

INVITATION TO BID

Park Point Beach House North Wall Replacement

5000 Minnesota Avenue, Duluth, MN

POSTED: January 27, 2017

Bid #: 17-0108

BIDS DUE: Tuesday, February 14, 2017 @ 2:00 PM CST



Property & Facilities Management
1532 W. Michigan St.
Duluth, MN 55806

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Purchasing Division
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

INVITATION TO BID

PARK POINT BEACH HOUSE NORTH WALL REPLACEMENT

BID NUMBER: 17-0108

BID OPENING: TUESDAY, FEBRUARY 14, 2017 AT 2:00 PM

PROJECT DESCRIPTION: Remove and rebuild exterior walls, windows and doors on the lake side of Park Point Beach House.

PRE-BID/WALK-THROUGH: A mandatory pre-bid walk-through will be conducted on THURSDAY, FEBRUARY 2, 2017, at 10:00 a.m., at Park Point Beach House, 5000 Minnesota Avenue, Duluth, MN 55802. All interested bidders MUST attend.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov.

- Questions submitted prior to the pre-bid meeting will be answered at the mandatory pre-bid meeting on February 2.
- Questions arising after the pre-bid meeting must be submitted by 5:00 p.m., Monday, February 6.
- Responses to questions submitted after the pre-bid meeting will be provided as an addendum to this solicitation on February 7, or as soon as available.

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

Proposal forms, contract documents, plans and specifications are on file at the following offices: Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, and Blue Book Building and Construction Network.

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.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address.

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. Once all bids have been reviewed, bid results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

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. 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 30 days.

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 e-mail prior to the scheduled bid opening.

2. **Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

3. **Responsible Contractor** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a "responsible contractor" as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached) with their bid. The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City's request.

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

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7, for additional details.

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. **Project Labor Agreement (PLA)** - A PLA will be required for any bid that is over or could virtually go over \$150,000. A copy of the City standard PLA is included in this package.

6. **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: http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf

7. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

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

CITY OF DULUTH

Amanda Ashbach, Purchasing Agent

BID FORM
BID # 17-0108
PARK POINT BEACH HOUSE NORTH WALL REPLACEMENT

ITEM	PRICE
	\$
	\$
	\$
TOTAL	\$

TOTAL PRICE IN WRITING

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐

THIS FORM MUST BE RETURNED WITH YOUR BID

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

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

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

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

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

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.</p> <p>If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p> <p>Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</p>	

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

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

*Attach additional sheets as needed for submission of all additional subcontractors.

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

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

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

- 1) 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);
- 2) 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 of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) 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;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) 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 Federal Identification Number _____

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

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor'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 & 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 **funding** and **RQ no**. Due to the dollar amount of this contract, a Project Labor Agreement **is or is not** included as part of this contract (City Code Section 2-29).
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/COMPANY

Contractor

By

Assistant City Attorney

Approved this _____ day of _____

Company Representative

Its

Title of Representative

Approved this _____ day of _____

CITY OF DULUTH - PART II -
SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY, STATE OF MINNESOTA, AND/OR CITY ASSISTED ACTIVITIES
(revised 4/15/11)

The following conditions take precedence over any conflicting conditions in this Contract.

<u>Section</u>	<u>Title</u>
1	Restrictions on Disbursements, Subcontractors Federal Agency Requirements, Separability, Property
2	Miscellaneous Provisions
3	Definitions
4	Environmental Provisions
5	Contract Compliance
6	Records, Reports and Information, Audits and Inspections
7	Conflict of Interest and Lobbying
8	Labor Standards - Physical Improvement Projects
9	Minnesota Department of Transportation Specification 1960 Partial Payments
10	Housing and Urban Development (HUD) Section 4010
11	Equal Opportunity and Affirmative Action
12	Employment Opportunities - "HUD Section 3"
13	Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA
14	Forms

E-Mail Addresses

For ease in communication, the e-mail address of the person(s) responsible for preparing certified payroll reports (CPRs) is required from the prime contractor and all subcontractors (regardless of tier). This information will be provided to the project engineer prior to the pre-construction meeting OR with materials required in the Letter of Intent.

Section I

Restrictions on Disbursements

No money under this Contract shall be disbursed by the City to any Contractor except pursuant to a written contract which incorporates the applicable PART II, Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities, and unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.

Subcontractors

(A) The Contractor shall include in any subcontract the clauses set forth in the PART II, Supplementary General Conditions for Federally, State of Minnesota and/or City Assisted Activities in their entirety and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(B) The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

Federal Agency Requirements

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

Separability

If any provisions of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Property

Acquisition, use, and disposal of all property, materials and goods acquired as a result of activities made possible by this Contract shall be accomplished in accordance with the applicable provisions of Federal Management Circular (FMC)-74-7, as amended.

Section 2

Miscellaneous Provisions

(A) **Copyrights.** In the event this Contract results in a book or other copyrightable material, the author is free to copyright the work, but Federal Agency and the City reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all copyrighted material and all material which can be copyrighted.

(B) **Patents.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the Federal Agency and the City for determination by the Federal Agency as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interests.

(C) **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract on any partisan political activity, or to further the election or defeat of any candidate for public office.

(D) **Lobbying Prohibited.** None of the funds under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the City.

(E) **Prohibition of and Elimination of Lead-Based Paint Hazard.** Notwithstanding any other provision, the Agency and Contractor agree to comply with the regulation issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including paint, pursuant to which such Federally assisted construction or rehabilitation is performed shall include appropriate provisions prohibiting the use of lead-based paint.

(F) **Architectural Barriers Act.** The design for and construction of any facility funded in whole or in part by this Contract shall be in conformance with the American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped, Number A-117.1-1971, as modified.

(G) **Relocation and Acquisition.** Any relocation or acquisition resulting from activities funded in whole or in part by this Contract shall be in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (40 U.S.C. 4601) and the implementing regulations 24CFR Part 42.

(H) **Prohibition Against Payments of Bonus or Commission.** The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal Agency approval for such assistance, or Federal Agency approval of applications for additional assistance, or any other approval or concurrence of a Federal Agency required under this Contract, Federal Law or Federal Regulations thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

(I) **Hatch Act.** Where applicable, the Contractor will comply with the provisions of the Hatch Act which limits the political activity of the Contractor's employees.

Section 3

Definitions

(A) City means the City of Duluth, Contracting Officer, or other persons authorized to act on behalf of the City of Duluth.

(B) Contracting Officer is the delegated representative of the City who has the responsibility for administering the Project.

(C) Contractor means an entity, whether public or private, which furnishes (other than standard commercial supplies, office space or printing services) to the City, products, services or supplies as described in this project Contract.

(D) Federal Agency means the United States, the District of Columbia, and any executive department, independent establishment, administrative agency, or instrumentality of the United States or of the District of Columbia, including any corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or by any of the foregoing departments, establishments, agencies, and instrumentalities. The term Federal Agency shall also include the person or persons authorized to act on behalf of said Federal Agency.

(E) Project means the activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of the City and Contractor.

(F) Subcontractor means an entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.

(G) The term labor standards, as used in the Contract, means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in 20 CFR 5.1.

(H) Work means all labor necessary to produce the construction required by the Contract Documents, all materials and equipment incorporated or to be incorporated in such construction, products, services, or supplies required by the Contract Documents, or any other requirements set forth in the Contract.

(I) Additional Definitions, that are applicable to the Labor Standards provisions - Section 8 - of this Contract can be found in 29CFR5.2 as published by the U.S. Department of Labor and said definitions are hereby incorporated by reference into the provisions of this Contract.

Section 4

Environmental Provisions

(A) The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth by the Council on Environmental Quality (CEQ) under provisions of the National Environmental Policy Act (NEPA) (Pub. L 91-190, 42 U.S.C. 4321 et seq.), Executive Order 11514, and 40 CFR Part 1500.

(B) **Historic Properties.** The Contractor agrees to follow the regulations, requirements, policies, goals, and procedures set forth under provisions of the National Historic Preservation Act of 1966 (Pub. L. 89-665); Preservation of Historic and Archeological Data Act of 1974 (Pub. L. 93-291); Executive Order 11593; 36 CFR , Part 800 and applicable State legislation or regulations.

(C) **Coastal Zones and Wetlands.** The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth under provisions of the Coastal Zone Management Act of 1972 (Pub. L. 92-583) and applicable State legislation or regulations.

(D) **Noise.** The Contractor agrees to comply with provisions set forth in the U.S. Department of Housing and Urban Development Handbook 1390.2, Noise Abatement and Control, Department Policy, Responsibility and Standards, 1971.

(E) **Flood Plain.** The Contractor agrees to comply with the provisions set forth in the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and implementing regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program, Executive Order 11296, and Executive Order 11988 relating to the evaluation of flood hazards.

(F) **Air Quality.** The Contractor agrees to comply with provisions set forth in the Clean Air Act (Pub. L. 90-148) and Clean Air Act Amendments of 1970 (Pub. L. 91-604); and applicable U.S. Environmental Protection Agency implementing regulations.

(G) **Water Quality.** The Contractor agrees to comply with the provisions set forth in the Federal Water Pollution Control Act (Pub. L. 92-500) and applicable U.S. Environmental Protection Agency implementing regulations, and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

(H) **Wildlife.** The Contractor agrees to comply with the provisions of the Fish and Wildlife Coordination Act (Pub. L. 85-264).

Section 5

Contract Compliance

(A) In the event of the Contractor's noncompliance with the provisions of this Contract or with any of the said regulations, the City may withhold payment(s) until evidence of compliance by the Contractor has been demonstrated, or the Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

(B) In the event the Contract is terminated or canceled as a result of noncompliance with any of the provisions of this Contract, the City may subject to bids the remainder of the Project for which this Contract was made. The City shall have the right upon termination or suspension to withhold all further payments under this

Contract to the Contractor. Upon the award of a new contract for the remainder of the Project, the City shall pay to the Contractor an amount no more than the balance remaining due to the Contractor less the sum of the costs incurred by the City which are necessary in preparing the new bid specifications. In the event the amount paid the Contractor prior to the date of termination or cancellation exceeds the full amount of this Contract less the cost of the new contract and the additional costs mentioned above, the Contractor agrees to reimburse the City for such excess amount within ninety days after the new contract is awarded by the above procedures.

(C) Provisions contained in subparagraph (A) and (B) above shall not be interpreted as precluding any authorized Federal, State, or County governmental unit from exercising their legal administrative or other responsibilities in respect to the enforcement by said governmental units of laws or regulations concerning activities of the Contractor.

Section 6

Records

(A) **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the Federal Agency or the City with respect to all matters covered by this Contract. Except as otherwise authorized by the Federal Agency, such records shall be maintained for a period of three years after receipt of final payment under this Contract.

(B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

Reports and Information

At such times and in such forms as the Federal Agency or the City may require, there shall be furnished to the Federal Agency or the City such statements, records, data and information as the Federal Agency or the City may request pertaining to matters covered by this Contract.

Audits and Inspection

At any time during normal business hours and as often as the City, the Federal Agency and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Federal Agency and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the City, the Federal Agency and/or representative of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

Section 7

Conflict of Interest and Lobbying

(A) **Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City, or its designees or agents, or member of the governing body of the City, during his/her tenure of for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Any contract in which any of the above indicated individuals becomes directly or indirectly, interested, personally or as a member of a firm, or as an officer, director, or stockholder of a corporation, shall be and become absolutely void; and any money which shall have been paid on such contract by the City may be recovered back from any or all persons interested therein, by a joint action or several actions.

(B) The Contractor agrees that he will incorporate into every contract required to be in writing the following provisions: **Interest of Contractors and Employees** - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of this Contract, and no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Federal Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede any statutory requirements that opportunity be provided for employment of and participation by certain residents of a designated geographical area, if applicable.

(C) **Interest of Member or of Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(D) The Contractor by signing this document certifies, to the best of his or her knowledge and belief, that:

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

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

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the terms of this Contract.

Section 8

Labor Standards - Physical Improvement Projects

Where applicable, there shall be included in all construction, rehabilitation, alteration or repair contracts with private entities made possible by or resulting from this Contract, the following Labor Standards provisions;

(A) **General Requirements.**

(1) **Subcontracts.** The Contractor shall include in any subcontract the clauses set forth in Section 8, **Labor Standards**, in their entirety and also a clause requiring the subcontractors to include these clauses in any Tower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(2) The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the Employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these **Labor Standards** provisions are applicable.

(3) No person under the age of eighteen years shall be employed on work covered by this Contract.

(4) In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1955 (18 U.S.C. 4082 (c) (2)) and Executive Order 11755, December 29, 1973.

(5) The Contractor will permit authorized representatives of the Federal Agency and the City to interview employees during working hours on the job.

(6) No employee to whom the wage, salary, or other **Labor Standards** provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the Labor Standards applicable under this Contract to his employer.

(B) **Safety Standards.** No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic, including apprentices and trainees, employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor. The Contractor or subcontractor comply with all the rules, regulations, and relevant orders, promulgated by the Secretary of Labor pursuant to Public Law 91-54.

(C) **Davis-Bacon Act - 29 CFR 5.5**

web site: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr5_main_02.tpl

Refer to Section 10, Page 10 Housing and Urban Development (HUD) form-4010 (06/2009) Ref Handbook 1344.1

City of Duluth "Mini Davis-Bacon"

(D) **City of Duluth - Minimum Wage Ordinance 8940, as Amended.**

(1) On a project (as defined below) funded in whole or in part by federal and/or state funds and/or city of Duluth funds, these local provisions shall prevail in those instances where the requirements of the local provisions are equal to or greater than similar minimum labor standards provisions as set forth in applicable federal and/or state laws and regulations.

(2) In all contracts in excess of \$2,000 for projects (as defined below), the Contractor's particular attention is called to Ordinance 8940, effective June 8, 1989, respectively coded as Article IV of Chapter 2 of the Duluth City Code, and entitled "An Ordinance Pertaining to Wages and Working Hours of Persons on Public Works in the City of Duluth", as set forth below:

(3) **Definitions.**

For the purposes of this section the following words and phrases shall have the meanings respectively ascribed to them in this section:

(a) **Basic hourly rate** - The hourly wage paid to any employee.

(b) **Prevailing wage rate** - The basic hourly rate plus fringe benefits prevailing in the city of Duluth as determined by the United States secretary of labor pursuant to the Davis-Bacon act, as amended; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the prevailing basic hourly rate plus fringe benefits of such workers differs from the amount determined by the secretary of labor, the certified rate shall be considered to be the prevailing wage rate for such class of workers in that industry.

(c) **Fringe benefits** - Employer contribution for health and welfare benefits, vacation benefits, pension benefits, and all other economic benefits other than the basic hourly rate.

(d) **Apprentice** - An employee who is working under a training program which is approved either by the U.S. Department of Labor Bureau of Apprenticeship & Training or the Minnesota Director of Voluntary Apprenticeship; see apprentice ratios on pages 6-7 and HUD 4010 in Section 10.

(e) **Trainee** - An employee registered with the U. S. Department of Labor Employment & Training Administration; see HUD 4010 in Section 10.

(f) **Project** - Erection, construction, demolition, painting, remodeling or repairing of any public building, highway, sidewalk, bridge, water or gas line, sewer and sewage treatment facility or other public work performed under contract with the city.

(f) **Labor, mechanic** - All persons utilized, employed or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

(4) **Wage Rates and Hours for City of Duluth Projects.**

(a) Any contract which provides for a project of estimated total cost of over \$2,000.00 shall contain a stipulation that no laborer, mechanic or apprentice-trainee employed directly upon the project work site by the contractor or any subcontractor shall be permitted or required to work at a rate of pay less than the prevailing wage rate; nor shall any such employee be permitted or required to work more than 8 hours in any work day **OR** 40 hours in any work week unless he is paid at a rate of at least 1½ times the basic hourly rate for all hours in excess of 8 per day **OR** 40 per week [in other words: all hours in excess of eight per day and all hours after 40 per week] and unless he receives fringe benefits that are at least equal to those in the prevailing wage rate; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the maximum number of hours that such persons may work under existing labor agreements before overtime wages must be paid differs from the hours specified in this paragraph, the maximum number of hours specified in such labor agreements shall be substituted for those specified above in applying the provisions of this paragraph to such workers.

(b) The word "or" in the state statute and the city of Duluth Code refers to the number of hours worked in any one week or, in the alternative, the number of hours worked in any one day in the week (the days in one week being totaled for reporting purposes); the law requires use of the alternative which results in the higher number of overtime hours for each employee whose time is being reported.

EXCEPTIONS: Federal government funding only and HUD (Housing and Urban Development) funding - see point "e"

In summary, if a project is solely funded with city of Duluth monies, city ordinance 8940 as amended allows the employees to work four ten-hour days and be paid at the regular hourly rate for those ten hours; exceeding hours must be paid at the overtime rate. An employer may not withhold overtime payment exclusively until 40 hours per week have been worked. Daily overtime must be paid as it is earned.

- **The base workweek hours must be clearly indicated on each payroll. Employees may be assigned a different workweek; however, that must be clearly marked beside the employees' names.**

The following are examples of how these rules apply to different situations.

- TT refers to the total time worked on the day or in the week
- RT refers to the hours worked at the regular rate of pay (straight time)
- OT refers to the hours worked for which overtime must be paid

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	10	10	10	10	0	6	46		10	10	10	10	0	6	46
RT	8	8	8	8	0	6	38		10	10	10	10	0	0	40
OT	2	2	2	2	0	0	8		0	0	0	0	0	6	6

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	0	10	10	0	7	0	27		10	0	12	0	0	0	32
RT	0	8	8	0	7	0	23		10	0	10	10	0	0	30
OT	0	2	2	0	0	0	4		0	0	2	0	0	0	2

c) **Overtime Calculations**

Minnesota Statutes Chapter 177.42, subd 4 specifies that the prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week (as stated above in (b)), the City of Duluth does allow for ten hours per day/40 hours per week with City funding *only*. **Example: hours exceeding eight per day are paid at 1.5 times the rate in the contract's wage decision OR the base rate the employee is being paid if it is higher than the required base rate; once 40-hours in any one week are attained, all hours exceeding that 40 are paid at 1.5 times the rate in the project contract's wage decision.** See example (1) and (2) below.

Minnesota Statutes Chapter 177.42, subd 5 defines the hourly basic rate as the hourly wage paid to any employee. (subd 6): The prevailing wage rate means the hourly basic rate of pay plus the contribution for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit paid to the largest number of workers engaged in the same class of labor within the area...

Minnesota Statutes Chapter 177.43, subd 1 (1) ...employees are permitted to work more hours than the prevailing hours of labor [being] paid for all hours in excess of the prevailing hours at a rate of at least 1-½ times the hourly basic rate of pay. (2) A laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

An employer may pay a lower **regular time/straight time** hourly rate and higher fringe benefit rate--to a bona fide plan--than stated in the contract's wage decision providing the total of the two rates is equal to or greater than the total in the wage decision; however, the **OVERTIME rate** must be paid on the higher rate in the contract's wage decision.

(1) Overtime Calculation with Fringe Benefits Paid to Bona Fide Plans

For overtime purposes, an employer paying higher fringe benefits to a bona fide plan and paying a lower hourly rate **MUST** calculate the overtime on the higher hourly rate as stated in the project contract's wage decision. The fringe benefit amount may be reduced to reflect any increase in the total prevailing wage package IF the plan administrator permits such a reduction. This acceptance must be verified in writing by the plan administrator and attached to the appropriate certified payroll report.

(2) Overtime Calculation with Cash Payment of Fringe Benefits

When the fringe benefit is paid directly to an employee, the prevailing base rate and the fringe benefit rate as established in the project contract's wage decision for a specific classification are totaled to arrive at the hourly rate. *Overtime is calculated at 1.5 x the base rate of the wage decision with the fringe benefit amount added to that rate: base rate of the wage decision x 1.5 + fringe benefit rate = overtime rate.*

Contract Work Hours and Safety Standards Act

[Refer to page two of this document.] All projects valued at \$100,000 or greater are subject to this Act. As with Minnesota Statutes Chapter 177.43, the overtime rate is calculated as in items one and two above OR (e) below.

- (d) A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U. S. Department of Labor or the Minnesota Department of Labor & Industry is less than the worker's normal hourly wage [Minnesota Statute 181.03 subdivision 1(2)].

(e) **Regular Time & Overtime Definitions**

- **State of Minnesota** funded projects with or without federal funding *only allow for five eight-hour days per week at regular time*. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **City of Duluth** funded projects do permit four ten-hour work days at regular time--see point 4-a, b for stipulations. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision--OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **Federal** funded only projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.
- **HUD** funded projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.

** When a combination of funding sources are included in any one project, the most strict requirements will apply.

- (f) The minimum hourly prevailing wages are contained in each project specification. When both federal (general decision rates from the U. S. Department of Labor) and State of Minnesota prevailing wages for state funded construction projects from the Minnesota Department of Labor and Industry are used, the prime contractor and all subcontractors including trucking operations, are required to pay the higher of the two wages for all laborers and mechanics [MnDOT Contract Administration Manual, Section 5-591.320].
- (g) The prime contractor and any lower-tier subcontractor shall review all wage decisions and compensate a worker according to the type of work performed and at the rate that is the greatest.
- (h) State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.
- (i) **Mn/DOT Statement of Compliance is required on all city of Duluth construction projects (regardless of the project funding source) with each weekly certified payroll report.** web site: <http://dot.state.mn.us/const/labor/forms.html>
- (j) All contracts for city projects shall have applicable schedules of prevailing wage rates set forth in the contract. Schedules of applicable prevailing wage rates shall be posted on all project job sites for public review and shall be protected from the weather.
- (k) Employees on projects shall be paid at least **weekly**. Fringe benefits shall be paid either in cash or to an employee benefit plan that has been approved by the U.S. Department of Labor. ■ **The fringe benefit package is an integral portion of the prevailing wage. Should the prime contractor or any subcontractor (regardless of tier) become delinquent with any fringe benefit plan administrator's requirements for monthly payment, the monthly estimate(s) may be withheld until the plan payments are made current.** (city ordinance 8940 6-18-89 plus amendments)
See MnDOT Specification 1906 on page nine and Section 5 of this document: Contract Compliance.
See Statement of Compliance and Certified Payroll Report requirements in Section 10, HUD 4010 and web sites in Section 14, Forms.
- (l) Any contractor or subcontractor working on a project shall furnish the City with **original** certified payroll reports with **original signatures** relating to the project. Such certified payroll reports shall be **submitted weekly** on U.S. Department of Labor standard forms (WH-347) or their equivalent--using the same format--to the City of Duluth Labor Standards representative. All City of Duluth funded projects must have the base workweek hours indicated on the certified payroll form and/or beside each employee's name (should some employees be working different base workweeks).
- (m) No contractor or subcontractor working on a project shall evade or attempt to evade the provisions of this section through the use of non-recognized training programs. The only employees involved in training programs that shall be allowed to work on projects covered by this section shall be apprentice-trainees as defined by this article.
- (n) Any person violating the provisions of this section shall be guilty of a misdemeanor with each day of violation constituting a separate offense. In addition, if the prevailing wage rate and accompanying fringe benefit rate is not paid to employees working on a project, the City of Duluth may withhold contract payments to the prime contractor until such deficiencies are corrected. Should fringe benefits be paid to authorized Plans, the payments must be made within the demands of those Plans. Delinquencies may result in withholding of project funds to the prime contractor.
- (o) This section shall not apply to contracts for projects where the total cost of the project is less than \$2,000.00; nor to materialmen who do no more than deliver materials to the work site, except that this section shall apply to employees who deliver asphalt, concrete or mineral aggregate such as sand, gravel or stone where such material is incorporated into the project by depositing the material substantially in place, either directly or through spreaders, from the transporting vehicle.

(5) **Helpers**

A helper may perform work *only* if the helper classification is specified and defined in the federal wage decision and/or State of Minnesota wage decision incorporated into the project contract. Without such a helper classification, the contractor must assign a job classification that is the "same or most similar" [Minnesota Statute 177.44, subdivision 1] and compensate the helper for the actual work performed regardless of the helper's skill level.

(6) **Apprentice Ratios**

Journeyworkers must be on site with the apprentices and their hours must match.

FUNDING SOURCE:

City of Duluth and State of Minnesota with or without Federal funding

- Apprentices are not permitted to work alone under any circumstances.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: carpenter foreman and carpenter apprentice
- Ratios are determined by the trade's labor agreement.
- In the absence of ratio language, the following State of Minnesota apprenticeship ratios will be applied:
(apprentice : journeyworker) 1:1 2:4 3:7 4:10, etc.

- Employees working in excess of the allowable ratio must be paid the full journeyworker compensation.
- Out-of-ratio apprentices will be calculated beginning with the **apprentice at the highest level of training** and, then, to less senior apprentices in their rank order.
- Should two or more out-of-ratio apprentices have the same level of training, whomever was on the work site first will receive journeyworker pay; if the apprentices at the same level of training began work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among those apprentices.

Examples:

Four apprentices working unsupervised are on site. [4:0]
Ratio calls for four apprentices and ten journeyworkers [4:10]

Correction: all apprentices will receive the full journeyworker compensation as apprentices are not permitted to work alone.

Three apprentices and two journeyworkers are on site. [3:2]
Ratio calls for three apprentices and seven journeyworkers [3:7]

Two journeyworkers may accompany only one apprentice; therefore, the two highest level apprentices are paid the full journeyworker compensation.

Even though this particular job has three apprentices—the second journeyworker is a mute point; a third journeyworker would also be a mute point in this example.

Correction: the two highest level apprentices are paid the full journeyworker compensation and the third lower level apprentice is considered in ratio.

H U D (CDBG) and Federal funding only

- Apprentices are not permitted to work alone unless the U. S. Department of Labor-approved agreement allows that practice.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: electrician foreman and electrician apprentice
- Ratios are determined by the trade's U. S. Department of Labor-approved agreement.
- In the event of the absence of ratio language in the applicable agreement, the Minnesota Department of Labor ratio of one apprentice for the first journeyworker and one apprentice for each three journeyworkers thereafter will be applied, (i.e., 1:1, 2:4, 3:7, 4:10, etc.).
- The **legal apprentices are those who first came to work on the job site**; in the event that all apprentices begin work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among the apprentices.
- Time cards will be required to substantiate the start times.
- Employees working in excess of the allowable ratio—or for which U. S. Department of Labor-apprentice agreement/certificate is not provided—must be paid the full journeyworker compensation.

Examples:

Four apprentices and one journeyworker are on site. [4:1]
Ratio calls for four apprentices and ten journeyworkers. [4:10]

The first apprentice on site is considered in ratio as one journeyworker may only accompany one apprentice [1:1]; this particular job has four apprentices.

Correction: the second through the fourth apprentices coming on site are paid the full journeyworker compensation.

Six apprentices and two journeyworkers are on site [6:2]
Ratio calls for six apprentices and sixteen journeyworkers [6:16]

The first apprentice on site is considered in ratio as two journeyworkers may only accompany one apprentice; this particular job has six apprentices—the second journeyworker is a mute point.

Correction: the second through sixth apprentices coming on site are paid the full journeyworker compensation.

(7) Poster Boards

The prime contractor must construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100% complete. Posters must be protected from the weather. Prime contractors are not allowed to place a poster board at an off-site facility location.

(8) Trucking Issues

a) For the purpose of sections seven and eight, the term “owner” includes all persons having an ownership interest in the trucking entity or a partnership interest in the trucking entity and has a legal and rightful title to the vehicle(s) or has an approved lease on the vehicle(s). “Operate” means the owner either physically drives the vehicle or hires another to physically drive the vehicle; yet, maintains the right to direct the day-to-day operations of the vehicle.

b) Trucking Operations Definitions: See MN Rule 5200.1106 web site: <https://www.revisor.mn.gov/rules/?id=5200.1106>

Independent Trucking Operator: an individual or partnership who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project. The individual owns or leases and drives the equipment, is responsible for the maintenance of the equipment, bears all operating costs, determines the details and means of performing the services, and enters into a legally binding agreement that specifies the relationship to be that of an independent contractor and not that of an employee.

Multiple Truck Operations: any legal business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. The owners of a trucking firm may either drive the vehicles or hire employees to drive the vehicles. Employee drivers are subject to the appropriate prevailing wage rate. The owner driving a vehicle is obligated to account for the value of his/her services as a driver at the appropriate prevailing wage.

Partnerships: a legal business entity where two or more individuals hold vehicles under lease and contract those vehicles and their services to an entity which provides construction services to a public works project. The partners own or lease the equipment, are responsible for maintenance and all operating costs, drive the equipment, determine the details and means of performing the services, and enter a legally binding agreement that specifies the

relationship to be that of a partner and not that of an employee. All partners are subject to the appropriate prevailing wage per city of Duluth ordinance 8940 as amended.

Corporation: any legal business entity that owns or leases vehicles to provide construction services to public works projects. All individuals are employees of the corporation and subject to the appropriate prevailing wage regardless of title or position.

Broker: an individual or firm who (activities include, but are not limited to):

- contracts to provide trucking services [equipment and driver] in the construction industry to users of such services, such as prime contractors and various subcontractors of the prime;
- contracts to obtain services from other trucking operations and dispatches them to various assignments;
- receives payment from the users (such as prime contractors and various subcontractors) in consideration for the trucking services provided; and
- makes payment to the providers (trucking operations so contracted with) for their services.

(9) **Specific documentation from trucking operations.**

Independent Trucking Operators

The owner/operator of a truck must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for each truck the owner/operator drives on each construction project *before commencing work on that project*. These documents must be sent to the prime contractor who will then forward the material to Labor Standards, Engineering Division at the City of Duluth.

Multiple Truck Operators

Weekly certified payrolls and payment of corresponding prevailing wages plus the fringe benefit package will be required for each project where trucks are operating. This covers the owner plus all employees performing work on the project.

Partnerships

Weekly certified payrolls and payment of corresponding prevailing wages plus fringe benefit packages will be required for each project where trucks are operating. This covers all partners of the organization who perform work on the project.

Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly certified payroll. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates or licenses have expired.

Employees of the partnership are always reported on a weekly certified payroll and paid the appropriate prevailing wage plus fringe benefit package for the work being performed.

Corporations

All persons employed by the corporation are subject to receive payment of the prevailing wage plus the fringe benefit package for the work performed on a project regardless of title or position. Weekly certified payrolls must be submitted for all work performed on the project.

Brokers

Truck ownership and a **bonafide contract** between the broker and another trucking operation, a prime contractor, or a subcontractor must be identified. Paperwork must be submitted with the month end trucking report to the city of Duluth Labor Standards representative - Engineering. Certified payrolls are not required when the above documentation is provided and approved.

(10) **Month End Trucking Report - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

The Minnesota Department of Transportation Month End Trucking Report Form A and Form B plus Minnesota Department of Transportation Month End Trucking Report Statement of Compliance are *only required on state funded projects*.

A guide for completing the forms including definitions and the reports, themselves, may be downloaded from:

www.dot.state.mn.us/const/labor/forms.html

Payment to the prime contractor may be withheld until documentation is received and approved.

(11) **Truck Rental Rates - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

Truck rental rates are listed in the prevailing wage section of the project specifications.

(12) **Minnesota Rules 5200.1105 and 5200.1106**

These rules are incorporated into this supplementary general conditions part II by reference and are found on these web sites:

www.revisor.mn.gov/rules/?id=5200

(13) **Truck Axles** web site: <https://www.revisor.mn.gov/rules/?id=5200.1100>

Per Minnesota Rules 5200.1100 Master Job Classifications, a truck "unit" refers to all axles including the steering axle. A tag axle is also counted as one of the axles. Examples: four rear axles plus one steering axle = five axles total one rear axle plus one steering axle = two axles total

(14) **Non-Compliance and Enforcement**

- a) The prime contractor shall be liable for any unpaid wages to its workers or those of its lower-tier subcontractors, trucking companies/Multiple Truck Owners (MTO's) and/or Independent Truck Owner/Operator (ITOs) [MnDOT Standard Specifications for Construction, Section 1801].
- b) See Section 9, MnDOT Specification 1906 Partial Payments and Section 5, page two of this document.
- c) City of Duluth ordinance 8940 as amended.

(15) **IC-134 form - Withholding Affidavit for Contractors**

The IC-134 form will be required from all Multiple Truck Operators, Partnerships, and Corporations performing trucking services on a project before the retainage or all remaining funds can be released. Web site for completing form online: www.mndor.state.mn.us

The form, itself, is found at: and www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf

(16) **Owners, Supervisors, Foremen listed on certified payrolls.**

All persons working on a City of Duluth project including owners, partners, supervisors, salaried persons, and working foremen who perform laborer and/or mechanic work shall be reported on the weekly certified payroll reports including all data required of any laborer or mechanic. (ordinance 8731, 6/24/85 and 8940 as amended).

(17) **Supporting documentation.**

At his/her discretion, the City of Duluth employee responsible for prevailing wage labor standards may demand proof of payment of the prevailing wage which may include copies of a payroll register, itemized time sheet and matching cancelled check, or any other supporting documents as stipulated. Payment to the prime contractor may be withheld until documentation is received and approved.

(18) **Kickbacks from Public Works employees prohibited.**

No contractor working on a project or other person shall, by force intimidation, or threat of termination of employment, cause any employee working on a project to give up any part of the compensation to which he is entitled under his contract of employment.

Section 9

**Minnesota Department of Transportation Specification 1906 Partial Payments
Process For "Withholding Contract Monies" and "Default and Termination of a Contract" 11/5/04**

Mn/DOT Specification 1906 Partial Payments describes the Commissioner's authority to withhold funds to protect the Department's interests. In addition, Specification 1808 Default and Termination of a Contract describes the Commissioner's authority to take the prosecution of the work out of the hands of the Contractor.

Additionally, on projects funded in whole or part with federal funds and in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", incorporated into federal aid contracts, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

However, the Department must give the Contractor, and its Sureties due notice prior to exercising these authorities. The withholding of contract funds, in accordance with Specification 1906 or the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", should be implemented as soon as a possible prevailing wage violation is recognized. However, Default and Termination of a Contract, in accordance with Specification 1808, should only be exercised as a "last resort" if the Contractor is not willing to comply.

Definitions

(Mn/DOT Standard Specifications for Construction 2000 Edition, Section 1103)

Commissioner: The Commissioner of the Minnesota Department of Transportation, or the chief executive of the department or agency constituted for administration of Contract work with its jurisdiction.

Contractor: The individual, firm or corporation Contracting for and undertaking prosecution of the prescribed work; the party of the second part to the Contract, acting directly or through a duly authorized representative.

Department: The Department of Transportation or the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the Contract work within its jurisdiction.

(Form 1273 - 29 CFR, Part 5.1, Definitions)

Contracting Officer: The individual, a duly appointed successor or authorized representative who is designated and authorized to enter into Contracts on behalf of the Federal Agency and/or the City of Duluth.

Important Considerations

1. Upon completion of the work under a contract, the department should consider issuing the final voucher as soon as possible. Failure to finalize a contract expeditiously could result in subsequent claims that would prevent the department from finalizing the contract. However, before the issuance of the final voucher, the department must be able to ensure that the terms of the contract have been satisfied. Failure on the part of the department to ensure compliance could result in the Mn/DOT state aid division retaining funds from the department in accordance with *Minnesota Rules 8820.3000, subpart 5*.
2. On every contract, the department should withhold the final retainage in accordance with the following guidelines: (1) if the total amount of the contract is \$1,000,000 or more, the department should retain funds not more than \$50,000, (2) if the total amount of the contract is less than \$1,000,000, the department should retain 5% of the total contract, (3) retainage should be withheld until the department can ensure that the contractor has met the terms of the contract or until the finalization of the contract.
3. This guide specifies that the department verbally notify the bonding company early in the process. Generally, as a "rule of thumb", notifying the bonding company is usually the "last resort". However, the justification for the early notification is related to the language found in *Minnesota statute 574.31, subdivision 2*, which summarizes that if an individual or the department does not submit a claim on the payment bond within 120 days after the completion of work under the contract, the claim can be denied.

The following are general guidelines that should be followed prior to placing a Contractor in default:

- Step 1: Upon verbal or written notification that a possible prevailing wage violation exists, the Department should give written notice to the Contractor regarding the nature of the claim, along with the Department's intent to withhold monies until the claim is investigated and determined to be in compliance. Additionally, the Department should inform the Contractor that the bonding company has been verbally notified of the claim. Please be aware, the Department should ensure employee confidentiality at all times.
- Step 2: Upon a preliminary determination surrounding the financial extent of the claim, the Department should consider retaining a "reasonable" portion of one or more partial estimates in accordance with Mn/DOT's 2000 Standard Specifications for Construction, Section 1906; or on federal aid contracts, in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding".
- Step 3: If it is determined that the claim is valid, the Department should schedule a meeting with the Contractor and attempt to resolve the matter. If the claim is determined to be invalid, the Department should release any partial estimates that may have been held as a result of the claim. However, the Department should continue to withhold the final retainage in accordance with the above-mentioned: *Important Considerations, 2*.
- Step 4: If resolution cannot be obtained through a meeting, the Department should order the Contractor, in writing, to complete their obligations under the contract. The letter should clearly state the circumstances under which the Department has deemed that the Contractor has not met the terms of the contract. Additionally, the Department should include a reasonable deadline for this obligation to be completed. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 5: In the event that the Contractor does not respond to the Department's written order, the Department should send a similar letter, requesting that the Contractor respond immediately, in writing, regarding the Contractor's intention to comply or not comply with the order. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 6: If the Department still does not get a proper response from the Contractor, the Department should write another letter, addressed to both the Contractor and the Surety, specifying all the facts of the alleged breach, demanding that the Contractor, or its Surety, respond satisfactorily within 10 days or the Department may exercise its authority to Default and Terminate the Contract in accordance within/DOT's 2000 Specifications for Construction, Section

1808. It's important to provide sufficient detail so that the Surety understands the situation. This notification should be sent by certified mail. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.

Step 7: If the Contractor or Surety is unresponsive after 10 days, the Department should consult with their attorney to consider proceeding with Default and Termination of the Contract.

Step 8: Upon termination of the contract, the Department provides a written order to the Surety, requiring the Surety to bring resolution to the prevailing wage violation.

Step 9: The Department places the Contractor on a Non-Responsible Bidder's List and rejects any future awards.

Section 10

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete; Page 4 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Section 11

Equal Opportunity Laws and Regulations

(A) In addition to Contract specifications set forth below, the Contractor shall conduct and administer this Contract in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations of 24 CFR Part 135;
- (5) Executive Order 11246, as amended by Executive Order 11375 and 12086 and implementing regulations at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135) and implementing regulations when published for effect;
- (9) The Minnesota Human Rights Act of 1974, as amended (Chapter 363).

Equal Opportunity and Affirmative Action

(A) Contractors and Subcontractors that have a work force in excess of fifty (50) employees and a contract in excess of \$50,000.00 shall prepare and maintain an appropriate affirmative action plan in accordance with the provisions of 41 CFR 60 "Compliance Responsibility for Equal Opportunity".

(B) Non-segregated Facilities. The Contractor shall certify that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, 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 or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, and/or disability because of habit, local custom, or otherwise.

General Provisions Against Discrimination

(A) In all hiring or employment made possible by or resulting from this Contract, there:

- (1) will not be any discrimination against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.
- (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.

(B) No person in the United States shall, on the grounds of race, color, creed, religion, national origin, age, sex, marital status, status with respect to public assistance, and/or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of the Federal Agency effectuating Title VI of the Civil Rights Act of 1966. The Contractor will note this requirement in all solicitations or advertisements for employees. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under these provisions, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor hereby agrees that he will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of these Contract Documents.

(E) The Contractor further agrees that he will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60, with respect to his own employment practices when he participates in federally assisted construction work: **Provided:** That of the Contractor so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract. Also, the Contractor will make his files available to inspection by appropriate government agencies and shall furnish those reports as may be required by said agencies.

(F) The Contractor agrees that he will assist and cooperate actively with the Federal Agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the Federal Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the Federal Agency in the discharge of its primary responsibility for securing compliance.

(G) The Contractor further agrees that he will refrain from entering into any contract or any contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if he fails or refuses to comply with these undertakings, the City or the Federal Agency may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

Affirmative Action - "Construction Contracts" over \$10,000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation (percent)</u>	<u>Goals for female participation (percent)</u>
From April 1, 1980 until revised	3.0	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The Contractor shall provide written notification to the City and to the Director of the Office of Federal Contract Compliance Programs; U.S. Department of Labor, ESA/OFCPP, 16th Floor, 230 South Dearborn Street, Chicago, Illinois, 60604, within 10 working days of award of any construction subcontract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the contractor and/or subcontractor; employer identification number; estimated dollar amount of the prime contract; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the Contract, the "covered area" is all work under a contract currently held with the City of Duluth, Minnesota.

Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor; or any person to whom the Director delegates authority;
- b) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- c) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notices of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitments and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of officers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, national origin, sex, ancestry, age, marital status, status with respect to public assistance and/or disability.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails

to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Affirmative Action for Handicapped Workers

(applies to contracts in excess of \$2,500)

(A) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(F) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(applies to contracts in excess of \$10,000)

(A) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

(C) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(D) The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(E) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions, and has so

advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(F) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(G) The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement for that opening.

(H) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(I) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(J) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(K) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(L) The Contractor will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance qualified disabled veterans and veterans of the Vietnam era..

(M) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 12

Employment Opportunities - "HUD Section 3"

General

These requirements apply to the City of Duluth contracts receiving assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

Type of Covered Projects

24CFR570.607 (b) of the HUD CDBG Program Regulations state in part "... that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be given to low- and very low-income persons.

Thresholds

In accordance with the provisions of 24CFR135.3(a) (3) (ii) (A), the requirements of this Section apply to those recipients as defined at 24CFR135.5 when the amount of this contract exceeds \$200,000.

In addition, in accordance with the provisions of 24CFR135.3 (a) (3) (ii) (B), the requirements of this Section apply to any contractor or subcontractor whose contract exceeds \$100,000 as a result of assistance provided under this contract.

Requirements (Section 3 Clause)

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement, or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 13

Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA

General

Municipalities that receive loan funding must comply with Federal requirements concerning utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). These requirements are designed to encourage the prime contractors to utilize MBEs and WBEs whenever procurement opportunities occur.

Regulation

40 C.F.R. Section 35.3145(d) Application of other Federal Authorities, M/WBE Requirements

Executive Orders No. 11625, 12138 and 12432 - Promoting the use of M/WBEs

Section 129 of Public Law 100-590 - Small Business Administration Reauthorization and Amendment Act of 1988

Regulations detailed in the EPA's *Cross-Cutting Federal Authorities - Clean Water Act State Revolving Fund Program and Safe Drinking Water Act State Revolving Fund Program*

Implementation

The "fair share" target percentage participation proposed for this project is 3.5 percent (3.5%) for MBE and 11.5 percent (11.5%) for WBE.

If the Contractor intends to let any subcontractors for a portion of the work, the Contractor shall take affirmative steps to assure that minority and women businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Include qualified minority businesses on solicitation lists.
- b) Assure that minority businesses are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d) Where the requirement permits, establish delivery schedules, which will encourage participation by minority businesses.
- e) Use the services and assistance of the Office of Minority Business Enterprise of the Department of Commerce.

The low bidder will be required to submit to the City of Duluth documentation of his good faith efforts to meet the targeted goals of utilizing MBEs and WBEs.

Section 14 - Forms

Minnesota Department of Transportation and City of Duluth, Minnesota funded certified payroll forms

- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html
- Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
use front side only

U. S. Department of Housing and Urban Development and federal government funded certified payroll forms

- Statement of Compliance Form & Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
(use reverse side for Statement of Compliance form)
- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html

Minnesota Department of Transportation Trucking Requirements

- Month End Trucking Report Form A and Form B
- Month End Trucking Report Statement of Compliance
- Definitions, instructions, forms:
www.dot.state.mn.us/const/labor/forms.html

General Decision Number: MN170041 01/20/2017 MN41

Superseded General Decision Number: MN20160041

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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 01/06/2017

1 01/20/2017

ASBE0049-007 06/01/2016

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (Includes the

application of all insulating

materials, protective

coverings, coatings &

finishes to all types of

mechanical systems).....\$ 28.77 24.70

BOIL0647-007 01/01/2013

Rates Fringes

BOILERMAKER.....\$ 32.40 25.37

BRMN0001-050 05/01/2016

ST LOUIS (Remaining Northern part)

Rates Fringes

TILE SETTER.....\$ 24.91 22.52

BRMN0003-008 05/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.91	22.82

* BRMN0003-011 05/01/2016

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

	Rates	Fringes
TILE SETTER.....	\$ 24.91	22.52

BRMN0016-002 05/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.47	23.26

CARP0068-005 07/01/2012

Rates Fringes

SOFT FLOOR LAYER.....\$ 30.94 11.75

CARP0361-012 05/01/2015

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).....\$ 29.55 16.08

CARP0606-001 05/01/2015

EXCLUDING DULUTH AREA

Rates Fringes

CARPENTER (Including
Acoustical Installation,
Drywall Hanging, Form Work &
Overhead Door Installation).....\$ 29.45 14.37

ELEC0242-012 05/29/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.92	25.05

ELEC0294-006 05/29/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.60	71.72%

ENGI0049-045 05/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.14	18.40
GROUP 2.....	\$ 38.80	18.40
GROUP 3.....	\$ 37.39	18.40

GROUP 4.....	\$ 37.05	18.40
GROUP 5.....	\$ 36.13	18.40
GROUP 6.....	\$ 34.62	18.40
GROUP 7.....	\$ 33.50	18.40
GROUP 8.....	\$ 31.49	18.40

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 06/05/2016

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 31.54	24.90

LABO1091-011 01/01/2016

	Rates	Fringes
LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings.....	\$ 29.20	17.43

LABO1091-013 05/01/2012

ST. LOUIS (South of T 55 N)

	Rates	Fringes
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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 05/02/2016

	Rates	Fringes
GLAZIER.....	\$ 30.17	17.47

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
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Repaint:

Brush, Roller.....\$ 27.31	15.27
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Spray, Drywall

Finisher/Taper.....\$ 27.91	15.27
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PLAS0633-024 05/01/2016

ST. LOUIS (North of White Face River) COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 29.46	15.77
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PLAS0633-059 05/01/2016

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

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 30.86	17.13
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PLUM0011-019 05/02/2016

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

Rates	Fringes
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PLUMBER/PIPEFITTER.....\$ 39.07	18.73
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PLUM0589-007 05/01/2016

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

	Rates	Fringes
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PLUMBER/PIPEFITTER

Contracts \$90,000.00 and

under.....	\$ 39.25	18.66
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Contracts over \$90,000.00...	\$ 39.25	18.66
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ROOF0096-024 07/01/2015

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

	Rates	Fringes
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ROOFER.....	\$ 32.15	14.67
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ROOF0096-025 05/01/2016

ST. LOUIS (Remaining Northern two-thirds)

	Rates	Fringes
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ROOFER.....	\$ 29.00	11.82
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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
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SHEE0010-056 05/01/2008

ST. LOUIS (Northern two-thirds)

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 29.99	16.08
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SUMN2009-050 07/27/2009

	Rates	Fringes
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LABORER: Landscape.....	\$ 12.88	4.61
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TRUCK DRIVER: Dump Truck.....	\$ 19.15	5.70
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

Building Trades Affiliates Contract Expirations

Heat & Frost Insulators Local 49	May 31, 2017
Boilermakers Local 647	December 31, 2016
Bricklayers Local 1	April 30, 2018
Carpenters Local 361	May 30, 2017
Cement Masons Local 633	April 30, 2017
Elevator Constructors Local 9	July 8, 2017
Glaziers Local 106	April 30, 2017
IBEW Local 242	May 31, 2019
Iron Workers Local 512	April 30, 2019
Laborers Local 1091	April 30, 2017
Operator Engineers Local 49 (Bldrs)	April 30, 2019
(Hwy Heavy)	April 30, 2017
Painters Local 106	April 30, 2017
Plumbers & Steamfitters Local 11	April 30, 2017
Roofers Local 96	June 30, 2016
Sheet Metal Local 10	April 30, 2019
Sprinkler Fitters Local 669	March 31, 2019
Teamsters Local 346	April 30, 2017

Updated 10/3/2016

DULUTH BUILDING AND CONSTRUCTION TRADES COUNCIL

2002 LONDON ROAD

LABOR CENTER

DULUTH, MINN. 55812



Officers: Craig Olson <i>President</i> Darrell Godbout <i>Vice President</i> Dan Olson <i>Secretary</i> Jeff Daveau <i>Treasurer</i>	ASBESTOS WORKERS LOCAL 49 Dave Cartwright 2002 London Road #210 Duluth, MN 55812 (218) 724-3223 / Fax# 724-1870 dave@insulatorslocal49.org	BOILERMAKERS LOCAL 647 Bill Polchow 1007 NW 4 th Street, Ste C Grand Rapids, MN 55744 (218) 326-2522 / Fax# SAME bpolchow647@outlook.com	BAC LOCAL #1 CHAPTER 3 DULUTH & IRON RANGE Stan (Ogie) Paczynski 2002 London Road #100 Duluth, MN 55812 (218) 724-8374 / Fax# 724-8341 spaczynski@bac1mn-nd.org
Boilermakers #647 Bricklayers #1	CARPENTERS LOCAL 361 Steve Risacher & Chris Hill 5238 Miller Trunk Hwy Hermantown, MN 55811 (218) 724-3297 / Fax# 724-8536 sisacher@ncsrcc.org chill@ncsrcc.org	CEMENT MASONS LOCAL 633 Michael Syversrud 2002 London Road #112 Duluth, MN 55812 (218) 724-2323 / Fax# 724-2472 mikes@local633.org	ELEVATOR CONSTRUCTORS LOCAL 9 Dave Aaserud 433 Little Canada Rd E Little Canada, MN 55117 (651) 287-0817 / Fax# 287-0820 d.aaserud@local9.com
Carpenters #361	IBEW LOCAL 242 Don Smith 2002 London Road #111 Duluth, MN 55812 (218) 728-6895 / Fax# 728-1965 dsmithlc1242@unions-america.com	IRON WORKERS LOCAL 512 Darrell Godbout, <i>Vice President</i> 3752 Midway Road Hermantown, MN 55810 (218) 724-5073 / Fax# 724-1525 darrell@iron512.com	LABORERS LOCAL 1091 Dan Olson, <i>Secretary</i> 2002 London Road #119 Duluth, MN 55812 (218) 728-5151 / Fax# 728-2431 laborers@local1091.com
Cement Masons #633	MILLRIGHTS & MACHINERY ERECTORS LOCAL 1348 Wayne Nordin 307 N 1 st Street Virginia, MN 55792 (218) 741-6314 / Fax# 741-6017 wnordin@ncsrcc.org	OPERATING ENGINEERS LOCAL 49 Brent Pykkonen 2002 London Road #116 Duluth, MN 55812 (218) 724-3840 / Fax# 728-1441 pyke49@yahoo.com	PAINTERS LOCAL 106 Craig Olson, <i>President</i> 2002 London Road #106 Duluth, MN 55812 (218) 724-6466 / Fax# 724-7359 president@duluthbuildingtrades.com
Elevator #9	PLUMBERS & FITTERS LOCAL 11 Jeff Daveau, <i>Treasurer</i> 4402 Airpark Boulevard Duluth, MN 55811 (218) 727-2199 / Fax# 727-2298 jeff@ualocal11.com	ROOFERS LOCAL 96 Vance Anderson 1145 Villa Vista Circle Cromwell MN 55726 (218) 644-1096 / Fax# SAME valocal96@yahoo.com	SHEET METAL WORKERS LOCAL 10 Doug Christy 6279 Industrial Road Saginaw, MN 55779 (218) 724-6873 / Fax# SAME dchristy@smw10.org
IBEW #242	SPRINKLER FITTERS LOCAL 669 James Westby PO Box 398 Mabel, MN 55954 (507) 493-5671 / Fax# 493-5481 westby@mabeltel.coop	TEAMSTERS LOCAL 346 Rod Alstead 2802 West 1 st Street Duluth, MN 55806 (218) 628-1034 / Fax# 628-0246 team1346@qwest.net	
Insulators #49			
Ironworkers #512			
Laborers #1091			
Millrights #1348			
Operators #49			
Painters #106			
Pipelitters #11			
Roofers #96			
Sheetmetal #10			
Sprinklerfitters #669			
Teamsters #346			

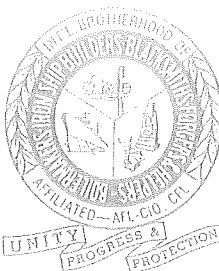
International Brotherhood of

BOILERMAKERS · IRON SHIP BUILDERS

9459 N.W. Highway 10, Suite 105

Ramsey, MN 55303-7280

S-43



Local Lodge No. 647

BLACKSMITHS · FORGERS & HELPERS

Luke A. Voigt

Business Manager/Secretary Treasurer

763-712-9930 . Fax: 763-712-9935

December 1, 2015

TO WHOM IT MAY CONCERN:

The following wage package changes listed below become effective 01/01/2016 thru 12/31/2016 for Boilermakers Local Lodge #647. Per the Great Lakes Articles of Agreement for the year of 2016, there is a \$1.40 increase to be allocated by the membership. The \$1.40 has been allocated as follows: \$1.00 will go to a wage increase, \$.40 will go to an Annuity increase. Per Article 24.4, the 647 Development and Training Fund (D&T) will increase \$.05 for a total contribution of \$.51.

CHANGES AS OF:	January 1, 2016	Effective:	01/01/2016
Increase General Foreman	\$ 1.00	General Foreman Wage	\$ 39.65
Increase Foreman	1.00	Foreman Wage	37.65
Increase Journeyman	1.00	Journeyman Wage	35.15
Increase Annuity	.40	Pension Trust	14.14
Increase 647 D&T	.05	Annuity Trust	4.40
Increase Vacation Fund Deduction	.95	Health & Welfare Fund	7.07
Increase Subsistence	5.00	Retiree Welfare Plan	.50
		Apprenticeship Fund	.40
		MOST	.34
		647 D&T	.51
		Deductions (after tax)	
		Vacation Trust	2.00
		647 Political Action Fund	.05

All other benefits and deductions remain the same for the Great Lakes Articles of Agreement as listed further in this letter.

Subsistence will be paid under the terms and conditions of the Great Lakes Articles of Agreement. For the provisions of the agreement on subsistence, Addendum A of the agreement states effective 01/01/2016 thru 12/31/2016 the daily rate of Subsistence is \$65.00 per day if a Boilermaker's permanent address is 50 miles from the jobsite.

Boilermaker-Blacksmith National Pension Trust (\$14.14), National Annuity (\$4.40), National Health & Welfare Fund (\$7.07), Boilermakers Great Lakes Region Retiree Welfare Plan (\$.50), Boilermakers 647 D&T Fund (\$.51), Boilermakers 647 Political Action Fund (\$.05 deducted after taxes), to be paid on hours PAID, not hours worked.

Vacation Trust (\$2.00 deducted after taxes), Apprenticeship Fund (\$.40) and MOST (\$.34) are to be paid on hours WORKED.

647 Political Action Fund and 647 D&T Fund monies will be submitted to Local 647 on separate forms and will require separate checks for each fund.

Boilermakers receive time and one-half over the established workday of eight hours and all time worked on Saturdays. All time worked on Sundays and holidays are double time.

Effective November 1, 2011, Field Dues increased to 4.25% of the gross pay, which is remitted to Local 647.

An Emergency Work Addendum has been added to the Great Lakes Articles of Agreement which provides for time and one half rate of pay for unscheduled emergency outages. If you would like a copy of this addendum please contact Local 647.

This is the third and final year of the agreement.

If you have any questions please call me at 763-712-9930.

Very truly yours,

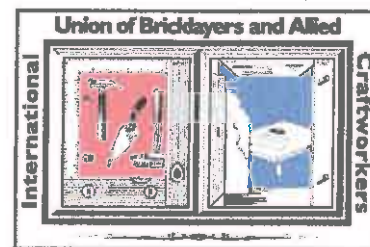
A handwritten signature in dark ink, appearing to read "Luke Voigt", followed by a horizontal line extending to the right.

Luke A. Voigt
Business Manager/Secretary Treasurer
Boilermakers Local Lodge #647

LAV/vm
opeiu #12

Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota



312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J COOK
President/Secretary-Treasurer

To: All Associated General Contractors
Minnesota Masonry Contractors
Independent Contractors
Chapter #3
Duluth Area

Scope of the Agreement

This agreement shall cover all of the part of St. Louis County, south of a line between townships 54 and 55 (two miles north of Cotton), also the eastern half of Aitkin County on a line with the northeast boundary line of Mille Lacs County, also Carlton, Lake, Cook, Pine and Kanabec.

May 6, 2016

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA DULUTH AREA – BRICKLAYERS, BLOCKLAYERS AND P.C.C.'S

This is to advise you that the new working agreement calls for a \$1.90 increase per hour with rates retroactive to May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

	HEALTH		IU & PPA	LOCAL	DUL	DUL						
WAGES	\$BANK – RPP	HRA	PENSION	PENSION	ANN	VAC	DUES	IMI	APPR	FCF	TOTAL	
29.64	(6.96 + 1.10)	.88	(1.50 + .52)	7.15	3.85	2.00	1.27	.56	.30	.02	55.75	

Base Rate: \$29.64
Vacation, Dues Check Off: \$3.27
Taxable Amount: \$32.91

FOREMAN RATE - The NEW Foreman rate shall be an additional \$3.50 above the scale.

REFRACTORY - The Refractory Base Wage rate shall be \$31.14 with above fringe benefits.

VACATION PAY - Vacation Pay shall be pyramided in all overtime pay. Time and one-half = \$3.00
Double-time = \$4.00

Sincerely,

Michael J Cook

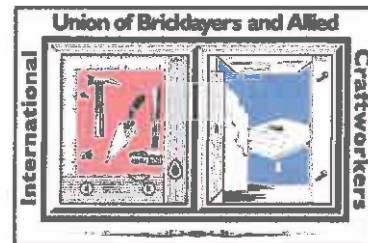
Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota
8 – 2016

APPRENTICE WAGES

BASE WAGE	TAXABLE
0 - 1999 hours 65% - \$19.27	\$22.54*
2000 - 3999 hours 75% - \$22.23	\$22.50*
4000 - 5999 hours 85% - \$25.19	\$28.46*
6000 hours full wages & fringe benefits *	
Taxable wage - Includes Vacation and Dues	

Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota



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Minneapolis, Minnesota 55414

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TELEPHONE: 612/379-2966

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MICHAEL J. COOK
President/Secretary-Treasurer

To: All Associated General Contractors
Minnesota Tile Contractors
Independent Contractors
Chapter #3
Duluth Area

Scope of the Agreement

This agreement shall cover the counties of St. Louis, Koochiching, Itasca, Aitkin, Carlton, Lake, and Cook. The agreement shall also cover all of the part of Pine County north of County Road 30 and include the city of Sandstone.

April 29, 2016

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA

DULUTH AREA - TILE LAYERS

This is to advise you that the new working agreement calls for a \$1.40 increase per hour on May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	LOCAL ANNUITY	VAC.	DUES	IMI	APPR	FCF	TOTAL
23.32	(5.65 + 1.10)	1.21	(1.50 + .52)	7.15	4.72	.50	1.09	.47	.20	.02	47.45

Base Rate: \$23.32
Vacation, Dues Check Off: \$1.59
Taxable Amount: \$24.91

Foreman shall receive an additional \$1.00 above the scale.

Sincerely,

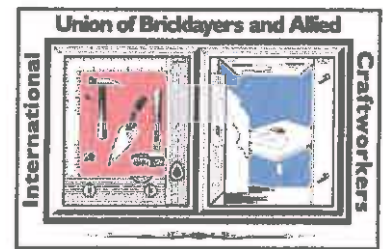
Michael J. Cook

Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota

APPRENTICESHIP WAGES

	BASE WAGE	TAXABLE
0 - 1999 hours 90%	\$20.99	\$22.58 *
2000 - 3999 hours 95%	\$22.15	\$23.74 *
4000 hours full wage & fringe benefits		

* Taxable wage = Includes Dues*



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J. COOK
President/Secretary-Treasurer

To: All Associated General Contractors
Minnesota Tile Contractors
Independent Contractors
Chapter #3
Duluth Area

Scope of the Agreement

This agreement shall cover the counties of St. Louis, Koochiching, Itasca, Aitkin, Carlton, Lake, and Cook. The agreement shall also cover all of the part of Pine County north of County Road 30 and include the city of Sandstone.

April 29, 2016

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA DULUTH AREA - TILE FINISHERS

This is to advise you that the new working agreement calls for a \$1.40 increase per hour on May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

WAGES	HEALTH \$BANK - RPP	IU & PPA HRA	PENSION	LOCAL PENSION	LOCAL ANNUITY	VAC.	DUES	IMI	APPR	FCF	TOTAL
16.54	(5.65 + 1.10)	1.00	(1.50 + .52)	7.15	.54	.50	.87	.36	.20	.02	35.95

Base Rate: \$16.54
Vacation, Dues Check Off: \$1.37
Taxable Amount: \$17.91

Sincerely,

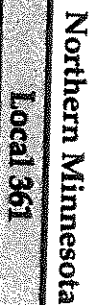
Michael J. Cook

Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota

APPRENTICESHIP WAGES

	BASE WAGE	TAXABLE
0 - 999 hours	70% - \$11.58	\$12.95*
1000 - 1999 hours	75% - \$12.41	\$13.78*
2000 - 2999 hours	80% - \$13.23	\$14.60*
3000 - 3999 hours	85% - \$14.07	\$15.43*
4000 hours	full wage & fringe benefits	

* Taxable wage = Includes Dues*



Commercial Carpenter Wage Rates

Effective May 1, 2016											
Classification	Percent (%)	Gross Wages	Savings	Dues	Fringe Benefits						
					Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting	Total Package	
Commercial Foreman (+2.00 Above JP)	100%	\$31.97	-\$1.30	-\$1.20	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$48.95	
Commercial Journeyman	100%	\$29.97	-\$1.30	-\$1.20	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$46.95	
Apprentice											
6125-7000	97%	\$29.07	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$46.05	
5250-6125	93%	\$27.87	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$44.85	
4375-5250	88%	\$26.37	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$43.35	
3500-4375	83%	\$24.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$41.86	
2625-3500	78%	\$23.38	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$40.36	
1750-2625	73%	\$21.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$38.86	
875-1750	68%	\$20.38	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$37.36	
0-875	63%	\$18.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$35.86	

Consisting of Carlton, Cook, Pine, and portions of Lake and St. Louis Counties in Minnesota and Douglas and Western Bayfield Counties in Wisconsin.



CEMENT MASONS, PLASTERERS AND SHOPHANDS Local No. 633

of Minnesota, North Dakota, and NW Wisconsin · AFL-CIO

312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414

Phone (612)379-1558 · Fax (612)379-1559

GREG MASSEY
Financial Secretary
Business Manager

DAVE SCHUTTA
President

JOSEPH DeRASI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS RAGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2016 WAGE RATES - BUILDERS DIVISION

This Agreement shall govern work done in the areas defined as follows: All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of the northern boundaries of Dell Grove, Sandstone and Danforth townships, and that part of St. Louis County south of Co Rd 967 which is two miles north of cotton on Hwy #53, as well as the following counties in Wisconsin: Douglas, Bayfield, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2016

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
30.86	7.48	1.25	7.94	(5.27)	.46	47.99

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$30.86 = \$46.29 TAXED, THEN MINUS \$5.27 FOR SAVINGS EACH HOUR)
After all taxes are deducted from the Basic Wage rate, \$5.27 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$2.00 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	21.60
1001-2000 HRS	75%	23.15
2001-3000 HRS	80%	24.69
3001-4000 HRS	85%	26.23
4001-5000 HRS	90%	27.77
5001-6000 HRS	95%	29.32



CEMENT MASONS, PLASTERERS AND SHOPHANDS Local No. 633

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MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2016 WAGE RATES - HIGHWAY/HEAVY DIVISION

This Agreement shall govern work done in the areas defined as follows:
All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of T.24N, and that part of St. Louis County south of T.55N, as well as the following counties in Wisconsin: Ashland, Douglas, Bayfield, Burnett, Iron, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2016

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
33.95	7.48	1.75	7.94	(5.67)	.46	51.58

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$33.95 = \$50.93, TAXED, THEN MINUS \$5.67 FOR SAVINGS EACH HOUR) After all taxes are deducted from the Basic Wages, \$5.67 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	23.77
1001-2000 HRS	75%	25.46
2001-3000 HRS	80%	27.16
3001-4000 HRS	85%	28.86
4001-5000 HRS	90%	30.56
5001-6000 HRS	95%	32.25



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JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

**TO: ALL NORTHERN MINNESOTA & NORTHWESTERN WISCONSIN
PLASTERING CONTRACTORS**

ATTN: PAYROLL DEPT, 2016 WAGE RATES

This Agreement shall govern work done in the areas defined as follows:
All of the following counties: Aitkin, Carlton, Cook, Itasca, Lake, St. Louis,
and that part of Pine County north of T.24N, as well as the following
counties in Wisconsin: Ashland, Bayfield, Douglas, Iron, Sawyer,
Washburn, Burnett, and Price.

EFFECTIVE MAY 1, 2016

BASIC WAGE*	HEALTH & HRA WELFARE		PENSION	SAVINGS*	TRAINING	TOTAL
31.49	7.48	2.00	7.94	(3.60)	.46	49.37

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$31.49 = \$47.24 TAXED, THEN MINUS \$3.60 FOR SAVINGS EACH HOUR). After all taxes are deducted from the Basic Wage rate, \$3.60 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	22.04
1001-2000 HRS	75%	23.62
2001-3000 HRS	80%	25.19
3001-4000 HRS	85%	26.77
4001-5000 HRS	90%	28.34
5001-6000 HRS	95%	29.92



INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

LOCAL UNION NO. 9
433 Little Canada Road E.
Little Canada, MN 55117

AFFILIATED WITH THE AFL-CIO
Phone: (651) 287-0817
Fax: (651) 287-0820

Wage & Fringe Benefits: January 1, 2015

To: All Employers doing Business within the Jurisdiction of IUEC Local 9

Subject: Wage rates effective January 1, 2015 – IUEC Local 9

Minnesota, North Dakota and Western Wisconsin

In accordance with the provisions of Article V of the current labor agreement (2012-2017) between all signatory employers and the International Union of Elevator Constructors, the following rates shall be effective on January 1, 2015:

Mechanic In Charge.....	(112.5%)	\$50.55
Mechanic.....	(100.0%)	\$44.93
4 th Year Apprentice.....	(80.0%)	\$35.94
3 rd Year Apprentice.....	(70.0%)	\$31.45
2 nd Year Apprentice.....	(65.0%)	\$29.20
1 st Year Apprentice.....	(55.0%)	\$24.71
Probationary Apprentice.....	(50.0%)	\$22.47
Helper.....	(70.0%)	\$31.45

The company will make fringe benefit contributions per hour worked in accordance with the following schedule:

Health Benefit Plan.....	\$13.575
Pension.....	\$ 8.46
Annuity.....	\$ 5.75
Education.....	\$ 0.60
Elevator Ind. Work Preservation Fund.....	\$ 0.30
TOTAL.....	\$28.685

Vacation: 6% Hourly pay under 5 years

8% Hourly pay over 5 years

Local 106 Glaziers Wage Rates Effective May 4, 2015

Journey person Wage Rates:

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
Glaziers	\$29.67	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$46.51	\$2.30	\$1.83	
Auto Glass	\$23.74	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$40.58	\$2.30	\$1.62	

Apprentices Indentured BEFORE May 1, 2014:

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
0-1000	50	\$14.84	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$31.68	\$1.15	\$1.31	
1001-2000	55	\$16.32	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$33.16	\$1.27	\$1.36	
2001-3000	60	\$17.81	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$34.65	\$1.38	\$1.42	
3001-4000	70	\$20.77	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$37.61	\$1.61	\$1.52	
4001-5000	80	\$23.74	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$40.58	\$1.84	\$1.62	
5001-6000	90	\$26.71	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$43.55	\$2.07	\$1.73	

Apprentices Indentured on or AFTER May 1, 2014:

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
0-1000	50	\$14.84	\$6.85	\$5.67	\$1.83	\$0.56	\$ 0.10	\$0.01	\$29.86	\$1.15	\$1.25	
1001-2000	55	\$16.32	\$6.85	\$5.67	\$2.01	\$0.56	\$ 0.10	\$0.01	\$31.52	\$1.27	\$1.31	
2001-3000	60	\$17.81	\$6.85	\$5.67	\$2.19	\$0.56	\$ 0.10	\$0.01	\$33.19	\$1.38	\$1.37	
3001-4000	70	\$20.77	\$6.85	\$5.67	\$2.56	\$0.56	\$ 0.10	\$0.01	\$36.52	\$1.61	\$1.48	
4001-5000	80	\$23.74	\$6.85	\$5.67	\$2.92	\$0.56	\$ 0.10	\$0.01	\$39.85	\$1.84	\$1.60	
5001-6000	90	\$26.71	\$6.85	\$5.67	\$3.29	\$0.56	\$ 0.10	\$0.01	\$43.19	\$2.07	\$1.72	

*The Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare Contribution.

LOCAL UNION #242

Effective Dates	05/31/15	05/29/16	06/04/17	06/03/18				
JW Rate	\$33.90	\$35.01	\$35.92	\$36.80				
Foreman	12.5%	12.5%	13.0%	13.0%				
General Foreman	22.5%	22.5%	23.0%	23.0%				
NEBF	3.00%	\$ 1.02	3.00%	\$ 1.05	3.00%	\$ 1.08	3.00%	\$ 1.10
Vacation	11.00%	\$ 3.73	11.00%	\$ 3.85	11.00%	\$ 3.95	11.00%	\$ 4.05
H & W	27.64%	\$ 9.37	26.76%	\$ 9.37	26.75%	\$ 9.61	26.77%	\$ 9.85
Local Pension	13.55%	\$ 4.59	13.55%	\$ 4.74	13.55%	\$ 4.87	13.55%	\$ 4.99
Annuity	16.00%	\$ 5.42	16.00%	\$ 5.60	16.00%	\$ 5.75	16.00%	\$ 5.89
**Total Package	\$58.05	\$59.65	\$61.20	\$62.70				
LLMCC Employee .02	\$58.03	\$59.63	\$61.18	\$62.68				
Total Package %	71.19%	70.31%	70.30%	70.32%				

****These total packages do not include Apprenticeship (1%), NECA Service Charges (1.25%), Admin. Maint. Fund (.006%/hr.), NLMCC (.01 cent/hr.), or LLMCC (.04 cents/hr.).**

Apprenticeship	1% / .34	1% / .35	1% / .36	1% / .37
Service Charge	1.25% / .42	1.25% / .44	1.25% / .45	1.25% / .46
NLMCC	0.01	0.01	0.01	0.01
Local LMCC	0.04	0.04	0.04	0.04
Admin Maint Fund	0.20	0.21	0.22	0.22
	1.01	1.05	1.08	1.10

401k deduction - \$1.00, \$3.00 & \$5.00 per hour (at employees discretion)

Subsistence for all jobs outside of 35 mile radius of Lake Ave & Superior Street in Duluth - \$15.00
Subsistence for all jobs outside of 70 mile radius of Lake Ave & Superior Street in Duluth - \$50.00

DULUTH APPRENTICE WAGE RATE INFORMATION

6th	6,500 - 8,000	85%	Full Benefits - 5th year
5th	5,000 - 6,500	75%	Full Benefits - 4th year
4th	3,500 - 5,000	65%	Full Benefits - 3rd year
3rd	2,000 - 3,500	55%	Full Benefits - 2nd year
2nd	1,000 - 2,000	50%	H & W / NEBF - 1st year



INTERNATIONAL ASSOCIATION OF

Heat & Frost Insulators & Allied Workers

Local 49

2002 London Road
Duluth, MN 55812

Tel: 218-724-3223
Fax: 218-724-1870
Cell: 218-590-0374

May 28, 2016

To whom it may concern,

The allocation of the wage increase effective June 1st 2016 is as follows:

	Mechanic	4 th Year	3 rd Year	2 nd Year	1 st Year
Base Wage	\$28.77	\$21.83	\$19.13	\$16.49	\$13.79
Savings	\$8.00	\$6.00	\$4.76	\$3.50	\$2.26
Union Dues	\$3.54	\$2.83	\$2.48	\$2.12	\$1.77
Health & Welfare	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20
Pension	\$9.00	\$7.20	\$5.76	\$4.30	\$2.86
Local Training	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Nat'l Training	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Industry Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
LMCT	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total	\$57.26	\$45.81	\$40.08	\$34.36	\$28.63
Total Taxable	\$40.31	\$30.66	\$26.37	\$22.11	\$17.82

Please feel free to call the Local office with questions or concerns.

Sincerely,

David Cartwright
Business Manager

Affiliated with
the AFL-CIO,
Building and
Construction
Trades
Department,
Metal Trades
Department
and Canadian
Labour Congress


PRINTED
IN
U.S.A.

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region A

Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$36.00	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$61.19	\$0.04

\$54.00 Journeyman time and one-half rate

\$72.00 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (three employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$3.25 per hour)

The Employer is required to deduct \$3.25 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

**Contract Administration Fund (C.A.F.)

Not included in the Total Package amount is a voluntary Employer contribution of \$0.04 per hour worked for the Contract Administration Fund.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region B Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$31.54	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$56.73	\$0.04

\$47.31 Journeyman time and one-half rate

\$63.08 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (six employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$3.25 per hour)

The Employer is required to deduct \$3.25 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

****Contract Administration Fund (C.A.F.)**

Not included in the Total Package amount is a voluntary Employer contribution of \$0.04 per hour worked for the Contract Administration Fund.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region C

Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	NDCC
\$30.70	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$55.89	\$0.10

\$46.05 Journeyman time and one-half rate

\$61.40 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (three employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$2.50 per hour)

The Employer is required to deduct \$2.50 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

**North Dakota Construction Council (NDCC)

The Employer agrees to contribute ten cents (\$0.10) per hour worked in addition to the Total Package amounts set forth in this Agreement, for all bargaining unit work performed on sites covered by the North Dakota Construction Council (NDCC) and payable to the NDCC in accordance with the terms and conditions contained in the July 1, 2010 Letter of Understanding Relating to the North Dakota Construction Council (NDCC) between the parties to this Agreement.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

BUILDING WAGE RATES

Duluth/Cloquet Local #1091

Effective May 1, 2015:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	SAFE		Total
1	\$ 23.54	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	.....	\$ 40.04
2	\$ 23.64	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	.....	\$ 40.14
3	\$ 23.94	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	.....	\$ 40.44
4	\$ 24.24	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	.....	\$ 40.74
5	\$ 21.19	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	.....	\$ 37.69

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 18.83	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 35.33
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Foreman/Leadman \$1.50 above highest classification employed in.

Effective May 1, 2016 - \$1.25 increase per hour

*** Vacation is a taxable wage and shall be paid for all hours worked and at 1 1/2 or 2 times the hourly rate when overtime is worked.

"All" Fringes are to be sent to :

Minnesota Laborers' Fringe Benefits Fund
P. O. Box 124
Minneapolis, MN 55440-0124
(651) 256-1800

HIGHWAY HEAVY WAGE RATES

District 2A - Duluth Local #1091

Effective May 1, 2015:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	FCF		Total
1	\$ 28.11	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 44.78
2	\$ 28.31	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 44.98
3	\$ 28.46	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 45.13
4	\$ 28.56	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 45.23
5	\$ 28.81	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 45.48
6	\$ 30.61	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 47.28
7	\$ 24.56	\$ 2.30	\$ 7.55	\$ 6.25	\$ 0.22	\$ 0.08	\$ 0.02	.....	\$ 40.98

Increase May 1, 2016: \$1.57 Allocation of increase TBD

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 22.49	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 39.16
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Pipelayer, Laser Beam (sewer, water, gas) Classification 6 rate.
Foreman/Leadman \$1.50 above highest classification employed in.
General Foreman \$2.25 above Foreman scale (appointed at employers discretion).

*** Vacation is a taxable fringe and part of the gross wage, it shall be paid for all hours worked and at 1 1/2 or 2 times the hourly rate when overtime is worked

"All" Fringes are to be sent to :

Minnesota Laborers' Fringe Benefits Fund
P. O. Box 124
Minneapolis, MN 55440-0124
(651) 256-1800



LOCAL 1348 MILLWRIGHT AGREEMENT

NORTHERN MINNESOTA

MILLWRIGHTS & MACHINE ERECTOR WAGE RATES

Effective May 3, 2015

Classification

				Deductions		Fringe Benefits					
Effective May 3, 2015		Percent (%)	Gross Wages	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Industry Promo Fund	Total Package
Classification											
General Foreman	F + \$1.75	100%	\$36.57	-\$3.50	\$1.46	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$51.35
Foreman	JP + \$2.25	100%	\$34.82	-\$3.50	\$1.39	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$49.60
Journey person		100%	\$32.57	-\$3.50	\$1.30	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
Apprentice	6001-7000	95%	\$30.94	-\$3.50	\$1.24	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$45.72
	5001-6000	90%	\$29.31	-\$3.50	\$1.17	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$44.09
	4001-5000	85%	\$27.68	-\$3.50	\$1.11	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$42.46
	3001-4000	80%	\$26.06	-\$3.50	\$1.04	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$40.84
	2001-3000	75%	\$24.43	-\$3.50	\$0.98	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$39.21
	1001-2000	70%	\$22.80	-\$3.50	\$0.91	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$37.58
	0 - 1000	65%	\$21.17	-\$3.50	\$0.85	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$35.95

Covering the following Counties in the State of Minnesota, Aitkin, Becker, Beltrami, Carlton, Cass, Clearwater, Cook, Lake, Crow Wing, Hubbard, Itasca, Kittson, Koochiching, Lake of the Woods, Manomen, Marshall, Norman, Otter Tail, Pennington, Red Lake, Roseau, St. Louis, Wadena, Wilkin and that part of Clay County outside of a 5 mile radius of Moorhead and that part of Polk County outside of a 5 mile radius of East Grand Forks. In Wisconsin the County of Douglas and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, including the cities of Drummond and Herbster.

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 49
FOR THE:**

HIGHWAY AND HEAVY WAGES EFFECTIVE MAY 1, 2015

EASTERN METROPOLITAN ZONE-(ZONE 1) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$34.78	**	\$8.70	\$1.00	\$7.70	\$.50	\$52.68	\$.02	\$.04
2	33.78	**	8.70	1.00	7.70	.50	51.68	.02	.04
3	33.23	**	8.70	1.00	7.70	.50	51.13	.02	.04
4	32.93	**	8.70	1.00	7.70	.50	50.83	.02	.04
5	29.89	**	8.70	1.00	7.70	.50	47.79	.02	.04
6	28.68	**	8.70	1.00	7.70	.50	46.58	.02	.04

REMAINDER OF EASTERN ZONE-(ZONE 2) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$32.12	**	\$8.70	\$1.00	\$7.70	\$.50	\$50.02	\$.02	\$.04
2	31.12	**	8.70	1.00	7.70	.50	49.02	.02	.04
3	30.67	**	8.70	1.00	7.70	.50	48.57	.02	.04
4	30.37	**	8.70	1.00	7.70	.50	48.27	.02	.04
5	27.80	**	8.70	1.00	7.70	.50	45.70	.02	.04
6	26.93	**	8.70	1.00	7.70	.50	44.83	.02	.04

WESTERN ZONE-(ZONE 3) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$26.85	**	\$8.70	\$1.00	\$7.70	\$.50	\$44.75	\$.02	\$.04
2	25.85	**	8.70	1.00	7.70	.50	43.75	.02	.04
3	24.92	**	8.70	1.00	7.70	.50	42.82	.02	.04
4	24.61	**	8.70	1.00	7.70	.50	42.51	.02	.04
5	22.90	**	8.70	1.00	7.70	.50	40.80	.02	.04
6	22.30	**	8.70	1.00	7.70	.50	40.20	.02	.04

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49
RATES FOR THE:

BUILDERS AGREEMENT – MINNESOTA

WAGES EFFECTIVE MAY 1, 2015 - ZONE 1

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$37.74	*	\$8.70	\$.25	\$7.70	\$.50	\$54.89	\$.02	\$.04
2	\$37.40	*	\$8.70	\$.25	\$7.70	\$.50	\$54.55	\$.02	\$.04
3	\$35.99	*	\$8.70	\$.25	\$7.70	\$.50	\$53.14	\$.02	\$.04
4	\$35.65	*	\$8.70	\$.25	\$7.70	\$.50	\$52.80	\$.02	\$.04
5	\$35.48	*	\$8.70	\$.25	\$7.70	\$.50	\$52.63	\$.02	\$.04
6	\$33.97	*	\$8.70	\$.25	\$7.70	\$.50	\$51.12	\$.02	\$.04
7	\$32.85	*	\$8.70	\$.25	\$7.70	\$.50	\$50.00	\$.02	\$.04
8	\$30.84	*	\$8.70	\$.25	\$7.70	\$.50	\$47.99	\$.02	\$.04

WAGES EFFECTIVE MAY 1, 2015 - ZONE 2

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$35.85	*	\$8.70	\$.25	\$7.70	\$.50	\$53.00	\$.02	\$.04
2	\$35.53	*	\$8.70	\$.25	\$7.70	\$.50	\$52.68	\$.02	\$.04
3	\$34.20	*	\$8.70	\$.25	\$7.70	\$.50	\$51.35	\$.02	\$.04
4	\$33.88	*	\$8.70	\$.25	\$7.70	\$.50	\$51.03	\$.02	\$.04
5	\$33.72	*	\$8.70	\$.25	\$7.70	\$.50	\$50.87	\$.02	\$.04
6	\$32.30	*	\$8.70	\$.25	\$7.70	\$.50	\$49.45	\$.02	\$.04
7	\$31.24	*	\$8.70	\$.25	\$7.70	\$.50	\$48.39	\$.02	\$.04
8	\$29.35	*	\$8.70	\$.25	\$7.70	\$.50	\$46.50	\$.02	\$.04

Local 106 Painters & Drywall Wage Rates

Effective May 4, 2015

Journeyman Wage Rates:

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
Res., Comm. & Indus. Repaint														
Class I	\$27.86	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.08	\$2.70	\$1.74
Class II	\$28.46	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.68	\$2.70	\$1.76

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
New Comm. & New Indus.														
Class I	\$29.36	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$45.58	\$2.70	\$1.80
Class II	\$29.96	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$46.18	\$2.70	\$1.82

Foremen in charge of five (5) or more journeymen shall be paid \$1.00 per hour over the journeyman rate.

Fair Contracting Foundation: \$0.01 paid by employer, \$0.01 paid by employee from Total Package.

Painter Apprentice

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
0-1000	50	\$14.68	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$30.90	\$2.70	\$1.28
1001-2000	55	\$16.15	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$32.37	\$2.70	\$1.33
2001-3000	60	\$17.62	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$33.84	\$2.70	\$1.38
3001-4000	70	\$20.55	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$36.77	\$2.70	\$1.49
4001-5000	80	\$23.49	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$39.71	\$2.70	\$1.59
5001-6000	90	\$26.42	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$42.64	\$2.70	\$1.69

Drywall Taper Appr

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
0-500	50	\$14.98	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$31.20	\$2.70	\$1.29
501-1000	60	\$17.98	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$34.20	\$2.70	\$1.40
1001-1500	70	\$20.97	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$37.19	\$2.70	\$1.50
1501-2000	75	\$22.47	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$38.69	\$2.70	\$1.55
2001-2500	80	\$23.97	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$40.19	\$2.70	\$1.61
2501-3000	85	\$25.47	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$41.69	\$2.70	\$1.66
3001-3500	90	\$26.96	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$43.18	\$2.70	\$1.71
3501-4000	95	\$28.46	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.68	\$2.70	\$1.76

*This Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare contribution.

PLUMBERS & STEAMFITTERS LOCAL #11
4402 AIRPARK BLVD.
DULUTH, MN 55811

JEFFREY DAVEAU SR.
BUSINESS MANAGER

218-727-2199 PHONE
218-727-2298 FAX

WAGE & BENEFIT REVISION EFFECTIVE MAY 4, 2015

BUILDING TRADES JOURNEYMAN

Base Pay	<u>\$34.79</u>
Savings Fund	2.00
Dues Check off	.96
Building Fund	.20
Organizing Fund	.15
UA-PEC	.05
Local PAC	.01
Death Assessment	.01
Total Taxable	<u>\$38.17</u>

Fringes	
Health & welfare	<u>6.85</u>
H R Fund	<u>.15</u>
Local Pension	<u>6.00</u>
National Pension	.78
Money Purchase	3.50
Training Fund	.50
International Training Fund	.10
Industry Fund	.35
H.V.A.C	.25
Total Fringes	<u>\$18.48</u>

<u>Total package</u>	<u>\$56.65</u>
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Foreman \$2.50 over Base Pay
General Foreman \$3.50 over Base Pay

WAGES AS OF 5-4-2015	JOURNEYMAN	95%	90%	85%	80%	75%	70%
TAXABLE		↓	↓	↓	↓	↓	↓
BASE PAY	\$ 34.79	\$ 33.05	\$ 31.31	\$ 29.57	\$ 27.83	\$ 26.09	\$ 24.35
SAVINGS FUND	\$ 2.00	\$ 1.90	\$ 1.80	\$ 1.70	\$ 1.60	\$ 1.50	\$ 1.40
UNION DUES & ASSESSMENTS	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38
TOTAL TAXABLE	\$ 38.17	\$ 36.33	\$ 34.49	\$ 32.65	\$ 30.81	\$ 28.97	\$ 27.13
FRINGES							
TRAINING FUND	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
H R FUND	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
HVAC	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
UA TRAINING FUND	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
HEALTH & WELFARE	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85
UA PENSION	\$ 0.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL PENSION	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
MONEY PURCHASE	\$ 3.50	\$ 3.33	\$ 3.15	\$ 2.98	\$ 2.80	\$ 2.63	\$ 2.45
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
TOTAL FRINGES	\$ 18.48	\$ 17.53	\$ 17.35	\$ 17.18	\$ 17.00	\$ 16.83	\$ 16.65
TOTAL PACKAGE	\$ 56.65	\$ 53.86	\$ 51.84	\$ 49.83	\$ 47.81	\$ 45.80	\$ 43.78
WAGES AS OF 5-4-2015	65%	60%	55%	50%	45%	40%	
TAXABLE	↓	↓	↓	↓	↓	↓	
BASE PAY	\$ 22.61	\$ 20.87	\$ 19.13	\$ 17.40	\$ 15.66	\$ 13.92	
SAVINGS FUND	\$ 1.30	\$ 1.20	\$ 1.10	\$ 1.00	\$ 0.90	\$ 0.80	
UNION DUES AND ASSESSMENTS	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	
TOTAL TAXABLE	\$ 25.29	\$ 23.45	\$ 21.61	\$ 19.78	\$ 17.94	\$ 16.10	
FRINGES							
TRAINING FUND	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	
HR FUND	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	
HVAC	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	
UA TRAINING FUND	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	
HEALTH & WELFARE	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	
UA PENSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL PENSION	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	
MONEY PURCHASE	\$ 2.28	\$ -	\$ -	\$ -	\$ -	\$ -	
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	
TOTAL FRINGES	\$ 16.48	\$ 14.20	\$ 14.20	\$ 14.20	\$ 14.20	\$ 14.20	
TOTAL PACKAGE	\$ 41.77	\$ 37.65	\$ 35.81	\$ 33.98	\$ 32.14	\$ 30.30	

WAGE BREAKDOWN FOR LOCAL UNION # 11 APPRENTICES - BEGINNING MAY 4, 2015

Wages/Benefits Roofers Local Union 96 - Duluth Area

Effective July 1, 2016

Through June 30, 2017

Classification	Basic Hourly Wage	Vac. After Taxes	Assess. After Taxes	Taxable Wage Rate	National Pension Rate	Educ Fund Rate	Annuity Fund Rate	Health/ Welfare Rate	H&W HRA Rate	Appr. Training Rate	Roofing Industry Rate	Total Employer Cost to
Journeyman	30.00	2.50	0.50	33.00	3.55	0.03	3.09	7.60	0.50	0.35	0.30	48.42
Foreman	32.00	2.50	0.50	35.00	3.80	0.03	3.09	7.60	0.50	0.35	0.30	50.67

Apprentice Percentages Based on Hours Worked for Advancement:

55% A 0-250	17.75		0.40	18.15	0.25	0.03				0.35	0.30	19.08
55% B 251-1500	17.75		0.40	18.15	0.25	0.03		6.00		0.35	0.30	25.08
60% 1501-2500	19.30		0.50	19.80	0.25	0.03	0.25	7.00		0.35	0.30	27.98

Freeze Unless 144 Hours (Phase 1) of Related Training is Completed

65% 2501-3000	20.95		0.50	21.45	0.50	0.03	0.50	7.60	0.50	0.35	0.30	31.23
70% 3001-3500	22.60		0.50	23.10	0.50	0.03	0.50	7.60	0.50	0.35	0.30	32.88
75% 3501-4000	24.25		0.50	24.75	0.50	0.03	0.50	7.60	0.50	0.35	0.30	34.53
80% 4001-4500	23.40	2.50	0.50	26.40	0.75	0.03	0.75	7.60	0.50	0.35	0.30	36.68

Freeze Unless 288 Hours (Phase 2) of Related Training is Completed

85% 4501-5000	25.05	2.50	0.50	28.05	0.75	0.03	0.75	7.60	0.50	0.35	0.30	38.33
90% 5001-5500	26.70	2.50	0.50	29.70	1.00	0.03	0.75	7.60	0.50	0.35	0.30	40.23
95% 5501-6000	28.35	2.50	0.50	31.35	1.00	0.03	0.75	7.60	0.50	0.35	0.30	41.88

Advancement to Journeyman if All Related Training (Phase 3) is Completed and 6000 Hours Worked

Due: July 1, 2017: \$1.30

July 1, 2018: \$1.30

July 1, 2019: \$1.40

July 1, 2020: \$1.40

Expiration date: June 30, 2021

**DULUTH
COMMERCIAL & INDUSTRIAL
SHEET METAL WAGE RATES**

EFFECTIVE MAY 4, 2015 - April 30, 2016

SOUTHERN ST. LOUIS, AITKIN, CARLTON, LAKE, COOK, AND DOUGLAS COUNTIES

			TAXABLE		Health	NATL	SUPP.	LOCAL 10	FCF &	SMOHI	I.F.	TOTAL
			BASE*	SASMI	Fund	PENSION	PENSION	PENSION	LOCAL	NEMI & DRUG	& ITI TESTING	PACKAGE
									T.F.			
Journeyman			\$31.56	\$1.61	\$9.02	\$10.45	\$2.15	\$0.45	\$0.64	\$0.17	\$0.23	\$56.28
Foreman			33.56	1.61	9.02	10.45	2.15	0.45	0.64	0.17	0.23	58.28
General Foreman			35.56	1.61	9.02	10.45	2.15	0.45	0.64	0.17	0.23	60.28
Apprentice	HOURS											
	0-1000	55	17.36	1.01	9.02	5.75	1.18	0.25	0.64	0.17	0.23	35.61
	1001-2000	59	18.62	1.06	9.02	6.17	1.27	0.27	0.64	0.17	0.23	37.45
	2001-3000	63	19.88	1.11	9.02	6.58	1.35	0.28	0.64	0.17	0.23	39.26
	3001-4000	68	21.46	1.18	9.02	7.11	1.46	0.31	0.64	0.17	0.23	41.58
	4001-5000	72	22.72	1.23	9.02	7.52	1.55	0.32	0.64	0.17	0.23	43.40
	5001-6000	76	23.99	1.29	9.02	7.94	1.63	0.34	0.64	0.17	0.23	45.25
	6001-7000	80	25.25	1.34	9.02	8.36	1.72	0.36	0.64	0.17	0.23	47.09
	7001-8000	84	26.51	1.40	9.02	8.78	1.81	0.38	0.64	0.17	0.23	48.94
Classified worker												
	0-500	45	14.20	0.00	0.00	0.00	0.00	0.00	0.64	0.00	0.00	14.84
Plan B Single	501-on	45	14.20	0.00	2.69	2.45	0.00	0.00	0.64	0.00	0.00	19.98
Plan B Family	501-on	45	10.35	0.00	6.54	2.45	0.00	0.00	0.64	0.00	0.00	19.98

*The Taxable Base Pay rate includes \$2.58 Vacation and Organizing deduction for journeymen and \$1.58 for apprentices. The Vacation Fund deduction is \$2.00 per hour for journeymen (\$1.00 per hour for apprentices) and \$.58 per hour for Organizing for both Journeymen and apprentices. For classified workers, the Vacation Fund deduction is \$.55 per hour and there is a \$.23 deduction for Organizing for a total deduction of \$.78.

SASMI NOTE: The SASMI rate for Foreman and General Foreman are the same as the rate for Journeymen and there is no longer a different SASMI rate for overtime hours on any classification. All SASMI hours are paid at the straight time rate.

The current IRS mileage rate is \$.575

April 17, 2015

Contract expires May 1, 2016



Shawn Broadrick
Business Manager

Brian W. Dunn
Financial Secretary Treasurer

James E. Tucker
President-Organizer

Minnesota Breakdown of Wage and Benefit Package

Wage Rate	4/1/16	4/1/17	4/1/18	4/1/19	4/1/20
	\$35.08	\$36.33	\$37.58	TBD	TBD

Foreman's Rate: \$2.75 above journeyman scale
General Foreman: \$5.00 above journeyman scale (22+ men on job)
Local Union 669 has a 5% dues check-off; 2 1/2% for Apprentices Class 1-4

Payroll Deduction:

Extended Benefit Fund: \$.25 per hour for all hours worked payable to Local Union 669

Industry Advancement-State of Minnesota

Class 5 and higher \$.25 per hour for all hours worked payable to Local Union 669

Benefit Package

Health & Welfare 4/1/16	\$8.77	per hour for all hours worked
Health & Welfare 1/1/17	\$9.17	per hour for all hours worked
Health & Welfare 1/1/18	\$9.67	per hour for all hours worked
Health & Welfare 1/1/19	\$10.02	per hour for all hours worked
Health & Welfare 1/1/20	TBD	
Health & Welfare 1/1/21	TBD	
Pension 4/1/16	\$6.05	per hour for all hours worked
Pension 1/1/17	\$6.20	per hour for all hours worked
Pension 1/1/18	\$6.40	per hour for all hours worked
Pension 1/1/19	\$6.60	per hour for all hours worked
Pension 1/1/20	TBD	
Pension 1/1/21	TBD	
Education 4/1/16	\$.35	per hour for all hours worked
Education 4/1/17	\$.37	per hour for all hours worked
Education 4/1/18	\$.42	per hour for all hours worked
International Training Fund 4/1/16	\$.10	per hour for all hours worked
Industry Promotion 4/1/16	\$.25	per hour for all hours worked
Supplemental Pension 4/1/16	\$2.50	per hour for all hours worked
Supplemental Pension 4/1/17	\$2.65	per hour for all hours worked
Supplemental Pension 4/1/18	\$2.90	per hour for all hours worked
Supplemental Pension 4/1/19	TBD	
Supplemental Pension 4/1/20	TBD	

Travel Expenses	4/1/16	1/1/17	1/1/18	1/1/19
0-60 miles	No expenses	No expenses	No expenses	No expenses
60-80 miles	\$17.50	\$19.00	\$19.00	\$19.00
80-100 miles	\$27.50	\$29.00	\$29.00	\$29.00
100+ miles	\$80.00	\$90.00	\$100.00	\$105.00

If you should have any additional questions, please feel free to contact Business Agent James Westby at (507) 493-5671 or this office.

Created May 2016

Road Sprinkler Fitters Local Union No. 669

7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046
(410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org

SCHEDULE 9 - SUNDAY AND HOLIDAYS

A. All work performed between midnight Saturday night and midnight Sunday night shall be classed as Sunday work and paid for at the rate of two (2) times the regular hourly rate; except as a regular shift which ends on Sunday or a holiday morning or begins at or after 6:00 p.m. on a Sunday or a holiday evening, shall be paid at the straight time rate.

B. Work performed on Sundays and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to the regulations produced by the Federal government, they shall be observed as such.

DULUTH, SUPERIOR, AND IRON RANGE CONTRACTORS/BUILDERS SUPPLEMENTS - LOCAL 346

SCHEDULE 1 - CLASSIFICATIONS AND WAGES

Classifications:

GROUP 1

Boom Truck Operator

GROUP 2

Ready-Mix Driver

Tractor-Trailer Driver

GROUP 3

Driver and Warehouseman Foreman

Mechanic (where required)

Fork Lift Operator

Tandem or 3 Axle Truck Driver

GROUP 4

Warehouseman

Farm Tractor Driver

Single or 2 Axle Truck Driver

Dumpman

May 1, 2014

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$26.60	\$ 7.95	\$ 5.55
2	\$26.05	\$ 7.95	\$ 5.55
3	\$25.85	\$ 7.95	\$ 5.55
4	\$25.60	\$ 7.95	\$ 5.55

Boom Truck Operator to receive an additional 50¢ increase
1st and 2nd year above the current rate in effect.

May 1, 2015

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$27.10	\$ 8.15	\$ 6.30
2	\$26.55	\$ 8.15	\$ 6.30
3	\$26.35	\$ 8.15	\$ 6.30
4	\$26.10	\$ 8.15	\$ 6.30

May 1, 2016

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$27.75	\$ 8.35	\$ 6.90
2	\$27.20	\$ 8.35	\$ 6.90
3	\$27.00	\$ 8.35	\$ 6.90
4	\$26.75	\$ 8.35	\$ 6.90

All monies negotiated into the benefits will be used only as
needed.

Note A: When a contractor deems it advisable to hire an
Apprentice Mechanic, his scale shall be as follows:

1st Year: 70% of Class 1 scale
2nd Year: 85% of Class 1 scale
After second full year, 100% of Class 1 scale

Health & Welfare and Pension paid to Minnesota Teamsters
Construction Division Fringe Benefit Funds, c/o Zenith
Administrators, P.O. Box 31, Minneapolis, Minnesota 55440-

CONSTRUCTION SPECIFICATIONS

December 30, 2016

Project #: 16-15-RH

Bid #: 16-0510

Park Point Beach House North Wall Replacement Duluth, Minnesota



City of Duluth, Minnesota

Property and Facilities Management
1532 West Michigan Street
Duluth, MN 55806
218.730.4432



DOCUMENT 00 01 01

TITLE PAGE

Project Manual Including Specifications for Construction of:

**North Wall Replacement at
Park Point Beach House for
The City of Duluth, Minnesota**

Owner:

City of Duluth, Minnesota
Property and Facilities Management
1532 W Michigan Street
Duluth, MN 55806
218.730.4432

Architect

TKDA
11 East Superior Street–Suite 340
Duluth, MN 55802
218.724.8578
218.724.8717 FAX

Address all communications regarding this work to the Architect at the address listed above.

Date: December 30, 2016

END OF DOCUMENT

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DOCUMENT 00 01 05

CERTIFICATION PAGE

Park Point Beach House
North Wall Replacement
Duluth, Minnesota

Architect Certification

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.

By: 
Kenneth Johnson, AIA

License No.: 11326

END OF DOCUMENT

SECTION 00 01 10

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END OF DOCUMENT

SECTION 02 41 19

SELECTIVE DEMOLITION AND ALTERATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes demolition and removal of existing work as shown and as required for the new work. Also include alterations not specified elsewhere.
- B. Related Sections. See the Bid Form and Article 3.02 of this Section for instructions regarding the sale of removed materials not specified, indicated, or directed to be salvaged for the Owner's benefit, which have residual value. See all other Sections and coordinate with mechanical and electrical requirements.

- 1.02 PROJECT/SITE CONDITIONS. If the Contractor encounters materials to be removed and handled that are suspected of containing asbestos or polychlorinated biphenyls (PCBs), and/or have not been rendered harmless, the Contractor shall not proceed further, but shall consult with the Owner for further directions.

PART 2 - PRODUCTS

- 2.01 MATERIALS shall match existing or new adjoining work, as applicable.

PART 3 - EXECUTION

- 3.01 PROTECTION. Protect all work which is to remain, including pavements, curbs, turf, plantings, and the like, on the site and adjacent. See also provisions in Division 01.

3.02 DEMOLITION

- A. General. The existing exterior siding materials shall be carefully removed from the building. All nails shall be removed from the material and disposed. The cedar siding shall be stacked neatly and secured, and will be collected by others for salvage purposes.

Unless indicated, scheduled or directed otherwise, remaining materials resulting from demolitions shall become the Contractor's property. See Article 3.04 of this Section for materials which shall be salvaged. It shall be the Contractor's option to salvage any of the demolition materials provided that all work and operations are conducted in a lawful manner and the Work is not delayed beyond the completion date specified. Removed materials that are not indicated or directed to be salvaged and which have commercial value, may be sold; the Contractor shall verify procedures with the Owner prior to conducting such transactions.

The method used for demolition shall be that deemed most practicable by the Contractor, considering all applicable factors. The Contractor shall be responsible for determining the exact restrictions imposed by law, codes, ordinances, and similar, and shall do the work so as to comply with these. Also note Minnesota Pollution Control Regulation No. APC 17 and conform to all applicable requirements therein.

- B. Minor/Selective Demolition Work. Remove existing work as shown and as required. Coordinate with requirements under mechanical and electrical Work. Do the work so as to maintain the structural stability of the building, maintain security in the building, and maintain the building weathertight. Provide means to prevent the spread of dust beyond the immediate work areas and/or through the building. Prevent damage to work which is to remain and patch any damaged work so as to match new or old work, as applicable.

- 3.03 ALTERATIONS. Cutting and patching shall be done as required by the drawings and as necessary for the proper execution of the work shown and/or specified. Where old work is

removed or altered, all work affected shall be properly modified to match existing or new work as the case may require.

- A. Roof Work. Where the work requires cutting openings in roofs and roofing, the work shall be done only during favorable weather, and the roof and roofing shall be closed in and made watertight before leaving the job for overnight or longer. Confirm with the Owner whether the roofing is under warranty, and if so all work shall be in strict accordance with the warranty provisions.
- 3.04 SALVAGE. Where indicated on the drawings, remove and salvage existing work for re-use elsewhere on the project. Salvaged materials shall be removed with care to prevent damage. Store, as may be necessary, to prevent damage.
- 3.05 DEBRIS. All removed work not otherwise indicated, shall become the Contractor's property and shall be removed from the site and disposed of in a lawful manner.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes the furnishing and installing of miscellaneous steel and iron work, including woven wire mesh screens and steel screen frames as indicated in the drawings. The items and descriptions in this Section may not cover all the work required by the drawings. Work that is custom fabricated from metal but is not described elsewhere shall be included under this Section, even if not described. Such work shall be good and suitable for the purpose intended.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM) latest edition
 - 1. A36/A36M Specification for Carbon Structural Steel
 - 2. A48 Specification for Gray Iron Castings
 - 3. A53 Specification for Pipe, Steel, Black, and Hot-Dipped, Zinc-Coated, Welded and Seamless
 - 4. A123 Specification for Zinc (Hot-Dipped Galvanized) Coating on Iron and Steel Products
 - 5. A780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
 - 6. D 6386 Preparation of Zinc (Hot Dipped Galvanized) coated iron and steel products and hardware surfaces for painting
- B. The Society for Protective Coatings (SSPC)
 - 1. SSPC-SP1 Solvent Cleaning
 - 2. SSPC-SP2 Hand Tool Cleaning
 - 3. SSPC-SP3 Power Tool Cleaning
 - 4. SSPC-SP6 Commercial Blast Cleaning

- 1.03 SUBMITTALS. Shop Drawings for construction and erection of miscellaneous metal fabrications shall be submitted for approval. Shop drawings shall include plans, elevations, and details, including anchorage and accessory items. Provide templates for anchor and bolt installation by others. The Contractor shall be responsible for all dimensions and relations to other work.

PART 2 - PRODUCTS

2.01 MATERIALS

All exterior steel work shall be hot dip galvanized after fabrication unless otherwise noted on the drawings. Either bolt in place, or if welded on-site, touch up zinc and paint all weld points.

- A. Stainless Steel shall be Type 304 unless otherwise noted.
- B. Steel Shapes shall conform to ASTM A36.
- C. Paint for shop coat, shall be:
 - 1. For Exterior Steel. Clean per SSPC-SP6 and provide 2.5 DTM, Tnemec 394 Urethane Primer, or Zinc Clad by Sherwin Williams Co., or equal.
 - 2. If Galvanized, abrasive blast and provide 2.5 DTM Tnemec Series 66, or Corothane I Mastic by Sherwin Williams, or equal.
- D. Aluminum Bituminous/Coal Tar Primer shall be Corothane I Polyurethane Coal Tar by Sherwin Williams Co., or equal.

- E. Primer shall be a gray metal primer, No. 10-1009 by Tnemec, B-50 Series by Sherwin Williams, Rustgard 4140-6120 by ICI/Devoe Coatings, or equal.
- F. Galvanizing Repair Paint shall be ZRC Cold Galvanizing Bituminous/Coal Tar Compound by ZRC Products Co., Quincy, MA; or Corothane I Galvapac by Sherwin Williams Co.; or equal.

2.02 COMPONENTS. Also see Article 1.01 of this Section.

- A. Refer to the drawings for framing of woven wire mesh screen components. Wire mesh shall be 12 gauge, 1 ½" square open pattern.

2.03 FABRICATION

- A. Workmanship shall be good throughout and consistent with the purpose of the work in each case. Bolts and rivets shall be countersunk and flush where exposed to view, except as otherwise shown or specified. Welds exposed to view shall be ground smooth and flush. All joints shall be tight and neat.
- B. Castings shall be smooth and true, with sharp, clean-cut angles and shall be free from defects that would impair their appearance, strength and utility. Where required for strength, connections or bearings, lugs or stiffener ribs, or both, shall be cast on. Surface finishes shall be smooth, except as otherwise shown or specified.
- C. Cleaning and Painting. Thoroughly clean all steel in strict accordance with SSPC-SP6. All steel work shall be cleaned and painted one coat in the shop.
- D. Galvanizing Repair. All galvanized items shall have galvanizing repaired that is damaged by cutting, welding, rough handling, and other means of damage. Galvanizing repair shall be by a high zinc dust content compound for regalvanizing welds and other damage in galvanized steel, complying with ASTM A780 and Federal Specification DOD-P-21035A (Galvanizing Repair Spec.). At all repair areas, provide a 2-3 mil dry film thickness of cold galvanizing compound and extend the coating at least 2 inches beyond all edges of the damaged galvanized area.

PART 3 - EXECUTION

3.01 ERECTION/INSTALLATION. All of this work shall be set accurately in place and permanently fastened in a neat and workmanlike manner. The work shall be plumb, level, or to the slopes shown, as the case may be. Railing posts shall be plumb with a tolerance of 1/8 inch allowed. Furnish all sleeves, bolts, screws, anchors, and expansion shields, etc., and do all drilling, tapping, cutting, etc., as necessary for the installation to be complete.

- A. Galvanizing Repair. Clean surfaces as required by anticipated service application as recommended by the manufacturer, and as stated herein. The surface preparation noted here is a minimum, and provide the required higher level of surface preparation noted in ASTM A780-93a, Federal Specification DOD-P-21035A, and manufacturer's recommendations, if the application so warrants. For weld repairs, remove all spatter by power tool cleaning (preferred) per SSPC-SP3; or if unable to use power tools due to clearances, do hand tool cleaning per SSPC-SP2; allow to dry and clean surface with solvent per SSPC-SP1. For other damaged areas, clean per SSPC-SP10, or if field service will include immersion clean per SSPC-SP5.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes the furnishing of lumber, rough hardware, miscellaneous materials, and labor necessary for the erection of carpentry work, wood framing, wood sheathing, nailing strips, and the like shown and/or specified.
- B. Related Sections.
 - 1. See Section 06 20 00 for finish carpentry,

1.02 REFERENCES

- A. American Plywood Association (APA) <http://www.apawood.org>
- B. American Society for Testing and Materials (ASTM)
 - 1. A307 Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
 - 2. C79 Specification for Gypsum Sheathing Board
- C. American Wood- Preservers' Association (AWPA)
 - 1. C2 Lumber, Timber - Preservative Pressure Treated with Water-Borne Preservatives for Above Ground Use/Ground Contact Use
 - 2. C20 Structural Lumber - Fire-Retardant Treatment Pressure-Treated with Water-Borne for Above Ground Use
- D. Minnesota State Building Code 2007 and Amendments
- E. International Conference of Building Officials (ICBO)
 - 1. IBC International Building Code, 2006 Edition
- F. Western Wood Products Association (WWPA)
 - 1. Standards Standard Grading Rules for Western Lumber

1.03 SUBMITTALS

- A. Manufacturer's Data including installation instructions for the gypsum sheathing shall be furnished and maintained in a readily accessible location at the jobsite while this work is being done.
- B. Samples. Provide samples of the rough hardware and anchors noted here. Provide certification that anchor hot-dip galvanizing meets ASTM A123-89a requirements.

- 1.04 DELIVERY, STORAGE, AND HANDLING of framing lumber and panel materials shall be done to keep materials dry and to prevent damage. Cover stacks of panels in manner to encourage air circulation. All materials shall be elevated, off the ground. Follow manufacturer's recommendations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Dimension Lumber shall be "S-P-F" or other suitable species surfaced four (4) sides and properly graded "Construction" or "Studs" as noted in the drawings and stamped in accordance with Article 40.11 or 41.13, as applicable, of the WWPA Standards; or shall be an equivalent material graded by a recognized authority and approved by the

Architect/Engineer. Dimension lumber shall be kiln dried, and moisture content at time of installation shall be not more than 19% by weight.

- B. Plywood Wall Sheathing shall be $\frac{3}{4}$ " marine grade plywood, "CDX" type with exterior glue, as graded by the APA, or equal plywood graded by another recognized agency.
- C. Expansion Anchors shall be Kwik-Bolts, or equal, sizes as shown. If size is not shown, use 1/4-inch diameter by 2-inch anchor length.
- D. Anchor Bolts shall conform to ASTM A307, and nuts shall be as referenced therein. Anchor Bolts used to secure treated wood products shall be hot-dipped galvanized per ASTM A123.
- E. Sill Sealer shall be fiberglass, Manville, Certainteed, or equal, 1-inch thick and width the same as applicable wall.
- F. Rough Hardware shall be furnished and shall be suitable for each requirement. Include nails, screws, bolts, anchors, etc., and all else required.
 - 1. Nails. Size as required.
 - 2. Screws. Size as required; provide screws for anchoring plywood floor sheathing with the following properties as a minimum: not less than #8, zinc (75-110 hour), course thread, with 11 threads per inch, and lengths as required to properly fasten the plywood to the wood structure.
 - 3. For Treated Wood. All nails, screws, etc. shall be either hot-dip galvanized or solid stainless steel.
- G. Air Infiltration Barrier shall be "WrapShield RS" as made by VaproShield, or equal. See Section 07 27 27.

2.02 PRESERVATIVE TREATED WOOD. (No Arsenic - No Chromium Type) Where required by the drawings and/or the Specifications, wood materials shall be pressure preservative treated in accordance with AWPA Standard "C2" using ACQ-B as manufactured/supplied by one of the following:

Northern Crossarm Co., Chippewa Falls, WI (Tel. 715- 723-4100)

Universal Forest Products, White Bear Lake, MN (Tel. 800-658-2566)

Dimension lumber shall be Ponderosa Pine, Southern Yellow Pine, or other suitable species surfaced four (4) sides and properly graded and stamped in accordance with the WWPA or SPIB Standards, or shall be an equivalent material graded by a recognized authority and approved by the Architect/Engineer. All treated wood shall be kiln dried before treating and kiln dried after treating with the moisture content at time of installation to be not more than 19% by weight. The 'KDAT' (Kiln Dried After Treatment) stamp must be on all pieces of lumber. Certain factory bundled material may have exterior faces on the bundle marked, per paragraph 5.1.8 of LP-2, provided the original bundles are intact when delivered to the job site. Treatment shall be at the following rates:

For above grade use treated with 0.25 lbs./Cu. ft. application.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Framing. Unless otherwise specified, work shall conform to the requirements of the International Building Code. Framing shall be neatly done and in accordance with best engineering practices. All members shall be properly fitted and secured permanently in place. Provide framing members and/or blocking for support of all edges and ends of wall sheathing and gypsum board wall finish. Nailing and anchorage for framing shall conform to the applicable standards specified elsewhere in this Section. Unless otherwise shown, framing members shall be spaced at 16 inches o.c. Provide sill sealer between sill plates and foundation in all cases. Framing members in contact with concrete and/or masonry,

including also those sills required to be set on sill sealer, shall be preservative treated wood.

- B. Sheathing. Apply sheathing to walls as required. Long dimension of panels shall be at right angles to the framing. End joints shall occur only over bearings, and shall be staggered. Install panel material with approximate 1/8 inch spacing at joints to allow for expansion. Protect sheathing with permanent construction as soon as practicable.
- C. Gypsum Sheathing shall be applied to walls with long dimension of panels vertical. End joints shall occur only over bearings, and shall be staggered. Gypsum panels shall be snug, but not forced into position. Protect sheathing with permanent construction as soon as practicable. Screw fasten sheathing with 1-inch Type S-12 drywall screws at 4 inches centers along edges and at 8-inch centers at intermediate supports. Screws for wall sheathing shall be treated to prevent corrosion.

In case of conflict between these Specifications and the manufacturer's instructions, the manufacturer's instructions shall govern.

- D. Nailing. Nail roof sheathing with not less than 8d nails at 6-inch centers along edges and at 12-inch centers at supports.
Nail wall sheathing at 6-inch centers along edges and at 12-inch centers at supports.
- E. Screws. Screw plywood floor sheathing to the existing wood structure. Place screws at 6-inch centers along edges and at 12-inch centers at supports.
- F. Furring. Provide wood furring for the attachment of interior finishes, as shown and/or as required. Unless otherwise shown, furring shall be vertical and at 16 inches O.C. Provide furring to support all ends and edges of the finish material. Attach furring to concrete and/or masonry with flat-head Tapcon fasteners, or equal at 2'-0" centers with a fastener within 6 inches of the end of each piece of furring. If necessary, provide shims and shim the furring in an exact plane, plus or minus 1/16 inch. Wood used for furring shall meet the requirements elsewhere in this Section for dimension lumber.
- G. Wood Curbs, Cant Strips, Nailing Strips, Etc., shall be provided as required by the drawings and as necessary for the proper and adequate securing of the roofing, metal flashings, and other flashings, for ventilator and roof curbs, etc. The Contractor shall coordinate the work so that all parts fit together properly, and curbs furnished under this Section are structurally adequate for the skylight, mechanical equipment, or other equipment to be placed thereon. Roof curbs, cant strips, blocking, etc., shall be installed as shown using suitable and adequate bolts and anchor devices. Blocking shall be drilled (not slotted) for bolting. Blocking shall be bolted down wrench tight. Where not otherwise shown, use 1/4-inch diameter bolts at 32-inch centers with a bolt within 6 inches of the end of each piece. Saturate all cuts and holes in treated wood with preservative applied at the jobsite as the cuts are made and the holes are drilled.
- H. Miscellaneous Blocking shall be provided as required. Also provide blocking for fastening toilet and bath accessories, radiation, plumbing fixtures, and the like.
- I. Air Infiltration Barrier shall be applied over wall sheathing as shown. If not shown, cover all wall sheathing. Apply in accordance with the manufacturer's recommendations. Apply in as large pieces as practicable. Any tears or cuts that occur in the air infiltration barrier must be repaired. If the cut or tear does not have any width it may be repaired by using the '3M Contractor Sheathing Tape' to patch the cut or tear. If the cut or tear has any width place additional air infiltration barrier material over the cut or tear and overlap 3 inches in each direction from the cut or tear with new material and seal that seam all around. The same procedure shall be carried out for all openings that must be placed in the air infiltration barrier, i.e., seal all openings vapor tight. Repair any damage immediately, before proceeding with placing of the finish system. Conduct subsequent work to preserve the integrity of the air infiltration barrier.

END OF SECTION

SECTION 06 20 00

FINISH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes the furnishing and installing of finish carpentry work as shown and as specified. Work includes, but is not limited to, knotty pine wood trim at interior perimeter of windows, and vertically installed knotty pine wall paneling to match existing conditions.
- B. Related Sections.
 - 1. See Section 09 29 00 for gypsum board.
 - 2. See Section 09 91 00 for painting and finishing.

1.02 REFERENCES

- A. American Plywood Association (APA)
 - 1. Specs Plywood Specification and Grade Guide
- B. Architectural Woodwork Institute (AWI)
 - 1. Standards Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program, Latest Edition
- C. National Electrical Manufacturers Association (NEMA)
 - 1. LD3-1995 Performance Properties (Plastic Laminate)
- D. Western Wood Products Association (WWPA)
 - 1. Standard Standard Grading Rules for Western Lumber

1.03 SUBMITTALS

- A. Shop Drawings shall be submitted. Coordinate details and dimensions. Measure at the job for dimensions for this work and construct the work to fit actual measured dimensions. Consult with the Architect in case of discrepancies.

1.04 DELIVERY. The building shall be enclosed and dry before this work is delivered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Dimension Lumber shall conform to the requirements specified in the referenced standards for Grade 1.
- B. Trim and Wall Paneling shall be knotty pine, thickness to match the existing material, unless shown otherwise. See Section 09 91 00 for finishing.

2.02 FABRICATION shall show neat, good workmanship throughout. Completed work shall be smooth sanded, ready for finishing. Provide all required fasteners, inserts, toggle bolts, and the like.

PART 3 - EXECUTION

3.01 INSTALLATION. Install this work securely attached, straight, and plumb.

- A. Trim. Secure trim with countersunk finish nails. Fill all holes with stainable wood putty.

END OF SECTION

SECTION 06 65 00

EXTERIOR SYNTHETIC TRIM

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes the furnishing and installing of Exterior Synthetic (poly-ash) Trim.
- B. Related Sections.
 - 1. See Section 07 27 27 for Water-Resistive Air Barrier Membrane with Attached Drainage Matrix.
 - 2. See Section 07 46 49 for Exterior Synthetic Siding.
 - 3. See Section 09 91 00 for painting and finishing.

1.02 REFERENCES

- A. ASTM C 1185 – Standard Test Methods for Sampling and Testing Non-Asbestos Fiber-Cement Flat Sheet, Roofing and Siding Shingles, and Clapboards
- B. ASTM D 570 – Standard Test Method for Water Absorption of Plastics.
- C. ASTM D 1761 – Standard Test Methods for Mechanical Fasteners in Wood.
- D. ASTM D 6341 – Standard Test Method for Determination of the Linear Coefficient of Thermal Expansion of Plastic Lumber Shapes Between -30 and 140°F (-34.4 and 60°C).
- E. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- F. AWPA E1 – Standard Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites.
- G. AWPA E10 – Standard Method of Testing Wood Preservatives by Laboratory Soil-Block Cultures.

1.03 SUBMITTALS

- A. Comply with Division 01 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including installation instructions.
- C. Samples: Submit manufacturer's sample of exterior synthetic trim, minimum 1 inch by 4 inches by 8 inches long.
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Warranty Documentation: Submit manufacturer's standard warranty.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Storage and Handling Requirements
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in protective covering until installation.
 - 3. Store materials in clean, dry area.

4. Store exterior synthetic trim on flat, level surface.
5. Keep exterior synthetic trim covered and free of dirt and debris.
6. Protect materials and finish during storage, handling, and installation to prevent damage.

1.05 WARRANTY

- A. Warranty Period for Exterior Synthetic Trim: 20-year limited warranty.
 1. No decay due to rot.
 2. No excess swelling from moisture.
 3. Resist termite damage.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturers
 1. Boral Composites Inc., 200 Mansell Court East, Suite 305, Roswell, Georgia 30076.
Toll Free 888-926-7259.

www.BoralTruExterior.com
info@TruExterior.com
 2. Requests for Substitution will be considered in accordance with provisions for Division 01.

2.02 MATERIALS

- A. Exterior Synthetic (poly-ash) Trim: Boral TruExterior Trim
- B. Composition:
 1. Post-Industrial Recycled Content: Minimum 70 percent, by weight
 2. Post-Consumer Recycled Content: Minimum 2 percent, by weight
 3. Pigments and dyes.
- C. Physical Properties
 1. Density, ASTM C 1185: 40 to 50 pcf.
 2. Water Absorption, ASTM D 570: Less than 1.5 percent.
 3. Fungi Rot, AWP A E10:
 - a. White Rot: Negligible loss.
 - b. Brown Rot: Negligible loss.
 4. Termite Resistance, AWP A E1: Greater than 9.0, with 10 being impervious
- D. Mechanical Properties:
 1. Flexural Strength, ASTM C1185: Greater than 1,600 psi.
 2. Nail Withdrawal, ASTM D 1761: Greater than 40 lbf/in.
- E. Thermal Properties:
 1. Coefficient of Linear Expansion, ASTM D 6341, Typical: 1.40E-05 in/in/degree F, tested at minus 30 to 140 degrees F.
 2. Flame Spread, ASTM E 84: Between 25 and 29
 3. Smoke Developed, ASTM E 84: Less than 450.
- F. Trim Sizes: as indicated on the Drawings.
 1. Manufacturing Tolerances:
 - a. Width: Plus or minus 1/16 inch.
 - b. Thickness: Plus or minus 1/16 inch.
 - c. Length: Plus 2 inches, minus 0 inch.
 - d. Edge Cut: Plus or minus 2 degrees.

2. Exposed Texture: Smooth

2.03 FINISHES

- A. Primer:
 1. Acrylic based.
 2. Low VOC.
 3. Factory applied on all sides.

2.04 FASTENERS

- A. As recommended by exterior synthetic trim supplier.
- B. In accordance with local building code.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine surfaces to receive exterior synthetic trim.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

3.02 INSTALLATION:

- A. Install exterior synthetic trim in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Do not install exterior synthetic trim in structural or load-bearing applications.
- C. Install exterior synthetic trim plumb, level and square.
- D. Install exterior synthetic trim with flush, tight joints.
- E. Install fasteners:
 1. Maximum of 24 inches on center.
 2. Within 2 inches of end of boards.
- F. Fill nail and screw holes with acrylic caulk, wood filler, or auto body filler.
- G. Repair minor damages to exterior synthetic trim in accordance with manufacturer's instructions and as approved by Architect.
- H. Remove and replace damaged exterior synthetic trim that cannot be successfully repaired as determined by Architect.
- I. Painting: Boral TruExterior Trim must be painted with a top coat over the factory-applied primer. Failure to paint the exterior synthetic trim will void the warranty. Include section number that specifies painting the exterior synthetic trim.
 1. Apply top coat to exterior synthetic trim over factory-applied primer.
 2. Within 150 days of installing trim.
 3. As specified in Section 09 91 00.

3.03 PROTECTION

- A. Protect installed exterior synthetic trim to ensure that, except for normal weathering, trim will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 07 27 27

WATER-RESISTIVE AIR BARRIER MEMBRANE WITH ATTACHED DRAINAGE MATRIX

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. This Specification shall be read as a whole by all parties concerned. Each Section may contain more or less the complete Work of any trade. The Contractor is solely responsible to make clear to the Subcontractors the extent of their Work and coordinate overlapping Work.

1.02 DESCRIPTION

- A. Supply labor, materials and equipment for a mechanically attached water-resistive vapor permeable air barrier and drainage matrix membrane system.
- B. Complete Work as shown on the Drawings and specified herein to bridge gaps and seal the water-resistive vapor permeable air barrier membrane against air leakage and water intrusion.
 - 1. Connections of the walls to the roof membrane
 - 2. Connections of the walls to the foundations
 - 3. Expansion joints
 - 4. Openings and penetrations of window and door frames, store front, curtain wall
 - 5. Piping, conduit, duct and similar penetrations
 - 6. Masonry ties, screws, bolts and similar penetrations
 - 7. All other air leakage pathways in the building envelope
- C. Install mechanically attached water-resistive vapor permeable air barrier, with attached drainage matrix per manufacturers published instructions.

1.03 RELATED SECTIONS

- A. Plywood Sheathing: Section 06 10 00
- B. Exterior Synthetic Trim: Section 06 65 00
- C. Exterior Synthetic Siding: Section 07 46 49

1.04 REFERENCES

- A. American Association of Textile Chemists and Colorists (AATCC): ATCC 127 - Test Method for Water Resistance: Hydrostatic Pressure Test.
- B. ASTM International (ASTM):
 - 1. ASTM D 882 - Test Method for Tensile Properties of Thin Plastic Sheeting
 - 2. ASTM E 84 - Test Method for Surface Burning Characteristics of Building Materials
 - 3. ASTM E 96/E 96M - Test Methods for Water Vapor Transmission of Materials
 - 4. ASTM E398 – (Standard Test Method for Water Vapor Transmission Rate of Sheet Materials Using Dynamic Relative Humidity Measurement)
 - 5. ASTM E 283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
 - 6. ASTM E 2178 - Standard Test Method for Air Permeance of Building Materials
- C. International Code Council Evaluation Service, Inc. (ICC-ES): ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers.

1.05 SUBMITTALS

- A. Submit manufacturers' current product data sheets, details and installation instructions for the water-resistive vapor permeable air barrier membrane components and accessories.
- B. Submit samples of the following:
 - 1. Manufacturer's sample warranty
 - 2. Water-resistive vapor permeable air barrier and drainage matrix sheet, minimum 8 by 10 inches (203 by 254 mm)
 - 3. Manufacturer's recommended fasteners and flashing accessories
 - 4. All Cladding Components Fasteners, clips, strapping and masonry ties, etc. that will penetrate the Water-resistive vapor permeable air barrier and drainage matrix
 - 5. Sealants

1.06 QUALITY ASSURANCE

- A. Single Source: Water-resistive vapor permeable air barrier and drainage matrix membrane components and accessories must be obtained as a single-source membrane system to ensure total system compatibility and integrity.
- B. Manufacturer Qualifications
 - 1. Manufacturer of specified products listed in this Section to have minimum 8 years of continued experience in the manufacture and supply of highly vapor permeable water resistive air barrier and drainage matrix products successfully installed in similar project applications.
 - 2. Manufacturer of specified products listed in this Section to have experienced in-house technical and field observation personal qualified to provide expert technical support.
- C. Fire Performance Characteristics: Provide water-resistive barrier and drainage matrix meeting the following fire-test characteristics.
 - 1. Surface-Burning Characteristics: ASTM E 84
 - 2. Flame spread index: 5 or less, (class A)
 - 3. Smoke developed index: 175 or less, (class A)
- D. UV Performance - capable of 180 days exposure prior to cladding installation

1.07 MOCK-UP

- A. Construct mock-up in accordance with Division 01 – Mock-ups.
- B. Allow for inspection of mock-up by architect before proceeding with installation of all WRB/AB materials and accessories.
- C. Modify, correct or remove and re-install all WRB/AB materials and accessories as directed by architect or Manufacturers Technical Representative, prior to proceeding further.
- D. RE-inspect Mockup for compliance. Proceed only after acceptance by responsible party.
- E. Test Mock-up for water infiltration per ASTM E 1105 standard

1.08 PRE-INSTALLATION CONFERENCE

- A. Contractor shall convene [one] week prior to commencing Work of this section, under provisions of Section 01 31 19 – Project Meetings.
- B. Ensure all contractors responsible for creating a continuous plane of water and air tightness are present.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Refer to Manufacturer's current Product Installation Documents for proper storage and handling.
- B. Deliver materials to the job site in undamaged and original packaging indicating the name of the manufacturer and product.
- C. Store roll materials on end in original packaging. Protect rolls from direct sunlight and inclement weather until ready for use.
- D. Waste Management and Disposal
 - 1. Separate and recycle waste materials in accordance with Section [01355 - Waste Management and Disposal], and with the Waste Reduction Work Plan.

1.10 COORDINATION

- A. Ensure continuity of the water-resistive vapor permeable air barrier and drainage matrix system throughout the scope of this section. Ensure shingle fashion installation for liquid water control. Seal all seams and laps for air barrier performance.

1.11 ALTERNATES

- A. Submit request for alternates in accordance with Section 01 25 00 – Substitution Procedures.
- B. Submit requests for alternates a minimum of ten (10) working days prior to bid date.
- C. Alternate submission to include:
 - 1. Evidence that alternate materials meet or exceed performance characteristics of specified Product requirements as well as documentation from an approved independent testing laboratory certifying the minimum physical dimensions, tensile strength, fire burning characteristics, vapor permeance, UV exposure limits and air leakage rates of the water-resistive vapor permeable air barrier membrane.
 - 2. Manufacturer's complete set of details for water-resistive vapor permeable air barrier and drainage matrix membrane system showing a continuous plane of water and air tightness throughout the building enclosure.
 - 3. Manufacturer of alternate materials has experienced in-house technical and field observation personnel qualified to provide expert technical support.
- D. Acceptable alternates will be confirmed by addendum. Substitute materials not approved in writing prior to bid date shall not be permitted for use on this project.

1.12 WARRANTY

- A. Provide manufacturer's standard material warranty in which manufacturer agrees to provide replacement material for water-resistive vapor permeable air barrier and drainage matrix sheets installed in accordance with manufacturer's instructions that fails due to material defects within 20 years of the date of purchase.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primary water-resistive vapor permeable air barrier and drainage matrix membrane components and accessories must be obtained as a single-source from the membrane manufacturer to ensure total system compatibility and integrity.
 - 1. Water-resistive vapor permeable air barrier and drainage matrix membrane by

- B. WATER-RESISTIVE AIR BARRIER AND DRAINAGE MATRIX MATERIALS (Basis of Design)
1. Primary water-resistive air barrier sheet and drainage matrix membrane shall be WrapShield RS™ Rain Screen Water-Resistive Vapor Permeable Air Barrier and Drainage Matrix sheet by VaproShield, a zero VOC mechanically attached vapor permeable water-resistive sheet membrane consisting of multiple layers of UV stabilized spun-bonded polypropylene and preformed polypropylene mesh, available in 3 different depths; 3mm, 7mm, or 11mm, with the following properties:
 - a. Color: Orange with allowable UV Exposure with green, black, and orange matrix
 - b. Air Leakage: < 0.0001 cfm/ft² @ (0.0004 L/s/m) when tested in accordance with ASTM E 2178
 - c. Water Vapor Permeance tested to ASTM E 96 Method B: 50 perms (2875ng/Pa.s.m²)
 - d. Water Resistance tested to AATCC 127, 55 cm hydrostatic head for 5 hours: No leakage
 - e. Tensile Strength tested to ASTM D 882: Md –38.6 lbf (171 N), XMD-23.3 lbf (104 N)
 - f. Surface Burning Characteristics tested to ASTM E 84: Class A, Flame-spread index of less than 5, Smoke-developed index of less than 175
 - g. Application Temperature: No temperature restrictions
 - h. Allowable UV Exposure Time: 180 days
 - i. Physical Dimensions: ±1/4" thick (7 mm) (with drainage matrix). 59" x 450" (184 ft²)
- C. WATER-RESISTIVE AIR BARRIER SHEET MEMBRANE FASTENERS
1. As recommended by Manufacturer's Installation Instructions
- D. WATER-RESISTIVE AIR BARRIER JOINT SEALANT
1. Water-resistive air barrier sealant compatible with sheet membrane shall be Dow Corning® 758, a modified silicon-based Sealant tested for compatibility with VaproShield products.
- E. WATER-RESISTIVE BARRIER TRANSITION AND FLASHING MEMBRANES
1. Self-adhered transition and flashing membrane shall be VaproFlashing SA™ Self-Adhered by VaproShield, a zero VOC self-adhered water-resistive vapor permeable membrane having the following properties:
 - a. VaproFlashing SA™ Self-Adhered Orange: 11-³/₄ inches (29.8 cm) or 19-²/₃ inches (50 cm) wide x 164 feet (4.19 m) long
 - b. Water Vapor Permeance tested to ASTM E398 conditions as per ASTM E96 Method B: 50.35 perms (350.40 g/m² • 24 hrs)
 - c. Water Resistance tested to AATCC 127, 550 mm hydrostatic head for 5 hours: No leakage
 2. Mechanically attached transition and flashing membrane shall be VaproFlashing by VaproShield; a zero VOC mechanically attached water-resistive vapor permeable membrane having the following properties:
 - a. VaproFlashing Orange: 6 ¹/₂ inches (16.5 cm), 11 ³/₄ inches (29.8 cm) or 19 ²/₃ inches (50 cm) wide x 164 feet (4.19 m) long
 - b. Water Vapor Permeance tested to ASTM E398 conditions as per ASTM E96 Method B: 50 perms (346 g/m² • 24 hrs)
 - c. Water Resistance tested to AATCC 127, 550 mm hydrostatic head for 5 hours: No leakage
- F. VaproLiqui-Flash™ Vapor Permeable Water Resistive Flashing for Rough Openings
1. Liquid-applied window and door flashing shall be VaproLiqui-Flash by VaproShield, a liquid-applied vapor permeable water resistive barrier flashing material with vapor, compatible with the primary water barrier membrane.

G. THRU WALL FLASHING

1. Thru-wall flashing shall be VaproThru-Wall Flashing SA™ Self-Adhered by VaproShield; a self-adhered stainless flashing having the following properties:
 - a. VaproThru-Wall Flashing SA™ Self-Adhered 6 inches, 12 inches or 18 inches wide x 50 feet long (15, 30 or 45 cm x 15.24 m)
 - b. Tensile Strength tested to ASTM D882 100,000 psi (689.5 MN/m²)
 - c. Puncture tested to ASTM E154 2,500 psi (17.24 MN/m²)
 - d. Adhesion tested to PSTC-1 20 psi (137.9 kN/m²)

2.02 PENETRATION SEALANT

- A. Provide sealant for penetrations as recommended by manufacturer and as specified under Division 07 Section: Sealants. Appropriate sealants shall be Dow Corning 758 or VaproLiqui-Flash.

PART 3 - EXECUTION

3.01 GENERAL

- A. Verify that surfaces and conditions are ready to accept the Work of this section. Notify architect in writing of any discrepancies. Commencement of the Work or any parts thereof shall mean acceptance of the prepared substrates.
- B. All surfaces must be sound, clean and free of oil, grease, dirt, excess mortar or other contaminants detrimental to the installation of the water resistive air barrier materials
- C. Minimum application temperature self-adhered membrane flashings to be above 20 degrees F (minus 6.0 degrees C).
- D. Verify that all corrections to project Mock-up have been re-inspected and accepted by responsible party.
- E. Ensure all preparatory work is complete prior to applying primary water-resistive, vapor permeable, air barrier membrane with attached Drainage Matrix.
- F. Mechanical fasteners used to secure sheathing boards or penetrate sheathing boards shall be set flush with sheathing and fastened into solid backing.
- G. For windows without nail flange, install specified backing rod and sealant or tape around perimeter of opening to accommodate placement of backer rod and sealant between window frame and self-adhered vapor permeable water resistive barrier membrane.

3.02 CLADDING ATTACHMENT COMPONENTS, MASONRY TIES, CLIPS, INSULATION FASTENERS, ETC.

- A. Install attachment components over primary water-resistive barrier membrane using corrosion-resistant, or stainless steel screws with integral gaskets, recommended.
- B. Secure clips and masonry ties with corrosion-resistant, or stainless steel screws with gasketed fasteners.
- C. Consult VaproShield Technical Services for recommendations on appropriate fastener types and methods to seal penetrations.

3.03 FIELD QUALITY CONTROL

- A. Notification required when sections of Work are complete to allow review prior to covering water-resistive barrier system.

- B. Owner to engage independent consultant to observe substrate and membrane installation prior to placement of cladding systems and provide written documentation of observations.

3.04 PROTECTION

- A. Protect wall areas covered with primary water-resistive barrier from damage due to construction activities, high wind conditions, and extended exposure to inclement weather.
- B. Cladding material must be installed within 6 months (180 days) of installation of water-resistive barrier installation.
- C. Review condition of water-resistive barrier prior to installation of cladding. Repair, or remove and replace damaged sections.
- D. Remove and replace water-resistive barrier affected by chemical spills and surfactants.
- E. Avoid paint overspray on WallShield IT membrane. Paint overspray will void warranty and diminish water holdout capability of membrane.

3.05 INSTALLATION

- A. Follow current Manufacturer's Installation Instructions as published on Manufacturer's Website: www.vaproshield.com/installation

END OF SECTION

SECTION 07 46 49

EXTERIOR SYNTHETIC SIDING (POLY-ASH)

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes the furnishing and installing of Exterior Synthetic (poly-ash) Trim.
- B. Related Sections.
 - 1. See Section 07 27 27 for Water-Resistive Air Barrier Membrane with Attached Drainage Matrix.
 - 2. See Section 06 65 00 for Exterior Synthetic Trim.
 - 3. See Section 09 91 00 for painting and finishing.

1.02 REFERENCES

- A. American Wood Protection Association (AWPA) (awpa.com)
 - 1. AWPA E1 – Standard Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites.
 - 2. AWPA E10 – Standard Method of Testing Wood Preservatives by Laboratory Soil-Block Cultures.
- B. ASTM International (ASTM) (www.astm.org)
 - 1. ASTM D 570 – Standard Test Method for Water Absorption of Plastics.
 - 2. ASTM D 1037 – Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials.
 - 3. ASTM 1622 – Standard Test Method for Apparent Density of Rigid Cellular Plastics.
 - 4. ASTM D 6109 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastic Lumber and Related Products.
 - 5. ASTM D 6341 – Standard Test Method for Determination of the Linear Coefficient of Thermal Expansion of Plastic Lumber and Plastic Lumber Shapes Between -30 and 140°F (-34.4 and 60°C).
 - 6. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. Progressive Engineering Inc. (PEI) (www.p-e-i.com)
 - 1. Pei Evaluation Service – Report PER-13069.

1.03 SUBMITTALS

- A. Comply with Division 01 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including installation instructions.
- C. Samples: Submit manufacturer's sample of exterior synthetic siding, minimum 6"x6".
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Test Reports: Submit manufacturer's test reports from testing performed by qualified, independent testing laboratories.
- F. Product Evaluation Reports: Submit manufacturer's product evaluation reports from accredited, evaluation service.
- G. Warranty Documentation: Submit manufacturer's standard warranty.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Storage and Handling Requirements
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Store exterior synthetic siding on flat, level surface, raised above floor or ground, with adequate support to prevent sagging.
 - 3. Keep exterior synthetic siding covered and free of dirt and debris until installation.
 - 4. Protect materials and finish during storage, handling, and installation to prevent damage.

1.05 WARRANTY

- A. Warranty Period for Exterior Synthetic Siding: 20 years.
 - 1. No decay due to rot.
 - 2. No excess swelling from moisture.
 - 3. Resist termite damage.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturers
 - 1. Boral Composites Inc., 200 Mansell Court East, Suite 305, Roswell, Georgia 30076.
Toll Free 888-926-7259.

www.BoralTruExterior.com
info@TruExterior.com
 - 2. Requests for substitution will be considered in accordance with provisions for Division 01.

2.02 MATERIALS

- A. Exterior Synthetic (poly-ash) Siding: Boral TruExterior Siding
 - 1. V-Rustic profile shiplap siding used as exterior wall covering over sheathing on wood stud framing.
 - 2. Material: Polymeric blend, fly ash, and glass fibers.
 - 3. Formed in continuous process, cut to 16-foot lengths, and milled to give a surface profile.
 - 4. Width: as indicated on the drawings, various width pattern.
 - 5. Nominal Thickness: 3/4 inch.
 - 6. Exposed Texture: Smooth.
 - 7. Nonstructural material.
- B. Recycled Content:
 - 1. Post-Industrial Recycled Content: Minimum 70 percent, by weight
 - 2. Post-Consumer Recycled Content: Minimum 2 percent, by weight
- C. Physical Properties
 - 1. Density, ASTM D 1622: 40 to 50 pcf.
 - 2. Flexural Strength, ASTM D 6109: Greater than 1,600 psi.
 - 3. Coefficient of Linear Expansion, ASTM D 6341: Less than 1.40 E-05 in/in/degree/F.
 - 4. Impact Resistance, ASTM D 1037: Greater than 50 inches.
- D. Performance:
 - 1. Fungi Rot, AWWA E10:
 - a. Brown Rot: Negligible loss.
 - b. White Rot: Negligible loss.
 - 2. Termite Resistance, AWWA E1: Greater than 9.0 (10 being best).
 - 3. Water Absorption, ASTM D 570: Less than 1.5 percent.

4. Surface Burning Characteristics, ASTM E 84:
 - a. Flame Spread Index: Less than 35.
 - b. Smoke Developed Index: Less than 450.

2.03 FABRICATION

- A. Manufacturing Tolerances:
 1. Width: Plus or minus 1/16 inch.
 2. Thickness: Plus or minus 1/16 inch.
 3. Length: Plus 2 inches, minus 0 inch.

2.04 FINISHES

- A. Primer:
 1. Acrylic based.
 2. Low VOC.
 3. Factory applied.

2.05 ACCESSORIES

- A. Fasteners:
 1. Minimum 8d by 2-½ inch long stainless steel ring-shank nails.
 2. In accordance with local building code.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine surfaces to receive exterior synthetic siding.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

3.02 INSTALLATION:

- A. Install exterior synthetic siding in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Do not install exterior synthetic siding in structural or load-bearing applications.
- C. Install exterior synthetic trim plumb, level, square and true to line.
- D. Fastening: Install fasteners in accordance with local building code.
- E. Painting:
 1. Apply topcoat of exterior paint over factory-applied primer:
 - a. Within 150 days of installing exterior synthetic siding.
 - b. As specified in Section 09 91 00.
 2. Ensure exterior synthetic siding is clean and dry before painting.

3.03 ADJSUTING

- A. Repair minor damages to exterior synthetic siding in accordance with manufacturer's instructions and as approved by Architect.
- B. Remove and replace with new material, damaged exterior synthetic siding that cannot

be successfully repaired, as determined by Architect.

3.04 PROTECTION

- A. Protect installed exterior synthetic siding to ensure that, except for normal weathering, siding will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 07 60 00

FLASHING AND SHEET METAL

PART 1 - GENERAL

- 1.01 SUMMARY. Section includes flashing and sheet metal work in connection with the Project, except as otherwise specified.
- 1.02 REFERENCES
- A. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
 - 1. Manual Architectural Sheet Metal Manual, Latest Edition
 - B. American Society for Testing and Materials (ASTM)
 - 1. B209 Specification for Aluminum-Alloy Sheet and Plate
 - C. American National Standards Institute (ANSI)
 - 1. ANSI-SPRI ES-1 Edge-metal Flashings: Wind Requirements
- 1.03 SUBMITTALS
- A. Shop Drawings shall be submitted for approval, showing complete details for fabrication and installation.
 - B. Color Samples of the actual material being provided shall be submitted for selection and approval.
- 1.04 WARRANTY. Work which loosens, becomes out of line, out of plumb, or which opens up and allows leakage into the building during the correction period, will be considered the result of defective material or work, and shall be promptly replaced or repaired, as directed. Paint finish shall be warranted for 20 years from peeling, chipping, or fading.

PART 2 - PRODUCTS

- 2.01 PREFINISHED STEEL shall be used for all exposed-to-view flashings, downspouts, gutters, soffits, and the like indicated as "prefinished" on the drawings. Steel shall be not less than 24 gauge galvanized; color selected by the Architect/Engineer from the manufacturer's full range of fluoropolymer 70% Kynar 500/ Hylar 5000 colors, 1.0 mil DFT. Back side shall be prefinished with a polyester based paint per the manufacturer's standard finish color. The following manufacturers are accepted:
- A. Firestone Metal Products. (Una-Clad), Anoka, MN
 - B. Peterson Aluminum (Pac-Clad), Elk Grove Village, IL
 - C. Vincent Metals (ColorKlad), Minneapolis, MN
 - D. Or Approved Equal
- 2.02 FASTENERS shall be stainless steel screws and/or nails. Select suitable type and size for secure, adequate fastening.
- 2.03 KEEPERS and other concealed metal shall all be G90 galvanized steel, 24 gauge minimum or as recommended by SMACNA.
- 2.04 SEALANT shall be Titebond Weathermaster Metal Roof Sealant available from Dynamic

Fastener, St. Paul, MN 651-644-1212 in a standard color to match prefinished metal or as selected by the Architect/Engineer. No substitutions.

- 2.05 FABRICATION. Construct all assemblies in compliance with the SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Metal flashing and the like shall be formed as shown. Form the exposed work to be without oil-canning, buckling, and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems. Shop-fabricate work to the greatest extent possible, including all corners and similar items. All work shall be detailed and constructed to be watertight and weather-resistant. Allow for expansion and contraction, sufficient to permanently prevent leakage, damage, or deterioration of the work.

PART 3 - EXECUTION

- 3.01 INSTALLATION. Except as otherwise indicated, comply with the manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual.", and as necessary to comply with ANSI-SPRI ES-1 for the wind lift specified. Anchor units of work in place using suitable stainless steel screws or other recommended anchors of stainless steel, for the work being anchored and the substrate encountered.

Seal joints in all the prefinished sheet metal work with sealant, where applicable. Solder joints in galvanized and aluminum work, where required to be sealed. The work shall be straight and plumb or to required slopes. The work shall be constructed and installed so as to make the project watertight and weather-resistant. Attachment shall allow for thermal expansion and contraction to be expected. Where stainless steel or aluminum are to be installed directly on cementitious or wood substrates, install a course of 5 lb. rosin building paper, or 6 mil polyethylene as an underlayment. The work shall be cleaned, and any defects shall be corrected so the finished work is without defect.

END OF SECTION

SECTION 07 92 00

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and caulking.
- B. Flexible epoxy joint fillers.
- C. Backer rods.

1.2 REFERENCES

- A. ASTM C 321 - Standard Test Method for Bond Strength of Chemical-Resistant Mortars.
- B. ASTM C 834 - Standard Specification for Latex Sealants.
- C. ASTM C 882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear.
- D. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications.
- E. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- F. ASTM C 1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
- G. FS (Federal Specification) TT-S-00227E (COM-NBS) - Interim Federal Specification for Sealing Compound: Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures).
- H. FS (Federal Specification) TT-S-00230C - Interim Federal Specification for Sealing Compound: Elastomeric Type, Single Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures).
- I. FS (Federal Specification) TT-S-001543 (COM-NBS) - Interim Federal Specification for Sealing Compound: Silicone Rubber Base (for Caulking, Sealing, and Glazing in Buildings and Other Structures).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Comply with Bidding Requirements.
- C. Manufacturer's Technical Data Guides and application procedures.
- D. Submit samples illustrating colors selected.
- E. Submit laboratory tests or data validating product compliance with performance criteria specified.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company regularly engaged in manufacturing and marketing of products specified in this section.
- B. Installer Qualifications: Qualified to perform work specified by reason of experience or training provided by product manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, and batch number. Provide Material Safety Data Sheets for each product.
- B. Store products in a location protected from freezing, damage, construction activity, precipitation, and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.
- D. Handle all products with appropriate precautions and care as stated on Material Safety Data Sheet.

1.6 PROJECT CONDITIONS

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect adjacent work from contamination due to mixing, handling, and application of flexible epoxy joint filler.

1.7 WARRANTY

- A. Provide manufacturer's five year standard material warranty.
- B. Water tight seal, exhibit loss of adhesion or cohesion, or do not cure.
- C. Warranty Exclusions: Failure resulting from concrete shrinkage, structural cracks or defects, faulty construction, faulty design, faulty materials (other than joint filler), misuse of structure, settlement, or accident, fire or other casualty or physical damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers (Sealants and Joint Fillers):
 - 1. Sonneborn(R) Building Products, ChemRex, Inc., 889 Valley Park Drive, Shakopee, MN 55379-9897; ASD. Tel: (800) CHEMREX (243-6739).
 - 2. General Electric.
 - 3. Dow Corning.
 - 4. Pecora.
 - 5. Tremco.
 - 6. United States Gypsum.

- B. Requests for substitutions will be considered in accordance with provisions of Division 01.
- C. Provide all joint sealers of the same type from a single manufacturer.

2.2 MATERIALS

- A. One Component, Non-Sag Polyurethane Sealant: Sonneborn(R)/ChemRex "Sonolastic(R) NP 1(tm)" with plus or minus 25 percent movement capability for vertical joints; ASTM C 920, Type M, Grade NS, Class 25; FS TT-S-00227E, Type II, Class A; Canadian Specification CAN/CGSB-19.24-M90, Classification MCG-2-40-A-N, No. 81029; USDA approved; SWRI validated; UL classified (fire resistance).
- B. Silicone Sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT, A, and M; FS TT-S-001543 (COM-NBS); USDA approved.

2.3 ACCESSORIES

- A. Low VOC Primer: Sonneborn(R)/ChemRex "Primer No. 766," solvent based.
- B. Joint Cleaner: Sonneborn(R)/ChemRex "REDUCER 990"; non-corrosive and non-staining.
- C. Soft Backer Rod: Sonneborn(R)/ChemRex "Sonofoam Soft Backer Rod"; non-gassing, reticulated closed-cell polyethylene rod designed for use with cold-applied joint sealants.
 - 1. Comply with ASTM C 1330.
 - 2. Size required for joint design.
- D. Closed-Cell Backer Rod: Sonneborn(R)/ChemRex "Sonofoam Closed-Cell Backer Rod"; closed-cell polyethylene rod designed for use with cold-applied joint sealants for on-grade or below-grade applications.
 - 1. Comply with ASTM C 1330.
 - 2. Size required for joint design.
- E. Bond Breaker: Pressure-sensitive tape recommended by sealant manufacturer to suit application.

2.4 COLOR

- A. Sealant Colors: Selected by architect from the manufacturer's master color system.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect all areas involved in work to establish extent of work, access, and need for protection of surrounding construction.
- B. Protect all surroundings from flexible epoxy joint filler including, but not limited to, floors, equipment, line striping, walkways, and drives.
- C. Conduct preapplication inspection of site verification with an authorized manufacturer's representative.

3.2 PREPARATION

- A. Remove loose materials and foreign matter which impair adhesion of joint filler.

- B. Clean joints and saw cuts by grinding, sandblasting, or wire brushing to expose a sound surface free of contamination and laitance.
- C. Ensure structurally sound surfaces, dry, clean, free of dirt, moisture, loose particles, oil, grease, asphalt, tar, paint, wax, rust, waterproofing, curing and parting compounds, membrane materials, and other foreign matter.
- D. Where the possibility of joint filler staining of adjacent areas or materials exists, mask joints prior to application.
 - 1. Do not remove masking tape before joints have been tooled and initial cure of joint filler has taken place.
 - 2. Work stained due to failure of proper masking precautions will not be accepted.

3.3 INSTALLATION

- A. Back-Up Material:
 - 1. Install appropriate size backer rod, larger than joint where necessary according to manufacturer's recommendations.
 - 2. Install polyethylene joint filler in joints wider than 1/4 inch (6 mm) to back-up material per manufacturer's recommendations.
 - 3. Do not install epoxy joint filler over backer rod.
- B. Bond Breaker: Install bond-breaker strip in joint to be sealed on top of back-up material to prevent adhesion of sealant to back-up material; install per manufacturer's recommendations.
- C. Sealant:
 - 1. Prepare sealants that require mixing; follow manufacturer's recommended procedures, mixing thoroughly.
 - 2. Mix only as much material as can be applied within manufacturer's recommended application time period.
 - 3. Apply materials in accordance with manufacturer's recommendations; take care to produce beads of proper width and depth, tool as recommended by manufacturer, and immediately remove surplus sealant.
 - 4. Apply materials only within manufacturer's specified application life period. Discard sealant after application life is expired or if prescribed application period has elapsed.
- D. Epoxy Joint Filler:
 - 1. Transfer entire contents of activator container thoroughly with entire contents of base container in separate container of appropriate size.
 - 2. Mix only as much material as can be applied within manufacturer's recommended application time period.
 - 3. Mix with slow-speed drill (80-100 rpm) and slotted paddle. Ensure mixing paddle reaches bottom and scrapes side of container several times. Scrape paddle several times to ensure thorough mixing. Keep paddle blade below surface to avoid whipping air into material.
 - a. Mix Epolith(R)-P for 5 to 7 minutes.
 - b. Mix Epolith(R)-G for 8 to 10 minutes.
 - 4. Pour Epolith(R)-P from spouted can or professional bulk-loading caulking gun.
 - 5. Apply Epolith(R)-G by professional bulk-loading gun.
 - 6. Maintain minimum joint application of 2/3 joint depth or 1 inch (25 mm), whichever is greater.
 - 7. Fill joints from bottom up to exterior face by holding properly sized nozzle against joint bottom.
 - 8. Tool joint to ensure maximum adhesion to joint sides, correct bead configuration, and a neat joint. Dry tool or dampen tool with Reducer 990. Do not use water or soapy water.

9. Apply materials only within manufacturer's specified application life period. Discard joint filler after application life is expired or if prescribed application period has elapsed.

3.4 CLEANING

- A. Remove uncured sealant and joint filler with Reducer 990, xylene, toluene, or MEK. Remove cured sealant and joint filler by razor, scraping, or mechanically.
- B. Remove all debris related to application of sealants from job site in accordance with all applicable regulations for hazardous waste disposal.

3.5 SCHEDULE OF JOINT SEALERS

- A. General-Purpose Interior and Exterior Applications:
 1. Sealant:
 - a. One component polyurethane.
 2. Applications:
 - a. Joints and recesses between adjacent constructions and frames, sills, and subsills of windows, doors, curtainwall, storefront, and louvers.
 - b. Around penetrations in exterior walls.
 - c. Under door thresholds and at bottom of door frames.
 - d. Where necessary to prevent infiltration of water or air into or through exterior building envelope.
- B. Other Exterior Applications:
 1. Sealant:
 - a. Two component polyurethane.
 2. Applications:
 - a. Between adjacent construction and gravel stops, copings, fascias, and miscellaneous flashings.
 - b. Metal flashings inserted into reglet.
 - c. Top edges of surface mounted counterflashing.
 - d. Expansion and control joints in masonry where expansion joint covers are not indicated.
 - e. Joints between new and existing exterior construction.
- C. Interior Wetted Areas:
 1. Sealant: Silicone.
 2. Applications: Between adjacent construction and vanities, shower stalls, bathtub and shower enclosures, sinks, counter tops, plumbing cut-outs, and plumbing fixtures.
- D. Interior High-Movement Joints:
 1. Sealant:
 - a. Two component polyurethane.
 2. Applications:
 - a. At resilient joint between interior partitions and floor framing above.
- E. Other Interior Applications:
 1. Sealant:
 - a. Two component polyurethane.
 2. Applications:
 - a. Between adjacent construction and equipment, shelving, casework, and furniture.
 - b. Perimeters of door and window frames, access panels.
 - c. Between interior partitions and adjoining concrete or steel columns, walls, or other construction.

- d. Other exposed locations within partitions to seal against passage of air.
 - e. Other interior joints of small dimension which require painting.
 - f. Gypsum board partitions:
 - 1) Between gypsum panels and metal track at floors and dissimilar walls; install sealant just prior to installation of gypsum panel.
 - 2) Between adjacent face layers of abutting intersection gypsum board partitions; install sealant before taping and finishing joint.
 - 3) Between gypsum panels and penetrations: Seal around openings of ducts and pipes. Seal sides and backs of electrical boxes.
 - 4) Seal control joints prior to installing control joint trim.
 - g. Other concealed locations within partitions to completely seal against passage of air.
 - 3. Allow sealant to cure before painting over joint.
- F. Exterior Traffic Surfaces:
- 1. Sealant:
 - a. Two component self-leveling polyurethane.
 - b. Single component self-leveling polyurethane.
 - 2. Applications:
 - a. Control and expansion joints in sidewalks and pavements.
- G. Interior Traffic Surfaces:
- 1. Sealant:
 - a. Two component self-leveling polyurethane.
 - 2. Applications:
 - a. Control and expansion joints in floors.
- H. Interior Heavy Traffic Surfaces:
- 1. Surface preparation: Freshly saw-cut or blast-clean joints; blow with oil-free compressed air.
 - 2. Sealant: Epoxy Joint Filler.
 - a. Pour flush with adjacent surface in 2 pours in accordance with manufacturer's instructions.
 - 3. Applications: Control joints in floors subject to vehicular traffic.
- I. Glazing:
- 1. Primer: None.
 - a. Glass (non-coated).
 - b. Ceramic tile, quarry tile.
 - 2. Primer:
 - a. Aluminum (anodized and mill finish).
 - b. Iron and steel (carbon, stainless, galvanized).
 - c. Plastic (ABS, PVDF, polyurethane, PVC).
 - d. Wood.
 - e. Marble, slate.
 - f. Concrete.
 - 3. Sealant:
 - a. Silicone.
 - 4. Applications:
 - a. Glazing, including butt and lap sheer joints, stopless glazing, and cap, head and toe bead in conventional glazing.
 - b. Curtain wall.
 - c. Storefront.
 - d. Skylights.

END OF SECTION

SECTION 08 11 00

STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes furnishing of hollow metal construction of steel such as doors, hollow metal panels, frames, stops, and trim, all as shown on the Drawings. Also includes hollow metal frames for windows, side lights, and borrowed lights as indicated.

Furnish Underwriter's Laboratories (UL) listed doors for all labeled openings; UL requirements have precedence where conflict exists. Follow the requirements of NFPA-80 and NFPA-101 concerning doors for fire-rated assemblies. Follow ANSI/BHMA requirements for product standards, and follow the requirements of DHI concerning doors, labeled fire doors, and recommended locations for builder's hardware.

Refer to the drawings for surface-applied vertical siding scheduled to be installed to the exterior face of doors.

- B. Related Sections
1. See Section 07 46 46 for exterior trim applied to doors.
 2. See Section 08 70 00 for finish hardware.
 3. See Section 09 91 00 for field painting.

1.03 REFERENCES

- A. National Fire Protection Association (NFPA)
1. NFPA-80 National Fire Protection Association Standard for Fire Doors and Windows
 2. NFPA-101 Life Safety Code
- B. Door and Hardware Institute (DHI)
1. DHI Hardware for Labeled Fire Doors
 2. DHI Recommended Locations for Builder's Hardware
 3. DHI Abbreviations and Symbols

1.04 SUBMITTALS. Shop Drawings and setting diagrams shall be submitted for approval. Shop Drawings shall include details on door construction and door and frame reinforcement, either by detail drawings or by printed Specifications. Shop Drawings shall show hardware locations where factory prepared.

1.05 DELIVERY, STORAGE, AND HANDLING. Doors and frames shall be identified with tags, or other means for the opening for which intended and such identification shall be maintained until the doors and frames are installed. Loss of tags from doors shall be considered ample cause for rejection.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Doors shall be:
1. "Series 747" by Curries Manufacturing, Mason City, IA
 2. "Medallion" by Ceco Corporation, Oak Brook, IL

3. "B-Series " by Steelcraft, Cincinnati, OH
4. "Series DS" by Republic Builders Products, McKenzie, TN
5. Or approved equal; all conforming to the requirements of this Section.

- B. Frames shall be as standard by the same manufacturer for door series specified. See below for fully face-welded and ground corners, etc.
1. "C" series for drywall/ "M" series by masonry, by Curries Manufacturing
 2. "BU" series for drywall/ "SU" series for masonry, by Ceco Corporation
 3. "FE" series for drywall/ "F" series for masonry, by Steelcraft
 4. or equal by Republic Builders Products

2.02 MATERIALS shall be the best of their respective kinds. Steel for doors shall be cold-rolled, stretcher-leveled, furniture stock. Steel for frames shall be hot-rolled, or may be same as used for doors. All **exterior doors and frames** shall be galvanized per requirements of ASTM A924. **Galvanize doors to A-60 requirements and galvanize frames to G-90 requirements.**

Thickness of metal shall be as follows for the following uses:

- A. Frames
1. Subframes (or bucks) 12 gauge
 2. Exterior frames 14 gauge
- B. Doors
1. Exterior doors 16 gauge

2.03 FABRICATION

- A. General. Workmanship shall be of the best throughout. All finished work shall be smooth and free from warps, buckles, and other defects, and out of wind. All miters and moldings shall be well formed and in true alignment. All exposed welded joints shall be smooth and no welds or weld marks shall show in the finished work.
1. Fire Safety Labels. Doors, frames, and panels shall bear labels of the class/es indicated. Labels shall be certified by the Underwriter's Laboratories or an approved alternate testing agency. Where labeled doors occur in pairs, provide astragals only as necessary for the label requirements. Since astragal requirements vary between different manufacturers, bidders shall check the hardware schedule (Section 08 70 00) and if their doors require astragals where coordinators are not specified with the hardware, the door supplier shall be responsible for furnishing the coordinators.
- B. Doors shall be as shown on the Drawings. Lock stile edges of doors shall have standard bevel. Doors shall be reinforced inside with continuous, vertical metal members spaced not over 6 inches o.c., and welded to faces of doors at 6-inch intervals. Honeycomb core or plastic foam core will not be accepted. Fiberglass or mineral insulation shall be placed in doors for sound deadening and for thermal insulation. Doors shall be true planes with a tolerance of $\pm 1/16$ inch, so as to meet requirements specified elsewhere in this Section for allowed tolerances on the clearance between doors and frames. Exterior doors shall be constructed so as not to have a channel or void at the top which could fill with or trap water. Fill for tops of doors shall be metal, welded, or otherwise securely fastened in place. All doors shall be flush type without seams in the faces of the doors, with continuous wire welded seam full height, filled, and ground smooth (seamless).
- C. Hollow Metal Frames shall be of the unit type combining buck, frame and trim, except as otherwise shown. Provide subframes (or bucks) where shown. Where applicable, provide frame construction and anchors suitable for drywall construction similar to **Ceco Doors' "Series BU with fully welded corners"** drywall frames. If not shown on Drawings, provide 5-3/4"x2" frames. Corners of frames, including also fixed stops, shall be mitered (sawn or mechanically mitered) or otherwise closely fitted, and welded all around. Grind smooth on exposed faces after welding. Removable stops may have square corners or may be mitered. Provide full enclosing mortar boxes over all hardware mortises.

1. Anchors. Frames shall be anchored to the surrounding construction at about 24-inch intervals, except that anchors may be omitted on head frames less than 4'-0" long. Anchors shall be of the type shown. Also furnish "existing opening" type frames and anchors where applicable. The anchors for "existing opening" frames shall be countersunk through the stops so that the heads will not be visible if filled over before painting. Jambs shall have suitable foot pieces for anchoring to the structural concrete and shall have temporary spreaders to insure delivery in proper condition.
 2. Silencers on Interior Doors. Furnish and install three molded gray rubber door silencers, snap-in type on frames for single leaf doors, and for each leaf of multiple leaf door frames with dividing mullions. Furnish two silencers on frames for pairs without center mullion.
- D. Reinforcement. All work shall be adequately reinforced to prevent distortion and for hardware and other attachments as shown and as necessary. Work that fails due to inadequate reinforcement during the guarantee period shall be replaced, even though minimums specified elsewhere in this Section had been furnished. All doors and frames shall be reinforced for closers, whether or not closers are required at this time. Install all reinforcement items with concealed connections designed to develop full strength of the reinforcement.
1. Door Reinforcement. Minimum acceptable reinforcement shall be No. 14 gauge and shaped for the required locks, 12 gauge x 3-1/2" channel x 14" long in door top for closer and/or holder, No. 8 gauge x 9"x1-1/2" for hinges.
 2. Frame Reinforcement. Minimum acceptable reinforcement shall be No. 14 gauge x 1-5/8"x4" for strikes, 12 gauge x 16" long x 1-3/4" for closers, brackets, and/or overhead holders, No. 8 gauge x 9"x1-1/2" for hinges.
- E. Hardware Preparation. Hardware will be furnished under Section 08 70 00 of the Specifications. Templates and samples will be delivered to the door and frame manufacturer as therein specified.

The hollow metal work shall be constructed to accept the required hardware. Cut, fit, drill, and tap for all mortise hardware. Hardware preparation for hinges shall be for each specific installation and shall not be reversible type with extra holes and inserts. The location of hardware on the doors and frames shall be the Contractor's responsibility and shall be in accordance with established standards, using ANSI, HMMA, NBHA, ASAHC, or NWMA recommendations modified for the project as may be applicable. In no case shall centerline of knobs be more than 40-5/16 inches above finish floor. The Contractor shall coordinate hardware locations for frames where doors are being furnished under other Sections. Surface-mounted hardware may be fitted after the hollow metal work is installed. Hinges shall be so fitted that there will be a clearance of not more than 1/16 inch between the door and the stop. The door and frame manufacturer shall check the suitability of all hardware that attaches to hollow metal construction.

- F. Finish
1. Doors and Panels shall be completely clean, sanded, and metal filled as required to obtain a smooth surface, and phosphate prepared if galvanized. All exterior doors shall be thoroughly painted inside with all interior surfaces covered. The exposed surfaces of all doors shall receive one coat of gray epoxy primer similar to Curries Door's (high solids 314 epoxy by IPM, 1.0 DMT), baked at 250°F. The undersides of all removable stops, as well as the areas that they cover, shall be painted.
 2. Frames shall be thoroughly cleaned by a vapor degreasing process and shall be cleaned of all rust, grease, and dirt. Phosphate prepare if galvanized. Provide one coat of epoxy primer as used on doors specified above, baked at 250°F on all inside and outside surfaces.
- G. Galvanized Doors and Frames. Prior to priming as noted above all bare metal reinforcing and ground welds, etc., shall be touched up with Dem-Kote 2W1013B, Cold Galvanizing Compound prior to prime painting.

PART 3 - EXECUTION

- 3.01 **INSTALLATION.** Install all hollow metal doors; coordinate with the work specified with the hardware Section 08 70 00 and other applicable Division 8 Sections. Hardware shall be securely attached, straight, neat, and sightly, in accordance with the manufacturer's templates and instructions. Adjust hardware to provide proper operation and control, if applicable, of each door. Install gaskets in accordance with the manufacturer's instructions with special attention to minimum temperature for pressure-sensitive adhesive. Provide heat if necessary. Doors shall operate smoothly and properly. There shall be no defects apparent in the finished work.

Hollow metal door installation shall be such that each door, when closed and latched, will be almost in contact with the stop on the lock side throughout its height and on the hinge side will be uniformly 1/16 inch or less from the stop, but not in contact with the stop. Clearance between door and side jambs shall be uniform and not more than 1/8 inch and not less than 1/16 inch; clearance to head jamb shall be not more than 1/8 inch and not less than 1/16 inch and clearance to threshold shall be 1/8 inch and to floor where there is no threshold 5/8 inch, both with 1/16 inch tolerance.

END OF SECTION

SECTION 08 54 13

AWNING WINDOWS & PICTURE WINDOWS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes Ultrex casement awning and casement picture window complete with hardware, glazing, weather strip, insect screen, standard or specified anchors, trim, accessories, and attachments.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C1036: Standard Specification for Flat Glass.
 - 2. E90-09: Standard Test Method for Laboratory Measurement of airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. E 283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors.
 - 4. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference.
 - 5. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.
 - 6. E 2190: Standard Specification for Insulating Glass Unit Performance Evaluation.
 - 7. F 2090-10: Standard Specification for Window Fall Prevention Devices with Emergency Escape (Egress) Release Mechanisms.
- B. Insulating Glass Manufacturer's Alliance/Insulating Glass Certification Council (IGMA/IGCC).
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association/Canadian Standards Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-08: NAFS - North American Fenestration Standard/Specification for windows, doors, and skylights.
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-05: Standard/Specification for windows and unit skylights.
- D. Window and Door Manufacturer's Association (WDMA): Hallmark Certification Program.
- E. American Architectural Manufacturer's Association (AAMA): 624-10: Voluntary Specification, Performance Requirements and Test Procedures for Organic Coatings on Fiber Reinforced Thermoset Profiles.
- F. National Fenestration Rating Council (NFRC):
 - 1. 100: Procedures for Determining Fenestration Product U-factors
 - 2. 200: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence

1.03 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provision of Division 01.
- B. Product Data: Submit catalog data under provision of Division 01.
- C. Samples:
 - 1. Submit Corner section under provision of Division 01.
 - 2. Include glazing system, quality of construction, and specified finish.

- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under provision of Division 1.

1.04 QUALITY ASSURANCE

- A. Code Requirements: consult local code for IBC [International Building Code] adoption year and pertinent revisions for information on window fall prevention and/or window opening control device requirements.

1.05 DELIVERY

- A. Comply with provisions of Division 01.
- B. Deliver in original packaging and protect from weather.

1.06 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground to protect from weather under provisions of Division 01.

1.07 WARRANTY

- A. Windows shall be warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from purchase date.
- B. Insulating glass shall be warranted against visible obstruction through the glass caused by a failure of the insulating glass air seal for a period of twenty (20) years from the date of the original purchase.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

- A. Description: Factory-assembled Ultrex[®] Infinity casement, awning and casement picture windows as manufactured by Infinity Windows & Doors, Roanoke, Virginia.
- B. Requests for Substitution will be considered in accordance with the provisions of Division 01.

2.02 FRAME DESCRIPTION

- A. Ultrex[®], a fiberglass reinforced pultrusion
- B. Exterior and Interior 0.075 (2 mm)
- C. Frame thickness: 1-5/16" (33 mm)
- D. Frame depth: 2-1/4" (57mm)

2.03 SASH DESCRIPTION

- A. Ultrex[®], a fiberglass reinforced pultrusion
- B. Exterior and Interior 0.075 (2 mm)
- C. Composite sash thickness: 1-3/8" (35 mm) for operating units

2.04 GLAZING

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC when tested in accordance with ASTM E 2190. STC/OITC ratings are tested to the stated performance level in accordance with ASTM E 90-09.
- B. Glazing Method: 1 1/16" (18 mm) Insulating glass, altitude adjusted.
- C. Glass Type: Low E1, Low E2, Low E3, Low E3/ERS with air or Argon Gas, Tempered, Tempered Obscure, Obscure.
- D. Glazing Seal: Silicone bedding on interior; silicone bedding on exterior.

2.05 FINISH

- A. Exterior: Ultrex with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 requirements.
 - 1. Exterior Color to be selected from manufacturer's full range of standard colors.
- B. Interior: Ultrex with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 and 00022716 requirements.
 - 1. Interior color: stainable non-wood interior wrap – EverWood. Stain finish by 09 90 00.

2.06 HARDWARE

- A. Lock: Multipoint locking mechanism that is actuated from a single point of operation. The lock mechanism is concealed with only the actuator handle and escutcheon being visible to the interior.
- B. Hinges: Concealed stainless steel track and injection molded shoe.
- C. Handle: Die cast detachable folding handle.
- D. Roto Gear Operator: E-Gard™ coated hinge arm and housing mechanism.
- E. Snubber: Pulls the sash tight to the frame and provides positive engagement to keep the sash in place under structural loads.
- F. Color – Applies to handle and locking hardware
 - 1. To be selected from manufacturer's samples for use in matching hardware at adjacent existing windows scheduled to remain.

2.07 WEATHER STRIP

- A. Frame: Unit features an extruded PVC foam filled bulb that runs continuously around the perimeter of the frame, sealing against the interior face of the sash.
- B. Sash: The sash weather strip is an extruded PVC hollow bulb that attaches to a kerf in the sash; sealing against the inner perimeter of the frame.

2.08 INSECT SCREEN

- A. Factory-installed full screen (removable)
- B. Screen mesh
 - 1. Standard screen mesh: 18 by 16 mesh: Charcoal Fiberglass
 - 2. Frame color: stainable non-wood interior wrap – EverWood. Stain finish by 09 90 00.

2.09 ACCESSORIES AND TRIM

- A. Installation Accessories: Package of installation hardware for operable units consisting of:
 - 1. Six or Twelve #8 x 3" Torx® truss head installation screws
 - 2. Six or Twelve jamb hole plugs
 - 3. stainable non-wood interior wrap test strip
 - 4. Paint and Stain Instructions
- B. Installation Accessories: Package
 - 1. Twelve or Eighteen #8 x3" Torx® truss head installation screws
 - 2. Twelve or Eighteen jamb hole plugs
 - 3. stainable non-wood interior wrap test strip
 - 4. Paint and Stain Instructions
- C. Sill Installation Filler
 - 1. 108" lengths
- D. Interior Frame, Installation and Mulling Accessories:
 - 1. Interior frame cover
 - 2. Jamb extension adaptor
 - 3. 5/8" sheetrock receiver
 - 4. Jamb extension material
 - 5. Nailing fin
 - 6. Nailing fin drip cap
 - 7. Nailing fin corner gaskets
 - 8. Exterior mull cover
 - 9. Mulling pin
 - 10. Interior mull clip
 - 11. Interior mull clip cover
 - 12. Shipping bracket assembly
 - 13. Mulling bracket
 - 14. Mull tape – one-side
- E. ½" Mull Reinforcement
 - 1. ½" Mull Reinforcement
 - 2. ½" Interior Mull Cover
 - 3. ½" Exterior Mull Cover
- F. Panning Accessories
 - 1. Fiberglass reinforced ABS
 - a. Profile: Frame Expander
 - 2. Aluminum Extrusions
 - a. Coil Panning
 - b. Finish: High solids polyester

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Condition: Beginning installation confirms acceptance of existing conditions.

3.02 INSTALLATION

- A. Assemble and install window/door unit(s) according to manufacturer's instruction and

reviewed shop drawings.

- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants.
- C. Install accessory items as required.

3.03 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition.

3.04 PROTECTION

- A. Protect windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

END OF SECTION

SECTION 08 54 13

DIRECT GLAZE WINDOWS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes Ultrex[®] direct glaze window complete with glazing, screw cover, grilles-between-the-glass, simulated divided lites, standard or specified anchors, trim, accessories and attachments.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C1036: Standard Specification for Flat Glass.
 - 2. E90-09: Standard Test Method for Laboratory Measurement of airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. E 283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors.
 - 4. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference.
 - 5. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.
 - 6. E 2190: Standard Specification for Insulating Glass Unit Performance Evaluation.
- B. Insulating Glass Manufacturer's Alliance/Insulating Glass Certification Council (IGMA/IGCC).
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association/Canadian Standards Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-08: NAFS - North American Fenestration Standard/Specification for windows, doors, and skylights.
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-05: Standard/Specification for windows and unit skylights.
- D. Window and Door Manufacturer's Association (WDMA): Hallmark Certification Program.
- E. American Architectural Manufacturer's Association (AAMA): 624-10: Voluntary Specification, Performance Requirements and Test Procedures for Organic Coatings on Fiber Reinforced Thermoset Profiles.
- F. National Fenestration Rating Council (NFRC):
 - 1. 100: Procedures for Determining Fenestration Product U-factors
 - 2. 200: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence

1.03 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provision of Division 01.
- B. Product Data: Submit catalog data under provision of Division 01.
- C. Samples:
 - 1. Submit Corner section under provision of Division 01.
 - 2. Include glazing system, quality of construction, and specified finish.
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under provision of Division

1.

1.04 QUALITY ASSURANCE

- A. Code Requirements: consult local code for IBC [International Building Code] adoption year and pertinent revisions for information on window fall prevention and/or window opening control device requirements.

1.05 DELIVERY

- A. Comply with provisions of Division 01.
- B. Deliver in original packaging and protect from weather.

1.06 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground to protect from weather under provisions of Division 01.

1.07 WARRANTY

- A. Windows shall be warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from purchase date.
- B. Insulating glass shall be warranted against visible obstruction through the glass caused by a failure of the insulating glass air seal for a period of twenty (20) years from the date of the original purchase.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

- A. Description: Factory-assembled Ultrex® Infinity casement, awning and casement picture windows as manufactured by Infinity Windows & Doors, Roanoke, Virginia.
- B. Requests for Substitution will be considered in accordance with the provisions of Division 01.

2.02 FRAME DESCRIPTION

- A. Ultrex®, a fiberglass reinforced pultrusion
- B. Exterior and Interior 0.082 inch (2 mm)
- C. Frame thickness: 1-29/32 inches (48 mm)
- D. Frame depth: 3-1/4 inches (83 mm)

2.03 GLAZING

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC when tested in accordance with ASTM E 2190. STC/OITC ratings are tested to the stated performance level in accordance with ASTM E 90-09.
- B. Glazing Method: 11/16" (18 mm) Insulating glass, altitude adjusted.
- C. Glass Type: Low E1, Low E2, Low E3, Low E3/ERS with air or Argon Gas, Tempered, Tempered Obscure, Obscure.

- D. Glazing Seal: Silicone bedding on interior; silicone bedding on exterior.

2.04 FINISH

- A. Exterior: Ultrex with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 requirements.
 - 1. Exterior Color to be selected from manufacturer's full range of standard colors.
- B. Interior: Ultrex with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 and 00022716 requirements.
 - 1. Interior color: stainable non-wood interior wrap – EverWood. Stain finish by 09 90 00.

2.05 WEATHER STRIP

- A. Frame: Unit features an extruded PVC foam filled bulb that runs continuously around the perimeter of the frame, sealing against the interior face of the sash.
- B. Sash: The sash weather strip is an extruded PVC hollow bulb that attaches to a kerf in the sash; sealing against the inner perimeter of the frame.

2.06 ACCESSORIES AND TRIM

- A. Installation Accessories: Package of installation hardware for Direct Glaze units consisting of:
 - 1. Twelve #8 x 2" Torx® truss head installation screws
 - 2. stainable non-wood interior wrap test strip
 - 3. Paint and Stain Instructions
- B. Sill Installation Filler
 - 1. 108" lengths
- C. Interior Frame, Installation and Mulling Accessories:
 - 1. Jamb extension adaptor
 - 2. Jamb extension material
 - 3. Nailing fin sill
 - 4. Nailing fin jamb
 - 5. Nailing fin drip cap
 - 6. Nailing fin corner gaskets
 - 7. Exterior mull cover
 - 8. Mulling pin
 - 9. Interior mull cover
 - 10. Frame extender (DH mull only)
 - 11. Mulling bracket
- D. ½" Mull Reinforcement
 - 1. ½" Mull Reinforcement
 - 2. ½" Interior Mull Cover
 - 3. ½" Exterior Mull Cover
- E. Panning Accessories
 - 1. Fiberglass reinforced ABS
 - a. Profile: Frame Expander
 - 2. Aluminum Extrusions
 - a. Coil Panning
 - b. Finish: High solids polyester

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Condition: Beginning installation confirms acceptance of existing conditions.

3.02 INSTALLATION

- A. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawings.
- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants.
- C. Install accessory items as required.

3.03 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition.

3.04 PROTECTION

- A. Protect windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide all Finish Hardware as shown on the Drawing or as specified herein unless specified excluded and called for in other Sections.
- B. All items of Finish Hardware shall be guaranteed for one year, except closers shall be guaranteed for five years.
- C. 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.

1.2 SUBMITTALS

- A. Submit the following to the owner:
 - 1. Shop Drawings: Indicate locations and mounting heights of each type of hardware, electrical characteristics and connection requirements. 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.
 - 2. Submit manufacturer's parts lists, and templates.
 - 3. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with the following requirements:
 - 1. ANSI A117.1.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. The following are acceptable manufacturers for the item of hardware indicated. The first manufacturer listed is used in the hardware schedule unless indicated otherwise.
 - 1. Hinges: Hager, Stanley Lawrance, & McKinney.
 - 2. Push/Pulls and Armor Plate: Hiawatha, Hager, Rockwood & Tremco.
 - 3. Cylinder: Best 7-pin with interchangeable core. (No substitution).
 - 4. Mortise Lockset/Latchset: Corbin-Russwin, Schlage, Sargent, and Yale.
 - 5. Closers: LCN (No substitution).
 - 6. Stops: Ives, Glynn Johnson & Hager.
 - 7. Thresholds: Reese & Pemko.
 - 8. Weather-Stripping: Reese & Pemko.

2.2 KEYING

- A. Key to the owners existing keying system.

2.3 FINISHES

- A. Finishes: As follows:
 - 1. Butts, Interior: US26D

2. Locksets: US26D/US32D
3. Door Closers: ALUM
4. Push Bars, Push Plates, Pulls: US32D
5. Stops and Holders: US26D
6. Misc., Hardware: US26D

2.4 BUTTS

- A. The following is a table of butt types in manufacturer's catalogue numbers that are considered acceptable. No substitutions will be allowed:

	<u>Hager</u>	<u>Stanley</u>	<u>McKinney</u>	<u>Lawrence</u>
Type 1	BB1199	BB199	T4B3386	BB5151A
Type 2	BB1191	BB191	TB2314	BB4101A
Type 3	BB1168	B168	T4B3786	BB5151
Type 4	BB1279	BB179	TB2714	BB4101
Type 5	1279	179	2714	4181

- B. Butt types shall be furnished as follows, except as otherwise noted:
1. Interior Doors with Closers: Type 4
 2. Interior Doors without Closers: Type 5
- C. Butt quantities and sizes shall be as follows, except as otherwise noted. All butts shall be 4-1/2 x 4-1/2 for 1-3/4" doors and 3-1/2x3-1/2 for 1-3/8" doors.
1. Two (2) butts for doors 60" in height and under.
 2. Three (3) butts for doors 61" thru 90" in height.
 3. Four (4) butts for doors 91" thru 120" in height or over 3'-8" wide.
 4. Four (4) butts for dutch doors.
- D. Provide proper width of butts to clear trim and allow full 180 degree swing.

2.5 LOCKSETS AND LATCHSETS

- A. Unless otherwise indicated in hardware groups, all locks, latches, trim, and deadlocks shall be the products of one manufacturer.
- B. Knurled knobs shall be installed on Janitor Room, Mechanical Room, Stair Towers, Equipment Room, etc., per Handicap Code restrictions where applicable.
- C. Unless otherwise indicated in hardware groups, all locks, latches, trim, deadlocks shall be the products of one manufacturer.
1. All locks shall be: SCHLAGE L SERIES
 2. Design to be: 06A LEVER
- D. 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.
- E. The following is a table of devices and design which are considered equal and acceptable.
1. YALE 8800 SERIES AU DESIGN

2.6 DOOR CLOSERS

- A. All closers shall be of rack and pinion construction with separate adjusting valves for latching speed, closing speed and backcheck. All closers to be surface applied and have non-ferrous covers.
- B. All closers to be mounted on room side wherever possible, where wall conditions permit, all doors shall swing 180 degrees.

- C. In shall be the hardware suppliers responsibility to furnish door closers sized to comply with manufacturer's recommendations for door sizes. Furnish thru bolts for all label wood doors.
- D. The following is a table of closers which are considered acceptable:

	<u>LCN</u>	<u>NORTON</u>
Exterior	4111-H-CUSH	CLP7500T
Interior	4011/4111	7500BF
- E. Furnish appropriate drop plates and spacers for use with aluminum doors and frames.

2.7 DOOR TRIM

- A. Unless otherwise specified, all push plates shall be equal to Hiawatha.
- B. Unless otherwise specified, all push plates shall be equal to Hiawatha 200F and pull plates shall be equal to Hiawatha 200F x 535B.
- C. All push/pull bars shall be equal to Hiawatha 1081 LBP x 535B.
- D. 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. Items equal in quality and design by, Brookline, Cipco, Quality, Hager, Burns will be acceptable.

2.8 DOOR STOPS AND HOLDERS

- A. Unless otherwise indicated, all door stops shall be equal to Glynn Johnson GJWB50W OR GJWB60W.
- B. Where wall bumpers are not applicable, provide overhead door stays equal to Glynn Johnson GJ450 series, unless otherwise specified.
- C. Provide overhead holders and shock absorber equal to Glynn Johnson GJ900M for all exterior doors call for, unless otherwise specified.

2.9 SCHEDULE

- A. Refer to the drawings.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions.
- B. Provide all anchorage, fasteners, etc. as required for the complete installation of all hardware.
- C. 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 UL
- D. Mounting heights for hardware from finished floor to center line of hardware item:
 1. Locksets: ANSI 117.1.
 2. Push/Pulls: ANSI 117.1.
 3. Dead Locks: ANSI 117.1.
 4. Exit Devices: ANSI 117.1.

3.2 HARDWARE SCHEDULE

- A. Group A
1. Doors:
 - a. 100D & 100E
 2. Each leaf to receive:
 - a. 3 EA. HAGER BB1199 4.5 X 4.5 NRP US32D HINGE
 - b. 1 EA. VON DUPRIN CD99NL X 990NL US26D RIM EXIT DEVICE
 - c. 1 EA. BEST RIM CYLINDER
 - d. 1 EA. BEST MORTISE CYLINDER
 - e. 1 EA. LCN 4040XP H CUSH ALUM CLOSER
 - f. 1 EA. DJ MLP-111 630 LATCH PROTECTOR
 - g. 1 EA. S424A THRESHOLD
 - h. 1 EA. 769C WEATHER STRIPPING
 - i. 1 EA. 323C SWEEP
- B. Group B
1. Doors:
 - a. 107B
 2. Each leaf to receive:
 - a. 3 EA. HAGER BB1199 4.5 X 4.5 NRP US32D HINGE
 - b. 1 EA. VON DUPRIN 99NL X 990NL US26D RIM EXIT DEVICE
 - c. 1 EA. BEST RIM CYLINDER
 - d. 1 EA. LCN 4040XP H CUSH ALUM CLOSER
 - e. 1 EA. DJ MLP-111 630 LATCH PROTECTOR
 - f. 1 EA. S424A THRESHOLD
 - g. 1 EA. 769C WEATHER STRIPPING
 - h. 1 EA. 323C SWEEP
- C. Group C
1. Doors:
 - a. 101B & 109B
 2. Each leaf to receive:
 - a. 3 EA. HAGER BB1199 4.5 X 4.5 NRP US32D HINGE
 - b. 1 EA. CORBIN ML2055LC LWA 630 CLASSROOM MORTISE LOCK
 - c. 1 EA. BEST MORTISE CYLINDER
 - d. 1 EA. LCN 4040XP H CUSH ALUM CLOSER
 - e. 1 EA. DJ MLP-111 630 LATCH PROTECTOR
 - f. 1 EA. S424A THRESHOLD
 - g. 1 EA. 769C WEATHER STRIPPING
 - h. 1 EA. 323C SWEEP
- D. Group D
1. Doors:
 - a. 103B
 2. Each leaf to receive:
 - a. 3 EA. HAGER BB1199 4.5 X 4.5 NRP US32D HINGE
 - b. 1 EA. CORBIN ML2051LC LWA 630 CLASSROOM MORTISE LOCK
 - c. 1 EA. BEST MORTISE CYLINDER
 - d. 1 EA. LCN 4040XP H CUSH ALUM CLOSER
 - e. 1 EA. DJ MLP-111 630 LATCH PROTECTOR
 - f. 1 EA. S424A THRESHOLD
 - g. 1 EA. 769C WEATHER STRIPPING
 - h. 1 EA. 323C SWEEP

END OF SECTION

SECTION 09 29 00

GYPSUM BOARD

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Gypsum board and joint treatment products for use as a backer to the interior finish fiberglass wall panels (refer to Section 09 77 00).
 - 2. Accessories for the installation and trimming of gypsum board partitions and ceilings.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A108.11, American National Standard for Interior Installation of Cementitious Backer Units.
- B. American Society for Testing and Materials (ASTM):
 - 1. C 473, Test Methods for Physical Testing of Gypsum Panel Products.
 - 2. C 514, Specification for Nails for the Application of Gypsum Wallboard.
 - 3. C 840, Specification for Application and Finishing of Gypsum Board.
 - 4. C 954, Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Studs from 0.33 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
 - 5. C 1002, Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases.
 - 6. C 1047, Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
 - 7. C 1280, Specification for Application of Gypsum Sheathing Board.
 - 8. C 1396, Specification for Gypsum Board.
 - 9. C 1629, Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
 - 10. D 3273, Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
 - 11. D 4977, Test Method for Granule Adhesion to Mineral Surfaced Roofing by Abrasion.
 - 12. D 5420, Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
 - 13. E 695, Standard Method of Measuring Relative Resistance of Wall, Floor, and Roof Construction to Impact Loading.
- C. Gypsum Association (GA):
 - 1. GA-214, Recommended Specifications: Levels of Gypsum Board Finish.

1.3 SYSTEM DESCRIPTION

- A. Fire-Rated Impact-Resistant Board: Provide boards with indicated impact resistance when tested in accordance with industry proposed standard.
- B. Fire-Rated Abuse-Resistant Board: Provide boards with indicated surface indentation resistance and impact resistance when tested in accordance with the test procedures referenced as modified by National Gypsum Co.

1.4 SUBMITTALS

- A. Product Data: Manufacturers' specifications and installation instructions for each product specified.
- B. Samples: Min. 12 in. by 12 in. coated gypsum board panel for of each type and texture of textured coating.

1.5 QUALITY ASSURANCE

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

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 PROJECT CONDITIONS

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

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. National Gypsum Company:
 - 1. Gypsum Board:
 - a. Fire-Rated Abuse-Resistant Mold-Resistant Board: Hi-Abuse Brand XP Wallboard.
 - b. Ceiling Board: High Strength Brand Ceiling Board.
 - 2. Joint Treatment:
 - a. Tape: ProForm Brand Multi-Flex Tape Bead.
 - b. Compound: ProForm Brand XP Joint Compound
 - 3. Primer: Proform Brand Surfacer/Primer.

2.2 ACCESSORIES

- A. Corner Bead: Formed galvanized steel angle, min. base steel 0.014 in. thick, and complying with ASTM C 1047.
- B. Casing Bead: Formed galvanized steel trim, min. base steel 0.014 in. thick, and complying with ASTM C 1047, Type as follows:
 - 1. LC-Bead.
 - 2. L-Bead.
 - 3. U-Bead.
- C. Control Joint: Extruded vinyl formed with V shaped slot covered with removable flexible vinyl strip and complying with ASTM C 1047.

- D. Control Joint: Bent zinc sheet formed with V shaped slot, covered with plastic tape, with perforated flanges and Complying with ASTM C 1047.
- E. Screws: ASTM C 954 or ASTM C 1002 or both with heads, threads, points, and finish as recommended by the manufacturer.
- F. Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable type as recommended by the manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

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

3.2 PROTECTION

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

END OF SECTION

SECTION 09 77 00

FIBERGLASS WALL PANELS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes the furnishing and installation of plastic sanitary paneling (FRP) as scheduled and specified.
- B. Related Sections. See Section 09 29 00 for gypsum board walls to which these panels will be installed. Coordinate the work. Avoid duplications and/or omissions.

1.02 SUBMITTALS

- A. Manufacturer's Instructions for installation shall be submitted. A copy of these instructions shall be available at the work site while this work is being performed.
- B. Samples shall be submitted for color selection.
- C. Shop Drawings shall be submitted. Show layout of panels and moldings. Drawing shall be based on actual job site measurements.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Paneling shall be fiberglass reinforced, plastic liner sheet, 0.090 inch thick, minimum from one of the following:
 - 1. "Kemlite Glasbord-P" by Crane Composites, Channahon, IL; 1-800-435-0080 www.cranecomposites.com
 - 2. "Fiber Lite Liner Panels" by Nudo Products, Springfield, IL
 - 3. "Duratuf -090DT" by Ornyte, Chino, CA,
 - 4. Or equal.
- B. Colors. Color shall be selected from the manufacturer's standard colors by the Architect.
- C. Accessories. Provide termination, divider, and corner beads or moldings as provided by panel supplier. Fasteners, adhesives, and/or sealants shall be as recommended by the panel supplier.

PART 3 - EXECUTION

- 3.01 INSTALLATION shall be in full accordance with approved shop drawings and manufacturer's instructions. The finished work shall be neat and sightly, with divider moldings plumb to within 1/8 inch in 10'-0", and fasteners, if any, uniformly spaced both horizontally and vertically. Clean all work, at a time approved by the Architect, near completion of the work. Provide cleaning instructions to the company and demonstrate procedures to company personnel when directed.

END OF SECTION

SECTION 09 90 00

PAINTS AND COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field painting of exposed interior items and surfaces.
- B. Surface preparation and field painting of exposed exterior items and surfaces.
- C. Surface preparation and field application of interior high-performance coating systems to items and surfaces scheduled.
- D. Surface preparation and field application of exterior high-performance coating systems to items and surfaces scheduled.
- E. Painting of exposed bare and covered pipes and ducts, hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM) D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- B. Steel Structures Painting Council (SSPC) SP6 - Commercial Blast Cleaning Procedures.
- C. Steel Structures Painting Council (SSPC) SP10 - Near White Blast Cleaning Procedure.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16.
 - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85 degree meter.
 - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60 degree meter.
 - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60 degree meter.
 - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60 degree meter.
- B. Environments: The following terms distinguish between different corrosive exposures:
 - 1. "Severe environments" are highly corrosive industrial atmospheres with sustained exposure to high humidity and condensation and with frequent cleaning using strong chemicals. Environments with heavy concentrations of strong chemical fumes and frequent splashing and spilling of harsh chemical products are severe environments.
 - 2. "Moderate environments" are corrosive industrial atmospheres with intermittent exposure to high humidity and condensation, occasional mold and mildew development, and regular cleaning with strong chemicals. Environments with exposure to heavy concentrations of chemical fumes and occasional splashing and spilling of chemical products are moderate environments.
 - 3. "Mild environments" are industrial atmospheres with normal exposure to moderate humidity and condensation, occasional mold and mildew development, and infrequent cleaning with strong chemicals. Environments with low levels of mild chemical fumes and occasional splashing and spilling of chemical products are mild environments. Normal outdoor weathering is also considered a mild environment.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: For each paint system indicated, including:
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Preparation instructions and recommendations.
 - 3. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.
- C. Paint exposed surfaces. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
- D. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
- E. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Refinish mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label:
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).

- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- E. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Quantity: Furnish Owner with an additional three percent, but not less than 1 gal (3.8 l) or 1 case, as appropriate, of each material and color applied.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: PPG Architectural Finishes, Inc.; One PPG Place; Pittsburgh, PA 15272. Toll Free Tel: 888-PPG-IDEA. Email: request info; Web: www.ppgideascape.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

2.2 PAINT MATERIALS - GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that meet the applicable local, state or federal VOC requirements.
- C. Color: All colors are to be determined. For bidding purposes, assume the following:
 - One exterior paint color.
 - One interior paint color for painting existing surfaces adjacent to new construction at and around toilet rooms.
 - One interior paint color for painting existing surfaces adjacent to new construction at and around offices and electrical room.

2.3 EXTERIOR PAINT SYSTEMS

- A. Exterior Siding and Trim: Provide the following finish systems over scheduled exterior synthetic siding and trim, as well as existing cedar soffit and fascia scheduled to remain (refer to drawings):
 - 1. High grade exterior paint, flat finish
- B. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.
 - 1. Acrylic-Enamel Finish: Two finish coats over a rust-inhibitive primer (primer required for items not shop-primed).
 - a. Primer for Items Not Shop-Primed: PPG; 90-712 Pitt-Tech Interior/Exterior Primer Finish DTM Industrial Enamel: Applied at a dry film thickness of not less than 3.0 mils (0.076 mm).
 - b. Primer: PPG; 6-208 Speedhide Alkyd Metal Primer: Applied at a dry film thickness of not less than 2.3 mils (0.059 mm).

- c. Exterior full-gloss acrylic enamel finish: PPG; 90-374 Series Pitt-Tech Interior/Exterior High Gloss DTM Industrial Enamels: Applied at a dry film thickness of not less than 3.0 mils (0.076 mm).

2.4 INTERIOR PAINT SYSTEMS

- A. Gypsum Board: For existing walls which are disrupted by adjacent construction, provide the following finish systems over interior gypsum board surfaces:
 - 1. Acrylic Finish: Two finish coats over a primer.
 - a. Primer-Zero VOC: PPG; Speedhide zero Interior Zero VOC Latex Primer 6-4900XI: Applied at a dry film thickness of not less than 1.2 mils (0.029 mm).
 - b. Interior water-based epoxy finish: PPG Pitt Glaze WB1 Interior Pre-Catalyzed Semi-Gloss (16-510) or Eggshell (16-310) Acrylic Epoxy: Applied at a dry film thickness of not less than 1.5 mil (0.038 mm).
- B. Ferrous Metal: Provide the following finish systems over ferrous metal:
 - 1. Alkyd Enamel Finish: Two finish coats over a primer.
 - a. Primer: PPG; 90-712 Pitt-Tech Interior/Exterior Primer/Finish DTM Industrial Enamel: Applied at a dry film thickness of not less than 2.0 mils (0.051 mm).
 - b. Interior full-gloss alkyd enamel : PPG; 7-814 Series PPG Industrial Gloss-Oil Interior/Exterior Enamel: Applied at a dry film thickness of not less than 2.0 mils (0.050 mm).

2.5 INTERIOR STAIN AND NATURAL FINISH WOODWORK SYSTEMS

- A. Natural Finish Woodwork: Provide the following natural finishes over new interior woodwork as well as over interior stainable non-wood surfaces of new windows (refer to sections 08 54 13):
 - 1. Waterborne Satin-Varnish Finish: Two finish coats of waterborne clear satin varnish over a sanding sealer. Wipe wood filler before applying stain.
 - a. Filler Coat: Open-grain wood filler.
 - b. Sealer Coat: Olympic; 41061 Interior Water Based Sanding Sealer.
 - c. Finish Coats: Olympic; 42786 Interior Water Based Satin Polyurethane.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
 - 2. If a potential incompatibility of primers applied by others exists, obtain the following from the primer Applicator before proceeding:
 - a. Confirmation of primer's suitability for expected service conditions.
 - b. Confirmation of primer's ability to be top coated with materials specified.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 1. Provide barrier coats over incompatible primers or remove and reprime.
 2. Provide barrier coats over incompatible primers or remove primers and reprime substrate.
 3. Cementitious Substrates: Prepare concrete, brick, concrete masonry block, and cement plaster surfaces to be coated. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods to prepare surfaces.
 - a. Use abrasive blast-cleaning methods if recommended by coating manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not coat surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
 4. Wood Substrates: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Smoothly sand surfaces exposed to view and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer, before applying primer.
 - b. Immediately on delivery, prime edges, ends, faces, undersides, and backsides of wood to be coated.
 - c. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Ferrous Metal Substrates: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations.
 - a. Blast-clean steel surfaces as recommended by coating manufacturer and according to SSPC-SP 10.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, solvent clean, and touch up with same primer as the shop coat.
 6. Nonferrous-Metal Substrates: Clean nonferrous and galvanized surfaces according to manufacturer's written instructions for the type of service, metal substrate, and application required.
 - a. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.
 1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
 2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
 3. Use only the type of thinners approved by manufacturer and only within recommended limits.

4. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. General: Apply high-performance coatings according to manufacturer written instructions.
 1. Use applicators and techniques best suited for the material being applied.
 2. Do not apply high-performance coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.
 3. Coating surface treatments, and finishes are indicated in the coating system descriptions.
 4. Provide finish coats compatible with primers used.
 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
- C. Application Procedures: Apply coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 1. The number of coats and film thickness required is the same regardless of application method.
 2. Completed Work: Match approved Samples for color, texture, and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. After completing painting, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- C. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

END OF SECTION

16118.000



Existing North Elevation.



Existing North Elevation.




Existing East and West Elevation, restroom windows.



Existing Common Area 100, north wall (west end).



NO.	DATE	ISSUE RECORD

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

DESIGNED	DRAWN	CHECKED
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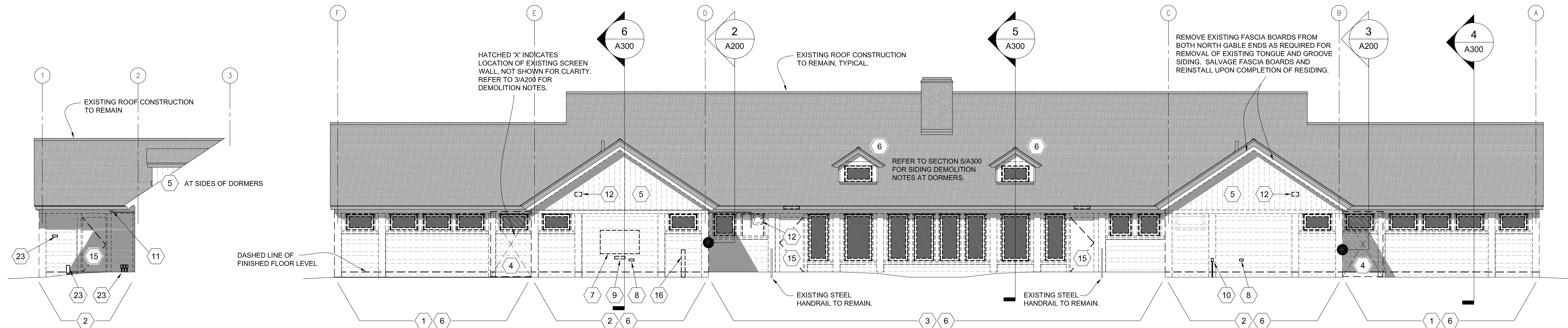
G002

SCALE: 1/8" = 1'-0"

1" = 1'-0"

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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



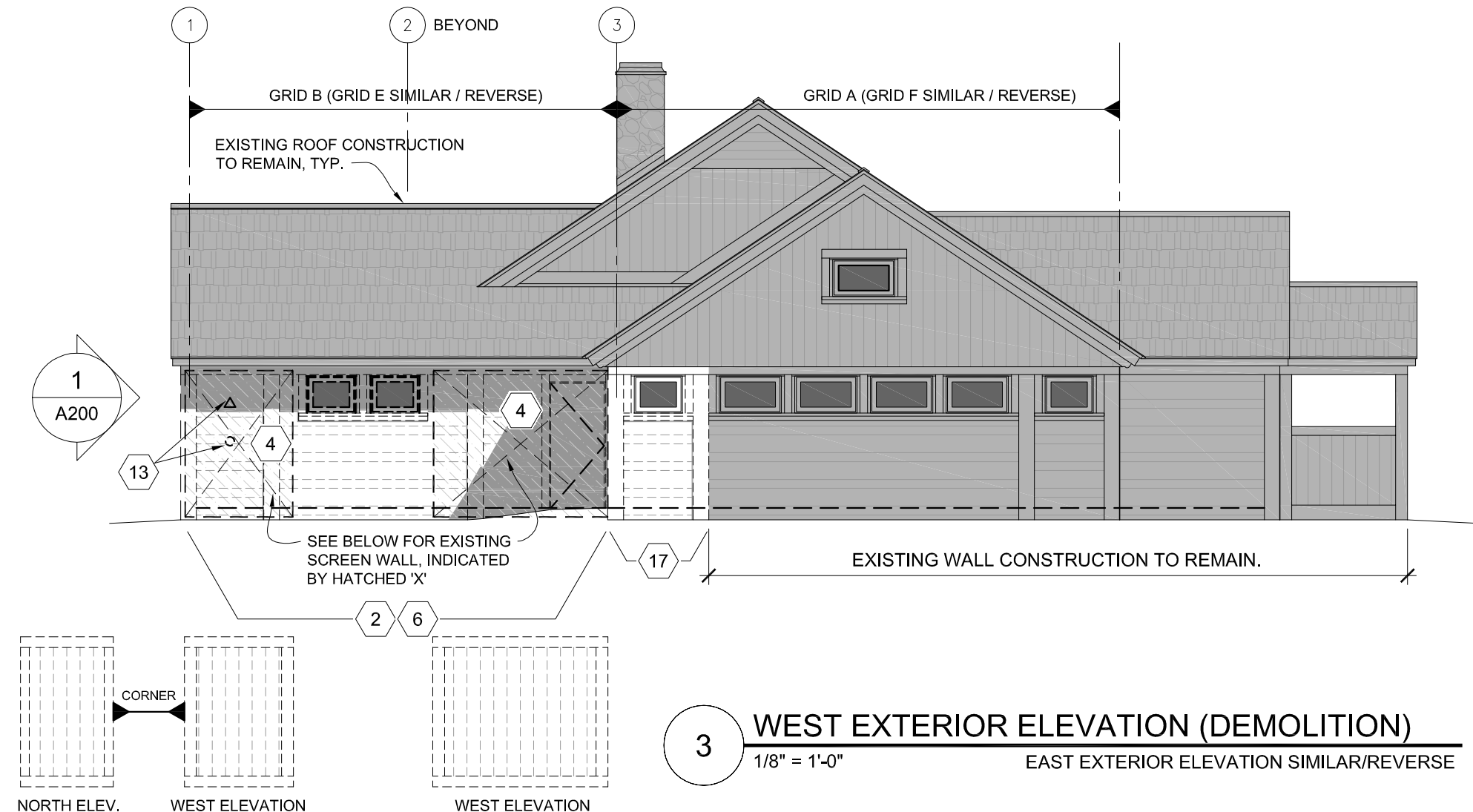
2 WEST EXTERIOR ELEVATIO @ GRID D (DEMOLITION)
1/8" = 1'-0"

1 NORTH EXTERIOR ELEVATION (DEMOLITION)
1/8" = 1'-0"

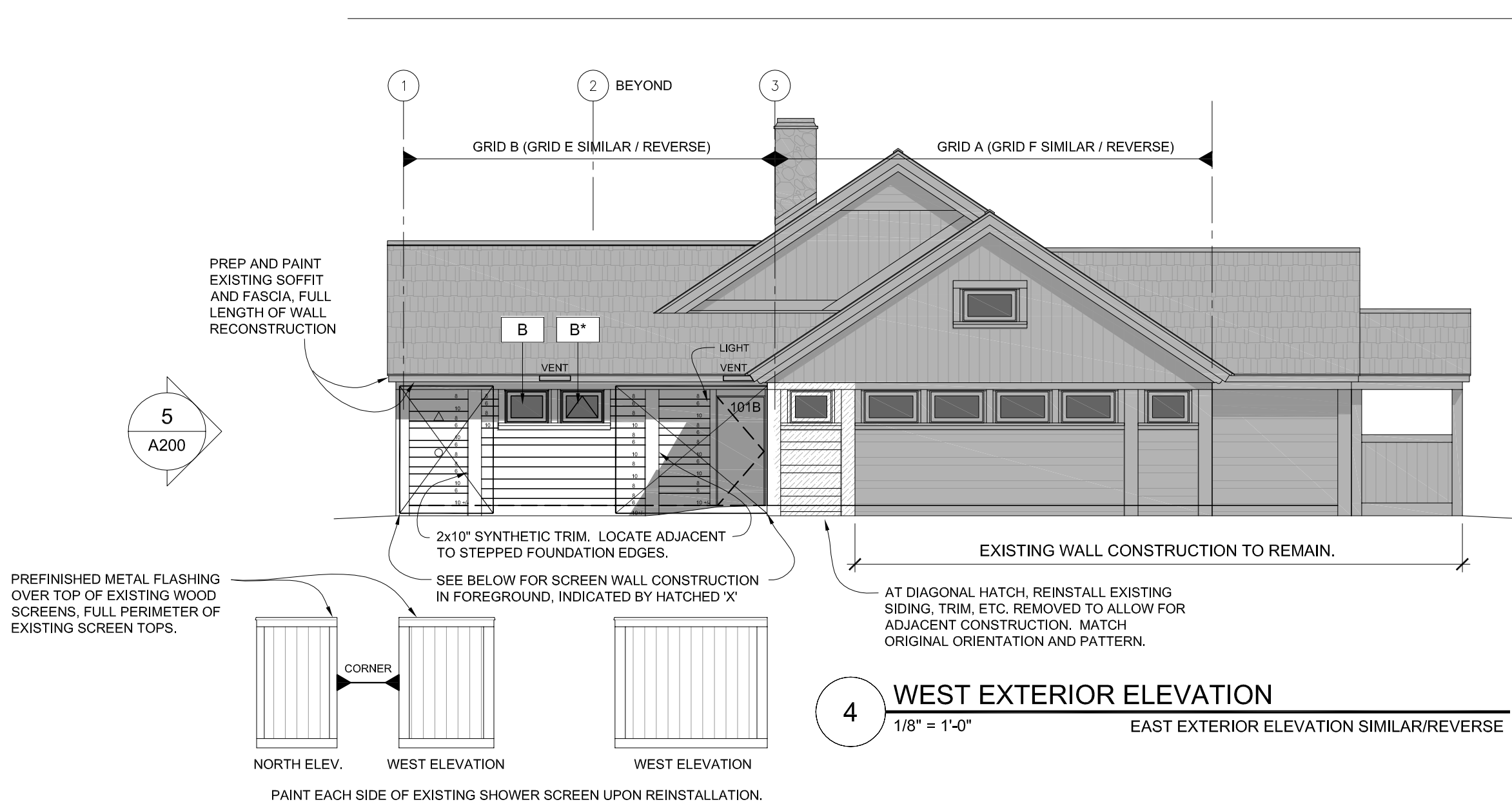
DEMOLITION KEYNOTES

REFER TO SHEET G-002 FOR PHOTOS OF EXISTING CONDITIONS

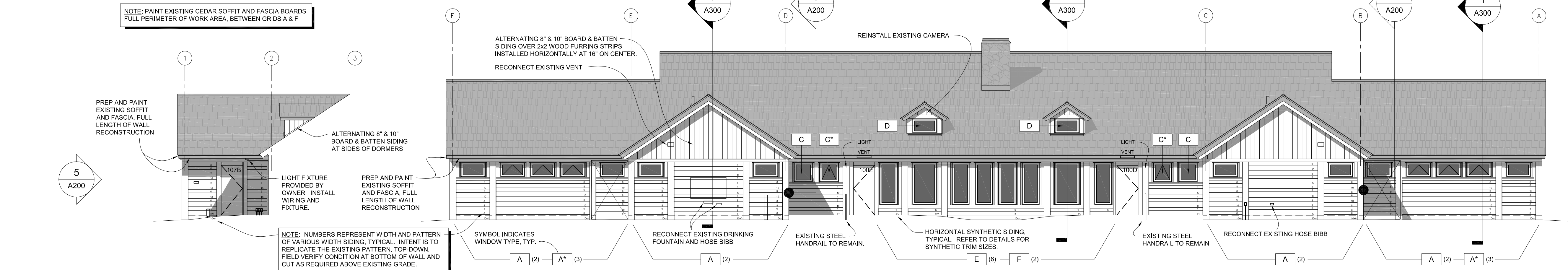
- 1 THRU 3 REMOVE WALL (SEE FLOOR PLAN FOR ADDITIONAL NOTES).
- 4 REMOVE EXISTING CEDAR TONGUE & GROOVE SHOWER SCREEN SYSTEM AND SALVAGE FOR REINSTALLATION.
- 5 REMOVE BOARD & BATTEN SIDING FROM GABLES AS WELL AS ANY EXISTING FURRING, BUILDING PAPER AND PLANK SHEATHING. REFER TO 6/A300 FOR NOTES.
- 6 REMOVE WOOD WINDOW SYSTEM AS WELL AS METAL ANGLE-FRAMED MESH SCREEN / SCREEN FRAME SYSTEM.
- 7 REMOVE FACE-MOUNTED SIGN AND TURN OVER TO OWNER.
- 8 DISCONNECT EXISTING HOSE BIBB AS REQUIRED FOR CONSTRUCTION OF NEW WALL AND RECONNECT UPON COMPLETION OF THE WORK.
- 9 DISCONNECT EXISTING DRINKING FOUNTAIN AS REQUIRED FOR CONSTRUCTION OF NEW WALL AND RECONNECT UPON COMPLETION OF THE WORK.
- 10 REMOVE EXISTING EXTERIOR RECEPTACLE AND ASSOCIATE IN-WALL WIRING. PROVIDE FOR REPLACEMENT OF RECEPTACLE. REFER TO PLAN AND "GENERAL NOTES".
- 11 REMOVE EXISTING LIGHT FIXTURE AND REMOVE SURFACE MOUNTED, OR IN-WALL WIRING.
- 12 DISCONNECT AND DISPOSE OF EXISTING VENT THROUGH WALL AND EXISTING HOOD VENT SYSTEM ABOVE.
- 13 DISCONNECT EXISTING SHOWERHEAD AND SHOWER CONTROLS, AND RECONNECT UPON COMPLETION OF THE WORK. REFER TO "GENERAL NOTES".
- 14 PROVIDE TEMPORARY SHORING OF ELECTRICAL PANELS, METERS, TRANSFORMER, ETC. AS REQUIRED TO MAINTAIN ELECTRICAL EQUIPMENT.
- 15 REMOVE HOLLOW METAL DOOR AND FRAME.
- 16 REMOVE PROTECTIVE METAL SHROUD AND SALVAGE FOR REINSTALLATION. MAINTAIN CONNECTION TO EXISTING TRANSFORMER.
- 17 CAREFULLY REMOVE TONGUE & GROOVE CEDAR SIDING AS REQUIRED FOR INSTALLATION OF ADJACENT CONSTRUCTION. SALVAGE MATERIALS FOR REINSTALLATION. DOCUMENT EXISTING PATTERN AND ORIENTATION PRIOR TO REMOVAL.
- 22 DISCONNECT EXISTING VENT THROUGH WALL AS REQUIRED FOR CONSTRUCTION OF NEW WALL, AND RECONNECT UPON COMPLETION OF THE WORK.
- 23 DISCONNECT EXISTING ELECTRICAL COMPONENTS AS REQUIRED FOR INSTALLATION OF THE NEW WALL, AND RECONNECT UPON COMPLETION OF THE WORK.



3 WEST EXTERIOR ELEVATION (DEMOLITION)
1/8" = 1'-0"



4 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



6 WEST EXTERIOR ELEVATION @ GRID D
1/8" = 1'-0"

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

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



CITY OF DULUTH

PARK POINT BEACH HOUSE

5000 MINNESOTA AVENUE
DULUTH, MN 55802

PARK POINT BEACH HOUSE

NORTH WALL REPLACEMENT

CONSTRUCTION DOCUMENT

BID SET

DECEMBER 30, 2016

NO.	DATE	ISSUE RECORD

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

SIGNATURE:
PRINTED NAME: KENNETH JOHNSON
LIC. NO.: 11326 DATE: 12/5/2016

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Duluth, MN 55802
218.724.8578
tkda.com

DESIGNED	DRAWN	CHECKED

EXTERIOR ELEVATIONS

A200

16118.000

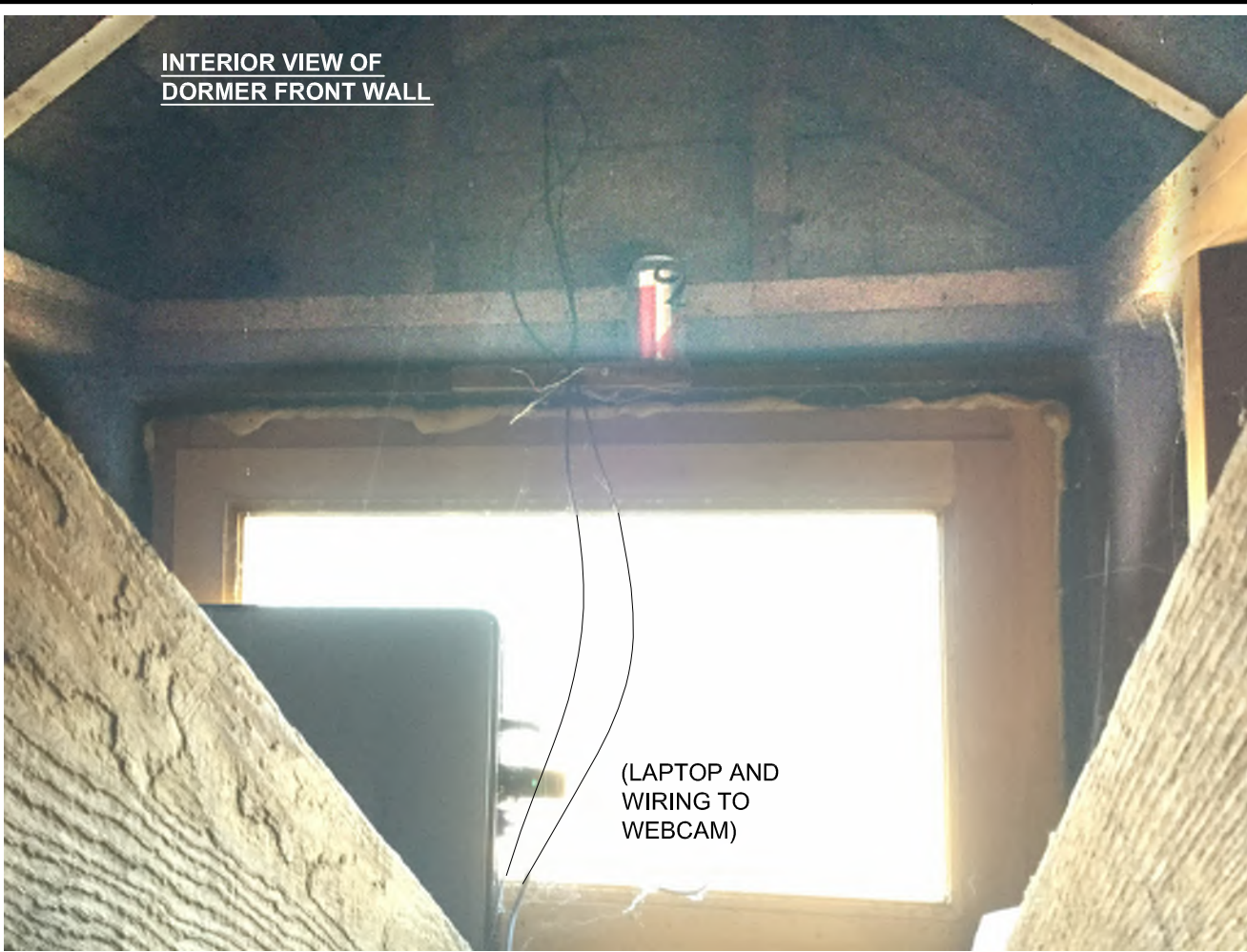
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BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.



INTERIOR VIEW LOOKING NORTH



EXTERIOR VIEW OF DORMER



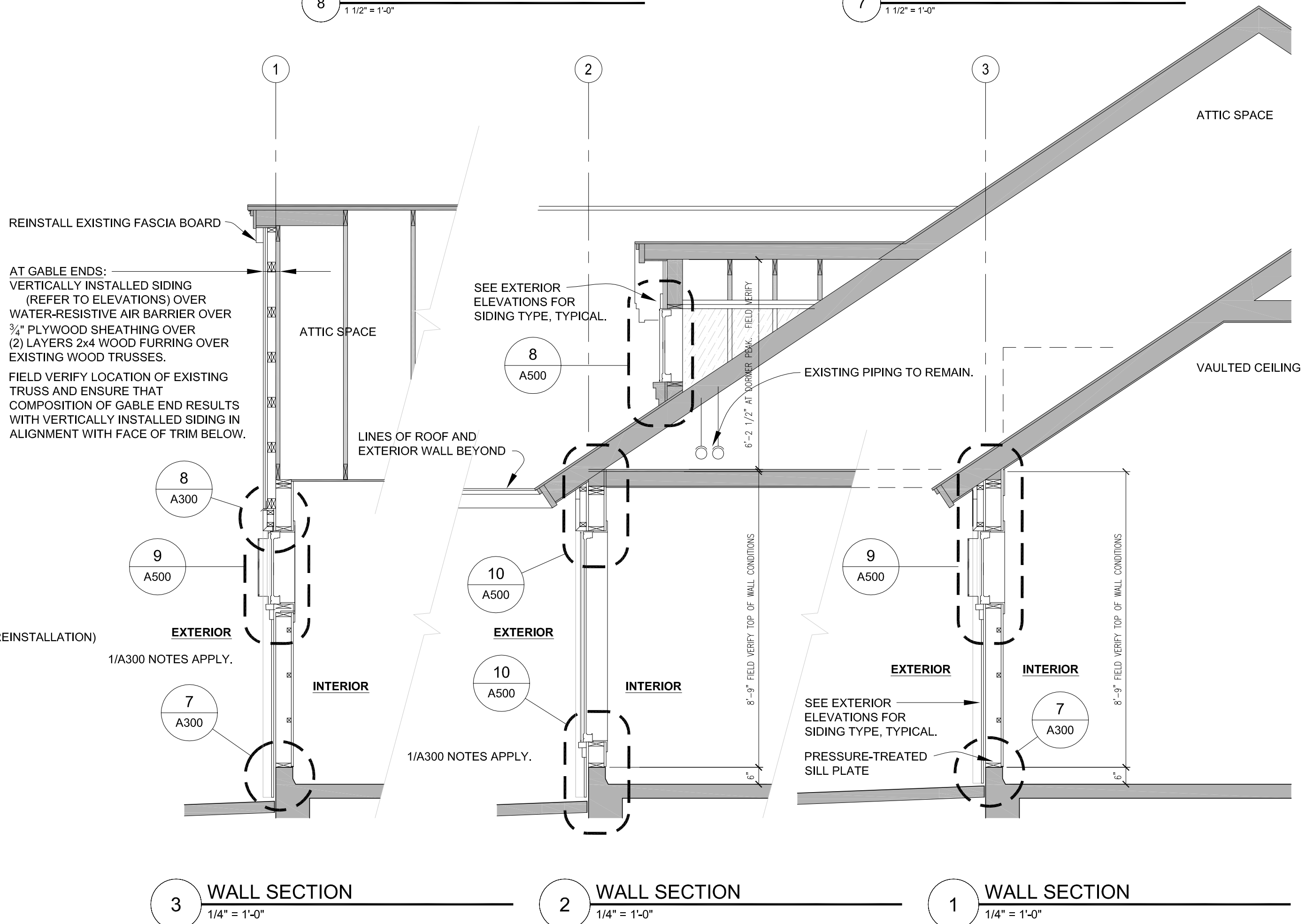
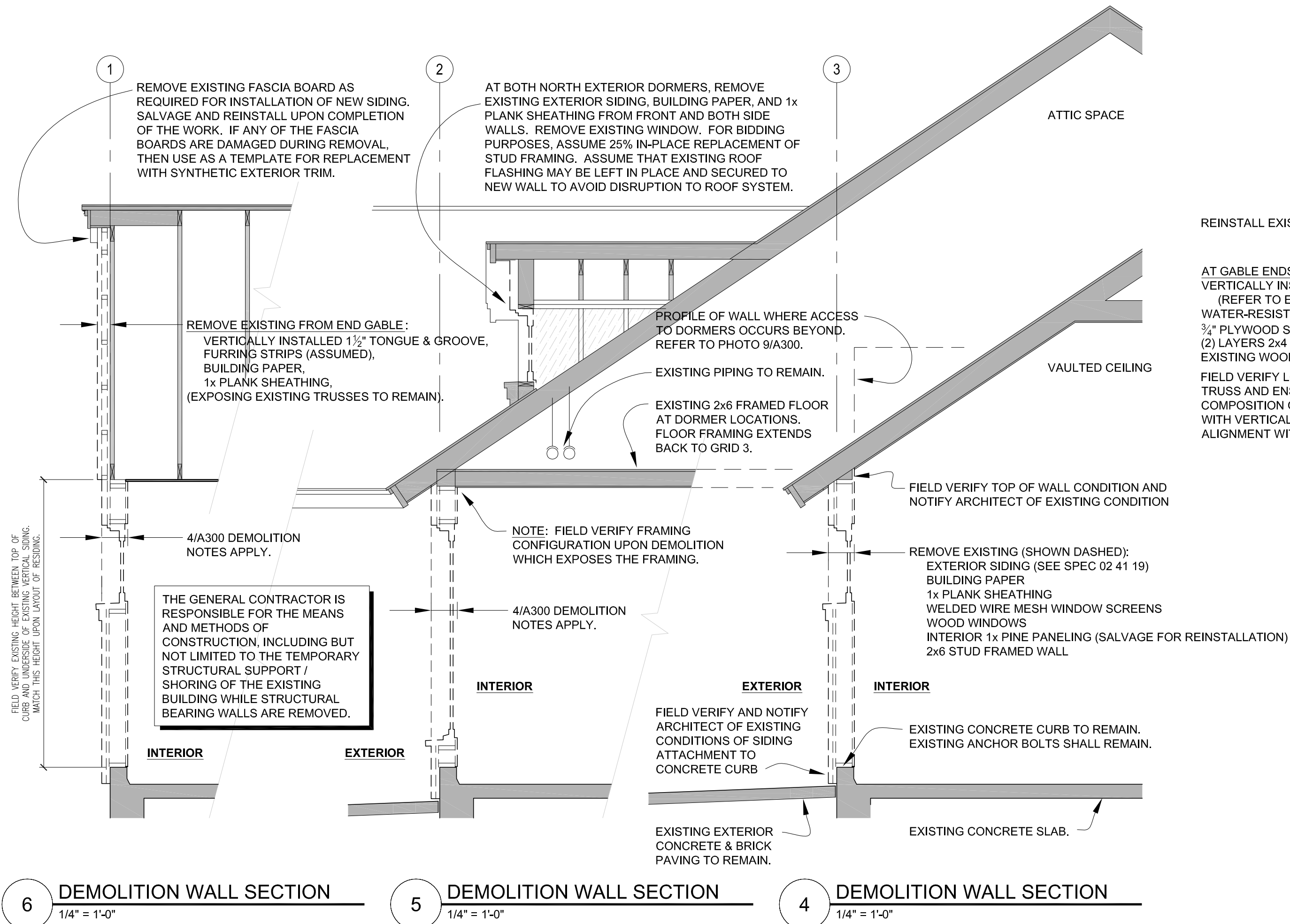
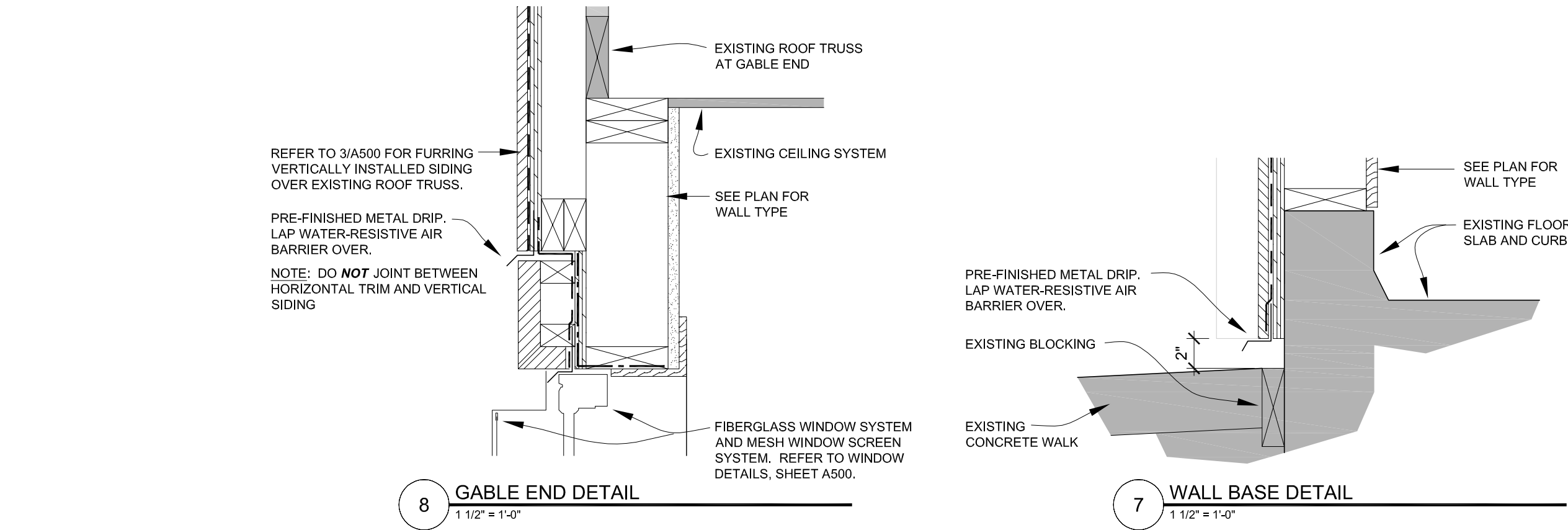
INTERIOR VIEW OF DORMER FRONT WALL

(LAPTOP AND WIRING TO WEBCAM)



INTERIOR VIEW OF DORMER SIDE WALL

9 PHOTOS OF EXISTING CONDITIONS



CITY OF DULUTH
PARK POINT BEACH HOUSE

5000 MINNESOTA AVENUE
DULUTH, MN 55802

PARK POINT
BEACH HOUSE

NORTH WALL
REPLACEMENT

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SIGNATURE: *Kenneth Johnson*
PRINTED NAME: KENNETH JOHNSON
LIC. NO.: 11326 DATE: 12/5/2016

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Duluth, MN 55802
218.724.8578
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DESIGNED DRAWN CHECKED

BUILDING SECTIONS

A300

16118.000

