

CONSTRUCTION SPECIFICATIONS

July 17, 2015

Project #: 15-37-TR

Bid #: 15-0498

Bid Opening Date: Thursday, July 30, 2015 @ 2:00pm CST

Duluth City Hall Skywalk Door Replacement 411 West First Street, Duluth, MN



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: SKYWALK SYSTEM DOOR REPLACEMENT

BID NUMBER: 15-0498

BID OPENING: THURSDAY, JULY 30, 2015 AT 2:00 PM

PROJECT DESCRIPTION: Replace existing door with an Americans with Disabilities Act (ADA) compliant, automatic door.

PRE-BID/WALK-THROUGH: There will not be a scheduled pre-bid meeting or walk-through for this project. Please contact Tari Rayala at 218-730-4434 if you have any questions.

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.duluthmn.gov/purchasing/bids-request-for-proposals> 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.

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
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. Current rates are attached.

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". The signature is fluid and cursive, with the first name "Amanda" and last name "Ashbach" clearly distinguishable.

Amanda Ashbach
Purchasing Agent

**15-0498 –SKYWALK SYSTEM DOOR REPLACEMENT
BID FORM**

ITEM	PRICE
Replace existing door with an ADA compliant door per the attached plans and specifications.	\$
	\$
	\$
TOTAL	\$

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:

Printed name and title

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.

Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name			Daytime phone	Minnesota tax ID number
Address			Total contract amount	Month/year work began
City	State	ZIP code	\$ Amount still due	Month/year work ended
			\$	

Project Information	Project number	Project location			
	Project owner	Address	City	State	ZIP code
	Did you have employees work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No. If no, who did the work?				

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name

Address

Owner/Officer

Contractor Type			

Sign Here	I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.		
	Contractor's signature	Title	Date

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Form IC134 Instructions

Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Use of Information

The Department of Revenue needs **all** the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state.mn.us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically **or** by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your Contractor Affidavit electronically. Go to www.revenue.state.mn.us and choose Withholding Tax. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you.

To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282 9999 or 1-800-657-3594.

We'll provide information in other formats upon request to persons with disabilities.

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.

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
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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.

=====

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

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.

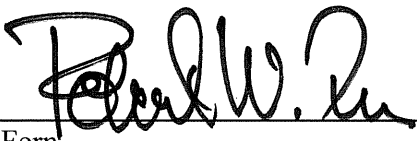
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END OF GENERAL DECISION

Project Name: Duluth City Hall
Skywalk Door Replacement
411 West First Street, Duluth, MN

Date: 6/29/15

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.

Name		Registration Number
Robert Fern		20088

ARCHITECT: RW Fern Associates, Inc.
413 East Superior Street
Duluth, Minnesota 55802
(218)722-8271

SECTION 01 11 00

SUMMARY OF WORK

Work includes:

- Demolition
- New power operated aluminum doors, frames, and hardware.
- Finishes
- Painting
- Electrical

SECTION 01 31 00

PROJECT COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project Coordination
- B. Schedule
- C. Construction Meetings
- D. Shift Times

1.2 SCHEDULE

- A. Schedule: The general contractor shall submit a schedule of construction activities for approval. Work shall be started as soon as Notice to Proceed is received.
- B. Project Completion: Construction work is to proceed immediately from Notice to Proceed with on-site construction work to begin when directed and continue uninterrupted until completion. Timelines as established by Contractor will be adhered to and used as a guide to construction progress.

1.3 CONSTRUCTION MEETINGS/COORDINATION

- A. All contractors scheduled to have operations on site during any week, or when requested, shall attend construction meetings as scheduled. All upcoming construction operations will be reviewed at this meeting to allow for scheduling of building activities. Close coordination with owner's representative must occur throughout construction period.
- B. Coordination: The general contractor shall provide scheduling and superintendence.

1.4 SHIFT TIMES

- A. Minimum of eight (8) hour work days during regular Monday – Friday schedule. Work can be arranged for longer hours.

1.5 SITE ACCESS/RESTRICTIONS

- A. Building Access: As building will be occupied during construction, access to facilities will not be allowed except for scheduled construction operations.
- B. Operations must be fenced to extent possible for safety. All entrances must remain passable unless prior arrangements for restricted use have been made.
- C. Storage Areas: Storage areas are indicated on plans and must be fenced by contractor to preclude access by patients or others.
- D. Maintain facility delivery access during construction. Coordinate operations with Owner's representative.

- E. Dumpster Location: The City will allow placement of dumpster on the lawn/sidewalk area on First Street side and in Second Street parking lot, as directed by City, to minimize or eliminate hauling of debris through public corridors. Contractor is responsible to repair damage caused by dumpster placement.
- F. Parking – See Section 01500.

SECTION 01 33 00

SUBMITTALS

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for required submittals.

1.2 RELATED REQUIREMENTS

- A. General and Special Conditions
- B. Section 01 33 23 - Shop Drawings, Product Data, and Samples
- C. Section 01 70 00 - Contract Closeout Procedures - Closeout Submittals

1.3 SUBMITTALS

- A. Successful bidder will be required to submit the following:
- B. Performance and Material Payment Bond - on City Forms
- C. Non-Collusive Affidavit
- D. Progress Schedule
 - 1. The Contractor shall, within ten (10) days after the Notice of Award, prepare and submit to the Architect for approval, a schedule showing the order in which he proposes to carry on the work, and dates on which he will start, suspend, and complete the various items of work included in this agreement.
 - 2. The Contractor will be required to adhere to his proposed schedule and he shall prosecute the work in such a manner as to insure its completion within the time set forth in the contract. Any failure to adhere to the proposed schedule will be considered prima facie evidence that Contractor has failed to provide sufficient workmen, equipment or materials to insure completion of the work within the specified time limit.
- E. List of Subcontractors and Suppliers
- F. Certificates of Insurance

Certificates of insurance shall be filed with Owner and Architect/Engineer. No work under this contract shall be started until all insurance policies have been filed and approved.
- G. Other submissions required in this specification book.

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit all shop drawings, product data, and samples to the Architect for approval.

1.2 RELATED REQUIREMENTS

- A. Conditions of Contract govern requirements of this section.
- B. Documents 00 72 00 and 00 73 00 - Conditions of Contract: Definitions and basic responsibilities of entities.
- C. Section 01 72 00 - Project Record Documents
- D. Section 01 73 00 - Operations and Maintenance Data

1.3 SHOP DRAWINGS

- A. Contractor shall review, approve, and then submit to the Architect with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, shop drawings in electronic format, product data, and samples required by the Contract Documents. Each drawing must contain sufficient clear area for the Contractor stamp and the Architect/Engineer stamp.
- B. By approving and submitting shop drawings, product data, and samples, the Contractor represents that he has determined and verified all field materials, field measures, and file construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.
- C. The Contractor shall not be relieved of any responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of shop drawings, product data or samples, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submission, and the Architect has given written approval to the specific deviation.
- D. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data, or samples by the Architect/Engineer's approval thereof.
- E. No portion of the work requiring submission of a shop drawing, product, or sample shall be commenced until the submittal has been approved by the Architect/Engineer. All such portions of the work shall be in accordance with approved submittals.

1.4 PRODUCT DATA

- A. Submit only pages that are pertinent; mark each copy of standard printed data to identify pertinent products referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

1.5 SAMPLES

- A. Where specific color or finish is not indicated in the specification, submit samples for selection of finishes within eight (8) days after date of contract.
- B. Note: Architect will act on color, finish, texture and pattern selections within reasonable time (30 days minimum) after all sample palettes have been received.
- C. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Architect/Engineer selection.
- D. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- E. Approved samples which may be used in the Work are indicated in the specification section.
- F. Label each sample with identification required for transmittal letter.
- G. Provide field samples of finishes at Project, at location acceptable to Architect/Engineer, as required by individual specifications section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.

1.6 MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, and balancing.

1.7 CONTRACTOR'S REVIEW

- A. Contractor shall sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect/Engineer in writing at time of submittal, of any deviations from requirements of Contract Documents.
- B. Do not fabricate products or begin work which requires submittals until return of submittal with Architect/Engineer acceptance.

1.8 SUBMITTAL REQUIREMENTS

- A. Transmit submittals electronically in such sequence to avoid delay in the Work or work of other trade contracts.
- B. Provide blank space on each submittal for Architect/Engineer stamps.
- C. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- D. Submit under transmittal letter. Identify Project by title, work and product by specifications section and article number.

1.9 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

1.10 ARCHITECT/ENGINEER REVIEW

- A. Architect/Engineer will review shop drawings for general design only, product data, and samples and return submittals to Contractor within seven (7) days. Dimensions and quantities are the responsibility of the Contractor.

1.11 DISTRIBUTION

- A. Duplicate and distribute reproductions of shop drawings, copies of product data, and samples, which bear Architect/Engineer stamp of approval, to job site file, Record Documents file, subcontractor, suppliers, other affected contractors, and other entities requiring information.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities

1. Electricity: All electricity for construction from building.
2. Heat: From building.
3. Telephone Service: Contractor will be required to have cell phone service available.
4. Water: From building.
5. Sanitary Facilities: Toilet will be designated in building for contractor to use.

B. Temporary Controls

1. Barriers: By Contractor.
2. Enclosures and Fencing: By Contractor.
3. Protection of the Work: By Contractor
4. Safety Railings: Provide required safety railings.

C. Construction Facilities

1. Parking: No Contractor parking will be allowed on site.
2. Project Sign: None on site.
3. Temporary Buildings: Not required.

D. Delivery of Materials: All delivery of materials across owner's parking lot must be coordinated with owner's representative.

E. Snow Removal: N/A.

F. Clean Up: Parking lot, staging area, and construction zone must be kept clean and all debris kept in approved dumpsters.

Clean Up/Dust Protection: Contractor must provide adequate dust protection and clean up of public corridors as required for safe passage. Contractor is to take note of and remove any dust build up on floor surfaces that might become slippery.

G. Noise: Contractor to provide schedule of noise producing operations to owner one week in advance of work.

H. Safety Programs: Each contractor shall be responsible for their safety programs and safety programs of their subcontractors. They shall be responsible for holding safety meetings, adherence to safety programs for their own forces or forces that are performing work that is a part of their contract. They shall be further responsible for the related safety of the public or other persons on site relative to the work under their control.

In no case shall the Owner, the Architect, or their respective employees and agents have either direct or indirect responsibility for matters related to project safety.

SECTION 01 70 00

CONTRACT CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of Work is substantially complete, submit written notice to Architect with list of items to be completed or corrected.
- B. Should Architect/Engineer inspection find Work is not substantially complete, he will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
- D. When Architect/Engineer finds Work is substantially complete he will prepare a Certificate of Substantial Completion in accordance with provisions of General Conditions.

1.3 FINAL COMPLETION

- A. When Contractor considers Work is complete, submit written certification:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
 - 5. Operation of systems has been demonstrated to Owner's personnel.
 - 6. Work is complete and ready for final inspection.
- B. Should Architect/Engineer inspection find Work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second certification of final completion.
- D. When Architect/Engineer finds work is complete, he will consider closeout submittals.

1.4 REINSPECTION FEES

- A. Should status of completion of Work require reinspection by Architect/Engineer after substantial completion inspection and final inspection of this work and due to failure of Work to complete, Owner will deduct the amount of Architect/Engineer's compensation for reinspection services from final payment to Contractor.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Under provisions of Section 01720.
- B. Warranties and Bonds: Under provisions of Section 01740.
- C. Evidence of Payment and Release of Liens: In accordance with Conditions of the Contract.
- D. Consent of Surety to Final Payment.
- E. Certificates of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

1.6 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit final statement reflecting Adjustments to Contract Sum indicating:
 - 1. Original contract sum.
 - 2. Previous change orders.
 - 3. Changes under allowances.
 - 4. Changes under unit prices.
 - 5. Deductions for uncorrected work.
 - 6. Penalties and bonuses.
 - 7. Deductions for liquidated damages.
 - 8. Deductions for reinspection fees.
 - 9. Other adjustment to contract sum.
 - 10. Total contract sum as adjusted.
 - 11. Previous payments.
 - 12. Sum remaining due.
- B. Architect/Engineer will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by change orders.

1.7 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

SECTION 01 74 00

FINAL CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Final cleaning of project to be done by Contractor.

1.2 DESCRIPTION

- A. Contractors execute cleaning prior to inspection for Substantial Completion of each designated portion of the Work.
- B. Execute exterior and site cleaning. Provide access and coordinate with owner's personnel.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 CLEANING

- A. In addition to removal of debris and cleaning specified in other sections, clean exterior exposed to view surfaces.
- B. Remove temporary protection and labels not required to remain.
- C. Clean finishes free of dust, stains, films, and other foreign substances.
- D. Maintain cleaning until Substantial Completion.
- E. Remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage systems.
- F. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.
- G. After substantial completion Owner will perform further cleaning as he may require.

SECTION 01 78 36

WARRANTIES, BONDS, AND GUARANTEES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This is separate from performance and payment bonds which are reviewed in other parts of this document.

See also Instructions to Bidders: Bid Bonds.

General and Special Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

- B. Preparation and submittal of warranties and bonds.
- C. Schedule of submittals.

1.2 RELATED REQUIREMENTS INCLUDE

- A. Conditions of Contract and Division 1 - General Requirements govern work of this section.
- B. Section 01 70 00 - Contract Closeout Procedures
- C. Individual Specification Sections; Warranties and bonds required for specific products or work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three-ring side binders, with hard back, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of project; name, address and telephone number of Contractor; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Submit to Owner.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples

1.2 RELATED REQUIREMENTS

- A. Conditions of Contract govern requirements of this section.
- B. Section 00 72 00 - General Conditions
- C. Section 01 33 23 - Shop Drawings, Product Data, and Samples
- D. Section 01 70 00 - Contract Closeout Procedures
- E. Individual Specification Sections: Manufacturer' certificates and certificates of inspection.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, all Contractors shall maintain at the site for Owner one record copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Field test records
 - 7. Inspection certificates
 - 8. Manufacturer's certificates
- B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide fields, racks, and secure storage for record documents and samples.
- C. Label and file Record Documents and samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by Architect/Engineer.

1.4 RECORDING

- A. Record information on a set of blue line opaque drawings and in a copy of a Project Manual, provided to Owner.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
 - 1. Measured depth of element of foundation in relation to finish first 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 construction.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Modifications.
 - 6. Details not on original Contract Drawings.
 - 7. References to related shop drawings and Modifications.
- E. Specifications: Legibly mark each item to record actual construction, including;
 - 1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.
 - 2. Changes made by Addenda and Modifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual specification sections.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

SECTION 02 40 00

DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Work under this section includes all demolition and removal work at the existing building as is necessary to accommodate, build, and use the new construction; and disposition of all removed materials and equipment.
- B. Furnish all labor, tools, and appliances, and perform all operations necessary to complete all demolition work shown on the drawings and hereinafter specified, or as required to carry all work in the contract to satisfactory completion.
- C. The work shall include, but not necessarily be limited to, the following:
 - 1. Remove portions of existing building to receive new construction shown on drawings or herein specified including electrical, mechanical, and sprinkler work. Secure any unsupported ceiling areas or mechanical or electrical work.
 - 2. Remove materials, cut openings, chase masonry providing continuous waterproofing of building and protection of all openings.
 - 3. Removal of floor finishes and adhesives as required by work.

1.2 GENERAL

- A. Care of Work
 - 1. The Contractor shall be responsible for all injury 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.
 - 2. Demolition work shall proceed only after all materials, equipment, etc. designated for reuse or salvage of the Owner have been removed.
 - 3. In an emergency affecting the safety of life or property, on or adjoining the site, the contractor shall act, at his own discretion to prevent such threatened loss or injury.
 - 4. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in a manner satisfactory to the Architect, any damage thereto caused by his operations.
 - 5. **Note: Existing terrazzo floors within building are to be protected from damage throughout entire construction work.**

- B. Except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the contract within the time specified.

PART 3 - EXECUTION

3.1 PROTECTION

- A. The contractor shall take responsible and adequate precautions to protect the Owner's property from damage during demolition work, moving of debris, and damage by the elements, including flooding, wind storms, etc. Any damage to the Owner's property due to the aforesaid work shall be restored or replaced by the contractor at his own expense and in a manner satisfactory to the Owner.
- B. Contractor shall provide and maintain suitable barricades, shelters, lights and danger signals during the progress of the work. They must meet the requirements of state and/or local building codes. The Contractor shall assume full responsibility of barriers to completion of contract and shall remove same. This shall include fence and barriers erected by other contractors.

3.2 GENERAL

- A. Remove all work carefully and only to the extent required for the final work. Remove all loose or damaged materials caused by demolition, or noted or specified to be removed. Protect existing construction that is to remain from damage.
- B. Openings and pockets shall be neatly cut for installation of lintels, anchors, concrete slabs, and precast concrete slabs or bearing plates where required.
- C. Depressions, chases, etc. shall be neatly cut with carborundum saws where such cuts will be exposed in the finished work.
- D. The use of pneumatic hammers for demolitions and cutting purposes within the existing building will not be permitted.
- E. Debris transported through finished spaces shall be on rubber-tired trucks or dollies and shall be properly covered to minimize spread of dust. Clean up in finished spaces must occur on a regular basis.
- F. Leave each area broom clean upon completion of the demolition work.
- G. When clay tile walls are to have openings made, clay tile wall above opening is to be removed full height. Openings are to be saw cut plumb and square. No unsupported clay tile is to remain.

3.3 DISPOSITION OF MATERIALS

- A. Unsalvageable Materials - All unsalvageable materials shall be removed in a manner that will avoid damage to materials or equipment to remain and shall be completely removed and legally disposed away from the site.

- B. Salvageable Materials to be Reused in the Work - Salvageable materials designated for reuse or relocation shall be carefully removed by the applicable trades and shall be protected from damage until they are incorporated into the new work.
- C. Salvageable Materials to be Stored for the Owner - Salvageable materials designated to remain the property of the Owner shall be carefully removed by the applicable trades, protected from damage, and stored as directed on the site.
- D. All other materials or debris resulting from demolition operation shall become the property of the Contractor and shall be removed from the site promptly. No accumulation of debris will be permitted. Wood and flammable debris resulting from demolition operations shall not be burned on the site.

3.4 ASBESTOS OR PCB REMOVAL/ENCAPSULATION

- A. If suspect material is encountered, advise Project Manager for removal action or instructions.

3.5 DEMOLITION AND SALVAGE

- A. No right, title, property or interest of any kind whatsoever in or to the land or premises upon which buildings or structures stand is created, assigned, conveyed, granted or transferred to the Contractor or any other person or persons, except only the license and right of entry to remove parts of buildings and structures in strict accordance with the Contract.
- B. Only such property may be salvaged by the Contract as is owned by the Owner and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Owner a written statement regarding its ownership.
- C. All salvage becomes the property of the contractor except as otherwise indicated, but storage of such materials and equipment on the project area will not be permitted except for the duration of the contract and such storage at no time interfere with the activities of the Owner or of other contractors.
- D. Personal property of third persons or of occupants of buildings on the site shall not become the property of the Contractor.
- E. Unless otherwise specified, no part of the structure shall be removed from the premises as a whole, or in a substantially whole condition, but all such parts shall be demolished on the premises.
- F. Live Utilities and Other Property
 - 1. The contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through the project area, but excluded from the work not owned by the Owner such as utility lines, surface improvements, or like items.
 - 2. If disconnections of underground utility services are required to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of trees, the removal and restoration of pavement, and other pertinent matters.
- G. Mechanical and Electrical Work Exposed: Where mechanical ductwork or piping or electrical conduit is exposed during removal of partitions or walls it shall be removed or rerouted by the respective trades as required. Rerouting piping shall be located

where directed and shall be connected to maintain all functions in proper operation. Abandoned piping may be left in place where it is concealed in floors or walls, providing that it is disconnected from its source. There shall be no "dead end" water, sewer, or vent piping existing in the completed work.

3.4 PRECAUTIONS

- A. The operations of the contractor shall be done in such manner as to avoid fires and other hazards to persons and property, interference with the use of adjacent buildings or interruption of free passage to and from such buildings. On completion of the work at each building, the premises shall be left in a condition satisfactory to the Architect.
- B. Where adjoining structures are occupied, the contractor is required to advise the inhabitants as to when the demolition work or site clearance work will be started and of the hazards involved. A minimum of a rope barricade shall be provided during working hours to restrict unauthorized persons from entering hazardous working areas. If basement openings or other hazardous conditions must be left unattended, a minimum of a continuous snow fence barricade shall be provided around the entire basement opening or hazard.
- C. The use of explosives in the performance of the work under this Contract is prohibited.

3.5 DEBRIS CLEANUP

- A. No combustible debris shall be thrown, stored or burned on the site or adjacent parcels, sidewalks, streets, drives, parking lots or alleys. Debris created from wrecking site clearances must be disposed of as demolition or removal work proceeds.
- B. Dropping of brick, stone or concrete walls on adjacent property, sidewalks, streets, drives, parking lots or alleys not in Contract is forbidden. All wrecking operations, storing or processing of non-combustible debris shall be restricted to the boundaries of the demolition area.
- C. The cleaning up of the streets, drives, walks, parking lots, parcels and the site shall include the removal and disposal of any rubbish, refuse or other trash lying within the areas, whether or not such conditions have resulted from operations under this Contract.

SECTION 05 40 00

LIGHT GAUGE FRAMING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnish and install miscellaneous light gauge framing as required to install new door system.

SECTION 05 50 00

MISCELLANEOUS METALS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work required under this section consists of all steel and miscellaneous metals, painting, and related items necessary to complete the work indicated on the drawings and described in the specifications.

1.2 REFERENCE STANDARDS

- A. Cast iron shall conform to ASTM Specification A48-60T and unless designated otherwise shall be Class No. 30 with a minimum tensile strength of 30,000 psi.
- B. Nodular or ductile iron bars shall conform to ASTM A339-55. This material may be used in place of cast iron for items and locations as hereinafter specifically designated.
- C. Refined wrought iron bars shall conform to ASTM A189-60T, Grade B, single refined, round, hexagonal, and rectangular bars.
- D. Steel shall conform to ASTM A36-61T.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Miscellaneous Anchors and Bolts: Provide all anchors, hangers, bolts, toggle bolts, expansion bolts, rods, clip angle screws, sleeves, shims, connection stiffeners, reinforcement screws, etc. required for proper and complete fabrication, assembly, and installation of miscellaneous and ornamental metal work. Exposed accessories shall have finish to match exposed hardware.

2.2 PAINTING AND PROTECTIVE COATING

- A. Hot dip galvanized or zinc coatings applied on products fabricated from rolled, pressed, and forged steel shapes, plates, bars, and strips shall comply with ASTM A123-59. Hot dip galvanized or zinc coatings on assembled steel products shall comply with ASTM A386-61. The weight of coatings shall be as designated in Table 1 for class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint. Except for bolts and nuts, all galvanizing shall be done after fabrication.
- C. Insulate faces of metal in contact with different metals, with masonry, concrete, or plaster, by giving each contact surface one coat of approved alkali resistant bituminous paint.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Metal surfaces shall be clean and free from mill scale, flake rust, and pitting; well formed and finished to shape and size with sharp lines and angles and smooth surfaces. Shearing and punching shall leave clean true lines and surfaces. Weld or rivet permanent connections. Welds and flush rivets shall be finished flush and smooth on surfaces that will be exposed after installation. Do not use screws or bolts where they can be avoided. Where used, heads shall be countersunk, screwed up tight, and threads nicked to prevent loosening.
- B. Casting shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or other defects. Casting shall conform to the dimensions indicated with a tolerance of plus or minus 1/8 inch, except in the dimensions of covers and the openings to receive them shall be limited to blasting or other approved method. Covers subject to street or foot traffic shall have machined horizontal bearing surfaces; provide machine bearing for contact surfaces for other joints where indicated or required.
- C. Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Joints exposed to weather shall be formed to exclude water. Provide holes and connections for the work of other trades.
- D. At the proper time, deliver and set in place items of metal work to be built into adjoining construction.

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 – GENERAL

1.1 WORK INCLUDES

- A. Furnish and install all carpentry indicated on the drawings and herein specified. The Contractor shall furnish and install carpentry work and wood necessary to complete structure in accordance with plans and specifications.
- B. Coordinate location of blocking in walls with previous bid package contractors, where required, for installation of cabinets, grab bars, shelf supports, etc. This Contractor shall furnish and install all rough hardware such as nails, spikes, screws, joist hangers, etc. which may be required in connection with carpentry work.
- C. Install all materials, equipment, and specialties specified not indicated to be installed by others.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Lumber: Lumber that has been used for concrete scaffolding and falsework may be used if thoroughly cleaned of nails and concrete, provided that this material is sound and to be covered with other finishes. All of the above shall be less than 15% moisture content when installed as framing, furring, or rough bucks. Lumber must bear stamp on each piece over 5'-0" long.
 - 1. Studs - Stud grade #2 and better. Spruce, Pine, White Fir. 16" o.c. except where noted. Fire treated where indicated or required by Code.
 - 2. Miscellaneous Framing - Spruce, Pine, Fir #2 and better. Fire treated where indicated or required by Code.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Furnish and install all wood plates, nailing blocks, furring strips, plaster grounds, including grounds at top and ends of base cabinets, nailing strips for wall paneling, mounting grounds for folding doors, etc. and all other ground and framing detailed or required for the securing of all finished work. When installed on masonry, securely fasten with anchors spaced not more than 18" on centers. Anchors shall be similar to Rawl Plugs consisting of #12 sheet metal screws at least 2-1/4" long and lead lined fibre enclosed shield inserted in 1/4" holes drilled in masonry with a carboloy bit. Devices other than Rawl Plugs may be substituted provided they consist of metal lined shields enclosed with compressive material inserted in drilled holes and have screws to permit shimming of wood grounds providing for adjustment and alignment to true lines and planes.

- B. Furnish and install all rough hardware required, such as nails, screws, anchor bolts and devices (except those occurring in structural steel). All rough hardware shall be of the proper type and size for the intended use. Provide adequate hardware to achieve substantial and positive anchorage. Nailing into wood plugs is not acceptable for any work.
- D. After finish hardware is received from the hardware supplier, Contractor shall safeguard and install all hardware and be responsible for labor and material required to correct improper installation. Hardware shall be applied in strict conformance to the manufacturer's printed instructions at the mounting heights specified in Section 08700.

Holes and mortises in wood doors for locks and other hardware shall be cut with a jig approved or provided by the manufacturer of the item to be applied. All holes and mortises shall fit snugly to provide as much support as possible to the hardware. All locks shall be mounted so that the key enters the lock with its smooth edge DOWN. After hardware has been fitted, escutcheons and face-applied hardware shall be removed until final painting has been completed. Hardware shall be reinstalled after painting is completed, properly adjusted, tested, and left in perfect working order. Thresholds shall be set in a bed of mastic. After each lock has been reinstalled, the installer shall seal its keys in one of the supplied envelopes and shall enter on the exterior, all data for which space is provided. The envelopes with the keys they contain shall be delivered to the Owner by the installing contractor, together with all surplus envelopes. Door knobs, etc. shall be kept covered with heavy cloth, tied on, until the building is ready for occupancy.

- E. In no case shall any finish be allowed in the building until at least ten days after plastering or sheetrock taping has been completed. All finish material shall be air and kiln dried, highly sanded and free from defects. All finish shall be back painted and face primed, filled or stained as part of the work under painting section before placing. Fit and place all finish accurately and in a workmanlike manner. Gouges, dents, hammer marks, splits or other defects will not be permitted in the finished work. Doors shall be fitted with a uniform clearance of 1/8" at heads and jambs, and 5/8" clearance at floor unless additional clearance at floor is called for on drawings.
- F. Blanket and fill type insulation shall be installed where shown and to the extent indicated on the drawings.
- G. Hang doors with all screws inserted and hinges properly adjusted so that doors swing free and do not rattle when closed.
- H. Framing: All framing shall be done with nailing, bolting, and screwing in strongest possible manner developing full strengths of each member and in best practice.

SECTION 07 90 00

CAULKING AND SEALANTS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnish and apply all caulking complete, in strict accordance with these specifications and the applicable drawings. Caulk at all intersections or junctions of metal and other materials as shown on drawings and as required.
- B. Caulk at intersections of metal, concrete, masonry, wood, or similar combinations. Caulk at all joints of aluminum clad composite panels.
- C. Related Work:
 - 1. Firestopping – See Section 07 84 00
 - 2. Caulking at aluminum fenestration.
 - 3. Acoustical - See plaster and gypsum drywall specification for sealants required for sound conditioned walls.
 - 4. All door frames and HM work, caulking at grills.
 - 5. Expansion joint flashings, wood, joints, and where indicated on drawings.

1.2 SUBMITTALS

- A. Provide samples of colors of sealants to be selected.
- B. Manufacturer's Data - Provide three (3) copies of manufacturer's data sheet recommendations, specifications, and installation instructions.

1.3 STORAGE AND DELIVERY

- A. Deliver materials in manufacturer's original unopened packaging with identification labels intact and eligible.
- B. Store materials in area protected from weather, moisture, open flame, and sparks.
- C. Environmental Requirements: Comply with sealant manufacturer's recommendations for maximum and minimum application temperatures and humidity.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Acrylic Latex Sealant - Use for non-moving interior joints at HM doors, etc. Sonneborn-Contech-Sonolac; Tremco - Acrylic Latex Caulk; Pecora Corp. AC-20. Colors as selected by Architect from manufacturer's standard colors.
- B. Silicone Sanitary Sealant - Use at joints in ceramic tile, joints around plumbing fixtures, etc. General Electric Co. - Silicone Rubber Bathtub Caulk. Colors as selected by Architect from manufacturer's standard colors.

- C. Sealant Backer Rod - Ethafoam circular sized to tight fit into opening.
 - 1. Sealant is to be "Sikaflex" polyurethane in color to match aluminum panels.
 - 2. Back up material shall be non-asphaltic expanded closed cell polyethylene, Ethafoam (round) Rod Stock by Dow Chemical Co., or approved equal. Back up material shall not bond to sealant. Diameter of rod stock shall be at least 1/8" larger than the joint opening.

PART 3 - EXECUTION

3.1 GENERAL

- A. Furnish and apply all caulking, complete, in strict accordance with these specifications and the applicable drawings. Caulk at all intersections or junctions, masonry and concrete at junctions of metal, and concrete or masonry at hollow metal and aluminum windows and doors, at tops of all precast and poured concrete walls, tops of block partitions, and as shown on drawings. Caulk at intersections of plaster, metal, concrete, masonry, wood, or similar combinations. Caulk under copings at expansion joints and where required for watertight construction.
- B. Caulk at all joints around doors, windows, louvers, or other openings through exterior walls where shown on drawings. Expansion joints, top joints of all sills, coping stone and projecting cut stone ledges, both sides of jambs and heads on exterior and interior panels, and interior joint at spandrel beams shall be caulked with caulking compound. Where joints are more than 3/4" in depth, joints shall be backed up to 3/4" of surface before caulking.
- C. Caulking compound shall be applied around metal walls and roof panels, HM doors, and similar locations. Where voids occur, joints shall be filled with back-up material specified for use with flexible sealant. For joints up to 1/2" in width, depth of joint shall be equal to width; for joints over 1/2" in width, depth shall be 1/2 of width.

3.2 INSPECTION

- A. Examine joints to be sealed for construction defects that would adversely affect execution of work.
- B. Ensure that masonry and concrete have cured a minimum of 28 days.
- C. Do not proceed with installation until unsatisfactory conditions are corrected.

3.3 PREPARATION

- A. At exterior wall maintenance locations, remove existing sealant, backer rod, and joint materials in area of replacement.
- B. Clean joint surfaces with joint cleaner, free of dust, dirt, oil, grease, lacquers, laitance, release agents, moisture, or other matter which might adversely affect adhesion of sealant.
- C. Apply primer to surfaces recommended by sealant manufacturer to be primed, following manufacturer's instructions.

3.4 INSTALLATION

- A. Install bond breaker tape where required by sealant manufacturer's instructions.

- B. Install sealant backer rod where shown or required by sealant manufacturer's instructions. Install in joints using a blunt instrument to avoid puncturing. Do not twist the backer rod while installing. Install so that joint depth is 50% of joint width, minimum 1/4" deep. Install dry and free of tears or holes.
- C. Install sealants in accordance with manufacturer's instructions. Install sealants in uniform, neat and continuous beads without gaps or air pockets. Tool joints to required configuration within 10 minutes of sealant installation.

3.5 WORKMANSHIP

- A. Sides and tops of windows and inside joint areas of exterior frames or any other openings in exterior wall shall be caulked with oakum where voids exist and tubular backup can not be used.
- B. After all back up caulking has been placed, caulk all joints with caulking compound. All surfaces to be caulked shall be clean and thoroughly dry. Caulking shall be forced into rabbets under mechanical pressure, filling all voids complete to render water and airtight and shall be struck smooth and left ready for painting. Where joints occur in stone or other materials not to be painted, compound shall match adjoining surface.
- C. Temperature shall be not less than 40°F, surface dry and clean when flexible sealant is applied. Remove lacquer from caulking rabbets in aluminum. Metal, glass, and other dense surfaces shall be solvent cleaned. Apply solvent with brush and wipe dry with lint-free paper towel. All stone, concrete, wood, and other porous surfaces shall be primed. Primer shall be dry before installation of back up material and applying sealant. Flexible sealant shall be applied from a gun or cartridge in a neat bead, well bonded to both sides and extending full depth of caulking rabbet. Joints shall be masked and struck as required for neatness, and smears solvent-cleaned immediately.

3.6 ADJUSTMENT AND CLEANING

- A. Remove excess materials adjacent to joints by mechanical means or with solvents as recommended by sealant manufacturer as work progresses to eliminate evidence of spillage or damage to adjacent surfaces.

SECTION 08 42 29

SLIDING AUTOMATIC ENTRANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following types of automatic entrance doors: Exterior and interior, single and bi-parting, sliding automatic entrance doors.
- B. Related Sections:
 - 1. Section 07 90 00 - Caulking
 - 2. Section 08 70 00 - Hardware
 - 3. Section 08 80 00 – Glazing
 - 4. Division 26 and 28 for electrical connections.

1.3 REFERENCES

- A. References:
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 101 - Life Safety Code.
- B. American National Standards Institute (ANSI) / Builders Hardware Manufacturers Association (BHMA).
 - 1. ANSI/BHMA A156.10 American National Standard for Power Operated Pedestrian Doors.
 - 2. ANSI Z97.1 Standards for Safety Glazing Material Used in Buildings.
- C. Underwriters Laboratories (UL).
 - 1. UL 325 Standard for Door, Drapery, Gate, Louver and window Operators and Systems.
- D. American Association of Automatic Door Manufacturers (AAADM).
- E. American Society for Testing and Materials (ASTM).
 - 1. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
 - 2. ASTM B209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.

F. National Association of Architectural Metal Manufacturers (NAMM).

1. Metal Finishes Manual for Architectural Metal Products.

G. International Code Council (ICC).

1. IBC: International Building Code Building Code.

2. CBC: California Building Code.

1.4 DEFINITIONS

A. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to open the door.

B. Safety Device: A device that detects the presence of an object or person within a zone where injury could occur and provides a signal to stop the movement of the door.

C. AAADM: American Association of Automatic Door Manufacturers.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide doors that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.

B. Compliance:

1. ANSI/BHMA A156.10 American National Standard for Power Operated Pedestrian Doors.

2. UL 325 listed.

C. Automatic door equipment accommodates medium to heavy pedestrian traffic.

D. Automatic Door equipment accommodates up to the following weights for active leaf doors:

1. Bi-part doors: 220 lbs (150 kg) per active leaf.

2. Single doors: 330 lbs (100 kg) per active leaf.

E. Operating Temperature Range: -31° F to 122° F (-35° C to 50° C).

F. Entrapment Force Requirements:

1. Power Operated Sliding Doors: Not more than 30 lbf (133 N) required to prevent stopped door from closing.

2. Sliding doors provided with a breakaway device shall require no more than 50 lbf (222N) applied 1 inch (25 mm) from the leading edge of the lock stile for the breakout panel to open.

1.6 SUBMITTALS

- A. Comply with Division 01 - Submittal Procedures.
- B. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, fabrication, operational descriptions and finishes.
- C. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections and details, indicating dimensions, materials, and fabrication of doors, frames, sidelites, operator, motion /presence sensor control device, anchors, hardware, finish, options and accessories.
- D. Samples: Submit manufacturer's samples of aluminum finish.
- E. Manufacturer's Field Reports: Submit manufacturer's field reports from AAADM certified technician of inspection and approval of doors for compliance with ANSI/BHMA A156.10 after completion of installation.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door opening installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include spare parts list.
- G. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.7 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers, certified by AAADM, with a minimum 10 years of documented experience in manufacturing of doors and equipment of similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing and maintenance of units similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Certified Inspector Qualifications: Certified by AAADM.
- D. Source Limitations for Automatic Entrances: Obtain each type of door, frame, operator and sensor components specified in this Section from a single source, same manufacturer unless otherwise indicated.
- E. Power-Operated Pedestrian Door Standard: ANSI/BHMA A156.10 (current version).
- F. Emergency Exit door requirements: Comply with requirements of authorities having jurisdiction for automatic entrance doors serving as a required means of egress.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings to receive automatic entrances by field measurements before fabrication and indicate on shop drawings.

1.9 COORDINATION

- A. Coordinate sizes and locations of recesses in concrete floors for recessed tracks and thresholds if applicable. Concrete, reinforcement and formwork are specified in Division 03.
- B. Electrical System Roughing-in: Coordinate layout and installation of automatic entrances with connections to power supplies and access control system as applicable.

1.10 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Automatic Entrance Doors shall be free of defects in material and workmanship for a period of One (1) year from the date of substantial completion.
- C. During the warranty period a factory-trained technician shall perform service and affect repairs. A safety inspection shall be performed after each adjustment or repair and a completed inspection form shall be submitted to the Owner.
- D. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal business hours.
- E. Distributor shall have in place a dispatch procedure that shall be available 24 hours a Day, 7 Days a week for emergency call back service.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Besam Entrance Solutions, 1900 Airport Road, Monroe, North Carolina 28110. Toll Free (877) SPEC-123. Phone (704) 290-5520 Fax (704) 290-5555 Website www.besam-usa.com
- B. Substitutions: Requests for substitution and product approval in compliance with the specifications must be submitted in writing and in accordance with the procedures outlined in Division 1, Section, "Substitution Procedures". Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 SLIDING AUTOMATIC ENTRANCES

- A. Model: Besam SL500 sliding automatic doors. (Basis of Design):
 - 1. Aluminum doors and frames with active door leaves.
 - 2. Surface applied, electro-mechanical, microprocessor controlled, sliding door operator.
 - 3. Operator housing, guide system and door carriers.

- B. Sliding Automatic Entrance Doors Configuration:
1. Bi-parting, surface mounted, door system.
Configuration: Bi-parting, two panel door unit with two operable leaves.
Traffic Pattern: Two-way
Emergency Breakaway Capability: Sliding leaves reverse breakout.
Mounting: Surface mounted header installed on face of wall.
 2. Dimensions: Confirm door package dimensions as indicated on Architectural drawings.

2.3 ALUMINUM DOORS AND FRAMES

- A. Doors and Frames: Extruded Aluminum, Alloy 6063-T5.
1. Door panels shall have a minimum .125" structural wall thickness including adjoining horizontal members and perimeter frames where applicable.
 2. Door construction shall be by means of an integrated corner block with 3/8 inch all-thread through bolt from each stile.
 3. Glass stops shall be .062" wall thickness and shall provide security function as a standard by means of a fixed non-removable exterior section with glazing to be performed from the interior only. Glazing stops that allow for glass removal from the exterior shall not be deemed as equivalent.
 4. Vertical stiles shall be narrow stile, 2-1/8 inch.
 5. Bottom rails shall be standard 7 inch.
 6. Intermediate muntin shall be 4 inch.
 7. Weather-stripping shall be slide-in type, replaceable pile mohair.
- B. Glass: Glazing shall comply with ANSI Z97.1, thickness as indicated.
1. Glazing Active Door Panels: 1/4" tempered, unless otherwise specified.
 2. Glazing installation: See Section 08 80 00.
- C. Door Carriers: Manufacturer's standard carrier assembly that allows vertical adjustment.
1. Carriage Assembly: Carriage bar with two wheel assemblies. Each assembly shall have tandem roller wheels.
 2. Roller Wheels: Two (2) heavy duty Delrin roller wheels per wheel assembly, for a total of four (4) roller wheels, 1-7/16 inch diameter, per active door leaf for operation over replaceable aluminum track. Single journal with sealed oil impregnated bearings.
 3. Two (2) heavy duty self-aligning anti-risers per leaf.
- D. Framing Members: Provide automatic entrances as complete assemblies. Manufacturer's standard extruded aluminum framing reinforced as required to support loads.
1. Vertical jambs shall be 1-3/4 inches by 4-1/2 inches.
- E. Header: Manufacturer's standard one-piece extruded aluminum header with a replaceable aluminum track extending full width of entrance unit. Header to conceal door operators, carrier assemblies, and roller track; complete with hinged access panel for service of door operator and controls.
1. Span: Maximum 16'-0" without intermediate supports when using 1/4 inch glass.

2. Capacity: Capable of supporting active breakout leafs up to maximum of 300 lb. per leaf when header is supported per manufacturer's recommendations.
 3. Size: 4-1/2 inches wide by 7 inches.
 4. Hinge Point: Continuous hinge at top of header allows for complete access to operator, internal electronics, mechanical assemblies and alarm contacts.
 5. Design: Manufacturer's standard closed header.
- F. Hardware: Provide manufacturer's standard hardware as required for operation indicated.
1. Breakaway arms and bottom pivot assemblies shall be supplied by the manufacturer and shall be adjustable to comply with applicable codes.
 2. Locking hardware shall be provided as indicated.
 - a. Electrified slide lock shall automatically lock the sliding function of all sliding door panels within the entrance when the door panels and switch are in the closed position.
 - 1) Fail secure operation: Slide lock shall lock the sliding function of the door panels upon loss of power.
 - 2) Exterior Side: No cylinder.
 - b. Exit devices shall lock the breakout function while allowing emergency egress at all times. Exit devices in combination with the automatic slide locking hardware to be provided on secured doors. Automatic locking for the sliding door when the door control switch is in the closed position.
 - 1) Flush mounted Adams-Rite F86 Series, concealed vertical rod exit devices mounted to active doors.
- G. Guide Track/Threshold: Manufacturer's guide track as indicated.
1. Aluminum guide track, surface mounted adjacent to the wall construction, shall extend past the jamb 2 inches into the door opening to allow reverse breakout door function.

2.4 SLIDING DOOR OPERATOR

- A. Door Operator and Controller:
1. Electro-mechanical controlled unit utilizing a high-efficiency, energy efficient, DC motor requiring a minimum of 3 amp current draw, allowing 5 door systems on one 20 amp circuit. The supplied system shall have the capability to operate at full performance well beyond a brown out and high line voltage conditions (85V – 265V) sensing changes and adjusting automatically. The operator shall allow an adjustable hold open time delay of 0 to 60 seconds and have internal software to incorporate a self-diagnostic system.
- B. Microprocessor Control Box:
1. Modular control unit to allow for changing technology. Factory adjusted configuration with opening and closing speeds set to comply with ANSI/BHMA A156.10 requirements and electronic dampening to reduce wear on drive train. Should the drive train operations deviate from design criteria ranges, Watchdog Control Circuit Monitoring will assume command of the system and shut down the automatic function allowing a secondary supervisory circuit to perform as a backup. Control unit shall allow the following functions:
 - a. Diagnostics with the ability to produce application data.

2. Mode Selector Control:
 - a. Multi-position keyed cylinder switch to be interior jamb mounted and shall allow selection of the indicated functions to be engaged when switch is turned to the appropriate setting.
 - b. Keyed cylinder switch allows the following functions:
 - 1) "Off"
 - 2) "Exit Only" One way traffic allowing automatic operation from the interior.
 - 3) "Two Way Traffic" allowing automatic operation from exterior and interior.
 - 4) "Partial Opening" energy saving door position allows door to automatically adjust opening width based on amount of usage, that is, full open during high use and partial open during low use. The control for this setting is programmable allowing adjustment to both the usage setting and the opening width.
 - 5) "Hold Open" doors activated and held in the full open position.

2.5 ACTIVATION AND SAFETY CONTROL DEVICES

- A. General: Provide the types of activation and safety devices specified in accordance with ANSI/BHMA standards, for the condition of exposure and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.
- B. Combination Activation Motion Sensor/Safety Presence Sensor:
 1. Shall be a sliding door sensor utilizing K-band microwave technology to detect motion and focused active infrared technology to detect presence, combined in a single housing surface mounted on the cover side of the header and ceiling mounted on the plank side of the header.
 - a. Presence sensor shall remain active at all times.
 - b. The sensor shall communicate with the automatic door operator through a self-monitoring connection that allows the door to go into a fail safe mode preventing the door from closing in the event of a sensor failure.
 2. Motion/presence detecting sensors to be field installed and adjusted.

2.6 ELECTRICAL

- A. High-Efficiency DC Motor: Maximum of 3 amp current draw, allowing 5 operators to run on one 20 amp circuit.
- B. Power: Self-detecting line voltage capable control. 120 VAC through 240 VAC, 50/60 Hz, 3 amp minimum incoming power with solid earth ground connection for each door system.
- C. Key Impulse Input: Input for card readers or remote activation with independent adjustable hold open delay.
- D. Wiring: Separate internal channel raceway free from moving parts.

- E. Brown out / high voltage capability: System has capability to operate at full performance well beyond brown out and high voltage line conditions (85 V – 265 V) sensing changes and adjusting automatically.

2.7 ALUMINUM FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Anodized Finish: AAMA 611, Dark Bronze, AA- M12C22A44, Class I, 0.018 mm.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical source power to verify actual locations of wiring connections.
- C. Proceed only after such discrepancies or conflicts have been resolved.

3.2 INSTALLATION

- A. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
 - 1. Install surface mounted hardware using concealed fasteners to greatest extent possible.
 - 2. Set headers, carrier assemblies, tracks, operating brackets and guides level and true to location with anchorage for permanent support.
- C. Door Operators: Connect door operators to electrical power distribution system as specified in Division 26 Sections.
- D. Glazing: Glaze sliding automatic entrance door panels in accordance with the Glass Association of North America (GANA) Glazing Manual, published recommendations of glass product manufacturer, and published instructions of automatic entrance system manufacturer.
- E. Sealants: Comply with requirements specified in Section 07900 to provide weather tight installation. Seal perimeter of framing members with sealant.
- F. Signage: Apply signage on both sides of each door and sidelite as required by ANSI/BHMA A156.10 and manufacturers installation instructions.

3.3 FIELD QUALITY CONTROL

A. Manufacturers Field Services:

1. Manufacturer's representative shall provide technical assistance and guidance for installation of doors.
2. Before placing doors into operation, AAADM certified technician shall inspect and approve doors for compliance with ANSI/BHMA A156.10. Certified technician shall be approved by manufacturer.

3.4 ADJUSTING

- #### A.
- Adjust door operators, controls and hardware for smooth and safe operation and for weather tight closure. Adjust doors in compliance with ANSI/BHMA A156.10.

3.5 CLEANING AND PROTECTION

- #### A.
- Clean adjacent surfaces soiled by door installation.
- #### B.
- Clean glass and metal surfaces promptly after installation. Remove excess sealants, compounds, dirt and other substances. Repair damages to finish to match original finish.
- #### C.
- Comply with requirements in Section 08 80 00 - Glazing for cleaning and maintaining glass.

3.6 DEMONSTRATION

- #### A.
- Engage a factory-authorized representative to train Owner's maintenance personnel to adjust, operate, and maintain safe operation of the door.

SECTION 08 70 00

FINISH HARDWARE

SCOPE OF WORK:

The General Conditions, supplemental general conditions, and special conditions apply to all work in the section.

Provide all Finish Hardware as shown on the Drawing or as specified herein unless specified excluded and called for in other Sections.

All items of Finish Hardware shall be guaranteed for one year, except closers shall be guaranteed for five years.

Conform to building code and life safety code requirement If more restrictive than those specified herein, including UBC 7-2(1997) for positive pressure. Notify Architect of differences prior to starting work. Conform to Underwriters Laboratories (U.L.) requirements for fire rated openings, including UL10-C for positive pressure.

SUBMITTALS:

After award of contract and prior to ordering material, Hardware Supplier shall deliver (6) copies of vertical hardware schedules to architect for approval.

Each door shall be scheduled to show door number, room name and number (from and to), door size, door and frame material and hand of door, name of manufacturer of items furnished.

Each item listed, including those specifically called for herein, shall be illustrated by manufacturer's catalog data furnished in brochure form. Architect's approval of schedule is limited to approval of products and does not relieve hardware supplier of responsibility to furnish hardware in all quantities required in accordance with the plans and specifications and to suit the function of each door.

Should items of hardware not definitively specified be required for completion of work, furnish such items in type and quantity compatible to adjacent hardware.

Include wiring schematics as part of the hardware schedule showing product numbers and Quantities and gauges of wire required for connecting electronic components.

SAMPLES:

If requested by the architect, physical samples shall be submitted for any item listed in the hardware schedule for acceptance of the project by the owner.

COORDINATION:

Submit necessary templates and schedules as soon as possible to door and frame fabricator in accordance with the schedule they require for fabrication.

DELIVERY, STORAGE AND HANDLING:

Properly and carefully package items to protect against damage in shipment and storage; each item shall be packaged complete with all proper fastenings.

Each item shall be marked with appropriate heading and door number in conformance with approved hardware schedule, WITH INDEX SHOWING HEADING NUMBER WHERE DOORS ARE SCHEDULED.

After approval of hardware schedule, deliver hardware templates and/or physical hardware as required to door and frame manufacture to insure building project is not delayed.

GUARANTEE AND ADJUSTMENTS:

All hardware shall be guaranteed against defective workmanship, and shall replace and make good all defective material appearing within a period of one (1) year after completion of work. Closers shall be guaranteed for five (5) years. Hardware supplier shall not be responsible for faulty application of hardware.

Where hardware indicates improper operation, hardware supplier or manufacturer shall visit job and make necessary adjustments and corrections. Where hardware is inadequate for required function, exposure or use, replace with suitable hardware as directed.

Shortages and/or incorrect items (based on the plans and specifications and approved sample lists and schedules) shall be furnished and/or replaced with correct material by the hardware distributor, at no additional cost to the owner.

At completion of project, installer shall notify hardware contractor, who shall have an AHC (Architectural Hardware Consultant) make an inspection of all hardware installation, and make a written report to the Architect reporting conditions of adjustments or improper installation and advise changes required.

KEYING:

All lock cylinders shall be BEST SFIC.

Hardware supplier shall prepare keying schedule and meet with owner and Architect to review and obtain approval. Supply six (6) Master keys per set.

Keying must be done by lock manufacturer or supplier, Manufacturer or supplier is to keep complete and proper records and identification of master keys and their serial numbers.

Furnish two (2) change keys per lock. All keys shall be properly marked immediately on receipt and turned over to the Owner at completion of project.

INSTALLATION:

Carefully install hardware, using skilled finish carpenters. Fit before painters finish is applied. Remove and re-install after finish is complete. Install hardware so that all operating parts function smoothly, close tightly and do not rattle. Carefully install hardware as listed in the installation instructions furnished with each finish hardware item, adhere to manufacturer's instructions for mounting.

Set metal thresholds in full bed of specified caulking compound, forming tight seal between threshold and surface to which set. Secure permanently using countersunk non-ferrous screws to match color of threshold.

Hardware Mounting Heights (Verify with Architect before installation):

Centerline pulls to finish floor 42"

Centerline push plates to finish floor 45"

Centerline lock strikes to finish floor 40 5/16"

Centerline cross bar on panic devices from finish floor 37 1/2"

Centerline deadlock strikes to finish floor 48"

Provide all anchorage, fasteners, etc. as required for the complete installation of all hardware. Furnish thru-bolts for all butts (surface type only), closers, exit devices, push bars and other hardware subject to severe usage or as required by Underwriter Laboratory (UL) or as directed by the Architect on the shop drawings.

FINISHES AND MATERIALS:

Butts, Exterior	<u>US10</u>
Interior	<u>US10</u>
Locksets	<u>US10</u>
Door Closers	<u>LT BRONZE</u>
Exit Devices	<u>US10</u>
Push Bars, Push Plates, Pulls	<u>US10</u>
Kickplates	<u>US10</u>
Stops and Holders	<u>US10</u>
Misc., Hardware	<u>US10</u>

BUTTS:

The following is a table of butt types in manufacturer's catalogue numbers which are considered equal. No substitutions will be allowed:

	<u>Hager</u>	<u>Stanley</u>	<u>PBB</u>
Type 3	BB1168	BB168	4B81

Butts types shall be furnished as follows, except as otherwise noted.

Interior Doors over 36" wide	Type <u>3</u>
Interior Doors with Closers	Type <u>3</u>
Interior Doors without closer	Type <u>3</u>

Butt quantities and sizes shall be as follows, except as otherwise noted. All butts shall be 4 1/2 x 4 1/2.

- Two (2) butts for Doors 60" in height and under
- Three (3) butts for doors 61" thru 90" in height
- Four (4) butts for doors 91" thru 120" in height
- Four (4) butts for Dutch doors

Provide proper width of butts to clear trim and allow full 180 degree swing.

LOCKSETS AND LATCHSETS

Unless otherwise indicated in hardware groups, all locks, latches, trim, deadlocks shall be the products of one manufacturer.

All locks shall be: **CORBIN ML2000 SERIES**

Design to be: **PSM**

Provide wrought boxes and strikes with proper length to protect trim, provide open back strikes where required. Lock functions shall be as listed in hardware groups.

Knurled knobs shall be installed on Janitor, Mechanical Stair, Equipment, etc, per Handicap Code restrictions where applicable.

The following is a table of devices and design which are considered equal and acceptable.

NO SUBSTITUTION.

EXIT DEVICES

All exit devices shall be U.L. listed for safety requirements as well as listed for labeled doors.

	<u>VON DUPRIN</u>
Series	99L
Design	06
Series	9927L
Design	06

Furnish electric latch retraction "EL" as specified in hardware groups including applicable power supply as required by the manufacturer.

ELECTRIC STRIKES

All electric strikes shall be U.L. listed for safety and fire requirements. Provide strikes with voltage as required by security system.

ELECTRIC STRIKES ARE TO BE HES 1000 SERIES PROVIDED BY THE SECURITY CONTRACTOR.

DOOR CLOSERS:

All closers shall be of rack and pinion construction with separate adjusting valves for latching speed, closing speed and back check. All closers to be surface applied and have non-ferrous covers.

All closers to be mounted on room side wherever possible, where wall conditions permit, all doors shall swing 180 degree.

It shall be the hardware supplier's responsibility to furnish door closers sized to comply with The manufacturer's recommendations for door sizes. Furnish thru bolts for all labeled wood doors.

The following is a table of closers which are considered acceptable:

<u>LCN</u>	
Exterior	4041XP H CUSH
Interior	4041XP

NO SUBSTITUTION.

DOOR TRIM:

Unless otherwise specified, all push plates shall be equal to Hiawatha 200F and pull plates shall be equal to Hiawatha 200F x 535B.

All push/pull bars shall be equal to Hiawatha 1081 LBP x 535B.

All kickplates shall be equal to Hiawatha 10" high and 2" less than door width for single doors, 1 1/2" less than door width for pairs of doors. Armor plates shall be 40" high, mop plates 6" high, width same as kickplates.

Items equal in quality and design by, Trimco, Ives, Quality, Hager, Burns will be acceptable.

DOOR STOPS AND HOLDERS

Unless otherwise indicated, all door stops shall be equal to Glynn Johnson GJWB50W OR GJWB60W.

Where wall bumpers are not applicable, provide overhead door stays equal to Glynn Johnson GJ450 series, unless otherwise specified.

Provide overhead holders and shock absorber equal to Glynn Johnson GJ900M for all exterior doors call for, unless otherwise specified.

FLUSH BOLTS

Unless otherwise indicated, Inactive doors of pairs shall have two flush bolts, equal to H. B. Ives FB358, FB458UL. The bottom bolt shall be provided with a dustproof strike, equal to H. B. Ives DP2.

Where indicated, furnish automatic flush bolts H. B. Ives FB41P on Wood Doors H. B. Ives FB31P on Hollow Metal doors.

Where indicated, furnish Coordinators equal to H. B. Ives COR complete with proper filler bar H. B. Ives FL, also furnish mounting brackets for any stop mounted hardware equal to H. B. Ives MB1 OR MB2. Provide carry open bars where applicable equal to H. B. Ives **CB1**.

WEATHERSTRIPPING, THRESHOLDS, SWEEPS, SMOKESTRIPPING

Unless otherwise indicated, thresholds shall be equal to Reese S424A
Weather stripping shall be equal to Reese 769C apply to head and jambs where indicated in hardware groups.

Sweeps shall be equal to Reese 323C, apply to door bottoms where indicated in hardware.

Smoke gasket shall be equal to Reese 797B, apply to head and jambs where indicated in hardware groups.

The following schedule of hardware will be considered a guide only and the supplier is cautioned to refer to GENERAL CONDITIONS and PREAMBLE. It will be the hardware supplier's responsibility to advise the Architect before bidding if a conflict exists.

Refer to floor plans and/or door schedule for hardware group required at each opening. Ignore hardware groups not used on floor plans or door schedule. If conflict exists between The hardware preamble and schedule of hardware groups, the hardware listed in hardware group shall be furnished.

GROUP 01

DOORS 103A, 103B, 107, 108, 114, 116, 131, 137

EACH LEAF TO RECEIVE;

**3 EA. BB1168 4.5 X 4.5 US10 HINGE
1 EA. ML2057 PSM CLS6 US10 STOREROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)
1 EA. BEST SFIC CORE US10
1 EA. 236W10 WALL STOP
1 EA. ELECTRIC STRIKE BY OTHERS
1 EA. CREDENTIAL READER BY OTHERS
1 EA. POWER SUPPLY BY OTHERS**

GROUP 02

DOORS 102, 115, 120A, 121, 130A, 130B, 136A, 138

EACH LEAF TO RECEIVE;

**3 EA. BB1168 4.5 X 4.5 US10 HINGE
1 EA. ML2057 PSM CLS6 US10 STOREROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)
1 EA. BEST SFIC CORE US10
1 EA. 4040XP Rw/PA 691 CLOSER
1 EA. 236W10 WALL STOP
1 EA. ELECTRIC STRIKE BY OTHERS
1 EA. CREDENTIAL READER BY OTHERS
1 EA. POWER SUPPLY BY OTHERS**

GROUP 03

DOORS 101, 134, 117, 132, 135, 139, 140, 100, 119, 120B, 124, 125, 126, 133, 141, 142

EACH LEAF TO RECEIVE;

**3 EA. BB1168 4.5 X 4.5 US10 HINGE
1 EA. ML2055 PSM CLS6 US10 CLASSROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)
1 EA. BEST SFIC CORE US10
1 EA. 236W10 WALL STOP
1 EA. ELECTRIC STRIKE BY OTHERS
1 EA. CREDENTIAL READER BY OTHERS
1 EA. POWER SUPPLY BY OTHERS**

GROUP 04

DOORS 139B

EACH LEAF TO RECEIVE;

**3 EA. BB1168 4.5 X 4.5 US10 HINGE
1 EA. ML2055 PSM CLS6 US10 CLASSROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)
1 EA. BEST SFIC CORE US10
1 EA. 236W10 WALL STOP**

GROUP 05

DOORS 139A

EACH PAIR TO RECEIVE;

**6 EA. BB1168 4.5 X 4.5 US10 HINGE
1 EA. ML2055 PSM CLS6 US10 CLASSROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)
1 EA. BEST SFIC CORE US10
1 PR. FB458 MANUAL FLUSHBOLT
1 EA. DP2 DUST PROOF STRIKE
2 EA. 236W32D WALL STOP**

GROUP 06

DOORS 12

EACH LEAF TO RECEIVE;

- 3 EA. BB1168 4.5 X 4.5 US10 HINGE**
- 1 EA. ML2057 PSM CLS6 US10 STOREROOM LOCK (FUNCTION TO BE VERIFIED BY OWNER)**
- 1 EA. BEST SFIC CORE US10**
- 1 EA. 236W10 WALL STOP**

GROUP 07

DOORS 11

EACH PAIR TO RECEIVE;

- 6 EA. BB1168 4.5 X 4.5 US10 HINGE**
- 1 EA. 9927EO-F 4' US10 SVR PANIC**
- 1 EA. 9927L-F 4' US10 SVR PANIC**
- 1 EA. BEST 1E72 US10 RIM CYLINDER**
- 2 EA. 4040XP Rw/PA 691 CLOSER**
- 2 EA. 964C 7' ASTRAGAL**
- 1 EA. 769C 8070 W/S**
- 2 EA. 323C 4' SWEEP**
- 1 EA. S424A 8' THRESHOLD**

GROUP 08

DOORS 110A

EACH PAIR TO RECEIVE;

- 6 EA. BB1168 4.5 X 4.5 US10 HINGE**
- 1 EA. EPT10 POWER TRANSFER**
- 1 EA. 9927L 3' US10 SVR PANIC**
- 1 EA. EL9927L 3' US10 SVR PANIC**
- 1 EA. PS914-2RS POWER SUPPLY**
- 2 EA. BEST 1E72 RIM CYLINDER US10**
- 2 EA. 4040XP Hw/PA 691 CLOSER**
- 2 EA. 236W32D WALL STO**
- 1 EA. CREDENTIAL READER BY OTHERS**

GROUP 08A

DOORS 110C, 110C

EACH PAIR TO RECEIVE;

- 3 EA. BB1168 4.5 X 4.5 US10 HINGE**
- 1 EA. 99L 3' US10 RIM PANIC**
- 2 EA. BEST 1E72 RIM CYLINDER US10**
- 2 EA. 4040XP Rw/PA 691 CLOSER**
- 2 EA. 236W32D WALL STOP**
- 1 EA. CREDENTIAL READER BY OTHERS**
- 1 EA. ELECTRIC STRIKE BY OTHERS**
- 1 EA. POWER SUPPLY BY OTHERS**

SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Furnish all labor and materials in connection with glass and glazing, interior and exterior hollow metal and doors, complete, in accordance with the drawings and as herein specified.
- B. Glass sizes, glass types, glazing details and methods shall conform to the published recommendations of the glass manufacturer and the "Glazing Manual" of the Flat Glass Jobber's Association.
- C. Compounds, tapes, and gasket materials for exterior glazing shall be products having a life expectancy of 20 years minimum.
- D. Glass shall be accurately sized from actual frame measurements to provide the required edge clearances and lap. Glass shall be accurately positioned by means of setting blocks and centering shims in accordance with glass manufacturer's recommendations.
- E. Surfaces to receive glazing compounds and tapes shall be wiped clean and dry. In cold weather the glass, frames, and sealants shall be warmed before installation.
- F. All glazing for rated doors must be installed in approved metal frames and shall be clear fire rated glass.
- G. Fire rated glass to be used in fire rated assemblies.
- H. All glass to be tempered except where tempered fire rated glass required by code.

1.2 WARRANTY

- A. Contractor shall furnish the Owner, manufacturer's written warranty on all units of insulating glass herein specified, guaranteeing insulating glass against film formation or dust collection between interior glass surfaces for a period of ten (10) years from the date of shipment to the job site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Glass shall be as manufactured by Pittsburgh Plate Glass Co., Libby-Owens-Ford Co., American Saint Gobain, Mississippi Glass Co., or approved equal. Manufacturer of insulating glass must have had not less than five (5) years' experience in such manufacture.
 - 1. Tempered Plate Glass - 1/4" thick clear.
 - 2. Exterior Fixed Glazing and Sidelights – N/A

- B. Polybutene glazing compound shall be as manufactured by Tremco Manufacturing Co., Minneapolis Mining and Manufacturing Co., Presstite Division of Martin-Marietta Corporation, or approved equal. Compound shall be non-drying, non-oxidizing, and non-skinning.
- C. Oleo-resinous glazing compound shall be as manufactured by Dicks-Armstrong-Pontius, Tremco Manufacturing Co., Plastic Products Co., or approved equal. Compounds shall be especially formulated for the materials to which applied. Compound for face glazing of metal sash shall conform to Federal Specifications TT-G-00410(c).
- D. Flexible sealant shall be a two-component polysulfide base compound conforming to Federal Specification TT-S-227B and bearing a tested and approved seal of the Thiokol Chemical Corporation, or a one compound polysulfide, acrylic, or silicone base compound conforming to Federal Specification TT-S-00230, color as selected. Primer shall be as recommended by manufacturer.
- E. Glazing tape shall be a non-hardening, non-drying butyl rubber cloth reinforced tape; an extruded polybutene glazing tape, a reinforced butyl polyisobutylene tape or an approved equal.
- F. Setting blocks and spacers shall be neoprene or vinyl, maximum durometer hardness 40-50 for spacers and 70-80 for setting blocks.
- G. Glazing clips as required.

2.2 LOCATION OF MATERIALS

- A. Door and sidelight exterior glass shall be as specified above unless noted otherwise. Door and sidelight glazing to be tempered glass.
- B. Interior glazing shall be as specified above and as called for on drawings.
- C. All other glazing shall conform to the following minimum requirements:

<u>Size of Opening</u> (sq. ft.)	<u>Glass</u>
Maximum 12	1/8" thick (DS) sheet
Maximum 24	3/16" thick sheet
Maximum 29	7/32" thick sheet
Over 30	1/4" thick plate

- D. Glazing compounds and sealants shall be located as follows:
 - 1. All interior glass set in wood or metal doors and frames; Oleo-resinous glazing compound.
 - 2. All exterior glass to be face glazed, set in aluminum, and embedded in polybutene glazing compound and faced with oleo-resinous glazing compound.
- E. All glazing must conform to IBC requirements. Sidelites and door glazing shall be tempered glazing unless fire rated glazing is required.

PART 3 - EXECUTION

3.1 PREPARATION

- A. All surfaces to receive glazing compound and tapes shall be wiped clean and dry. In cold weather the glass, frames, sealant, etc. shall be warmed before installation.

3.2 INSTALLATION

- A. All sizes for glass shall be taken from the actual sash, doors and frames. Glass shall be set so that there will be equal bearing the entire width of each panel. All glass shall be continuously sealed the entire perimeter of the glass. Wood and metal stops, stop screws, and washers are specified elsewhere, but shall be applied as a part of the work of this section. Use neoprene vinyl or other approved setting blocks and spacers to achieve proper bearing and uniform beads of glazing compound or sealant.

3.3 CLEANING

- A. Upon completion of the work, when directed by General Contractor, replace all cracked or broken glass and clean all glass thoroughly both sides.

SECTION 26 00 00

ELECTRICAL

PART 1 - GENERAL

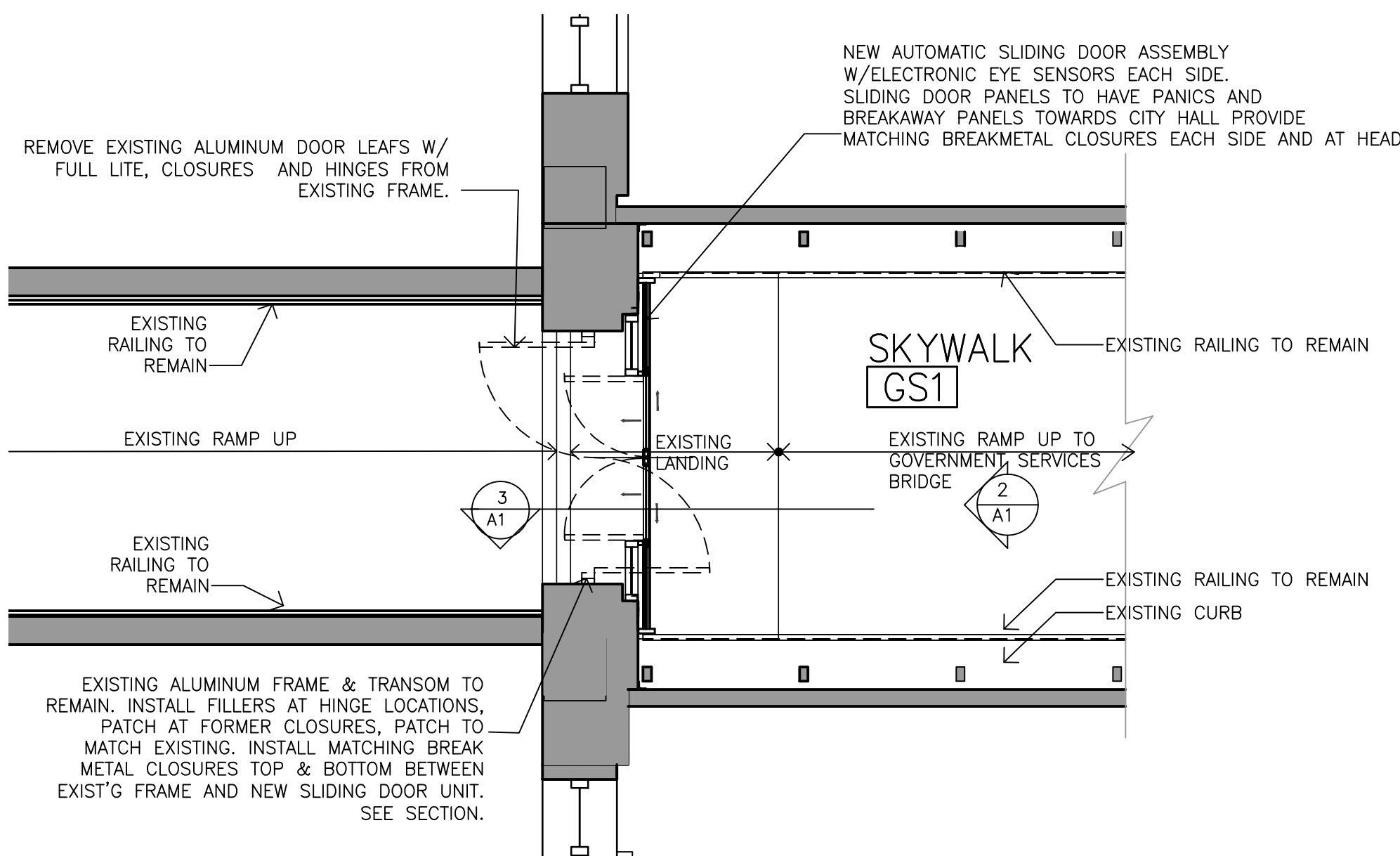
1.1 WORK INCLUDES

- A. Contractor to furnish and install all electrical work indicated on drawings.
- B. All work to comply with all codes and regulations including NEC and NFPA.

DULUTH CITY HALL

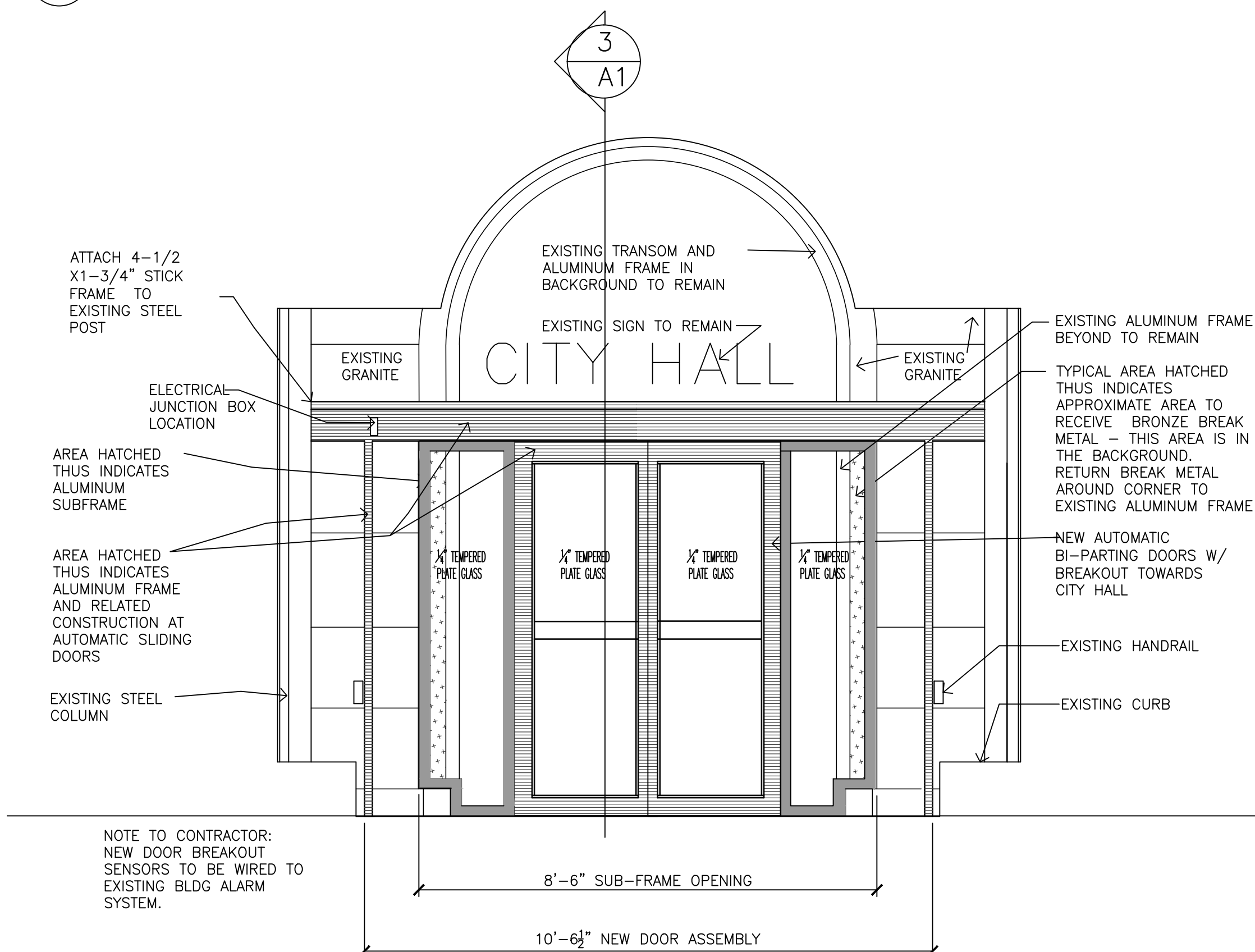
SKYWALK DOOR REPLACEMENT

DULUTH, MINNESOTA 55802



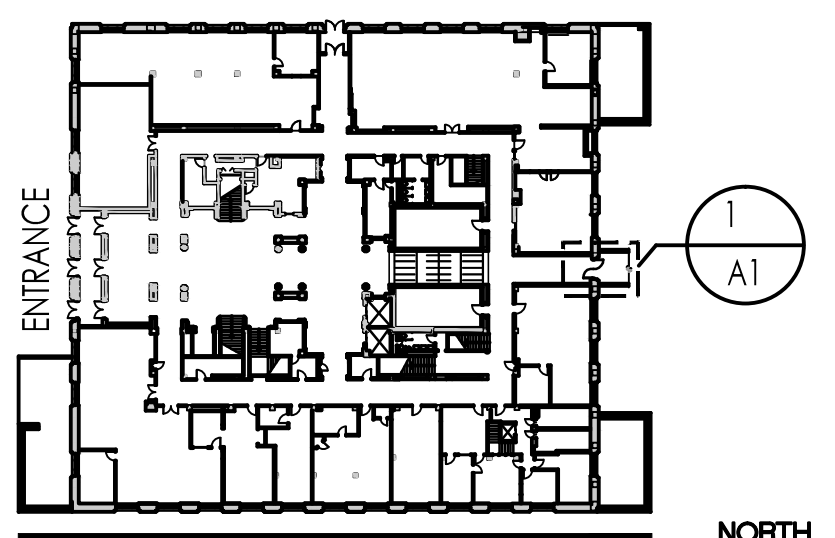
1 A1 ENLARGED PLAN @ SKYWALK DOOR

1/4"=1'-0"

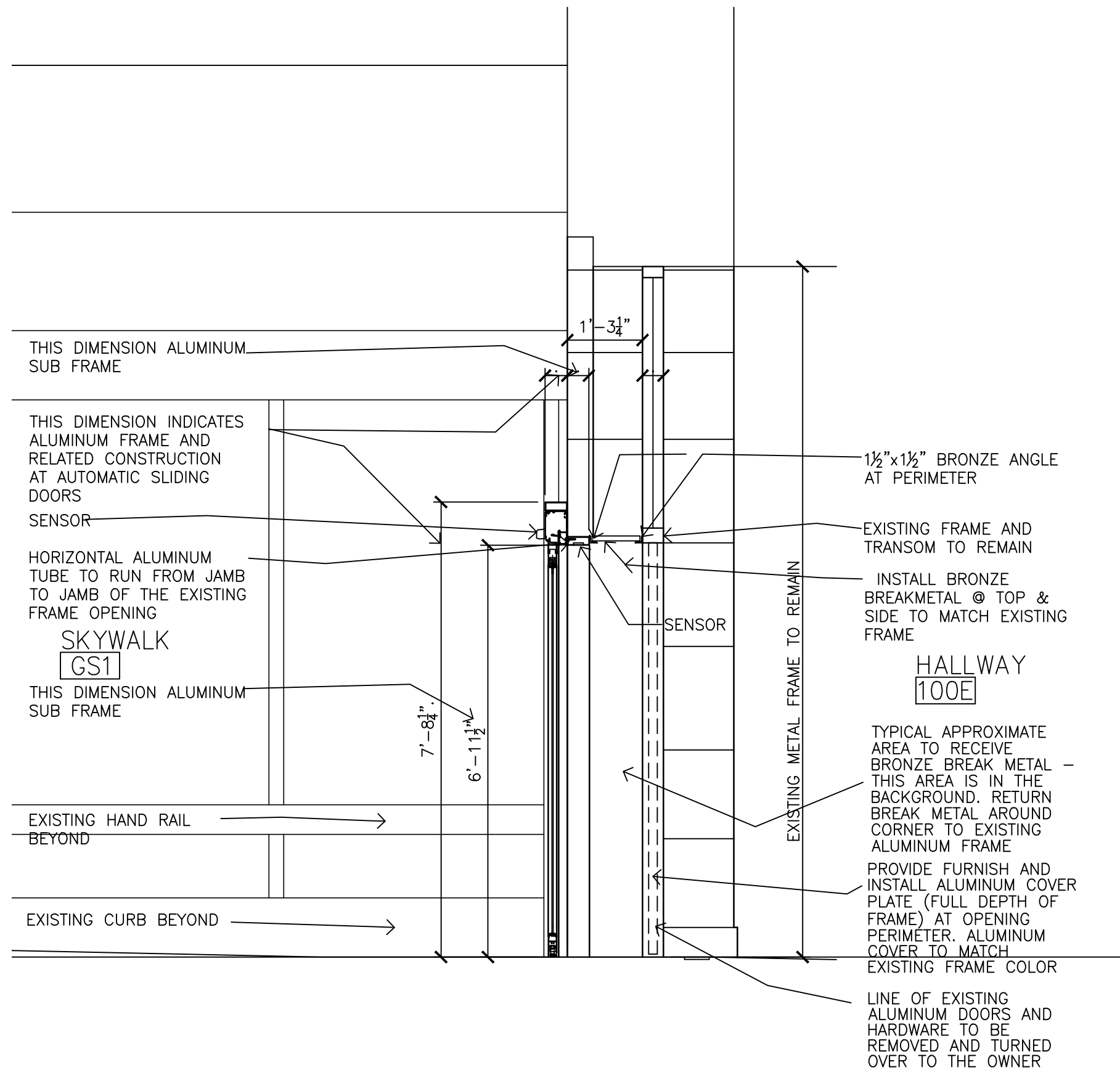
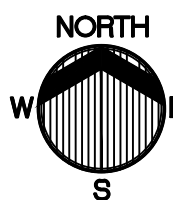


2 A1 SECTION AT SKYWALK - NEW DOOR

1/2"=1'-0"



City Hall Existing First Floor Plan



3 A1 ELEVATION AT SKYWALK - NEW DOOR

1/2"=1'-0"

LINE IS TWO INCHES
AT FULL SCALE on a 30x22 sheet
(IF NOT 2" - SCALE ACCORDINGLY)

Duluth City Hall
Skywalk Door Replacement
411 West First Street, Duluth, Minnesota

Code Summary

- 2015 International Building Code (IBC) with MN. Amendments

1) Occupancy Group: B

2) Type of Construction: II B

3) Allowable Building Area (Table 503)
B Occupancy: 23,000 S.F./Floor – 46,000 S.F./Floor Sprinklered
4 stories maximum
Frontage increase not required or calculated.

Actual Building Area:

Ground	31,814
First	28,467
Second	28,467
Third	24,547
Fourth	18,318
Total	131,613 S.F.

This project does not change the occupancy classification, construction type, or increase building area.

4) Sprinkler System: Building has an automatic sprinkler system.

5) Fire Alarm: Bldg. has an automatic fire alarm system w/monitoring.

6) Height/Number of Stories: Existing Basement (Ground Floor)
Existing 4 stories (First to Fourth Floor)

7) Occupant Load:

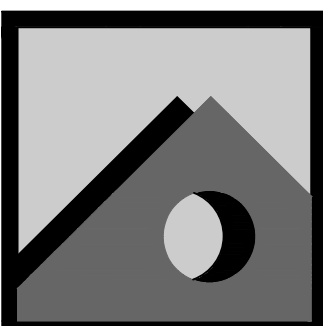
This project does not increase the occupant load for this building.

8) Separations Required:

This project does not change any existing separation required for this building.

9) Minimum Plumbing Fixtures:

This project does not change occupant load.



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.

ROBERT W. FERN
Date 6-29-15 Reg. No. 20088

RW Fern Associates Inc. Architects, 413 East Superior Street, Duluth, Minnesota 55802 (218) 722-8271

PLAN AND DETAILS

DULUTH CITY HALL
SKYWALK DOOR REPLACEMENT
411 WEST FIRST STREET, DULUTH, MN. 55802

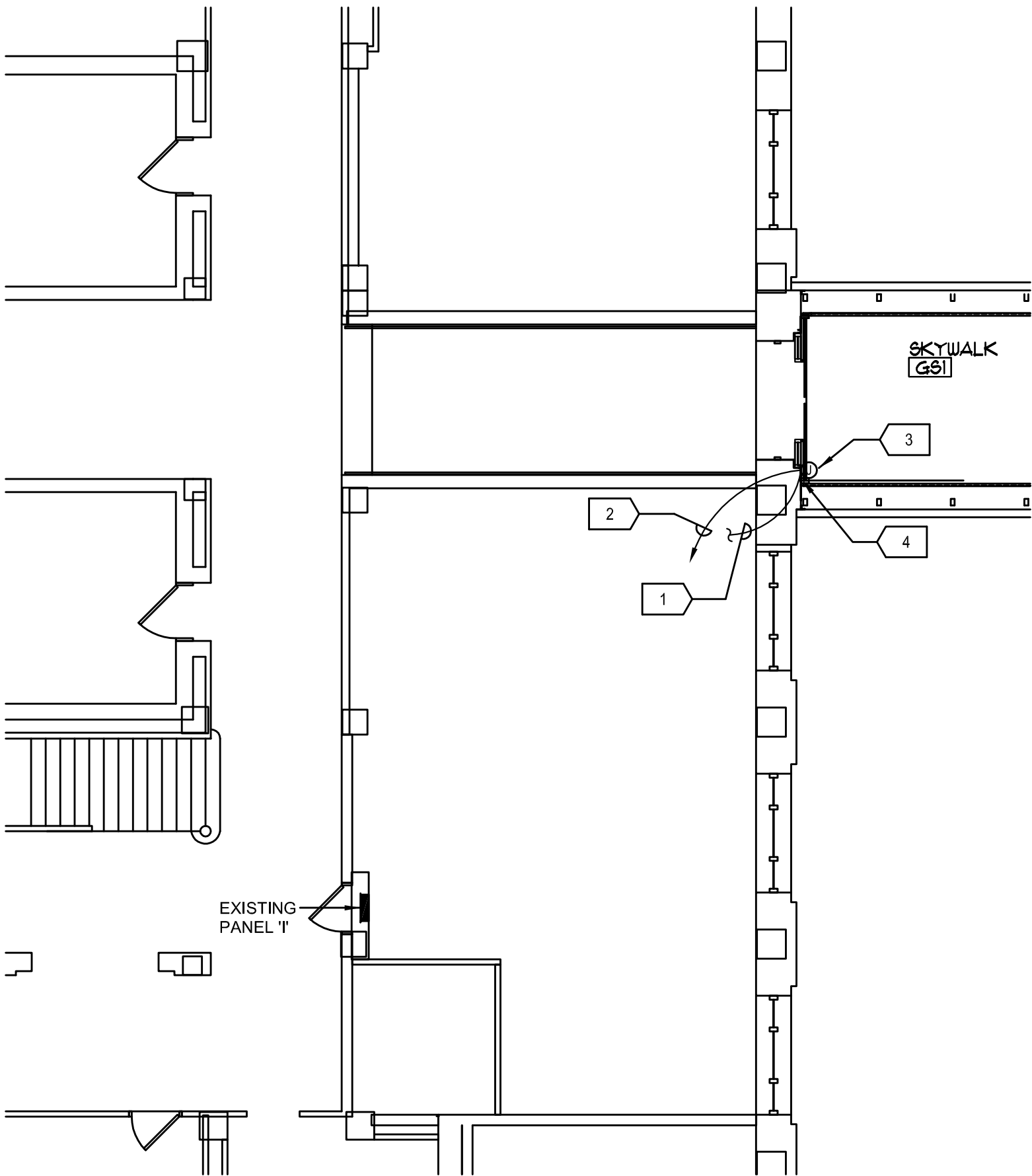
Job No. 2372 Date 6-29-15
Drawn By SW, JL Drawer 22
Sheet: A1
of: 1

ELECTRICAL GENERAL NOTES:

- A. PROVIDE CONDUIT AND WIRE AS REQUIRED TO ACHIEVE CIRCUITING SHOWN. SIZE CONDUCTORS PER NEC AMPACITY AND WIRE FILL CRITERIA. PROVIDE DEDICATED NEUTRAL AND GROUND CONDUCTORS FOR ALL CIRCUITING CU (UNO). INCREASE BRANCH CIRCUIT CONDUCTORS INCLUDING EQUIPMENT GROUNDING CONDUCTORS PROPORTIONALLY FOR NO MORE THAN 3% VOLTAGE DROP PER NEC 250.
- B. PROVIDE CUTTING, PATCHING AND RESTORATION OF FINISHES NECESSARY FOR THIS WORK. SURFACES DAMAGED BY THIS WORK AND SPACES AROUND CONDUITS PASSING THROUGH FLOORS AND WALLS SHALL BE NEATLY PATCHED AND FINISHED TO MATCH EXISTING. STRUCTURAL MEMBERS SHALL NOT BE CUT OR PENETRATED IN ANY MANNER. THE SPACES AROUND THE CONDUITS SHALL BE SEALED TO PREVENT ENTRANCE OF MOISTURE. PROVIDE FIRE STOPPING PER UL APPROVED METHODS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY SITE CONDITIONS FOR HISTORIC PRESERVATION CRITERIA PRIOR TO WORK. CONTRACTOR TO COORDINATE EXACT ROUTING/INSTALLATION REQUIREMENTS OF CONDUITS ASSOCIATED WITH THIS WORK PRIOR TO BID.
- C. COOPERATE WITH OTHER TRADES FOR PROPER INSTALLATION OF EQUIPMENT. CONSULT THE DRAWINGS OF OTHER TRADES OR CRAFTS TO AVOID CONFLICTS WITH EQUIPMENT. ETC. CONFLICTS SHALL BE RESOLVED PRIOR TO ROUGH-IN AND AT NO ADDITIONAL COST TO THE OWNER.
- D. LEAVE THE SITE CLEAN AND READY FOR OCCUPANCY. REMOVE DIRT, DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT AND WIRE SCRAPS AND MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THIS DIVISION OF THE WORK DURING CONSTRUCTION. COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS AND LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK.
- E. COORDINATE WORK IN PHASES WITH GENERAL CONTRACTOR(S) AND OWNER TO FACILITATE DEMOLITION AND NEW CONSTRUCTION.
- F. PERFORM WORK TO COMPLY WITH THE STANDARD PRACTICES FOR GOOD WORKMANSHIP PUBLISHED BY NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA). COMPLY WITH THE LATEST ENFORCED EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), LOCAL CODES, AMENDMENTS, AND ORDINANCES.
- G. IT IS THE INTENT OF THIS DIAGRAMMATIC DESIGN BUILD/ASSIST DRAWING TO PROVIDE THE PROJECT SCOPE INCLUDING BUT NOT LIMITED TO DEMOLITION AND NEW CONSTRUCTION. EXISTING INFORMATION INDICATED ON THESE PLANS DOES NOT REPRESENT ALL EXISTING CONDITIONS THIS CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS, SCOPE OF PHASING, AND PROJECT INTENT PRIOR TO BID SUBMISSION. NO EXTRA WILL BE ALLOWED DUE TO THE LACK OF KNOWLEDGE OF EXISTING CONDITIONS.
- H. ELECTRICAL WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED MASTER ELECTRICIAN. PROCURE PERMITS AND LICENSES AND PAY FEES ASSOCIATED WITH THIS WORK.
- I. MATERIALS FURNISHED FOR THIS PROJECT SHALL BE NEW. COMMERCIAL GRADE, FREE OF DEFECTS, AND LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY UNO.

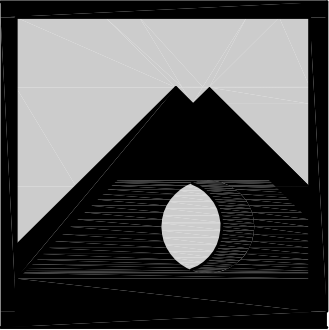
ELECTRICAL NUMBERED NOTES:

- 1 PROVIDE 3/4" EMPTY CONDUIT STUBBED FROM JUNCTION BOX IN DOOR JAMB TO ACCESSIBLE CEILING SPACE IN ADJACENT OFFICE FOR BUILDING ALARM CONNECTION ASSOCIATED WITH AUTOMATIC DOOR. DEVICES/COMPONENTS AND WIRING WILL BE PROVIDED BY OWNER.
- 2 PROVIDE 3/4"C. 2 #12 + G FROM NEAREST 120/208V BRANCH PANEL 'I' FOR CONNECTION TO AUTOMATIC DOOR. UTILIZE EXISTING SPARE 20A, 1P CIRCUIT BREAKER OR PROVIDE NEW AS REQUIRED. VERIFY EXACT CONCEALED ROUTING OF BRANCH CIRCUIT WITH EXISTING SITE CONDITIONS AND OWNER PRIOR TO INSTALLATION.
- 3 INTEGRAL JUNCTION BOX LOCATED IN DOOR HEADER/JAMB OF AUTOMATIC DOOR.
- 4 PROVIDE CORE DRILL AND PATCHING FOR CONCEALED CONDUIT INSTALLATION.



1
E1 PARTIAL SKYWALK DOOR ELECTRICAL PLAN
SCALE: 0' 8'

LINE IS TWO INCHES
AT FULL SCALE on a 30x22 sheet
(IF NOT 2" - SCALE ACCORDINGLY)



**Gausman
& Moore**

Mechanical and
Electrical Engineers
Suite 310
501 South Lake Avenue
Duluth, Minnesota 55802
(218)722-2555 FAX 722-9306
Project No. 84000

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 ENGINEER under the laws of the State of MINNESOTA

DAVE T. BLUNE
Dave T. Blune
Date 6-29-15 Reg. No. 24671

RW Fern Associates Inc. Architects, 413 East Superior Street, Duluth, Minnesota 55802 (218) 722-8271

DULUTH CITY HALL
SKYWALK DOOR REPLACEMENT
411 WEST FIRST STREET, DULUTH, MINN. 55802

Job No. 2312 Date 6-29-15
Drawn By: SU, JL Drawer 22

Sheet:

E1

of: 1