25.40 mm) to accept drywall insert, with continuous concealed hinge.
  - 3. Finish: Powder coat primer; white.
  - 4. Recessed Door Depth: 5/8 inch
  - 5. Lock Feature: Cylinder lock
  - 6. Color: As selected by Architect

### 2.4 TYPE SMT

- A. Style SMT: Surface-mount access panel for drywall or plaster partitions.
  - 1. Trim: 16-gauge steel, 1-inch (25.40-mm) wide with predrilled holes in each corner for mounting.
  - 2. Panel: 16-gauge steel with continuous hinge.
  - 3. Finish: Powder coat paint - white..
  - 4. Lock Feature: Cylinder lock

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate conditions under provisions of Section 01 30 00.
- B. Verify that rough openings for door and frame are correctly sized and located.

### 3.2 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in opening. Secure rigidly in place.
- C. Position unit to provide convenient access to concealed work requiring access.

## END OF SECTION

## **SECTION 08 70 50**

### **DOOR HARDWARE**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Hardware for wood doors.

##### **1.2 SUBMITTALS**

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Provide manufacturer's product data.
- C. Hardware Schedule: Provide hardware schedule listing all hardware to be installed on all doors. Include manufacturer's name, function, finish and quantity per leaf.
- D. Manufacturer's Installation Instructions: Provide manufacturer's installation instructions for all hardware specified.

##### **1.3 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

##### **1.4 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for all Work.

##### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Package hardware items individually. Label and identify package with door opening code to match schedule.
- C. Deliver keys to Owner.

##### **1.6 FIELD MEASUREMENTS**

- A. Verify that field measurements are as indicated on shop drawings.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Manufacturers
  - 1. LCN.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION AND PREPARATION**

- A. Verify that doors and frames are ready to receive work and dimensions are as instructed by the manufacturer.

### **3.2 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions.
- B. Use templates provided by hardware item manufacturer.

### **3.3 SCHEDULE**

- A. Group A
  - 1. Closer: LCN 4110

**END OF SECTION**

## SECTION 09 22 16

### NON-STRUCTURAL METAL FRAMING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This Section includes non-structural steel framing members for the following applications:
  - 1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).

##### 1.2 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Provide manufacturer's product data.
- C. Submit product data describing standard framing member materials and finish, product criteria, load charts, and limitations.
- D. Manufacturer's Installation Instructions: Provide manufacturer's installation.

##### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-structural steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency. Products used in the assembly shall carry a classification label from a testing laboratory acceptable to authority having jurisdiction.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### PART 2 PRODUCTS

##### 2.1 NON-STRUCTURAL STEEL FRAMING, GENERAL

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.

2. Protective Coating: ASTM A 645/C 645M, G40, or equivalent corrosion resistance

## 2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls
  1. 1Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. AExamine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.
  1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERL

- A. Installation Standard: comply with ASTM C 754.
  1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-structrual steel framing members. Frame both sides of joints independently.

## END OF SECTION

## **SECTION 09 29 00**

### **GYPSUM BOARD**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Gypsum board and joint treatment products.
  - 2. Accessories for the installation and trimming of gypsum board partitions and ceilings.

##### **1.2 REFERENCES**

- A. American National Standards Institute (ANSI):
  - 1. A108.11, American National Standard for Interior Installation of Cementitious Backer Units.
- B. American Society for Testing and Materials (ASTM):
  - 1. C 473, Test Methods for Physical Testing of Gypsum Panel Products.
  - 2. C 840, Specification for Application and Finishing of Gypsum Board.
  - 3. C 954, Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Studs from 0.33 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
  - 4. C 1047, Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
  - 5. C 1396, Specification for Gypsum Board.
- C. Gypsum Association (GA):
  - 1. GA-214, Recommended Specifications: Levels of Gypsum Board Finish.

##### **1.3 SUBMITTALS**

- A. Product Data: Manufacturers' specifications and installation instructions for each product specified.

##### **1.4 QUALITY ASSURANCE**

- A. Single-Source Responsibility: Obtain gypsum board products, joint treatment products, and textured coatings from a single manufacturer.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging and Shipping: Have materials shipped in manufacturer's original packages showing manufacturer's name and product brand name.
- B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges, and faces of gypsum boards from damage. Protect steel studs and accessories from bending.

## 1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Establish and maintain application and finishing environment in accordance with ASTM C 840.

# PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. National Gypsum Company:
  - 1. Gypsum Board:
    - a. Fire-Rated Mold-Resistant Board: Gold Bond Brand XP Fire-Shield Wallboard
  - 2. Joint Treatment:
    - a. Tape: ProForm Brand Fiberglass Mesh Tape.
    - b. Compound: ProForm Brand All Purpose Joint Compound.
  - 3. Primer: Proform Brand Surfacer/Primer.

## 2.2 ACCESSORIES

- A. Corner Bead: Formed galvanized steel angle, min. base steel 0.014 in. thick, and complying with ASTM C 1047.
- B. Casing Bead: Formed galvanized steel trim, min. base steel 0.014 in. thick, and complying with ASTM C 1047, Type as follows:
  - 1. LC-Bead.
  - 2. L-Bead.
  - 3. U-Bead.
- C. Screws: ASTM C 954 or ASTM C 1002 or both with heads, threads, points, and finish as recommended by the manufacturer.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. General: In accordance with the following reference standards and manufacturer's recommendations:
  - 1. Gypsum Sheathing Board: ASTM C 1280.
  - 2. Gypsum Board and Joint Treatment: ASTM C 840.
  - 3. Manufacturer's Recommendations:
    - a. "Gypsum Construction Guide," National Gypsum Co.
- B. Finishing: In accordance with GA-214 as follows:
  - 1. Level 1: Plenums and service corridors.
  - 2. Level 2: Water resistant gypsum backing board scheduled to receive tile.
  - 3. Level 3: Gypsum board scheduled to receive heavy or medium textured coatings and heavy-grade wall coverings.
  - 4. Level 4: Gypsum board scheduled to receive light textured coatings and light-grade wall coverings.
  - 5. Level 5: All other gypsum board.

### **3.2 PROTECTION**

- A. Protect gypsum board installations from damage and deterioration until the date of Substantial Completion.

**END OF SECTION**

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## **SECTION 09 30 13**

### **CERAMIC TILE**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Section includes ceramic, tile for floor and wall applications; using thin-set application method; cementitious backer board as tile substrate; thresholds at door openings; and ceramic accessories.

##### **1.2 REFERENCES**

- A. ANSI A108 Series/A118 Series/A136.1 - American National Standard Specifications for Installation of Ceramic Tile
- B. TCA (Tile Council of America) - Handbook for Ceramic Tile Installation.

##### **1.3 SUBMITTALS**

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit instructions for using grouts and adhesives.
- C. Samples: Submit tile illustrating pattern and color.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

##### **1.4 CLOSEOUT SUBMITTALS**

- A. Section 01 70 00 - Execution Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

##### **1.5 QUALITY ASSURANCE**

- A. Perform Work in accordance with TCA Handbook and ANSI A108 Series/A118 Series.
- B. Maintain one copy copies of each document on site.

##### **1.6 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

#### 1.7 MOCKUP

- A. Section 01 40 00 - Quality Requirements: Requirements for mockup.
- B. Construct mock-up with finish grout, and specified accessories.
- C. Locate where directed by Architect.
- D. Incorporate accepted mockup as part of Work.

#### 1.8 PRE-INSTALLATION MEETING

- A. Section 01 30 00 - Administrative Requirements: Preinstallation meeting.
- B. Convene minimum one week before starting Work of this section.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Protect adhesives and grouts from freezing or overheating.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Do not install adhesives and grouts in unventilated environment.
- C. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

#### 1.11 EXTRA MATERIALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Supply ten percent (10%) of each size, color, and surface finish specified.

## PART 2 PRODUCTS

### 2.1 CERAMIC TILE

- A. Manufacturers
  - 1. Ceramic Tile:
    - a. Dal-Tile, 7834 Hawn Freeway, Dallas TX 75217
    - b. Other acceptable manufacturers offering equivalent products:
      - 1) American Olean Tile Company, Lansdale, PA 19446.
      - 2) Summitville Tiles Inc., Summitville, OH 43962.
      - 3) United States Ceramic Tile Company, 10233 Sandyville Road, SE, PO Box 338, East Sparta, OH 44626.
  - 2. Substitutions: Under provisions of Section 01 60 00.
- B. Ceramic Floor Tile:
  - 1. "Unglazed Porcelain Ceramic Mosaics" as manufactured by Dal-Tile
  - 2. Color/Finish: Refer to Interior Material Schedule in the drawings for color selections.
  - 3. Size: Refer to Interior Material Schedule in the drawings.
  - 4. Master-Set back-mounted sheets.
- C. Ceramic Wall Tiles
  - 1. Series: Colour Scheme manufactured by Dal-Tile
    - a. Color/Finish: Refer to Interior Material Schedule in the drawings for color selections.
    - b. Size: Refer to Interior Material Schedule in the drawings.
  - 2. Series: Lillis manufactured by Dal-Tile
    - a. Color/Finish: Refer to Interior Material Schedule in the drawings.
    - b. Size: Refer to Interior Material Schedule in the drawings.
  - 3. Series: Keystone Blends manufactured by Dal-Tile
    - a. Color/Finish: Refer to Interior Material Schedule in the drawings.
    - b. Size: Refer to Interior Material Schedule in the drawings.
- D. Base:
  - 1. Mosaic trim; Keystones Built up base as manufactured by Dal-Tile, #MB-5A
  - 2. Color/Finish: Refer to Interior Material Schedule in the drawings
  - 3. Size: Refer to Interior Material Schedule in the drawings.
- E. Pattern of floor and wall tile shall be as shown on Drawings.

## 2.2 ADHESIVE MATERIALS

- A. Manufacturers
  - 1. Adhesive: LATICRETE International, Inc.
  - 2. Substitutions: Under provisions of Section 01 60 00.
- B. Adhesive: "LATICRETE 125 Sound & Crack Adhesive" as manufactured by LATICRETE International, Inc.

## 2.3 GROUT MATERIALS

- A. Manufacturers
  - 1. Grout: LATICRETE International, Inc.
  - 2. Substitutions: Under provisions of Section 01 60 00.
- B. Grout: Grouting materials shall be "SpectraLOCK™ PRO Grout as manufactured by LATICRETE International, Inc.

## 2.4 MORTAR MIX AND GROUT MIX

- A. Mix and proportion pre-mix setting bed and grout materials in accordance with manufacturer's instructions.

## 2.5 ACCESSORIES

- A. Metal Tile Trim
  - 1. As Manufactured by Schuler Systems.
  - 2. Material: Stainless Steel
  - 3. Profiles:
    - a. Rondec: sized to accommodate tile. Refer to drawings for location.
    - b. Shiene: sized to accommodate tile. Refer to drawings for location.
- B. Waterproofing Membrane:
  - 1. REDGARD Waterproofing and Anti-Fracture Membrane as manufactured by Custom Building Products.
  - 2. Pro-Red® Waterproofing Membrane 963 as manufactured by C-Cure.

# PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces are ready to receive work.

### 3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install cementitious backer board. Tape joints and corners, cover with skim coat of dry-set mortar to feather edge.
- E. Prepare substrate surfaces for adhesive installation.

### 3.3 EXISTING WORK

- A. Section 01 70 00 - Execution Requirements: Requirements for maintenance service.
- B. Prepare and remodel existing tile installations using materials and methods as specified.
- C. Clean and repair existing tile that remains.

### 3.4 INSTALLATION

- A. Install tile, thresholds, and grout in accordance with applicable requirements of ANSI A108.1 through A108.10, and TCA Handbook recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor, base and wall joints.
- D. Place tile with joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
  - 1. Ceramic Tile: 1/16 inch inch.
- E. Form internal angles coved and external angles bullnosed.
- F. Install ceramic accessories rigidly in prepared openings.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control joints free of adhesive or grout. Apply sealant to joints.

- I. Allow tile to set for a minimum of 48 hours prior to grouting.
  - J. Grout tile joints.
  - K. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.
  - L. Installation - Floors - Thin-Set Methods:
    - 1. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout, unless otherwise indicated.
      - a. Where waterproofing membrane is indicated, install in accordance with TCA Handbook Method F122, with latex-portland cement grout.
    - 2. Over wood substrates, install in accordance with TCA Handbook Method F142, with standard grout, unless otherwise indicated.
  - M. Installation - Wall Tile:
    - 1. Over cementitious backer units install in accordance with TCA Handbook Method W244, using membrane at toilet rooms, kitchens, and locker rooms.
    - 2. Over gypsum wallboard on wood or metal studs install in accordance with TCA Handbook Method W243, thin-set with dry-set or latex-portland cement bond coat, unless otherwise indicated.
      - a. Where waterproofing membrane is indicated other than at showers and bathtub walls, install in accordance with TCA Handbook Method W222, one coat method.
    - 3. Over interior concrete and masonry install in accordance with TCA Handbook Method W202, thin-set with dry-set or latex-portland cement bond coat.
- 3.5 CLEANING
- A. Section 01 70 00 - Execution Requirements: Final cleaning.
  - B. Clean tile and grout surfaces.
- 3.6 PROTECTION OF INSTALLED CONSTRUCTION
- A. Section 01 70 00 - Execution Requirements: Protecting installed construction.
  - B. Do not permit traffic over finished floor surface for 4 days after installation.

#### **END OF SECTION**

## **SECTION 09 91 23**

### **INTERIOR PAINTING**

#### **PART 1 GENERAL**

##### **1.1 SCOPE OF WORK**

- A. These specifications cover the complete painting and finishing of all surfaces throughout the interior of the project, unless otherwise specified.
- B. The painting contractor shall furnish all material, labor, and equipment required to complete all painting and finishing as shown on the Drawings, and specified in the Project Manual.
- C. The painting contractor shall examine the specifications for the various other trades and shall thoroughly familiarize himself/herself with all their provisions regarding their painting. All surfaces that are left unfinished by the requirements of other specifications shall be painted or finished as a part of this contract.
- D. Copper, bronze, chromium plate, nickel, stainless steel, aluminum, Monel metal, lead and lead-coated copper shall not be painted or finished, except as otherwise specified.
- E. The painting contractor shall be responsible for inspecting the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding, and puttying operations, the painting contractor shall immediately notify the Architect in writing or assume responsibility for and rectify any unsatisfactory finish resulting.
- F. Related Work:
  - 1. The contractor providing the work of this section shall examine the specifications for the various other trades and shall familiarize himself/herself with all their provisions regarding their painting and he/she shall understand that all surfaces that are left unfinished by the requirements of other specifications shall be painted or finished as a part of this section and as scheduled.

##### **1.2 REFERENCES**

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. Green Seal GS-11, Paints, May 20, 1993.

- D. Green Seal GC-03, Anti-Corrosive Paints, January 7, 1997.
- E. South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, July 9, 2004.
- F. LEED-NC version 2.2, Green Building Rating System for New Construction and Major Renovations, October, 2005.

### 1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Proposed Materials:
  - 1. Submit list of proposed material including manufacturer's name, trade name and data for each product.
- C. Colors and Samples:
  - 1. All colors shall be selected or approved by the Architect. Refer to Section 01 33 00 - Submittals for additional requirements.
  - 2. Upon request, the painting contractor shall prepare and submit finished samples of specified materials for approval by the Architect. Successive coats on these sample panels shall be applied in such a way that portions of all preceding coats remain exposed. Samples shall be retained by the Architect to compare with the finishes as they are applied.

### 1.5 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturer:
    - a. All materials used on the work to be as specified in brand and quality. No claim by the painting contractor to the unsuitability of any material specified, or his/her unwillingness to use same, or his/her inability to produce first class work with same, will be entertained unless such claims are made in writing and submitted prior to receipt of bids.
    - b. All paints, varnishes, enamels, lacquers, stains, paste fillers, and similar materials must be delivered in the original containers with the seals unbroken and labels intact.
    - c. Provide materials from the same manufacturer for each specified paint or coating system.

2. Contractor:
  - a. Employ skilled mechanics to ensure the very best workmanship. Quality workmanship is required. Materials to be applied by craftsmen experienced in the use of the specific product involved.
3. Job Mock-up:
  - a. Before proceeding with any painting prepare and finish a sample room, complete or in part, as directed by the Architect. Finish all areas or items in accordance with the specification and in colors selected by the Architect. These areas or items will be inspected by the Architect and/or his/her representative; if such areas or items are not approved, finish another sample room. When approved they shall serve as a standard for workmanship, appearance and materials approved for similar areas or items throughout this project.

#### 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for finishes.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. All materials used on the job shall be stored in a single place designated by the Owner or the Architect. Such storage place shall be kept neat and clean and all damage thereto or to its surroundings shall be made good by the painting contractor. Store materials until use according to manufacturer's instructions in a well-ventilated area.
- C. All soiled or used rags, waste, and trash shall be removed from the building each night, and every precaution taken to avoid the danger of fire.
- D. The painting contractor shall protect surfaces and objects inside the building against damage. The painting contractor shall hold himself/herself responsible for damage to adjacent furnishings.
- E. At completion of work, the painting contractor shall remove from the premises all surplus painting materials and all debris created by him/her; he/her shall remove all spatters and leave his/her part of the work in a clean and finished condition.

## 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Minimum Application Temperatures for Latex Paints: 45 degrees F; unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperature for Varnish Finishes: 65 degrees F, unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## 1.9 JOB CONDITIONS

- A. Cleaning:
  - 1. Areas to be painted shall be cleaned and free of dust and shall remain in that condition through the painting process.
- B. Protection:
  - 1. The painter shall not only protect his/her work at all times but shall also protect all adjacent work and materials by suitable covering or other method during progress of the work.

## 1.10 EXTRA MATERIALS

- A. Furnish under provisions of Section 01 70 00.
- B. Provide 1 quart of each color to Owner.
- C. Label each container with color, type, and room locations in addition to the manufacturer's label.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Diamond Vogel Paints (DVP).
- B. Other acceptable manufacturers offering equivalent products:
  - 1. Benjamin Moore & Co.
  - 2. ICI Paints
  - 3. PPG Industries.
  - 4. Sherwin Williams Company.
- C. Substitutions: Under provisions of Section 01 60 00.

## 2.2 MATERIALS

- A. All materials on the work shall be of the brand and quality specified and shall be delivered at the site of work in original containers with seals unbroken and labels intact.
- B. All materials shall be used strictly in accordance with manufacturer's label directions.
- C. Do not add additives, except as instructed by manufacturer.
- D. For opaque finishes, tint each coat, including primer coat, one half lighter than succeeding coat, with final finish coat being the specified shade.
- E. All materials such as linseed oil, shellac, and turpentine shall be pure and of highest quality and approved by the Architect. They shall bear identifying labels on the containers.
- F. Any necessary materials not specifically covered and specified in this contract shall be subject to the Architect's approval and the Contractor shall submit to the Architect, before any materials are delivered, the name and the brand of the materials which he proposes to use and shall receive an approval of same in writing from the Architect.
- G. VOC Restrictions for Interior Coatings: Interior coatings must meet the following VOC requirements.
  - 1. Flat Coatings: 50 grams per liter or less.
  - 2. Non-Flat Coatings: 150 grams per liter or less.
  - 3. Anti-Corrosive Coatings: 250 grams per liter or less.
  - 4. Wood Stains: 250 grams per liter or less.
  - 5. Clear Wood Finishes: 275 grams per liter or less.

## 2.3 COLORS

- A. There will be a maximum of six (6) interior colors.
- B. There will be a maximum of six (6) accent colors.
- C. There may be more than two colors used in each room or space.

## 2.4 PAINTING SCHEDULE

- A. Refer to schedule at end of section for surface finish schedule.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify site conditions under provisions of Section 01 30 00.
- B. Verify that surfaces and substrates are free of surface imperfections and containments that could inhibit performance or appearance of coatings. Report immediately any condition that may affect coating application, performance, or appearance prior to starting work.
- C. Test shop applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Gypsum Wallboard: 12 percent.
  - 2. Wood: 15 percent, measured in accordance with ASTM D2016.
  - 3. Masonry: Mortar, block, brick, concrete or any other masonry related surface shall not be painted if its moisture content exceeds 12%.
- E. Ensure concrete and masonry surfaces' pH level is within tolerances recommended by coating manufacturer prior to application of coatings.

### **3.2 SURFACE PREPARATION**

- A. All surfaces shall be sound, clean, and free of oil, grease, loose or peeling paint, and other foreign substrates.
- B. Previously Painted Surfaces: Remove all blistered, peeling and scaling paint to a sound substrate. Remove chalk. Sand any glossy areas and dust clean. Clean and spot prime any failed areas. Use soap and water on protected areas such as ceilings to remove invisible residues. Rinse clean and let dry. Any existing mildew on the surface shall be completely killed and removed before applying paint.
- C. This contractor will remove and reinstall, or provide acceptable in-place protection for, all installed hardware, accessories, lighting and electric components, factory finished materials, plumbing fixtures and fittings and any other materials that may become splattered or damaged by the paint or coating materials.

### **3.3 SCAFFOLDING AND PROTECTION:**

- A. This contractor shall furnish all required ladders, stages, scaffolds, etc. and they must be in safe condition, having adequate strength to support maximum work load, and complying with all current OSHA regulations.

- B. Scaffolds, ladders, etc. must not be left where they would interfere with other workmen, when not in daily use.
- C. This contractor must not only protect his work, but also that of other trades.
- D. This contractor is responsible for removal of all paint or coating splatter, spills, etc. on floors or adjacent colors, material, glass, hardware and other finished surfaces.
- E. This contractor must leave premises clean and free from all rubbish and accumulated material left from his work.

#### 3.4 APPLICATION

- A. All work shall be done by skilled mechanics in accordance with the best standard practice and in a manner acceptable to the Architect. Any work not conforming to these specifications shall be corrected to the satisfaction of the Architect. Such corrections shall be made at the expense of the painting contractor.
- B. All finishes shall be evenly applied and free from sags, runs, crawls, brush marks, skips or other defects. Make edges of paint, stain, or coating adjoining other materials or colors, sharp and clean, with no overlapping.
- C. When paint, stain or coating is brush applied, each coat shall be brushed out uniformly to eliminate laps, skips and excess brush marks.
- D. When paint, stain or coating is roller applied, proper skill must be used to avoid all signs of lapping and excess paint lines from edge of roller. When cutting in with a brush is required, these areas must be of the same texture, color and hiding as adjacent areas, to assure good appearance.
- E. When a paint, stain, or coating is applied by spray, the work shall be done before the installation of fixtures, hardware, flooring and other finish items. If installed, these must be thoroughly protected from the paint, stain or coating. The paint, stain or coating shall be applied only by skilled painters, to assure a uniform finish, with no evidence of poor or improper application.
- F. Each coat of clear finish or enamel shall be lightly sanded and wiped free of dust before applying the next coat.
- G. Block Filler when applied to concrete or lightweight block shall in two coats:
  - 1. Retain only slight surface texture with no pinholes, or;
  - 2. Retain no block surface texture, only pattern from brush or roller, no pinholes, or;

3. Smooth the filler with a squeegee to leave the surface film with no pinholes.
- H. Products shall be applied at the proper consistency and shall be thinned, tinted, or otherwise altered only in accordance with the manufacturer's printed directions.
- I. All materials shall be applied to surfaces that are dry and properly prepared.
- J. Each coat of material shall be thoroughly dry before application of the succeeding coat.
- K. When enamels and varnishes are being applied, the wood surface shall be lightly sanded and thoroughly dusted before application of the first coat.
- L. Tops of all upper sash and bottoms of all lower sashes shall be finished the same as interior finish. Tops, bottoms, and edges of doors shall be finished the same as balance of doors after they are fitted by the carpenter.
- M. All scratches, cracks, and abrasions in plaster surfaces, and openings adjoining trim, shall be cut out as required, then filled with a spackling compound or approved patching plaster, flush with adjoining plaster surface, and when dry shall be sanded smooth and sealed before application of the prime coat.
- N. All closet and ancillary rooms shall be finished the same as adjoining rooms, unless otherwise specified. All other surfaces shall be finished with the same material as used on the nearest or adjoining surfaces, unless otherwise specified.
- O. Clean floors and adjacent surfaces, as well as all surfaces to be painted, before painting.
- P. All necessary puttying of nail holes, cracks, and other defects shall be done after application of the first coat, using putty of a color to match that of the finish. Putty shall be brought flush with the adjoining surface.
- Q. To prevent bleeding or discoloration, all knots, pitch streaks, and sappy spots shall be sealed before application of the prime coat.
- R. Shop coats of paint that become badly weathered, worn, or marred shall be cleaned and spot-primed by the painting contractor with the recommended metal primer.
- S. Back prime interior trim before installation with primer specified.

- T. All work, where a coat of material has been applied, must be inspected and approved by the Architect before the application of the succeeding specified coat; otherwise, no credit for the coat applied will be given, and the contractor shall then assume the responsibility and recoat work in question. The painting contractor shall furnish the Architect a report of each coat applied, when complete, for inspection and approval to comply with the above.
- U. The painting contractor shall notify the Architect in writing of any surface which he/she considers not his/her responsibility, of any defects in surfaces to be painted, or of any error or omissions in the Drawings or in the Specifications. The painting contractor shall not proceed with the finishing of the surfaces in question until an agreement has been reached with the Architect concerning all alleged discrepancies. The starting of work on any surface shall imply that the surface has been inspected and approved by the painting contractor.
- V. Spot painting to correct soiled or damaged paint surfaces will be allowed only when touch up spot is blended into surrounding finish and is invisible to normal viewing. Otherwise, re-coat entire section to corners or visible stopping point. Touch up should be accomplished by same method used in applying the original coating: when sprayed, touch up with spray; if brushed, use a brush for touch up; and if rolled, use same texture roller cover as used on the original painting.

### 3.5 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop primed equipment.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, and collars and supports except where items are prefinished.
- D. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- E. Paint exposed conduit and electrical equipment occurring in finished areas.

### 3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00.

### 3.7 CLEANING

- A. Clean work under provisions of 01 70 00.
- B. Collect waste material that may constitute a fire hazard, place in closed metal containers and remove daily from site.

### 3.8 SCHEDULE

- A. The paints and coatings detailed are based on Diamond Vogel Paints' products except as noted otherwise herein.
- B. Pipe Insulation
  - 1. 1 coat DVP Diamond Prime Universal Primer, MU-1501.
  - 2. 2 coats DVP Pro Plus Interior Latex Eggshell Enamel.
- C. Dry Wall
  - 1. 1 coat DVP Health Kote Interior Zero VOC Latex Primer/Sealer, DU-1590.
  - 2. 2 coats DVP Pro Plus Interior Latex Eggshell Enamel.
- D. Concrete Block
  - 1. 2 coats DVP Low VOC Interior Acrylic Block Filler, VLX-13690
  - 2. 2 coats DVP Pro Plus Interior Latex Semi-Gloss Enamel.
- E. Galvanized Metal
  - 1. 1 coat DVP V-Cote 200 Acrylic Maintenance Primer/Finish, MC-1501.
  - 2. 2 coats Pro Plus Interior Latex Gloss Enamel.
- F. Ferrous Metal
  - 1. 1 coat DVP V-Cote 200 Acrylic Maintenance Primer/Finish, MC-1501.
  - 2. 2 coats Pro Plus Interior Latex Gloss Enamel.
- G. Wood Trim - Painted
  - 1. 1 coat DVP Diamond Prime Universal Primer, MU-1501.
  - 2. 2 coats DVP Pro Plus Interior Latex Semi-Gloss Enamel.
- H. Wood Trim - Stained Finish
  - 1. 1 coat DVP Old Master's High Solids Penetrating Stain.
  - 2. 1 coat Old Master's H2O Sanding Sealer.
  - 3. 2 coat Old Master's H2O Acrylic Satin Polyurethane.

- I. Wood Trim - Natural Finish
  - 1. 1 coat Old Master's H2O Sanding Sealer.
  - 2. 2 coat Old Master's H2O Acrylic Satin Polyurethane.

**END OF SECTION**

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## **SECTION 10 14 16**

### **INTERIOR SIGNS**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Interior non-illuminated tactile building signs including Braille.

##### **1.2 REFERENCES**

- A. Title III of the "Americans with Disabilities Act of 1990", (ADA), Department of Justice.
- B. "American National Standard for Buildings and Facilities" CABO/ANSI A117.1-1992, Council of American Officials/American National Standards Institute.
- C. Environmental Protection Agency (EPA).
- D. Specification #800, National Library Service, National Library of Congress.

##### **1.3 PERFORMANCE REQUIREMENTS**

- A. Sign finish shall comply with the following performance requirements:
  - 1. Durability: Sign finish shall show no affect after repeated use of cleaners such as Graffiti Remover #1120 manufactured by Fine Organics Corp., Lodi, NJ.

##### **1.4 SUBMITTALS**

- A. Submit the following in accordance with Section 01 33 00:
  - 1. Product Data: Manufacturer's material description and fabrication methods.
  - 2. Proofs: Photocopy proofs of each sign scheduled.
  - 3. Samples: Actual color samples of paint finish.
  - 4. Test Reports: Submit test reports certified by an independent testing laboratory. Show compliance with performance requirements.

##### **1.5 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications:
  - 1. Company with not less than 5 successive years experience in the manufacture of interior building signs.

2. Company licensed to manufacture products by the EPA using the process specified.
  3. Furnish a list of at least 3 signage projects completed in the previous 2 years if requested by the Architect.
- B. Field Samples: Furnish one sample sign to the Architect for review. When approved, Architect will forward sign to the project site for installation.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 60 00.
- C. Deliver signs to the project site, protective wrapped to prevent damage during delivery and storage. Store signs in dry area protected from the elements.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install signs when ambient temperature is below 70 degrees F. Maintain this minimum during and after installation of signs.

### **PART 2 PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Advance Corporation, Braille-Tac™ Division, 327 East York Avenue, St. Paul, MN 55101. (612)771-9297
- B. Other acceptable manufacturers offering equivalent products:
  1. Kroy, Inc., Sign Systems, 14555 North Hayden Road, Scottsdale, AZ 85260.
  2. Glenwood Communications Inc., 18 West First Street, Duluth, MN, 1.218.727.4900
- C. Substitutions: Under provisions of Section 01 60 00.

#### 2.2 SIGNS

- A. Braille-Tac™ one-piece construction sign system utilizing Chemcast™ chemical etch process to produce raised numbers and letters with corresponding Grade II Braille (complying with Specification #800), and pictograms, on magnesium alloy sign, all complying with ADA and CABO/ANSI A117.1 requirements.

## 2.3 OTHER MATERIALS

- A. Adhesive: Pressure sensitive adhesive or high grade industrial silicone adhesive as recommended by the adhesive manufacturer for the substrates shown.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine the substrates and conditions under which the work is to be performed, and notify the Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- B. Verify that mounting locations for each sign exist which comply with ADA, Section 4.30.6.

### 3.2 INSTALLATION

- A. Mount sign level and plumb with recommended adhesive to substrates at locations and heights to comply with ADA, Section 4.30.6.
- B. Secure sign holders to substrate with concealed fasteners, and adhere sign insert to holder.

### 3.3 CLEANING

- A. Remove adhesive from exposed sign surfaces as recommended by adhesive manufacturer. Clean sign surfaces as needed.

### 3.4 SCHEDULES

- A. Provide the following interior signs:
  - 1. As shown on the Drawings.

**END OF SECTION**

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## **SECTION 10 21 16**

### **PLASTIC TOILET COMPARTMENTS, HEADRAIL BRACED**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Solid plastic toilet compartments, floor mounted.
- B. Urinal screens; wall mounted with floor to ceiling pilaster brace.

##### **1.2 REFERENCES**

- A. ANSI A117.1 - Safety Standards for the Handicapped.

##### **1.3 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall and floor supports, and door swings.
- C. Product Data: Provide data on panel construction, hardware, and accessories.
- D. Samples: Submit three samples of partition panels, illustrating panel finish, color, and sheen.
- E. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

##### **1.4 REGULATORY REQUIREMENTS**

- A. Conform to ANSI A117.1 code for access for the handicapped.

##### **1.5 FIELD MEASUREMENTS**

- A. Verify that field measurements are as indicated on shop drawings.

##### **1.6 COORDINATION**

- A. Coordinate work under provisions of Section 01 30 00.

## **PART 2 PRODUCTS**

### **2.1 ACCEPTABLE MANUFACTURERS**

- A. Santana Products, Inc.
- B. Other acceptable manufacturers offering equivalent products:
  - 1. Accurate Partitions, Inc.
  - 2. American Sanitary Partition Corporation.
  - 3. Ampco.
  - 4. Bobrick.
  - 5. Capitol Partitions.
  - 6. Flush-Metal Partition Corporation.
  - 7. General Partition.
  - 8. Global Steel Products Corporation.
  - 9. Knickerbocker Partition Corporation.
- C. Substitutions: Under provisions of Section 01 60 00.

### **2.2 MATERIALS**

- A. Toilet partitions shall be floor mounted, overhead braced, with non-corrosive panels and pilaster, Poly-Mar HD partitions as manufactured by Santana Products, Inc.
- B. Panels, doors and pilasters shall be fabricated from Polymer resins under high pressure forming a single component section which is water-proof, non-absorbent and has a self-lubricating surface that resists marking with pens, pencils or other writing utensils.

### **2.3 CONSTRUCTION**

- A. Single component construction of solid Poly-Mar HD in colors that extend from the surface throughout the entire thickness of the panels, doors and pilasters.
- B. Doors, panels and pilasters shall be 1 inch thick and all edges machined to a radius of 0.25 inches and all exposed surfaces to be free of saw marks.
- C. Dividing panels shall be 55 inches high and mounted at 14 inches above finished floor.
- D. Aluminum edging strips shall be fastened to the bottom edge of all panels full length.
- E. Panel at the end of panel layout shall extend up and fasten into headrail.

- F. Doors shall be 55 inches high and mounted 14 inches above finished floor. Aluminum edging strips shall be fastened to the bottom edge of all doors full width.
- G. Pilasters shall be 82 inches high and fastened to 3 inch high, 20 gage stainless steel shoes with theft proof sex bolts.
- H. Finish of doors, panels and pilasters shall be Plasi-Glaze 280.

## 2.4 HARDWARE

- A. Hinges shall be fabricated from heavy aluminum extrusion (6063-T6 Alloy) with bright dip anodized finish with wrap around flanges, surface mounted and thru-bolted to doors and pilasters with one-way sex bolts.
- B. Each door shall be furnished with coat hook/bumper of heavy chrome plated Zamak with rubber bumper.
- C. Door strike and keeper shall be fabricated from heavy aluminum extrusion (6063-T6 Alloy) with bright dip anodized finish with wrap around flange surface, mounted and thru-bolted to pilaster with one-way sex bolts.
- D. Door latch housing shall be fabricated from heavy aluminum extrusion (6063-T6 Alloy) with bright dip anodized finish, surface mounted and thru-bolted to door with one-way sex bolts. Slide bolt and button shall be heavy aluminum with black finish.
- E. Pilaster shoes shall be anchored to finish door with No. 5 plastic anchors and No. 14 stainless steel phillips head screws.
- F. Full length continuous wall brackets (6063-T6 Alloy) with bright dip finish weighing not less than 1.685 lbs. per lineal foot shall be used for all panel to pilaster, pilaster to wall, and panel to wall connections.
- G. Wall brackets shall be predrilled by manufacturer with holes spaced every 6 inches along full length of brackets
- H. Wall brackets shall be thru-bolted to panels and pilasters with one-way sex bolts.
- I. Attachment of brackets to adjacent wall construction shall be accomplished by theftproof Zamak mushroom nail in head anchor directly behind the vertical edge of panels and pilasters at every 12 inches along the full length of bracket and No. 5 plastic anchors and No. 14 by 1-1/4 inch stainless steel phillips head screws at every 12 inches interval alternately space between anchor connections.

- J. Headrail shall be heavy aluminum extrusion (6063-T6 Alloy) with bright dip finish in anti-grip configuration weighing not less than 1.199 lbs. per linear foot.
- K. Headrail shall be fastened to tops of pilasters and headrail brackets by thru-bolting with one-way sex bolts.
- L. Headrail bracket shall be of 16 gage stainless steel.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify site conditions under provisions of Section 01 30 00.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

#### **3.2 INSTALLATION**

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attached panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets with tamper proof through bolts and nuts. Locate head rail joints at pilaster center lines.
- E. Anchor urinal screen panels to walls with continuous panel brackets and vertical upright consisting of pilaster anchored to floor.
- F. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster. Conceal floor fastenings with pilaster shoes.
- G. Equip each door with two hinges, one door latch, one coat hook and bumper; out swinging door with pull.
- H. Install door strike and keeper with door bumper on each pilaster in alignment with door latch.
- I. Field touch-up of scratches or damaged finish will not be permitted.
- J. Replace damaged or scratched materials with new materials.

### 3.3 ERECTION TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

### 3.4 ADJUSTING

- A. Adjust work under provisions of Section 01 70 00.
- B. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- C. Adjust hinges to position doors in full closed position when unlatched. Return out swinging doors to closed position.
- D. Adjust adjacent components for consistency of line or plane.

**END OF SECTION**

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**SECTION 10 28 13**  
**COMMERCIAL TOILET ACCESSORIES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Toilet, and washroom accessories.
- B. Grab bars.
- C. Mirrors.
- D. Attachment hardware.

**1.2 REFERENCES**

- A. ANSI A117.1 - Safety Standards for the Handicapped.

**1.3 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Samples: Submit samples of each component, illustrating color and finish.
- D. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

**1.4 REGULATORY REQUIREMENTS**

- A. Conform to ANSI A117.1 code for access for the handicapped.

**1.5 FIELD MEASUREMENTS**

- A. Verify that field measurements are as indicated on product data.

**1.6 COORDINATION**

- A. Coordinate work under provisions of Section 01 30 00.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS – TOILET TISSUE DISPENSER, SOAP DISPENSER, MIRROR, GRAB BARS**

- A. Bobrick Washroom Equipment, Inc
- B. Other acceptable manufacturers offering equivalent products:
  - 1. Bradley Corporation.
  - 2. AJ Washroom Accessories.
  - 3. American Specialties, Inc.
  - 4. GAMCO.
- C. Substitutions: Under provisions of Section 01 60 00.

### **2.2 MANUFACTURER – HAND DRYER**

- A. Excel Dryers Inc.
- B. Substitutions: Under provisions of Section 01 60 00.

### **2.3 HAND DRYER**

- A. Model: XL-SB, surface mounted, automatic, with brushed stainless steel cover.
- B. Power; 110/120V

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify site conditions under provisions of Section 01 30 00.
- B. Verify that site conditions are ready to receive work and dimensions are as indicated on shop drawings.
- C. Verify exact location of accessories for installation.

### **3.2 PREPARATION**

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

### 3.3 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions and ANSI A117.1.
- B. Install plumb and level, securely and rigidly anchored to substrate.

### 3.4 SCHEDULE

- A. Men's Washroom:
  - 1. Toilet Tissue Dispenser: #B-2730
  - 2. Hand Dryer
  - 3. Soap Dispenser: #B-155
  - 4. Mirror: #B-165, size as shown on the Drawings.
  - 5. Grab Bars: #B-6806.99
- B. Women's Washroom:
  - 1. Toilet Tissue Dispenser: #B-2730
  - 2. Hand Dryer
  - 3. Sanitary Napkin Disposal: #B-254
  - 4. Soap Dispenser: #B-155
  - 5. Mirror: #B-165, size as shown on the Drawings.
  - 6. Grab Bars: #B-6806.99

**END OF SECTION**

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## **SECTION 10 28 14**

### **BABY CHANGING STATIONS**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Baby Changing Stations, Plastic with Recycled Content:
  - 1. Surface-mounted horizontal design. (Koala Model KB200)

##### **1.2 SUBMITTALS**

- A. Product Data: Submit manufacturer's data sheets for each product specified, including the following.
  - 1. Installation instructions and recommendations, including templates and rough-in measurements.
  - 2. Storage and handling requirements and recommendations.
  - 3. Cleaning and maintenance instructions.

##### **1.3 QUALITY ASSURANCE**

- A. Manufacturer: Provide products manufactured by a company with a minimum of 5 years successful experience manufacturing similar products.
- B. Single Source Requirements: To the greatest extent possible provide products from a single manufacturer.
- C. Accessibility Requirements: Comply with requirements applicable in the jurisdiction of the project, including but not limited to ADA and ICC/ANSI A117.1 requirements as applicable.
- D. Baby Changing Stations: Provide products which comply with the following standards and requirements.
  - 1. Antimicrobial Treatment: Changing surfaces embedded with Microban®, with antibacterial claim substantiated by Kirby-Bauer test or other manufacturer approved equivalent standard industry test methodology.
  - 2. Americans with Disabilities Act (ADA).
  - 3. ANSI A117.1 - Accessible and Usable Building and Facilities.
  - 4. ANSI Z535.4 - Product Safety Signs and Labels.
  - 5. ASTM F 2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use.
  - 6. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
  - 7. European Standards: EN 12221 Changing units for domestic use.

8. CPSIA: Conformity with the U.S. Product Safety Commission product safety rules, bans, standards and regulations that include applicable chemical compliance requirements.

E. Manufacturing Location: United States.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations. Protect from damage.

#### 1.5 WARRANTY

- A. Manufacturer's Warranties: Submit manufacturer's standard 5 year warranty for materials and workmanship and include a provision for replacement caused by vandalism.

### **PART 2 PRODUCTS**

#### 2.1 MANUFACTURER

- A. Basis of Design Products: Based on the quality and performance requirements of the project, specifications are based solely on the products of Koala Kare Products, a Division of Bobrick, [www.koalabear.com](http://www.koalabear.com). Location of manufacturing shall be the United States.
- B. Substitutions: The Architect will consider products of comparable manufacturers as a substitution, pending the contractor's submission of adequate documentation of the substitution in accordance with procedures in Division 1 of the Project Manual. Documentation shall include a list of five similar projects of equivalent size where products have been installed for a minimum of two years, and manufacturer's certification that products are fabricated in the United States.

#### 2.2 BABY CHANGING STATIONS, PLASTIC WITH RECYCLED CONTENT

- A. Surface-Mounted Horizontal Design Baby Changing Stations:
  1. Basis of Design: Model KB200-00, as manufactured by Koala Kare Products, a Division of Bobrick.
  2. Color: as selected by Architect
  3. Materials. FDA approved injection-molded polypropylene.
  4. Operation: Concealed pneumatic cylinder providing controlled, slow opening and closing of the changing station bed.
  5. Hinge Mechanism: Reinforced full length steel-on-steel hinge.
  6. Changing Surface: Contoured, concave and smooth, 450 sq. in.

7. Safety Straps: Replaceable, snap-lock, nylon protective holding straps.
8. Performance: When mounted to specification, unit has been tested to 300 lbs and will deflect less than 1 degree from 90 degrees with a 200 lb static load placed in the center of the changing surface.
9. Mounting: Concealed 11 gauge plated steel mounting chassis with 16 inch centers and 6 mounting points the top 2 mounting points feature keyholes for ease of installation units include mounting hardware.
10. Features: No hinge structure exposed on interior or exterior surfaces; two bag hooks; locking built-in dual cavity liner dispenser with 50 liner capacity supplied with 2 keys that are keyed alike to Bobrick Washroom Accessories.
11. Instruction Graphics: Universal instruction graphics and safety messages in multiple languages.

### **PART 3 EXECUTION**

#### **3.1 INSTALLATION**

- A. Install products in strict compliance with manufacturer's written instructions and recommendations, including the following:
  1. Verify blocking has been installed properly.
  2. Verify location does not interfere with door swings or use of fixtures.
  3. Use fasteners and anchors suitable for substrate and project conditions.
  4. Install units at location and height indicated on the Drawings.
  5. Install units level, plumb and in proper relationship with adjacent construction.
  6. Adjust for proper operation.

#### **3.2 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

### **END OF SECTION**

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DATE PLOTTED: Jul 31, 2015 - 10:18am  
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# CITY CENTER WEST TOILET ROOM CONVERSION TO ACCESSIBLE TOILET ROOMS

5830 GRAND AVENUE

DULUTH, MINNESOTA

for the  
CITY OF DULUTH  
PROJECT NO. : 15-2-TR

## ARCHITECTURAL ABBREVIATIONS

CL & C #	*ADA ACCESSIBLE (HEIGHT) AND AT CENTER LINE NUMBER	D. DEPT. DET. DEMO. DIA. DISP. DO. DIV. DBL DWL DN D.S. DR. DWG D.F.	DEPTH, DEEP, DOOR DEPARTMENT DETAIL DEMOLITION DIAMETER DISPENSER DITTO DIVIDE, DIVISION DOUBLE DOWEL DOWN DOWNSPOUT DRAIN, DOOR DRAWING DRINKING FOUNTAIN
A.F.F. AC. A.C.T. A.T. ADD. ADJC ADJ. ADMIN. A.H.U. ALT. ALUM. ADA A.B. APROX. ARCH.	ABOVE FINISH FLOOR ACOUSTICAL ACOUSTICAL CEILING TILE ACOUSTICAL TILE ADDENDUM ADJACENT ADJUSTABLE ADMINISTRATION AIR HANDLING UNIT ALTERNATE ALUMINUM AMERICAN DISABILITY ACT ANCHOR BOLT APPROXIMATE ARCHITECTURAL	EA. E.F. E.E. ELEC. E.H.D. E.W.C. EL. ELEV. ENCL. ENTR. EQ. E.P.D.M. EXH. EXIST. EXP. EXP.JT EXTR EIFS	EACH FACE EACH END ELECTRICAL ELECTRIC HAND DRYER ELECTRIC WATER COOLER ELEVATION ELEVATION, ELEVATOR ENCLOSURE ENTRANCE EQUAL EQUIPMENT ETHYLENE PROPYLENE DIENE MONOMER EXHAUST EXISTING EXPANSION EXPANSION JOINT EXTERIOR EXTERIOR INSULATION AND FINISH SYSTEMS
BSMT BM BRG BIT. BLK BLKG BD BOT. B.O. B.F.E.	BASEMENT BEAM BEARING BITUMINOUS BLOCK BLOCKING BOARD BOTTOM BOTTOM OF BOTTOM FOOTING ELEVATION	FRIDGE FT F.R.C. F.R.P. F.T.R. FIN. F.E. F.R. FRPF. FLG FLASH. F.H.M.S. FLR F.D. FLUOR FTG FDN F.	REFRIGERATOR FOOT, FEET FIBER REINFORCED CONCRETE FIBER REINFORCED PLASTIC (PANELS) FINNED TUBE RADIATION FINISH FIRE EXTINGUISHER FIRE RATING FIREPROOF, FIREPROOFING FLANGE FLASHING FLAT HEAD MACHINE SCREW FLOOR FLOOR DRAIN FLOURESCENT FOOTING FOUNDATION FRAME
CAB. CPT C.B. C.R. CLG C.B.B.	CABINET CARPET CATCH BASIN CARD READER CEILING CEMENTITIOUS BACKER BOARD	C.B.B. CEM. C.T. C.M.T. CH.BD CHAN. C.O. CLR COL. COMP. CONC. C.M.U. CONF. CONST CONT. CONTR C.J. CONV. COORD. C.	CERAMIC TILE CERAMIC MOSAIC TILE CHALKBOARD CHANNEL CLEAN OUT CLEAR COLUMN COMPRESSION, COMPACTED CONCRETE CONCRETE MASONRY UNIT CONFERENCE CONSTRUCTION CONTINUOUS CONTRACTOR CONSTRUCTION JOINT CONVECTOR COORDINATE COURSE

GA. GALV. G.I. G.C. G. GL. G.W.T. G.B. GR. G.R.V. GRL. GND GYP. G.W.B.	GAUGE GALVANIZED GALVANIZED IRON GENERAL CONTRACTOR GLASS GLAZING GLAZED WALL TILE GRAB BAR GRADE GRAVITY ROOF VENT. GRILLE GROUND GYPSUM GYPSUM WALL BOARD
HNDRL HDGP HDW HDR H.V.A.C. HT H.H.M.S.	HANDRAIL HANDICAP HARDWARE HARDWOOD HEATING, VENTILATION, & AIR CONDITIONING HEIGHT HEX HEAD MACHINE SCREW
H.P. H.M. HORIZ. H.B. HR	HIGH POINT HOLLOW METAL HORIZONTAL HOSE BIB HOUR

IN. INFO. I.T. I.D. I.F. INSUL. INSTL. INTR IBC INV.	INCH INFORMATION INFORMATION TECHNOLOGY INSIDE DIAMETER INSIDE FACE INSULATION INSTALLATION INTERIOR INTERNATIONAL BUILDING CODE INVERT
---	---

JAN. JST JT JB	JANITOR JOIST JOINT JUNCTION BOX
-------------------------	---

K.O. LBS LAV. LVL LT LTG LIN LKR L.L.H. L.L.V. L.P.	KNOCK OUT  POUNDS LAVATORY LEVEL LIGHT LIGHTING LINEAR LOCKER LONG LEG HORIZONTAL LONG LEG VERTICAL LOW POINT
---	--

M.H. MFR MBD M.O. MATL MAX. MECH. MTL MEZZ. M. MIN. MIR. MISC. MONO MTD MULL	MANHOLE MANUFACTURER MARKER BOARD MASONRY OPENING MATERIAL MAXIMUM MECHANICAL METAL MEZZANINE MIDDLE, MIRROR MINIMUM, MINUTE MIRROR MISCELLANEOUS MONOLITHIC MOUNTED MULLION
N.S. N.A. N.I.C. NOM. N.T.S. NO	NEAR SIDE NOT APPLICABLE NOT IN CONTRACT NOMINAL NOT TO SCALE NUMBER

OCC. O.C. OFF. OPNG OPER OPP. O.D. O.F. O.A. O.H. O.R.D.	OCCUPANCY ON CENTER OFFICE OPENING OPERATOR OPPOSITE OUTSIDE DIAMETER OUTSIDE FACE OVER ALL OVER HEAD OVERFLOW ROOF DRAIN
--	---

P.S.F. PT PR PNL P.T.D. PART. PLS P.LAM. PL. PLBG PLYWD PVC P.R.V. P/C P.C. PREFIN. PRELIM.	LBS. PER SQUARE FOOT PAINT PAIR PANEL PAPER TOWEL DISPENSER PARTITION PLASTER PLASTIC LAMINATE PLATE PLUMBING PLYWOOD POLYVINYL CHLORIDE POWER ROOF VENT PRECAST PRECAST CONCRETE PREFINISHED PRELIMINARY
---	--

Q.T. R. RAD. R.W.L. REV. RECPT. REF. REINF. R.C. R.C.P. RET. REQ'D R.D. RM R.O. R.H.M.S. R.H.W.S.	QUARRY TILE  RADIUS, RISER RADIATION RAIN WATER LEADER REVISE, REVERSE RECEPTACLE REFER TO, REFERENCE REINFORCE/-ED/-ING REINFORCED CONCRETE REINFORCED CONCRETE PIPE, REFLECTED CEILING PLAN RETAINING REQUIRED ROOF DRAIN ROOM ROUGH OPENING ROUND HEAD MACHINE SCREW ROUND HEAD WOOD SCREW
SAN. S.N.D. S.N.R. SCHED. SECT. S.S.K. SHTG SHT S.M.S. SHR SIM. S.O.G. S.D. S.T.C. SP. SPEC. S.F. S.Y. S.S. STD STL STOR. STN ST. STRUCT. S.F.T. SUSP. SYM.	SANITARY SAN. NAPKIN DISPENSER SAN. NAPKIN RECEPTACLE SCHEDULE SECTION SERVICE SINK SHEATHING SHEET SHEET METAL SCREW SHOWER SIMILAR SLAB ON GRADE SOAP DISPENSER SOUND TRANSMISSION SPACE SPECIFICATION SQUARE FOOT SQUARE YARD STAINLESS STEEL STANDARD STEEL STORAGE STONE STREET, STONE TILE STRUCTURAL STRUCTURAL FACING TILE SUSPENDED SYMMETRICAL

UGRD. UL U.H. U.N.O. UNFIN UC UR. UTIL VAR. VEND. VENT. V.I.F. VERT. VEST. V.B. V.C.T. V.W.C.	UNDERGROUND UNDERWRITERS LABORATORIES UNIT HEATER UNLESS NOTED OTHERWISE UNFINISHED UNDERCUT URINAL UTILITY  VARIES VENDING MACHINE VENTILATION VERIFY IN FIELD VERTICAL VESTIBULE VINYL BASE VINYL COMP. TILE VINYL WALL COVERING
---	---

WSCT W.H. W.G. WHSE W.R. WHTR W.C. WT W. WDW W/ W/O WD W.P.	WAINSCOT WALL HYDRANT WALL GUARD WAREHOUSE WASTE RECEPTACLE WATER HEATER WATER CLOSET-TOILET WEIGHT WIDTH, WIDE, WIDE FLANGE WINDOW WITH WITHOUT WOOD WORKING POINT
--	--

## CODE SUMMARY

CITY CENTER WEST POLICE & FIRE STATION-LIBRARY-SENIOR CENTER  
TOILET ROOM CONVERSION TO ACCESSIBLE TOILET ROOMS  
5830 GRAND AVENUE  
DULUTH, MINNESOTA

OWNER: CITY OF DULUTH  
ARCHITECTS OFFICE  
TARI RAYALA  
1532 WEST MICHIGAN STREET  
DULUTH, MINNESOTA

ARCHITECT: TKDA  
11 EAST SUPERIOR STREET  
SUITE 340  
DULUTH, MINNESOTA 55802  
CONTACT: MR. RON STANIUS

### PROJECT NARRATIVE

THIS PROJECT CONSISTS OF REMODELING TWO TOILET ROOMS AND  
DRINKING FOUNTAIN TO MEET CURRENT ACCESSIBLE BUILDING CODE  
REQUIREMENTS.

### CODE SUMMARY CODES USED

- MINNESOTA STATE BUILDING CODE, 2015 EDITION
- 2012 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE  
MINNESOTA STATE BUILDING CODE, WITH AMENDMENTS AND OR  
INTERPRETATIONS
- MINNESOTA STATE BUILDING CONSERVATION CODE FOR EXISTING  
BUILDINGS CHAPTER 1311 WHICH REFERENCES THE INTERNATIONAL  
EXISTING BUILDING CODE, 2012 EDITION
- MINNESOTA ELECTRICAL CODE, CHAPTER 1315
- MINNESOTA ACCESSIBILITY CODE, CHAPTER 1341
- MINNESOTA MECHANICAL CODE, CHAPTER 1346, REFERENCES THE  
INTERNATIONAL MECHANICAL AND FUEL GAS CODE, 2012 EDITION
- MINNESOTA PLUMBING CODE, CHAPTER 4715, REFERENCES THE  
INTERNATIONAL PLUMBING CODE, 2012 EDITION

### OCCUPANCY

- NO CHANGE IN USE IS PLANNED. CURRENT OCCUPANCY USES WILL  
CONTINUE AS FOLLOWS:  
A. A3 - SENIOR CENTER  
B. A3 - LIBRARY  
C. B - POLICE AND FIRE STATION

### TYPE OF CONSTRUCTION

- PER IBC THE TYPE OF CONSTRUCTION FOR THE ABOVE USES IS AS  
FOLLOWS:  
A. TYPE II-B

### AREA

- ACTUAL AREA  
A. LEVEL 1 SENIOR CENTER 3835 SF  
B. LEVEL 1 LIBRARY 5546 SF  
C. LEVEL 1 POLICE STATION 2977 SF  
D. LEVEL 1 FIRE STATION 5831 SF  
E. LEVEL 1 COMMONS 1424 SF  
F. BASEMENT MECHANICAL/STORAGE 1612 SF  
G. MECHANICAL MEZZANINES (2) 742 SF + 1070 SF
- NO CHANGE IN AREA WITH THIS PROJECT.
- BASEMENT ONLY IS SPRINKLED. THIS PROJECT DOES NOT INCLUDE  
ADDITIONAL SPRINKLERS.

REFER TO SHEET C002 FOR MORE INFORMATION

## MATERIALS

	BATT INSULATION
	BITUMINOUS PAVING
	BRICK
	CMU
	CONCRETE
	EXISTING CONSTRUCTION
	FINISHED WOOD OR WOOD STUD PARTITION
	GRAVEL
	GYPSUM
	PLYWOOD
	ROUGH LUMBER
	RIGID INSULATION
	SAND
	SOIL, COMPACTED
	SOIL, UNDISTURBED
	STEEL
	STONE

## SYMBOLS

ROOM 101	ROOM NAME ROOM NUMBER
	DOOR NUMBER
	EXISTING DOOR TO REMAIN
	DETAIL NUMBER DRAWING SHOWN ON
	ELEVATION NUMBER DRAWING SHOWN ON
	ENLARGED PLAN DRAWING SHOWN ON
	REVISION NUMBER REVISE ITEM

## SHEET INDEX

### GENERAL

- G001 TITLE SHEET, SHEET INDEX, ABBREVIATIONS,  
GENERAL NOTES, AND KEY PLAN  
G002 LEVEL ONE CODE PLAN, OCCUPANT LOAD

### ARCHITECTURAL

- A100 DEMOLITION AND REMODELED FLOOR PLANS,  
INTERIOR ELEVATIONS  
A101 REFLECTED CEILING PLAN, ROOM FINISH  
SCHEDULE, & MISC. DETAILS  
A102 INTERIOR ELEVATIONS - TILE PATTERNS, DETAILS

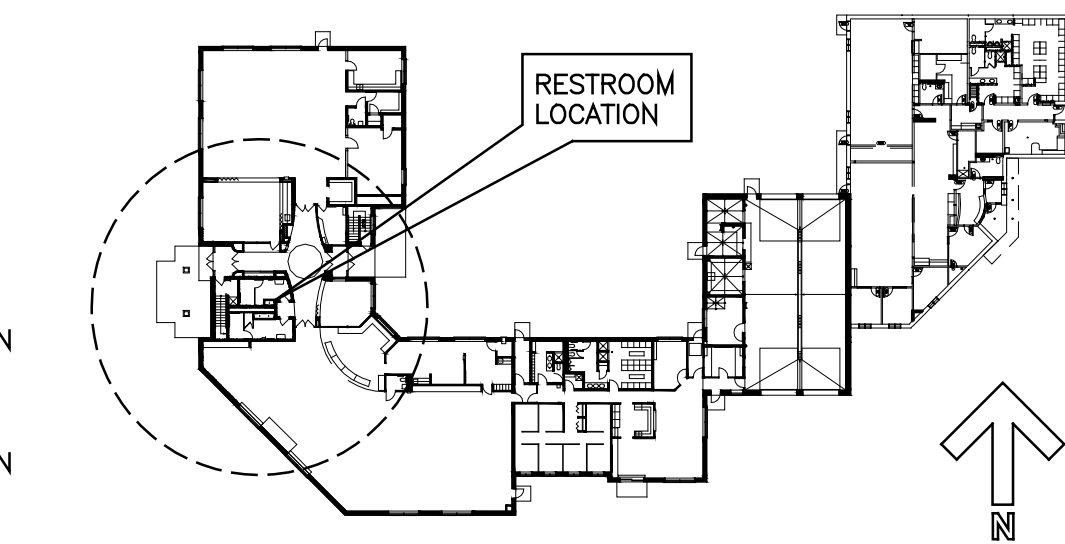
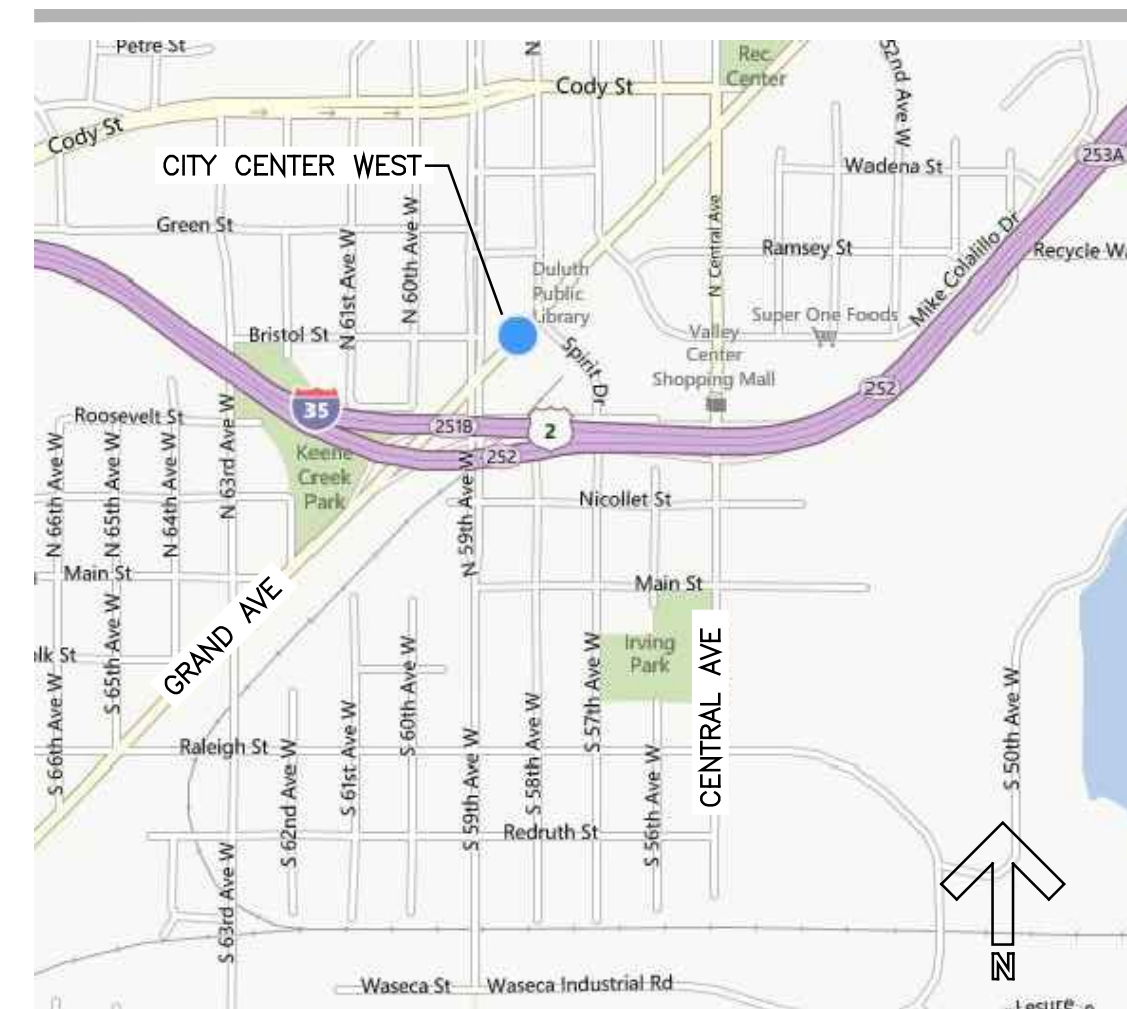
### MECHANICAL

- M100 MECHANICAL PLAN

### ELECTRICAL

- E100 ELECTRICAL PLAN

## LOCATION MAP & PLAN



## GENERAL NOTES

- "GENERAL NOTES" SHALL APPLY TO ALL SHEETS
- THE CONTRACT DOCUMENTS ARE COMPLIMENTARY, AND WHAT IS REQUIRED  
BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS, DIMENSIONS, ETC.  
AND NOTIFY THE ARCHITECT OF ANY CONDITIONS THAT WOULD ADVERSELY  
AFFECT THE WORK.
- THE CONTRACTOR SHALL CONFORM TO MATERIAL MANUFACTURERS'  
STANDARD RECOMMENDATIONS, DETAILS AND INSTALLATION PROCEDURES,  
AND NOTIFY THE ARCHITECT IMMEDIATELY IF THEY ARE IN CONFLICT WITH  
THE CONTRACT DOCUMENTS PRIOR TO PROCEEDING.
- THE OWNER SHALL RETAIN FIRST SALVAGE RIGHTS TO ANY EXISTING  
MATERIAL, EQUIPMENT, ETC. THE CONTRACTOR SHALL VERIFY THOSE ITEMS  
TO BE SALVAGED WITH THE OWNER PRIOR TO THE START OF ANY  
DEMOLITION.
- EXISTING CONSTRUCTION INDICATED TO REMAIN THAT IS DAMAGED OR  
AFFECTED BY THE WORK SHALL BE REPAIRED AND RESTORED TO ITS  
ORIGINAL CONDITION. WHERE EXISTING FINISHES HAVE BEEN DISTURBED,  
AND ARE NOT SPECIFICALLY REFERRED TO IN THE PROJECT MANUAL, THE  
EXISTING MATERIAL SHALL BE REPAIRED OR REPLACED TO MATCH EXISTING,  
AND THE AFFECTED AREA REFINISHED TO LOGICAL TERMINATION POINTS, AS  
DIRECTED BY THE ARCHITECT.
- WHERE A NOTE CALLS FOR INFILL AND/OR PATCHING OF AN EXISTING  
SURFACE, PATCH TO MATCH PLANE AND FINISH OF ADJACENT SURFACES.  
CONTRACTOR SHALL PATCH/REFINISH AFFECTED SURFACES TO THE NEXT  
LOGICAL JOINT OR INTERIOR CORNER.
- WHERE A DETAIL IS TAKEN IN SECTION, THE MATERIAL SHOWN SHALL BE  
CONSIDERED TO BE CONTINUOUS, UNLESS NOTED OTHERWISE.
- FINISHES, TRIM, ETC. SHALL BE SCRIBED AS REQUIRED TO CONFORM TO  
ADJACENT CONSTRUCTION.
- WOOD FRAMING AND BLOCKING CONCEALED IN CEILINGS AND PARTITIONS  
SHALL BE FIRE RETARDANT TREATED.
- SOLID BLOCKING IS TO BE PROVIDED AND INSTALLED AT WALL MOUNTED  
HANDRAILS, GRAB BARS, COUNTER SUPPORT BRACKETS AND OTHER  
MISCELLANEOUS WALL MOUNTED ACCESSORIES, TYPICAL.
- DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS SHALL BE FINISHED  
GRADED AND RECEIVE TOPSOIL, SO.
- CONTRACTOR SHALL TAKE ALL MEASURES TO PROTECT AND SAVE EXISTING  
TREES, SHRUBS, SIDEWALKS, PAVEMENT, LANDSCAPE STRUCTURES NOT  
SCHEDULED FOR REMOVAL.
- CONTRACTOR TO NOTIFY ARCHITECT OF ANY MATERIALS REQUIRING LONG  
LEAD TIMES SO THAT THESE MATERIALS MAY BE ORDERED OR PRE-  
ORDERED TO ENSURE A TIMELY COMPLETION WITHIN THE OWNER'S  
CONSTRUCTION SCHEDULE.
- THIS SET OF DRAWINGS IS FORMATTED FOR A 24 INCH BY 36 INCH SHEET



## CITY OF DULUTH Architects Office

Tari Rayala, AIA  
1532 West Michigan Street  
Duluth, Minnesota 55806  
Office: (218) 730-4434  
Cell: (218) 591-6892

## City Center West Toilet Room Conversion to Accessible Toilet Rooms

PROJECT#: 15-2-TR

5830 Grand Avenue  
Duluth, Minnesota  
55807

## MECHANICAL-ELECTRICAL CONSULTANTS:

## FOSTER JACOBS & JOHNSON INC.

525 LAKE AVENUE SOUTH  
SUITE 222  
DULUTH, MINNESOTA 55802  
(218) 722-3060

NO.	DATE	ISSUE RECORD
1	07/31/15	..BID SET/ CONTRACT DOCUMENTS

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

SIGNATURE:   
PRINTED NAME: RONALD STANIUS  
LIC. NO.: 18104 DATE: JULY 31, 2015

11 East Superior Street, Suite 340  
Duluth, MN 55802  
218.724.8578  
tkda.com

DESIGNED	DRAWN	CHECKED
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## TITLE SHEET


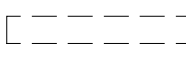
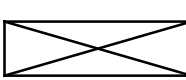
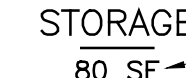
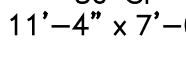

# G001

0015245.005

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DATE PLOTTED: Jul 31, 2015 - 10:01am  
DRAWING PATH: \\s245005\arch\dwg\00CRNT\City Center West Accessible Toilet Renovation 2015\Sheets\G002 LEVEL 1 - CODE PLAN.dwg

#### CODE PLAN SYMBOLS

-  DENOTES SPACE AND OR ROOM/AREA USED TO COMPUTE OCCUPANT LOAD
-  IN LIBRARY: DENOTES APPROXIMATE SIZE, LAYOUT OF THE FOLLOWING: STACKS, DISPLAYS, DISPLAY RACKS, ETC..
-  IN LIBRARY: DENOTES AREA AND OR AREA'S CURRENTLY USED FOR SEATING
-  DENOTES ROOM NAME
-  DENOTES ROOM AREA ROUND OFF - REFER OCCUPANT LOAD MATRIX FOR A MORE ACCURATE AREA
-  DENOTES APPROXIMATE ROOM DIMENSIONS

#### CODE SUMMARY

- CODE SUMMARY
- REFER TO SHEET G001, 'CODE SUMMARY' FOR MORE INFORMATION

#### HISTORY

- FLOOR PLAN LEVEL - CODE PLAN
- 1990 AND OR 2006
    - WHERE THESE NUMBERS ARE IN A DIMENSION, IT INDICATES THE YEAR IN WHICH THE DRAWINGS FOR THE BUILDING AND OR THE PORTION OF THE BUILDING WERE SIGNED AND OR ISSUED.
  - CITY CENTER WEST WAS CONSTRUCTED IN OR AROUND 1990
    - CONSTRUCTED FROM DOCUMENTS PREPARED BY EDWARD SCHAFER AND ASSOCIATES, DATED APRIL 23, 1990
    - AT THE TIME OF CONSTRUCTION THE BUILDING CONTAINED A LIBRARY, SENIOR CENTER AND FIRE HALL
  - CITY CENTER WEST POLICE ADDITION CONSTRUCTED IN OR AROUND 2006
    - CONSTRUCTED FROM DOCUMENTS PREPARED BY SJA ARCHITECTS, DATED MARCH 17, 2006

215'-11" CITY CENTER WEST 1990

74'-0" POLICE STATION ADDITION - 2006

105'-4" EXISTING LIBRARY & SENIOR CENTER

EXISTING FIRE HALL - N.I.C.

EXISTING POLICE - N.I.C.

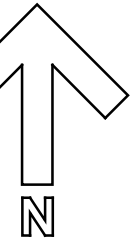
OCCUPANT LOAD FOR SENIOR CENTER AND LIBRARY AREA					
Room Name	Area	Occupants			
		Load Factor	Calculated Load	Load used	
BOOKDROP	25.0 S.F.	100	0.25		
BREAK ROOM	204.4 S.F.	100	2.04		
CIRCULATION	396.2 S.F.	100	3.96	4	
COATS	72.1 S.F.	300	0.24		
COMMONS/CORR	578.9 S.F.				
CONFERENCE	570.5 S.F.	15	38.03	38	
CRAFT	237.4 S.F.	100	2.37	3	
KITCHEN	379.2 S.F.	200	1.90	2	
LIBRARY - SEATING	809.3 S.F.	50	16.19	16	
LIBRARY - STACKS	2987.3 S.F.	100	29.87	30	
LOUNGE/MEETING	241.3 S.F.	15	16.09	16	
MEETING	2150.1 S.F.	5	430.03	430	
MENS	142.7 S.F.	100	1.43		
OFFICE	115.5 S.F.	100	1.16	1	
STORAGE	27.4 S.F.	300	0.09		
STORAGE	16.1 S.F.	300	0.05		
STORAGE	79.5 S.F.	300	0.27		
TOILET	35.5 S.F.	100	0.35		
TOILET	36.0 S.F.	100	0.36		
VESTIBULE	63.4 S.F.				
VESTIBULE	80.1 S.F.				
WOMENS	180.0 S.F.	100	1.80		
WORK ROOM	334.2 S.F.	100	3.34	3	
Total					544

THE TWO TOILET ROOMS IN THE CIRCLES AT THE END OF THIS LEADER ARE DESIGNATED TO BE USED BY THE GENERAL PUBLIC DURING THE CONSTRUCTION OF THIS PROJECT

THIS IS THE APPROXIMATE AREA SCHEDULED FOR WORK

FIXTURE COUNT FOR SENIOR CENTER AND LIBRARY												
ITEM NUMBER	ITEM	MENS			WOMENS			UNISEX		Drinking Fountain		
		Water Closet	Lavatories	Urinals	Water Closet	Lavatories	Urinals	Water Closet	Lavatories			
1	Existing prior to start of project. (1)	1	1	2	1	1	1	2	2	2	1	
2	Required by the building code (2)	1	2	2	1	4	2	2	2	2	1	
3	Scope of work for this project include the following: (4)	1	1	1	1	1	2	2	2	1		
4	Quantity of Fixtures for the Community and Library portions of the existing City Center West building after the scope of the work for this project has been completed (3)	1	1	1	1	1	2	2	2	2	1	
REMARKS												
(1) Water Closets:												
a. Accessible water closets noted under item 1 were constructed in 1990. Accessible toilet stalls in the men's and women's toilet rooms were constructed as ambulatory stalls. Accessible unisex toilet rooms were constructed in 1990 and no work is planned for these rooms under this contract.												
(2) Item 2 above:												
b. The occupant load used in determining the fixture count was calculated using the current building code. Refer to the attached matrix 'Occupant load' for more information.												
c. The occupant load factor used to determine the fixture count required by the Building Code was taken from table 2902.1 and is as follows:												
MALE		Water Closets	Lavatories	Drinking Fountains								
		1 per 125	1 per 200	1 per 500								
FEMALE		Water Closets	Lavatories	Drinking Fountains								
		1 per 65	1 per 200	1 per 500								
(3) Item 4 above:												
a. Men's MISBC, Chapter 1305, Section 1305.2902, Subpart 2 Table 2902.1, Item 3.L, allows for urinals to be substituted for up to 67% of the water closets. One urinal will be installed in the Men's Toilet Room.												
b. Drinking Fountain: Note is to be accessible.												
c. The fixture count in this item meets or exceeds those that are required by the Building Code. The following is a summary of the count:												
Water Closets		5										
Urinals		1										
Lavatories		5										
Drinking Fountain		1										
(4) Item 3 above:												
a. Accessible water closets compartments noted under this item shall be constructed as per the current building code.												

0 5'-4" 10'-8" 21'-4"



1 FLOOR PLAN LEVEL ONE - CODE PLAN  
3/32" = 1'-0"



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DULUTH, MINNESOTA 55802  
(218) 722-3060

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SIGNATURE:   
PRINTED NAME: RONALD STANIUS  
LIC. NO.: 18104 DATE: JULY 31, 2015

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DESIGNED DRAWN CHECKED

LEVEL 1 - CODE PLAN

# G002

0015245.005

DATE PLOTTED: Jul 31, 2015 - 10:02am  
DRAWING PATH: c:\Users\laurap\appdata\local\temp\acPublish\_4104\A100 Floor Plans, interior elevations.dwg

DATE PLOTTED: Jul 31, 2015 - 10:02am  
DRAWING PATH: c:\Users\laurap\appdata\local\temp\acPublish\_4104\A100 Floor Plans, interior elevations.dwg

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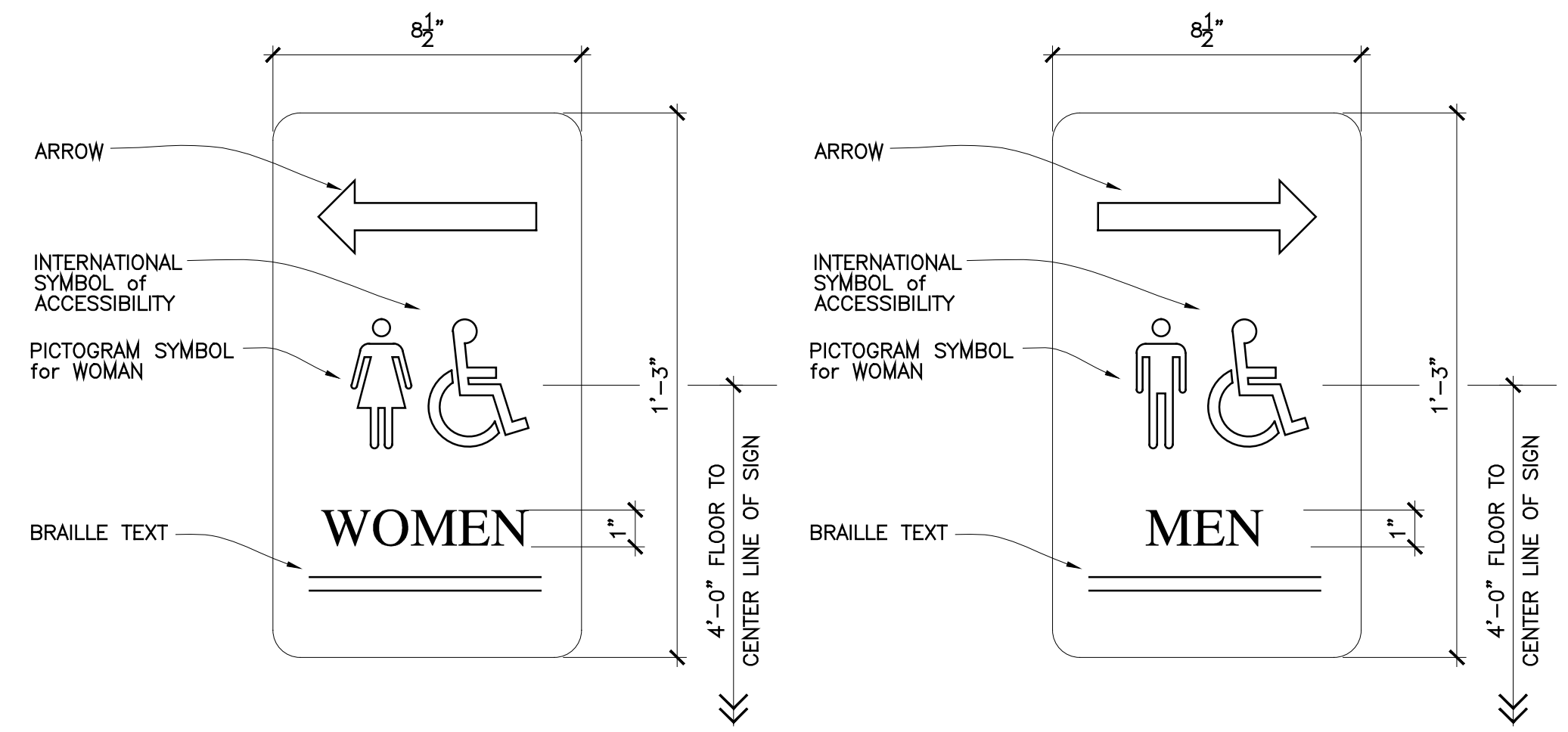
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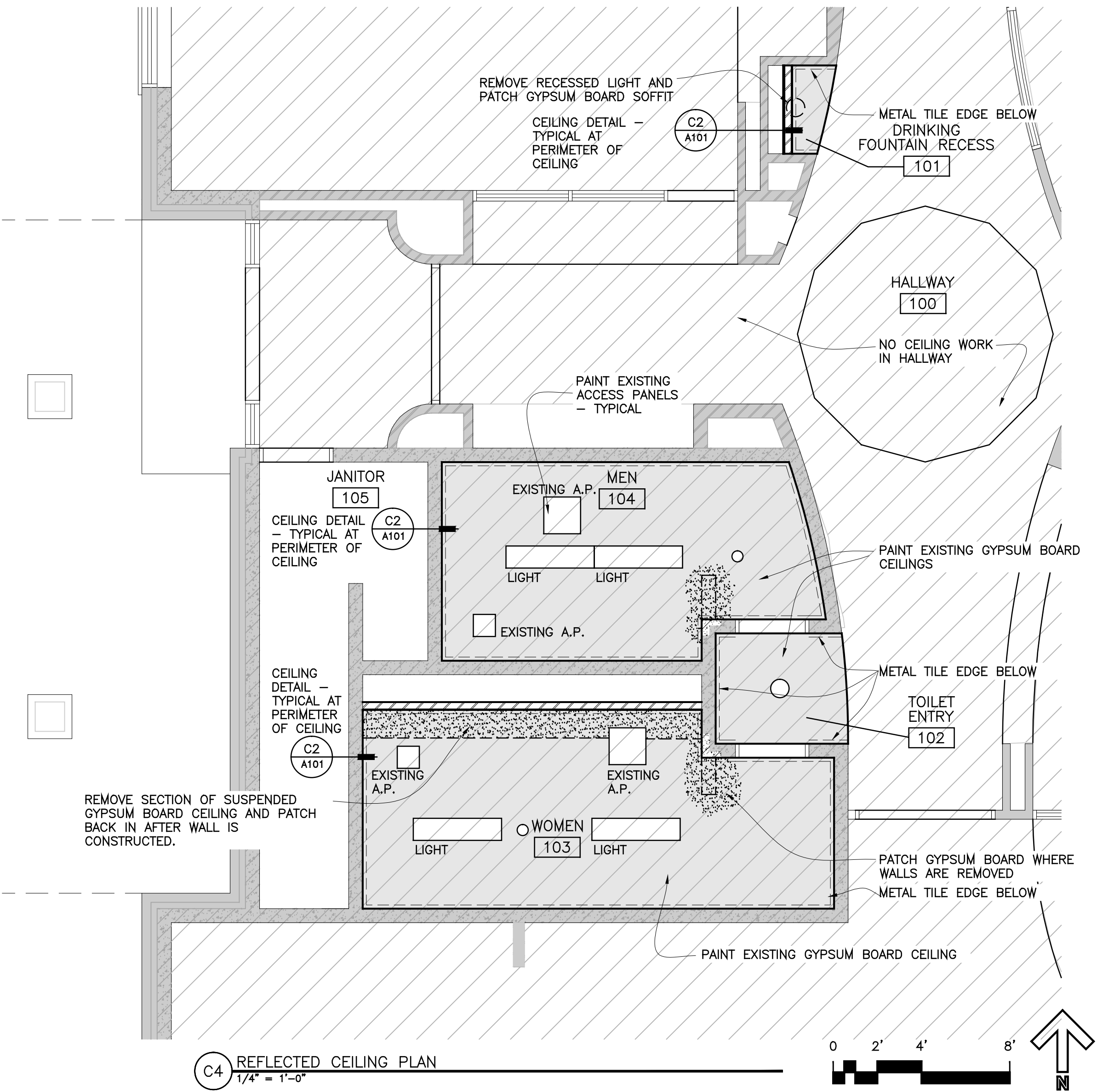
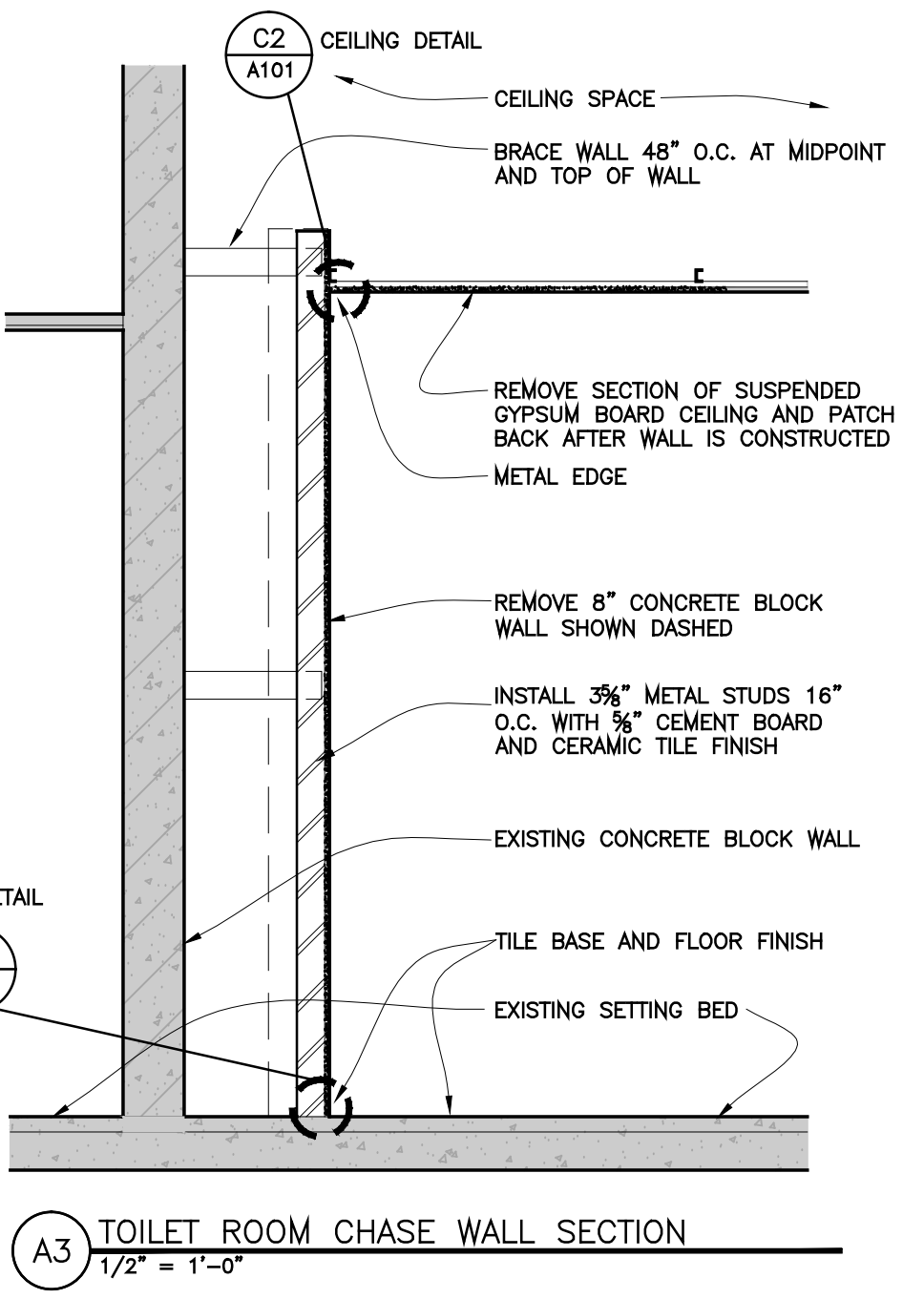
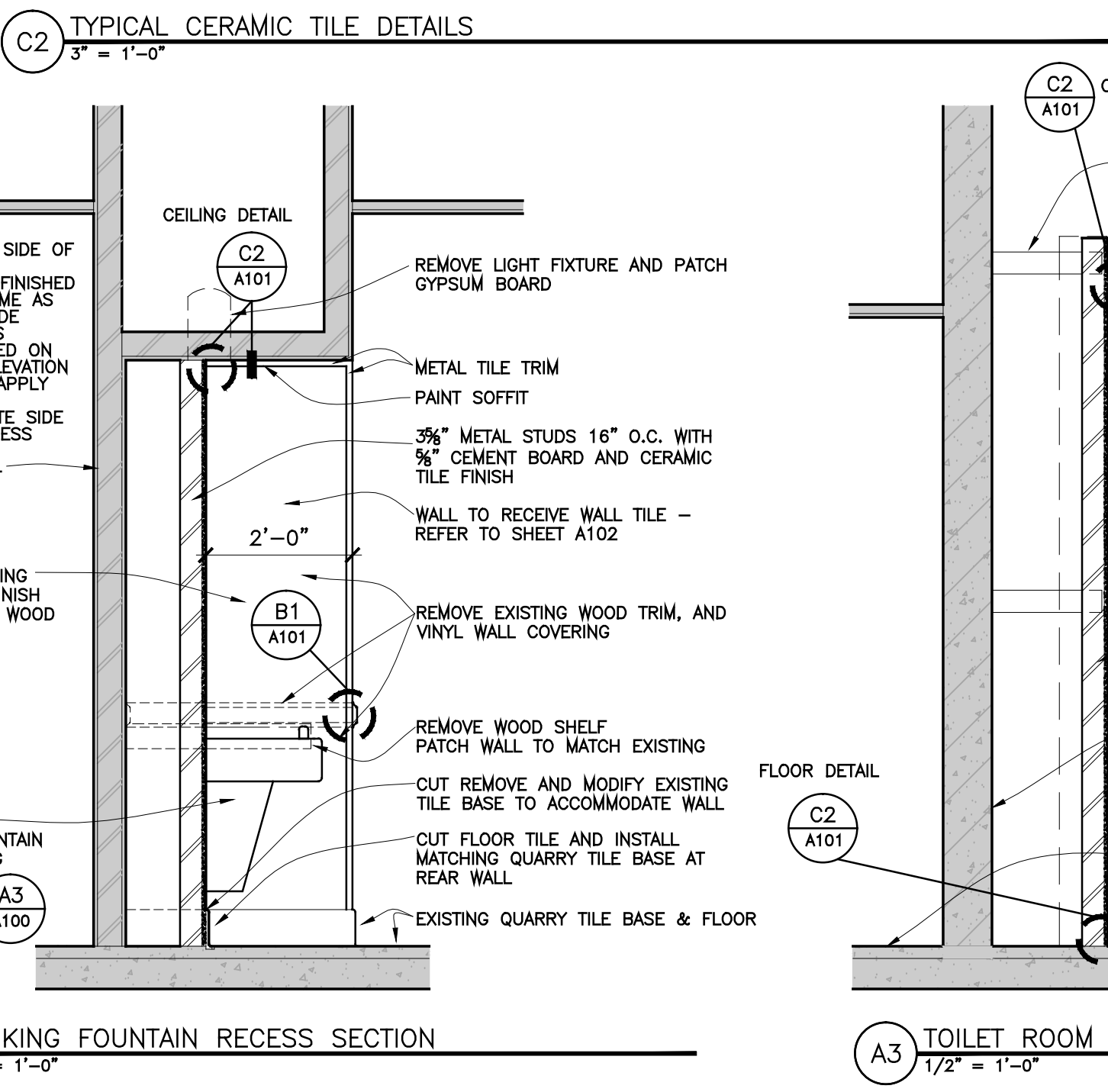
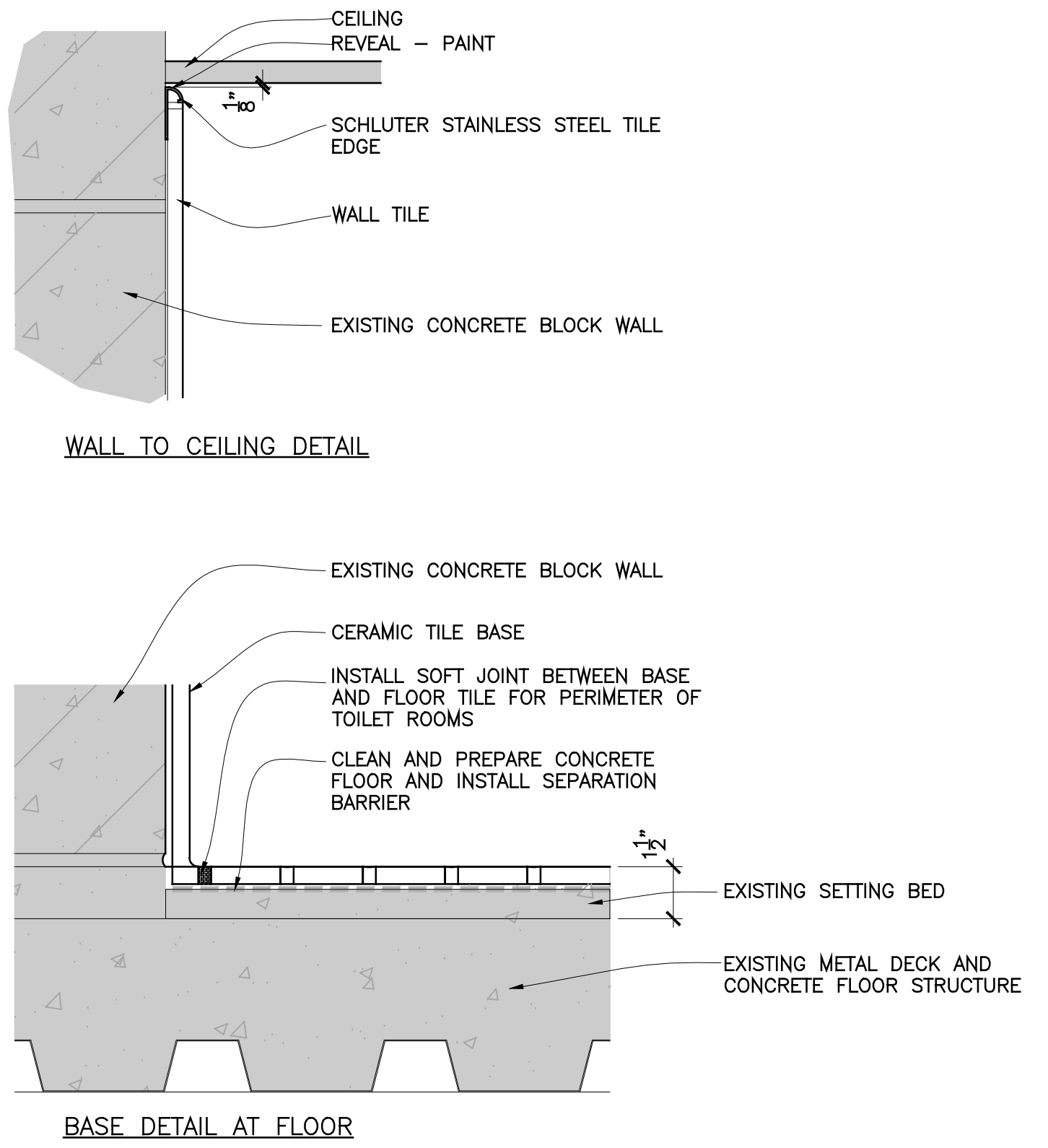
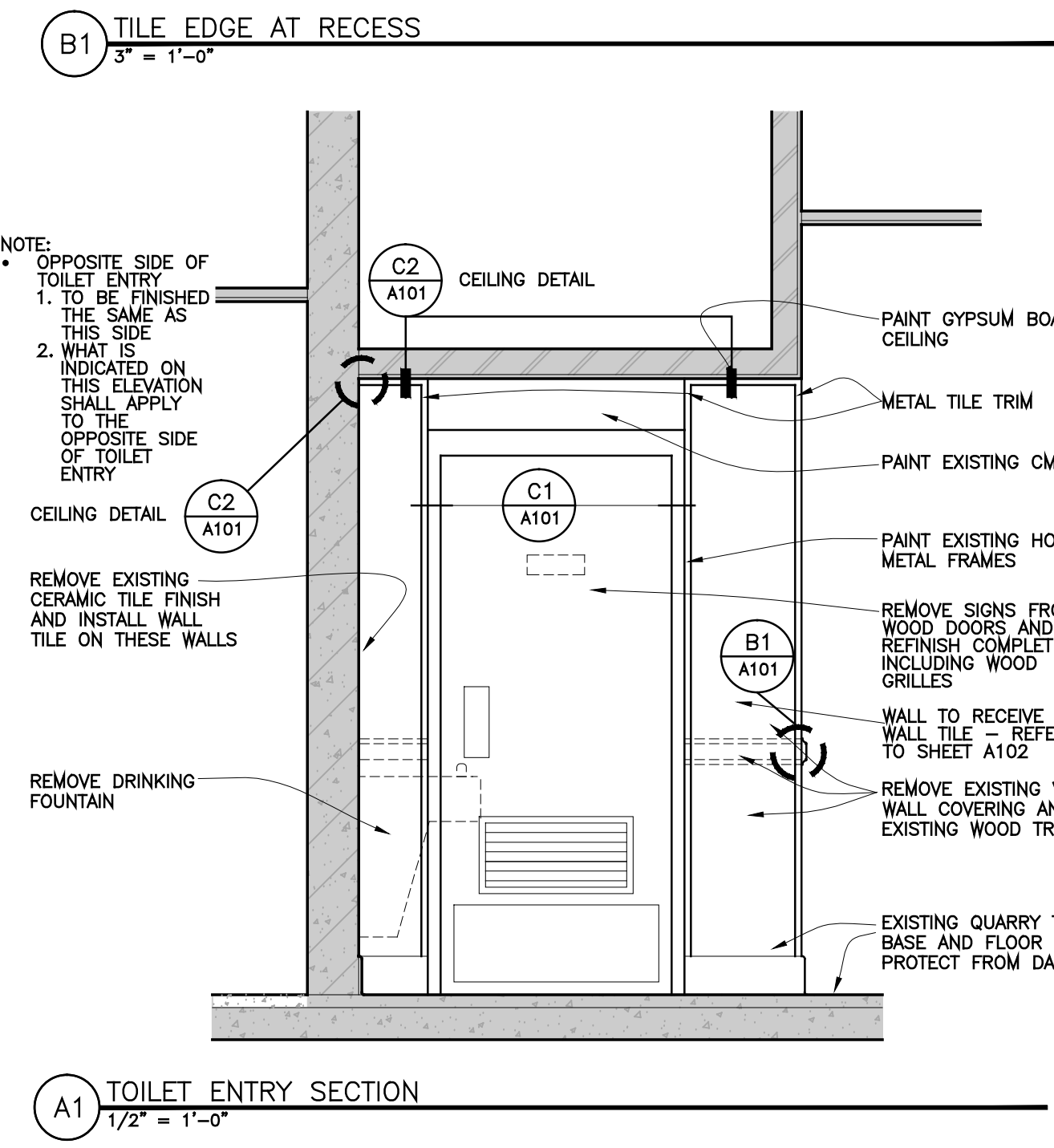
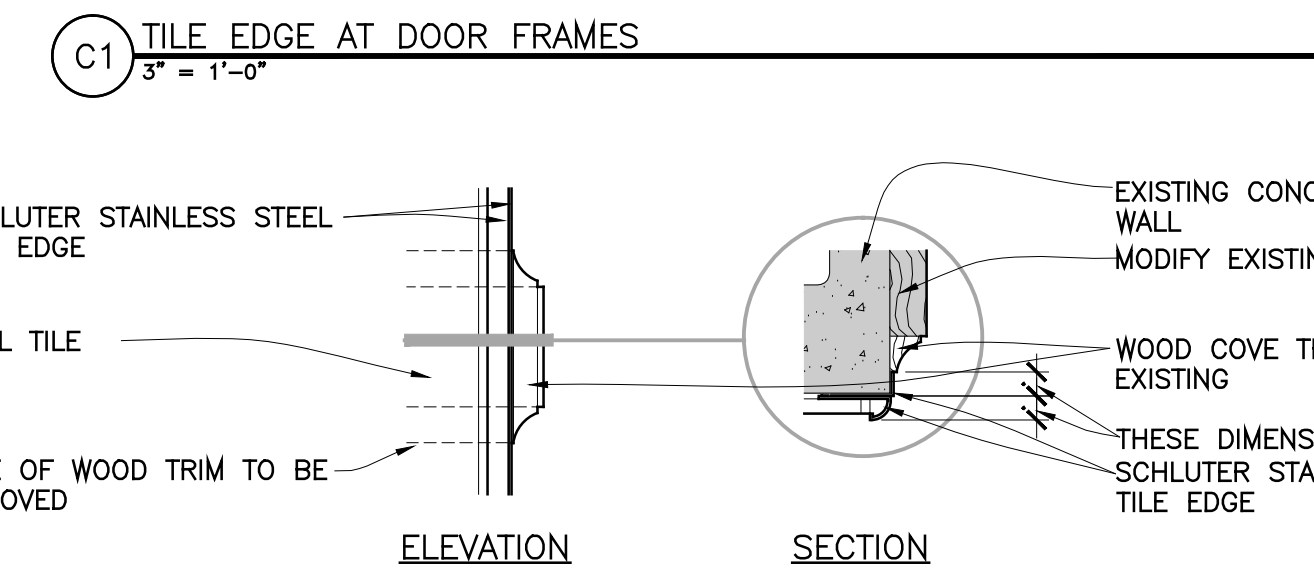
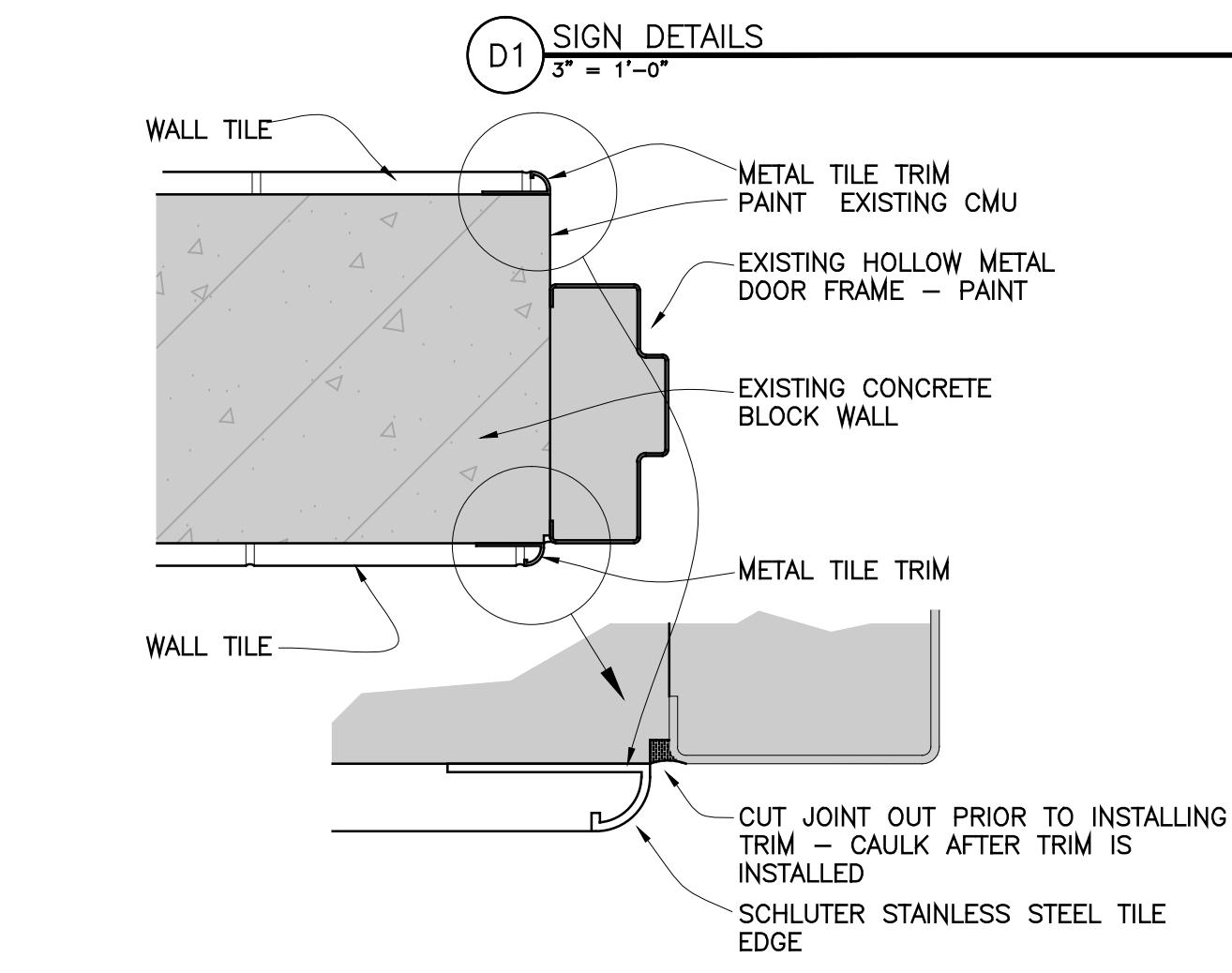
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

REFLECTED CEILING PLAN, FINISH SCHEDULE, MISCELLANEOUS DETAILS.dwg

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- SIGN NOTES:**
1. SIGNS TO BE SOLID PLASTIC WITH SUBSURFACE VINYL GRAPHICS.
  2. FONT TO BE CARLSON ADBOLD. THE FONT STYLE NOTED WAS TAKEN FROM GEMINI INCORPORATED, 103 MENSING WAY, CANNON FALLS, MN PHONE: 1-800-LETTERS
  3. TEXT and BACKGROUND COLORS as SELECTED by ARCHITECT FROM the MANUFACTURER'S FULL RANGE of COLORS.
  4. RADIUS ALL CORNERS, TYPICAL.
  5. SIGNS SHALL MEET the REQUIREMENTS of the UNIFORM FEDERAL ACCESSIBILITY CODE (UFAS) and the BUILDING CODE for ACCESSIBLE SIGNS.
  6. TEXT, PICTOGRAM and/or SYMBOLS SHALL be RAISED to MEET the REQUIREMENTS of the BUILDING CODE.
  7. PROVIDE ONE SIGN EACH AT TOILET ROOMS. SEE ELEVATION B4/A100 FOR SIGN LOCATIONS.



ROOM FINISH SCHEDULE									
Room Name	Floor Finish	Base	Wall	Ceiling	Ceiling Height	Remarks - Numbers listed in this column are referenced from 'Room Finish Schedule Notes'			
Hallway 100	Tile (Refer to Interior Material Schedule - Sheet A102)	Existing Quarry Tile - Patch	Existing Quarry Tile	Existing CMU	10'-0"	No new finishes this room.			
Drinking Fountain Recess 101					8'-0"	1,2,3,4,6,7			
Toilet Entry 102					7'-4"	1,2,3,4,6,7			
Women 103					9'-0"	5, 6			
Men 104					8'-7"	5, 6			
Janitor 105					None	No new finishes this room.			

- Room Finish Schedule Notes:**
- General Notes:**
- A. Paint all exposed mechanical/electrical equipment in rooms to schedule receive finishes.
  - B. Paint hollow metal door frames at toilet entrances.
  - C. Refinish toilet room wood doors.
  - D. If due to contractor operations existing finishes are damaged, patch at no cost to owner.
- Keyed notes from Remarks column:**
- 1 Patch quarry tile floor and base to match existing.
  - 2 Install wall tile on all walls of recess and toilet entry. Refer to Sheet A102 for more information.
  - 3 Remove existing vinyl wall covering from all walls of recess and toilet entry.
  - 4 Prepare concrete block and fill joints for application of wall finish
  - 5 Remove sections of suspended gypsum board ceilings as necessary to carry out wall demolition. Patch back after walls are constructed. Where existing light fixtures have been removed; sand, prep
  - 6 Prepare concrete block and fill joints for application of tile.
  - 7 Wood trim to be finished to match existing adjoining wood trim.

**CITY OF DULUTH**  
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Tari Rayala, AIA  
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Cell: (218) 591-6892

City Center West  
Toilet Room Conversion  
to Accessible Toilet Rooms  
PROJECT#: 15-2TR  
5830 Grand Avenue  
Duluth, Minnesota  
55807

**MECHANICAL-ELECTRICAL  
CONSULTANTS:**

**FOSTER JACOBS &  
JOHNSON INC.**  
525 LAKE AVENUE SOUTH  
SUITE 222  
DULUTH, MINNESOTA 55802  
(218) 722-3060

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1	07/31/15	..BID SET/ CONTRACT DOCUMENTS

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LIC. NO.: 18104  
DATE: JULY 31, 2015

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Duluth, MN 55802  
218.724.8578  
tkda.com

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**CEILING PLAN FINISH  
SCHEDULE MISC:  
DETAILS**

**A101**

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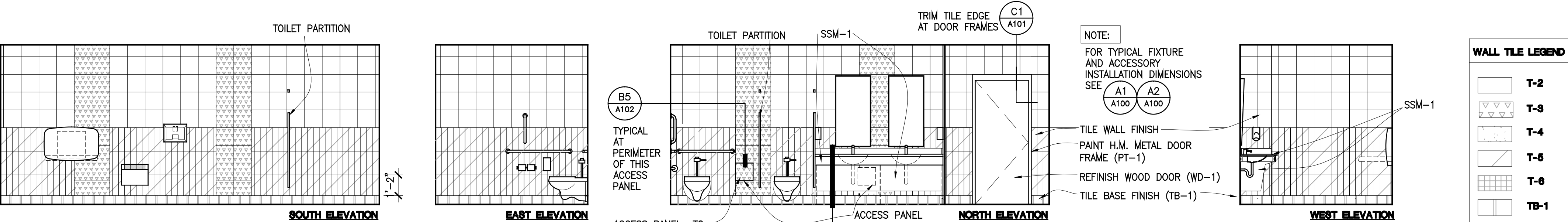
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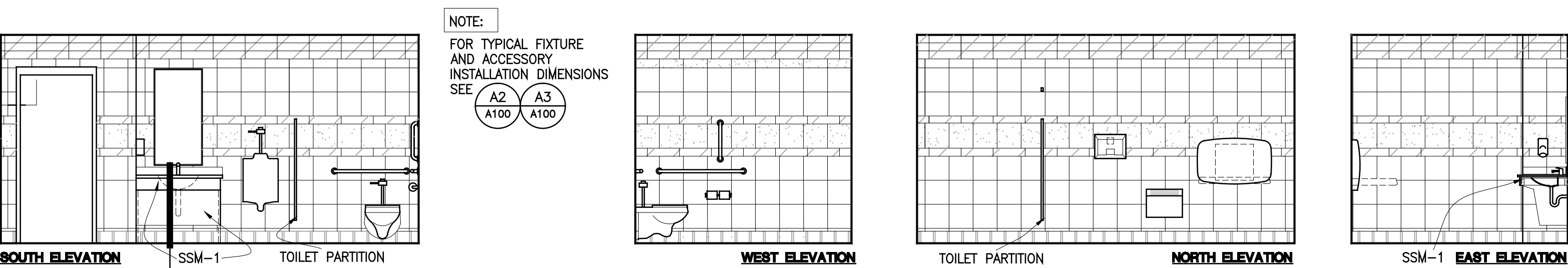
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DATE PLOTTED: Aug 05, 2015 - 9:37am  
DRAWING PATH: k:\3-1\15245005\arch\dwgs\000CRN\City Center West Accessible Toilet Renovation 2015\Sheets\A102 INTERIOR ELEVATIONS WALL TILE PATTERNS.dwg

INTERIOR MATERIAL SCHEDULE						
CODE TAG	MATERIAL	MANUFACTURER	SERIES	COLOR/ FINISH	DIMENSIONS	REMARKS
FLOOR						
T-1	TILE- FLOORING	DAL TILE	KEYSTONES FIELD TILE	URBAN PUTTY SPECKLE	2" X 2" THICKNESS: 1/4"	
BASE						
TB-1	TILE BASE	DAL TILE	KEYSTONES BUILD-UP BASE MB-5A	URBAN PUTTY SPECKLE	6" HIGH	
WALLS						
T-2	TILE- WALL	DAL TILE	COLOUR SCHEME	UPTOWN TAUPE	12" X 12" THICKNESS: 5/16"	MAIN WALL TILE
T-3	TILE- WALL	DAL TILE	COLOUR SCHEME	BERRY	12" X 12" THICKNESS: 5/16"	WOMENS RESTROOM ACCENT ONLY
T-4	TILE- WALL	DAL TILE	COLOUR SCHEME	SUNBEAM	12" X 12" THICKNESS: 5/16"	MEN'S RESTROOM ACCENT ONLY
T-5	TILE- WALL	DAL TILE	LILLIS	GLOSS IVORY	4" X 16" THICKNESS: 5/16"	ACCENT WALL TILE
T-6	TILE- WALL	DAL TILE	KEYSTONES BLENDS	MIRAGE - DK11	1"X1"	ACCENT WALL TILE
PT-1	PAINT- ACCENT	SHERWIN WILLIAMS		STICKS & STONES 7503		RESTROOM DOOR FRAME (INTERIOR ONLY)
PT-2	PAINT- ACCENT	BENJAMIN MOORE	AFFINITY COLORS	DEEP IN THOUGHT AF-30		DOOR FRAME COLOR (CORRIDOR ONLY)
CEILING						
PT-3	PAINT-ACCENT	SHERWIN WILLIAMS		USEFUL GRAY 7050		CEILING ACCENT
PT-4	PAINT-CEILING	BENJAMIN MOORE	COLOR PREVIEW	RACCON FUR 2126-20		MAIN CEILING PAINT
MILLWORK						
SSM-1	SOLID SURFACING	CORIAN	GROUP B- SELECT SERIES	LINEN		RESTROOM LAV. COUNTER
WD-1	WOOD STAIN			CUSTOM STAIN TO MATCH ARCHITECT'S SAMPLE		WOOD DOOR STAIN FINISH
MISCELLANEOUS						
	RESTROOM PARTITIONS	SOLID PARTITIONS	STANDARD	SLATE		



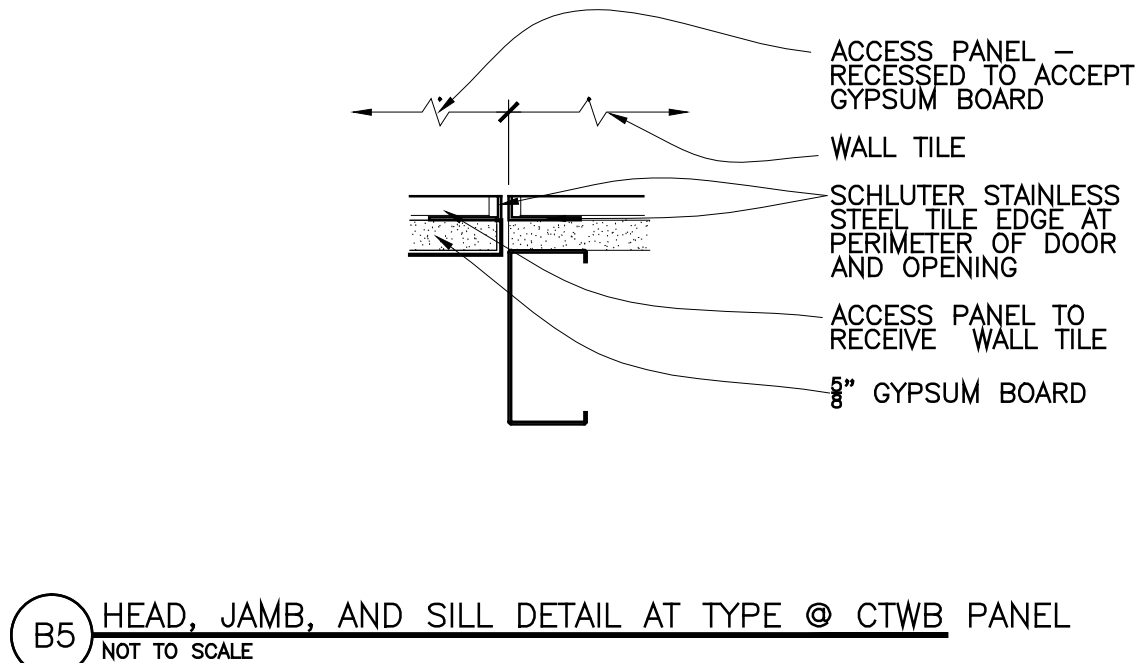
C1 WOMENS TOILET ELEVATIONS  
1/4" = 1'-0"



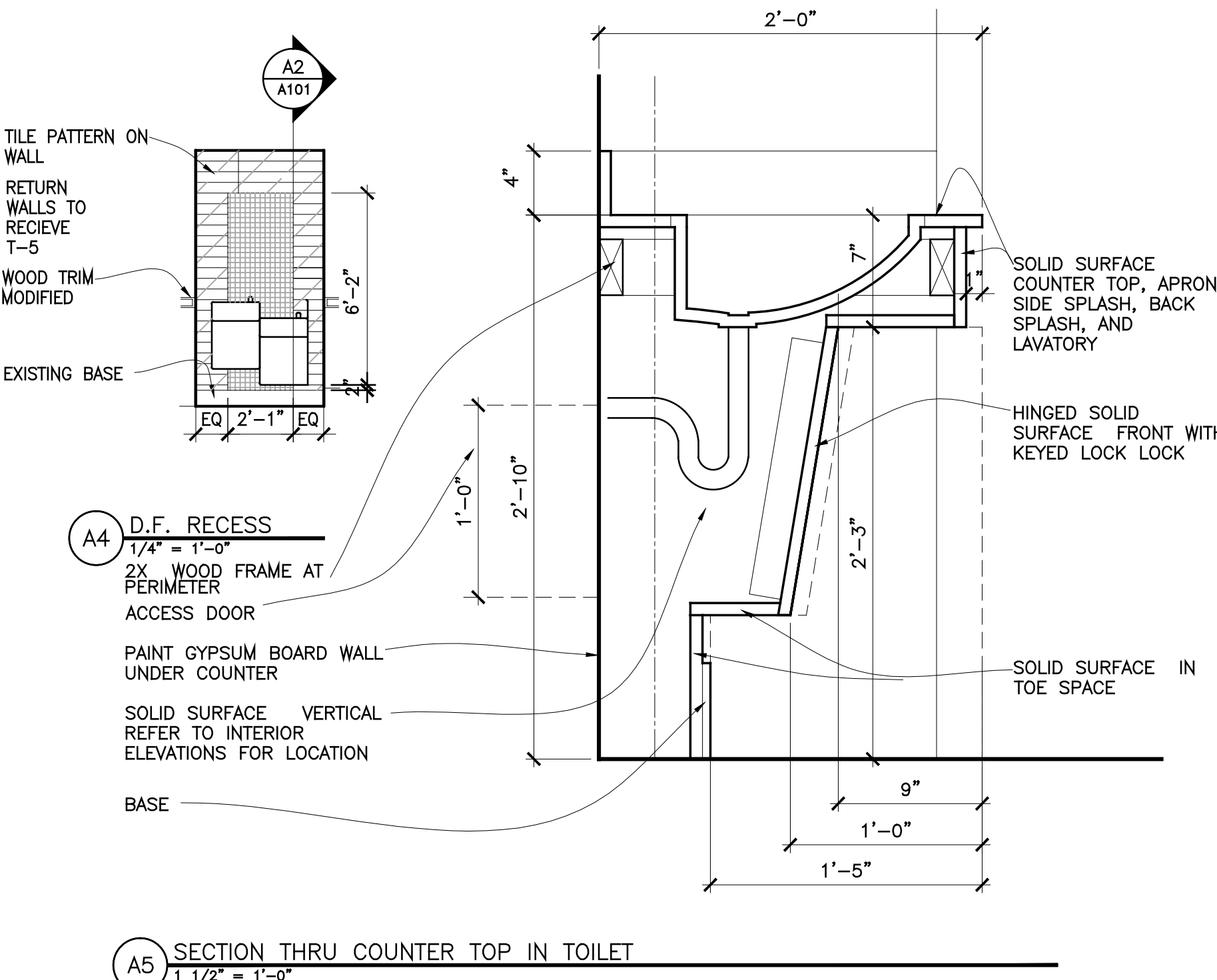
B1 MENS TOILET ELEVATIONS  
1/4" = 1'-0"

NOTES

- INTERIOR ELEVATIONS B4 AND A4:
  - THE WALLS RUNNING PERPENDICULAR TO THE ELEVATED WALL SHALL RECEIVE WALL TILE T5, AND THE COURSING SHALL MATCH THE COURSING ON THE ELEVATED WALL. THE T6 WALL TILE INDICATED ON THE ELEVATED WALL IS NOT REQUIRED ON THE WALLS RUNNING PERPENDICULAR.
- INTERIOR ELEVATIONS
  - FOR FIXTURE LOCATIONS AND ACCESSORY LOCATIONS REFER TO SHEET A100
  - FOR ACCESSORY SIZES REFER TO SHEET A 100 AND THE PROJECT MANUAL
- SECTION A5:
  - SOLID SURFACE FRONTS A. TO BE HINGED ON THE BOTTOM
  - SOLID SURFACE FRONTS TO HAVE A MAXIMUM HORIZONTAL DIMENSION OF 3'6". EACH SECTION SHALL HAVE THREE LOCKS AT TOP OF THE SECTION, ONE AT EACH SIDE AND ONE AT MID POINT. EACH SECTION TO HAVE A MINIMUM OF FIVE HINGES.



B5 HEAD, JAMB, AND SILL DETAIL AT TYPE CTWB PANEL  
NOT TO SCALE



A5 SECTION THRU COUNTER TOP IN TOILET  
1 1/2" = 1'-0"



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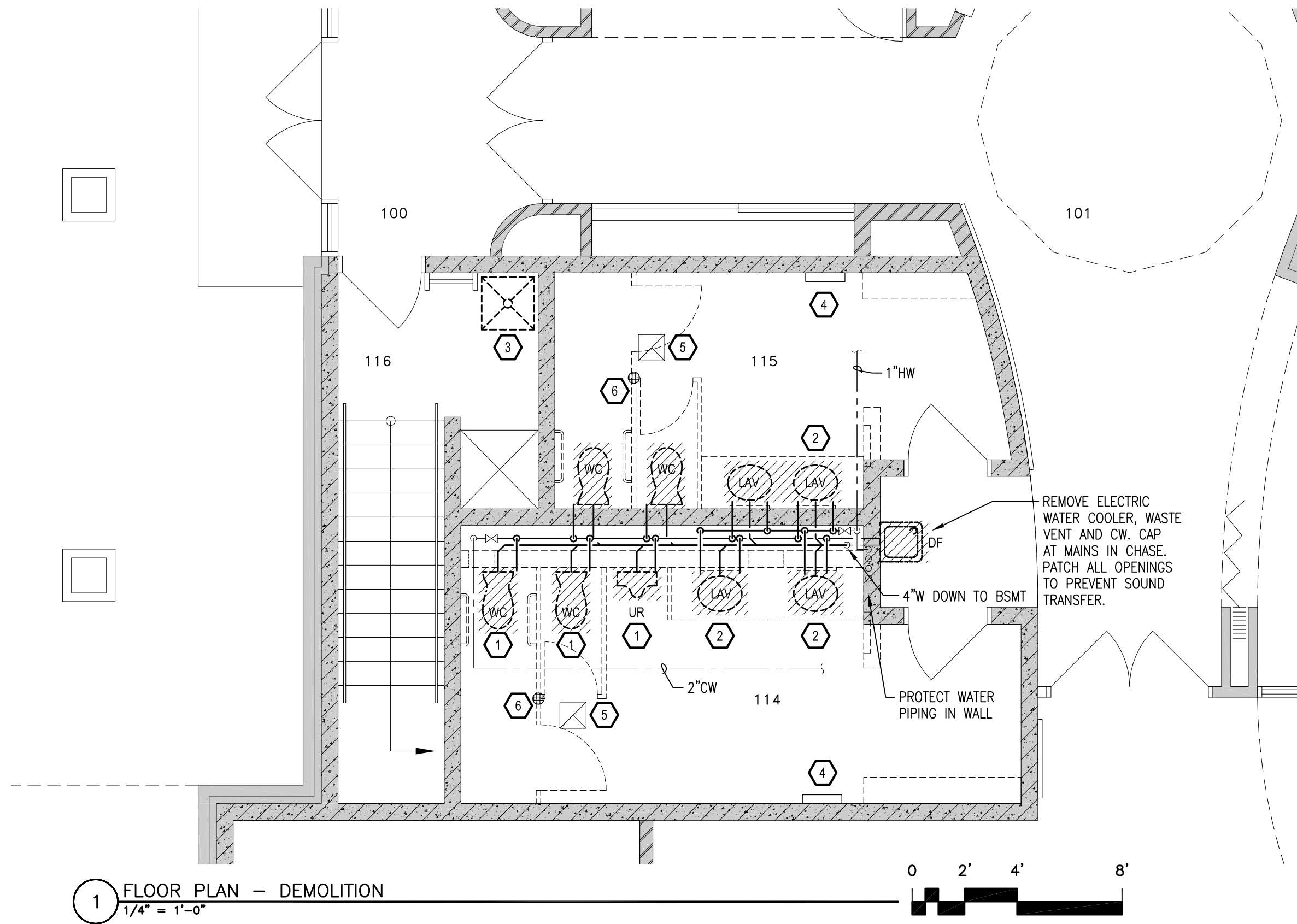
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INTERIOR  
ELEVATIONS WALL  
TILE PATTERNS

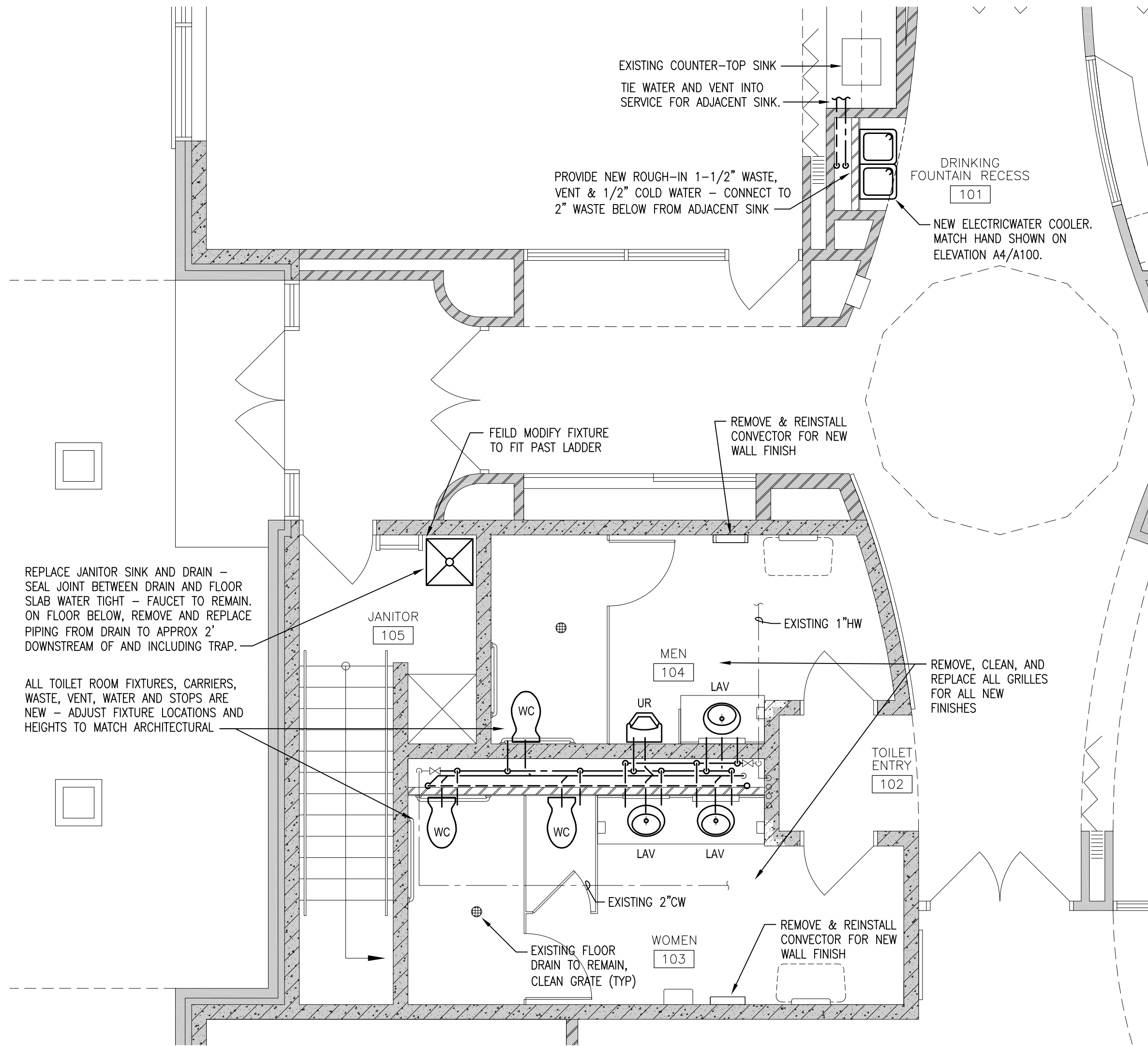
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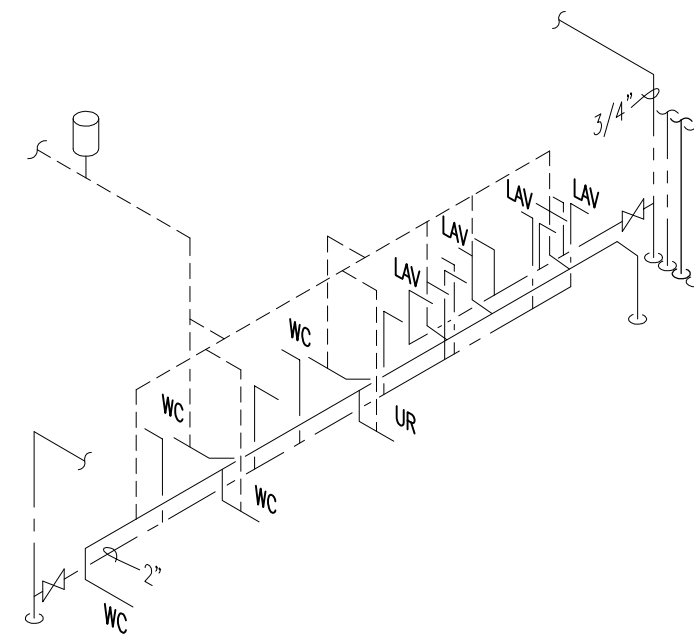
1 FLOOR PLAN - DEMOLITION  
1/4" = 1'-0"



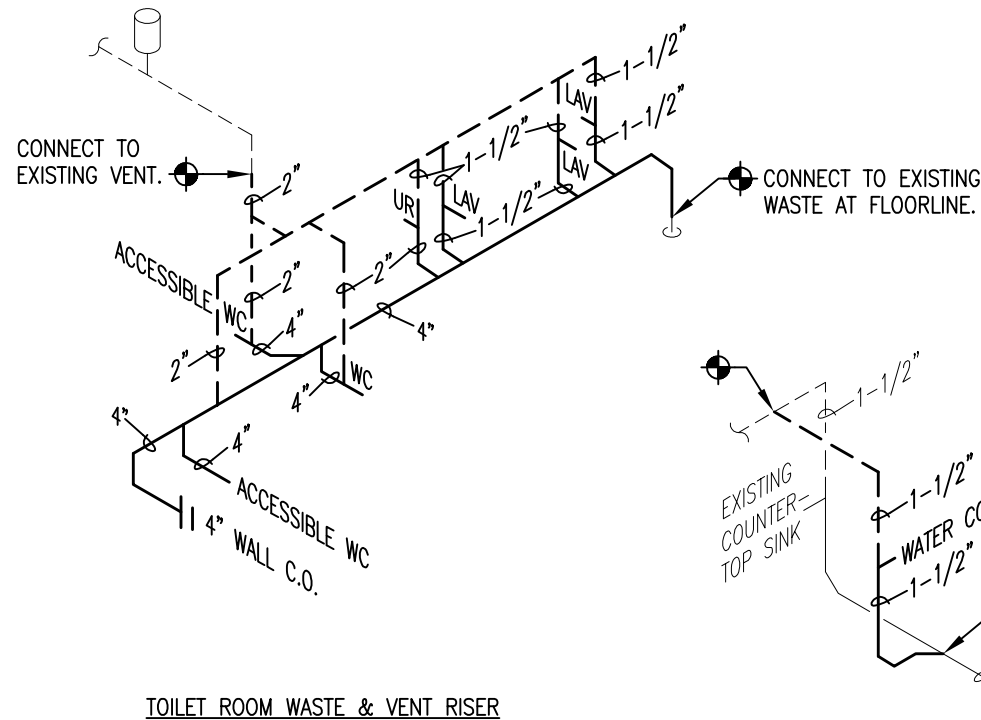
2 FLOOR PLAN  
1/4" = 1'-0"

#### Demolition Keyed Notes:

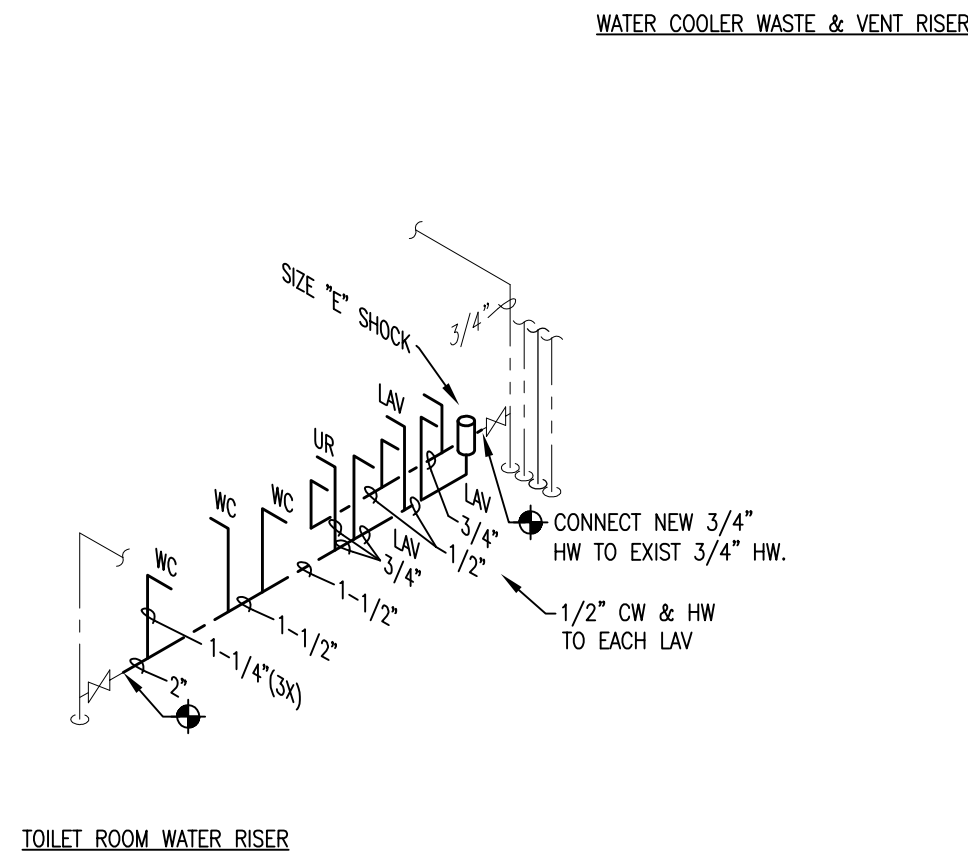
1. REMOVE FIXTURE, CARRIER, ROUGH-IN (HORIZONTAL CARRIER) - REMOVE WATER BACK TO SHUTOFF, VENT UP TO FIVE FEET.
2. REMOVE FIXTURE, WASTE, VENT, & WATER ROUGH-IN.
3. REMOVE FIXTURE BOWL AND DRAIN. REMOVE AND REINSTALL FAUCET. ENSURE TIGHT CONNECTIONS.
4. CONVECTOR TO REMAIN.
5. EXHAUST GRILLE TO REMAIN.
6. FLOOR DRAIN TO REMAIN.



EXISTING PLUMBING RISER



TOILET ROOM WASTE & VENT RISER



WATER COOLER WASTE & VENT RISER

TOILET ROOM WATER RISER

3 RISERS  
NO SCALE

#### Mechanical Specification:

##### 1. GENERAL PROVISIONS

A. ALL CONDITIONS REFERENCED BY THE BIDDING DOCUMENTS ARE APPLICABLE TO THE MECHANICAL & ELECTRICAL WORK. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH EXISTING SITE CONDITIONS PRIOR TO BIDDING. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL CODES AND STANDARDS. ALL EQUIPMENT, UNLESS SPECIFICALLY INDICATED OTHERWISE, SHALL BE NEW, WITH WORKMANSHIP FIRST CLASS IN EVERY RESPECT. ALL WORK TO BE GUARANTEED FOR ONE (1) FULL YEAR AFTER SUBSTANTIAL COMPLETION. MECHANICAL & ELECTRICAL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES. ALL FEES AND PERMITS ASSOCIATED WITH THE MECHANICAL & ELECTRICAL WORK ARE TO BE PAID BY THE CONTRACTOR. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING EQUIPMENT. INSTRUCT THE OWNER IN PROPER OPERATION AND ROUTINE MAINTENANCE OF NEW SYSTEMS. SUBMIT O & M MANUALS AND "RECORD" DRAWINGS AT PROJECT COMPLETION.

##### 2. BASIC MATERIALS & METHODS

###### A. PIPING SHALL BE AS FOLLOWS:

DOMESTIC WATER - TYPE "L" HARD COPPER WITH WROUGHT COPPER FITTINGS AND LEAD-FREE SOLDER JOINTS, OR PRO-PRESS.

ABOVE-GROUND WASTE & VENT - SCHEDULE 40 PVC, OR NO-HUB CAST IRON.

B. ALL PIPING SHALL BE ADEQUATELY SUPPORTED FROM BUILDING STRUCTURE. ALL EXPOSED PIPING IN FINISHED AREAS SHALL BE PROVIDED WITH ESCUTCHEON PLATES AT FLOOR, WALL OR CEILING.

C. PROVIDE UNIONS AT EQUIPMENT TO FACILITATE REMOVAL.

D. PROVIDE SUPPORTS FOR ALL WALL MOUNTED OR SUSPENDED EQUIPMENT.

E. ALL NEW PIPING TO BE INSTALLED SUBSTANTIALLY AS INDICATED ON THE DRAWINGS, GRADED FOR DRAINAGE AND/OR AIR ELIMINATION.

F. ALL NEW EQUIPMENT SHALL BE CLEANED PRIOR TO COMPLETION. ALL CUTTING AND PATCHING OF EXISTING CONSTRUCTION SHALL BE BY THE CONTRACTOR REQUIRING SAME, WITH PATCHING TO MATCH EXISTING CONDITIONS, TO THE SATISFACTION OF THE ARCHITECT.

G. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL FIRE AND SAFETY PROCEDURES, INCLUDING COMPLIANCE WITH OSHA REGULATIONS.

H. ALL PIPING SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH GOVERNING CODES. FINAL BALANCE AND ADJUSTMENT SHALL RESULT IN A TOTALLY COMPLETE AND PROPERLY OPERATING MECHANICAL SYSTEM.

##### 3. INSULATION

A. ALL INSULATION MATERIALS SHALL HAVE THE APPROPRIATE FIRE HAZARD RATINGS OF:

FLAME SPREAD 25, OR LESS  
SMOKE DEVELOPED 50, OR LESS

B. INSULATION ON DOMESTIC WATER PIPING SHALL BE 1" RIGID FIBERGLASS WITH ALL PURPOSE JACKET.

##### 4. PLUMBING

A. EXTENSION OF EXISTING DOMESTIC WATER, WASTE, AND VENT PIPING SHALL BE AS INDICATED ON THE DRAWINGS. DISINFECT ALL NEW DOMESTIC WATER PIPING IN ACCORDANCE WITH HEALTH DEPARTMENT REQUIREMENTS. PROVIDE CLEANOUTS AS INDICATED ON THE DRAWINGS, WITH ACCESSORIES AS REQUIRED, MANUFACTURED BY JOSAM, WADE, ZURN, J.R. SMITH, ANCON, OR EQUAL. PROVIDE PLUMBING FIXTURES AS FOLLOWS, INSTALLED AS PER CODE, COMPLETE WITH ALL NECESSARY TRIM:

WATER CLOSETS - WALL HUNG, VITREOUS CHINA, ELONGATED, SIPHON JET, 1.28 GAL/FLUSH, TOP-SPUD, AMERICAN STANDARD 3351.001, WITH SENSOR-OPERATED HARD-WIRED FLUSH VALVE EQUAL TO ZURN ZEM6000AV-HET WITH MANUAL OVERRIDE (SENSOR RECESSED IN WALL). PROVIDE EACH FIXTURE WITH AN ADJUSTABLE WALL CARRIER, AND A HEAVY DUTY WHITE, SOLID PLASTIC SEAT WITH OPEN FRONT, STAINLESS BOLTS, LESS COVER, WITH CONCEALED SELF-SUSTAINING CHECK HINGES. HANDICAPPED FIXTURES TO BE MOUNTED WITH SEAT 17" OFF THE FLOOR.

URINALS - WALL HUNG VITREOUS CHINA, HIGH-EFFICIENCY, ZURN Z-5798, WITH SENSOR-OPERATED HARD-WIRED FLUSH VALVE EQUAL TO ZURN ZEM6000AV-WS1, 1/8 GAL/FLUSH, (SENSOR RECESSED IN WALL). HANDICAPPED FIXTURES TO HAVE LIP MOUNTED 17" OFF THE FLOOR.

LAVATORY - BOWL PROVIDED WITH COUNTER-TOP BY OTHERS. PROVIDE TRIM AS FOLLOWS: SENSOR-OPERATED HARD-WIRED FAUCET, ZURN Z-6915-CWB, WITH 1/2 GPM VANDAL RESISTANT AERATOR, AND THERMOSTATIC MIXING VALVE (ADJUSTABLE) FOR EACH FAUCET, GRID STRAINER, 17 GAUGE CHROME PLATED BRASS TRAP/WASTE, WITH CHECKS, LOOSE KEY STOPS, AND PIPE WRAP.

WATER COOLER - WALL HUNG, DUAL-HEIGHT, REFRIGERATED, EQUAL TO OASIS MODEL P8EBFSL, OR APPROVED EQUAL, WITH NOMINAL 8 GPH CAPACITY, STAINLESS STEEL BASIN, FRONT AND SIDE PUSH-PADS, VINYL-ON-STEEL CABINET, FLEXIBLE GUARD ON BUBBLER, 1/4HP, 120V. PROVIDE STOPS, TRAPS, STRAINERS, FLEXIBLE CONNECTIONS AND WALL SUPPORTS, WITH BOTTLE FILLER.

JANITOR'S SINK - 24"x24"x10" HIGH WHITE MOLDED STONE, FLOOR MOUNTED, WITH ONE INCH WIDE SHOULDERS, VINYL BUMPER GUARD, STAINLESS STEEL STRAINER AND STAINLESS STEEL BACK SPLASH ON ADJOINING WALLS-MAXIMUM 10 INCH HEIGHT.

PROVIDE HARDWIRE POWER CONVERTER 7.6VDC EQUAL TO ZURN MODEL P6000-PW6 IN CHASE BEHIND ACCESS PANEL. POWER CONVERTER TO BE WIRED BY ELECTRICAL CONTRACTOR.

PROJECT LOCATION

KEYPLAN  
NOT TO SCALE



#### CITY OF DULUTH

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SIGNATURE:

PRINTED NAME: Charles F. Jacobs

LIC. NO.: 22089

DATE: 7/31/15



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Duluth, MN 55802

218.724.8578

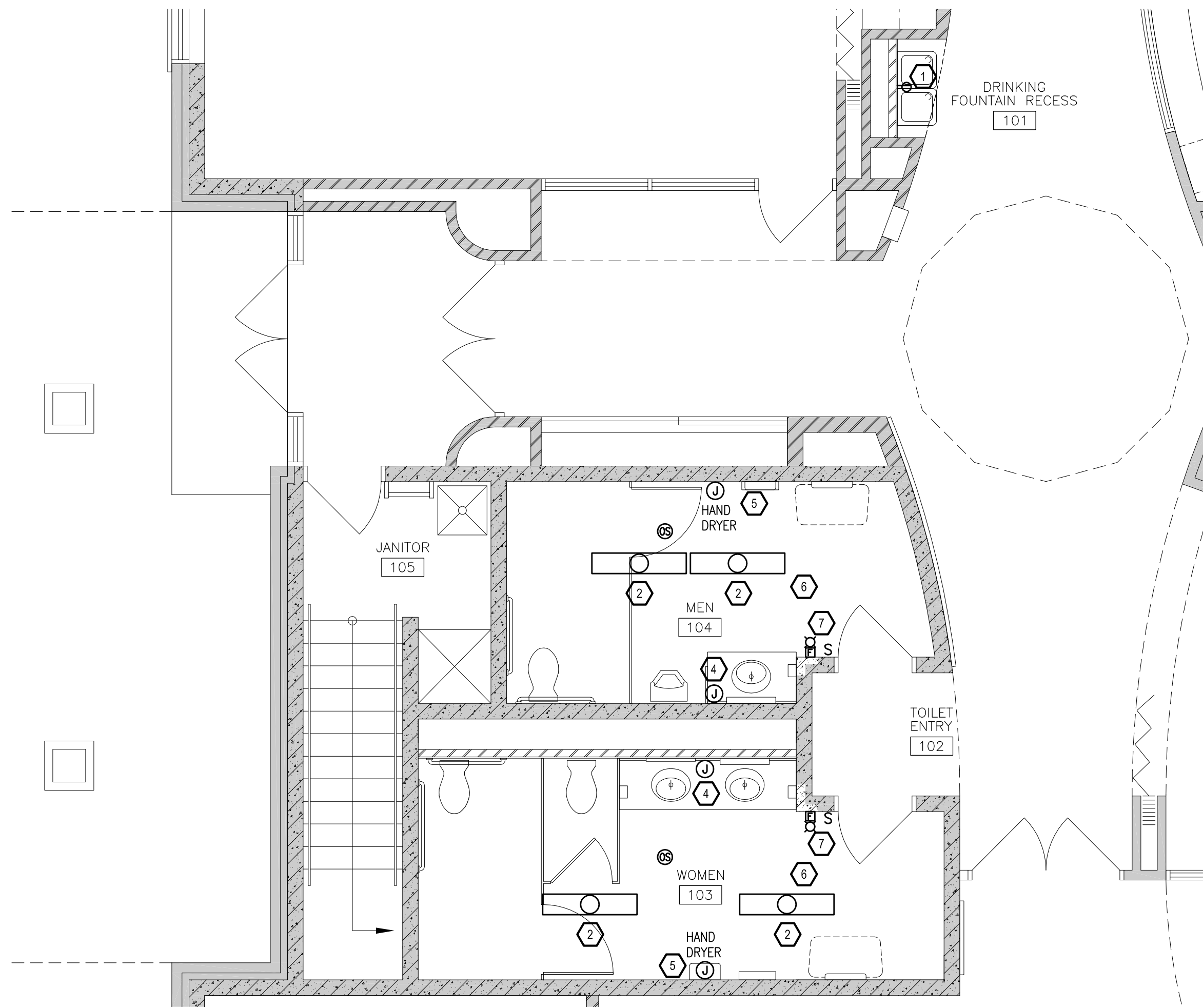
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DESIGNED CFJ DRAWN MRA/SAH CHECKED CFJ

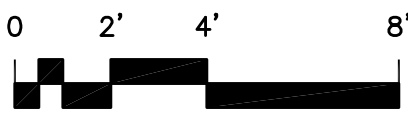
#### MECHANICAL PLANS

# M100

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.



1 FLOOR PLAN  
1/4" = 1'-0"



DIVISION 26 - ELECTRICAL

1. GENERAL PROVISIONS

- A. The requirements of the "Instructions to Bidders", "General Conditions", "Modifications to General Conditions", "Special Conditions" and Division 1, form a part of the following specifications (Division 26 with all included sections and addenda) and the Contractor shall consult them in detail for instructions pertaining to his work.
- B. It is the intent of these Plans and Specifications to form a guide for a complete electrical installation. Where an item is reasonable necessary, required by code or normally expected under in a workmanship manner, but not specifically mentioned, the Contractor shall furnish the same without additional cost to the owner.

2. SCOPE OF WORK

- A. The major portions of the work under Division 16 are:
- Salvage and Demolition.
  - Conduit, Boxes and Wire
  - Wiring devices

3. GUARANTEES

- A. All wiring and systems shall be tested for opens, shorts, grounds and ground continuity prior to acceptance. Contractor shall provide a one (1) year guarantee for all electrical equipment and systems and shall repair all damage resulting for this one year period.

6. PERMITS, FEES, SERVICE CHARGES, INSPECTIONS, LICENSES, ETC.

- A. Permits, Fees, Service Charges, Inspections Licenses, Utility Company Temporary charges, etc., required for the project shall be included in the bid cost and be paid for and obtained and coordinated by the Contractor.

7. IDENTIFICATION, HOUSEKEEPING, SERVICE INTERRUPTIONS, SITE VISITS

- A. Jobsite shall be kept reasonably clean during construction and broom cleaned at completion. Trash removal shall be at the cost of the Contractor making the trash.
- B. Service interruptions and temporary power will be provided for by the Contractor and coordinated with the Owner and other trades.
- C. Contractor shall visit the site to familiarize themselves with all the existing conditions and limitations, including the extent of the demolition, cutting and patching to be done. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work involved, or his lack of knowledge of any condition in connection with the work.

8. BASIC MATERIALS AND METHODS

- A. Electrical Equipment that is energized shall not be worked on in the energized state.
- B. Cutting and Patching: All cutting and patching necessary for the Contractor's work will be his own responsibility and included in the bid price.
- C. All equipment shall be U.L. labeled for the intended use and bear such label on the piece of equipment.
- D. Conduit and boxes shall be steel unless noted and installed in a neat workmanship manner parallel or perpendicular to building lines. Conduit couplings and connectors shall be threaded, compression gland or set screw type.

10. WIRING DEVICES

- A. All wiring devices shall be specification grade; sized for the circuit being used on, 20-ampere minimum. Mounting heights as follows: (Verify on site)
- Receptacles 18" (44" over counters or as noted)
  - Occupancy Sensor Wattstopper 500A with power pack

END OF SECTION

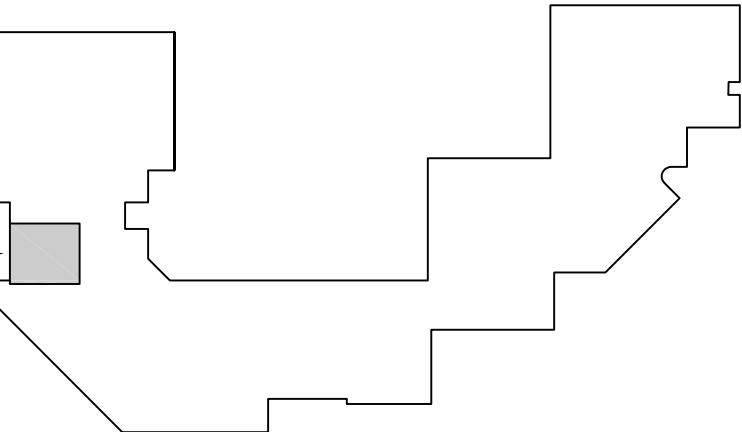
General Notes:

- A. CIRCUIT WIRING NOT SHOWN EXCEPT FOR SWITCHING INTENT OF LUMINAIRES AND CONTROL OF DEVICES.
- B. PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING SHOWN.
- C. CIRCUIT NUMBERS AT DEVICES CORRESPOND TO PANELBOARD BREAKERS (SEE PANELBOARD SCHEDULE). BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED PER THE N.E.C. (#12 MINIMUM).
- D. EACH CIRCUIT SHALL HAVE AN INDIVIDUAL NEUTRAL (CIRCUITS SHALL NOT SHARE NEUTRALS).

Keyed Notes:

1. REPLACE EXISTING RECEPTACLE AND EXTEND CIRCUIT TO NEW RECEPTACLE LOCATION ON NEW WALL SURFACE. INSTALL GFI RECEPTACLE IN ACCESSIBLE LOCATION.
2. NEW KENALL MLHA12-48-F-MWPP-LED 45 L 40K-DCC-DU..
3. EXISTING DEVICES TO REMAIN.
4. EXTEND EXISTING UNSWITCHED LIGHTING CIRCUIT AND CONNECT TO AUTOMATIC FLUSH VALVE TRANSFORMER. LOW VOLTAGE WIRING TO FLUSH VALVES TO BE BY M.C.
5. INSTALL 120V, 1500W HAND DRYER. PROVIDE 20/1 CIRCUIT BREAKER IN PANEL FEEDING THIS AREA AND CONNECT TO HAND DRYER. NO SURFACE WIREWAY ALLOWED. CUT BLOCK AS NECESSARY.
6. PROVIDE HORN-STROBE CONNECTED TO THE EXISTING FIRE ALARM SYSTEM.
7. EXISTING SWITCH TO REMAIN. OCCUPANCY SENSOR TO SHUT OFF LIGHTS

PROJECT LOCATION



KEYPLAN  
NOT TO SCALE



CITY OF DULUTH

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City Center West  
Toilet Room Conversion  
to Accessible Toilet Rooms

PROJECT#: 15-2TR

5830 Grand Avenue

Duluth, Minnesota

55807

MECHANICAL-ELECTRICAL  
CONSULTANTS:

FOSTER JACOBS &  
JOHNSON INC.

525 LAKE AVENUE SOUTH

SUITE 222

DULUTH, MINNESOTA 55802

(218) 722-3060

NO. DATE ISSUE RECORD

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

SIGNATURE:

PRINTED NAME: R. Scott Jones

LIC. NO.: 25389

DATE: 7/31/15



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DESIGNED RSJ/GLT DRAWN BAR CHECKED RSJ

ELECTRICAL  
PLANS

E100