

DOCUMENT 00 90 00

ADDENDUM

ADDENDUM NO. [1] Date: February 24, 2016

RE: MARIA HALL – CHILD CARE CENTER  
WINONA STATE UNIVERSITY  
455 HILBERT ST  
WINONA, MINNESOTA  
HSR PROJECT NO. 15076

FROM: HSR Associates, Inc  
100 Milwaukee Street  
La Crosse, WI 54603  
(608) 784-1830

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated February 2016. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of [4] page, [1] pre-bid attendance, [18] specification sections, and [3] 24 x 36 drawings.

**CHANGES TO BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT:**

1. Pre-bid attendance sheet attached hereto.
2. **Section 00 01 10 TABLE OF CONTENTS**
  - a. Revised section attached hereto indicating Sections removed from the project and sections replacing them.
3. **Section 00 11 13 ADVERTISEMENT FOR BIDS**
  - a. Change address where bids will be received to the following:  
Winona State University  
175 West Mark St. #203 place at "in" basket  
Winona, Minnesota
  - b. Change "opened privately" to "opened publicly".
4. **Section 00 21 13 INSTRUCTIONS TO BIDDERS:**
  - a. New section attached hereto replacing current section.
5. **Section 00 41 13 BID FORM:**
  - a. New section attached hereto replacing current bid form.
6. **Section 00 41 14 RESPONSIBLE CONTRACTOR:**
  - a. New section attached hereto. Prime contractors and major subcontractors shall meet the requirements of this section.
7. **Section 00 43 13 BID BOND:**
  - a. New section attached hereto replacing current section.

8. **Section 00 43 36 ADDITIONAL SUBCONTRACTOR LIST:**
  - a. New section attached hereto.
9. **Section 00 45 36 AFFIRMATIVE CERTIFICATION:**
  - a. New section attached hereto.
10. **Section 00 45 46 SPECIAL INSTRUCTIONS NON MN CONTRACTORS:**
  - a. New section attached.
11. **Section 00 45 47 EXEMPT SURETY OUT OF STATE:**
  - a. New section attached hereto.
12. **Section 00 45 48 SD-E INSTRUCTIONS:**
  - a. New section attached hereto.
13. **Section 00 52 00 AGREEMENT FORMS BY REFERENCE**
  - a. New section attached hereto replacing current section including AIA 701.
14. **Section 00 62 76 APPLICATION PAYMENT FORM:**
  - a. New section attached hereto.
15. **Section 00 65 73 WITHHOLDING AFFIDAVIT:**
  - a. New section attached hereto.
16. **Section 00 72 00 GENERAL CONDITIONS**
  - a. New section attached hereto replacing current section.
17. **Section 00 73 00 SUPPLEMENTARY CONDITIONS**
  - a. Article 11, 11.1.2.1, 1, a: Bodily Injury and Property Damage: Change to \$2,000,000.
18. **Section 00 73 46 PREVAILING WAGE RATE REQUIREMENTS:**
  - a. New section attached hereto.
19. **Section 00 73 80 SPECIAL CONDITIONS:**
  - a. New section attached hereto.

**CHANGES TO GENERAL REQUIREMENTS:**

20. **Section 01 10 00 SUMMARY OF THE WORK**
  - a. 1.07, A: Working hours shall be 7 a.m. to 5 p.m.
  - b. Add Paragraph B as follows:  
Extra loud work efforts shall be limited to 10:00 a.m. to 5:00 p.m. No extra loud work efforts shall occur during finals week April 29 to May 5.
21. **Section 01 22 00 UNIT PRICES:**
  - a. Delete section from project.
22. **Section 01 35 16 ALTERATION PROJECT PROCEEDURES:**
  - a. New section attached hereto. Incorporate work requirements along with those specified in 01 70 00.
23. **Section 01 42 16 DEFINITIONS**
  - a. New section attached hereto.
24. **Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS**
  - a. 1.07, A: Portable toilets are required until school is out, at which time public restrooms on the first floor may be used.
  - b. 1.12: Dumpster location shall be located at paved area as directed by Owner.

## **CHANGES TO SPECIFICATIONS:**

### **25. Sections 09 24 00 PORTLAND CEMENT PLASTERING**

- a. Plaster ceiling repairs: In all cases apply bonding agent as required to allow patching materials to adhere properly to existing plaster materials.
  - i. At holes less than 4 inches in diameter that involve loss of the brown and finish coats, the repair is made in two applications. Trowel in base coat plaster and scrape back below level of existing plaster. When base coat is set, but not dried apply more plaster to create a smooth level finish.
  - ii. For larger holes where all three coats of plaster are damaged or missing down to the wood or metal lath, clean out crumbled pieces. Where very large holes occur install new metal lath. Install three coat system following industry standard. Patch shall be smooth and level with adjacent plaster.
  - iii. Patching missing areas or delamination of finish coat: Apply a liquid plaster-bonding agent onto the areas of base-coat plaster that will be re-plastered with a new finish coat. Apply a new finish coat, smooth and level with adjacent plaster.
- b. Final Plaster Ceiling Finish: Seal entire ceiling with primer as indicated for IPS 12 in Section 09 91 23. Spray ceiling with thinned drywall compound, then knockdown with flat trowel for an orange peel finish. Do not paint over knockdown finish.

### **26. Section 09 91 23 INTERIOR PAINTING**

- a. Coordinate application of primer to plaster ceilings with execution described for 09 24 00 above.

### **27. Section 22 11 00 FACILITY WATER DISTRIBUTION**

- a. Section 2.01.A.1, Add: "The use of Propress type fittings or equal is acceptable.

### **28. Section 23 74 13 PACKAGED OUTDOOR CENTRAL-STATION AIR HANDLING UNIT**

- a. Section 2.01, Add: "Modine".

## **CHANGES TO DRAWINGS**

### **29. Sheet A090 GROUND FLOOR REMOVAL PLAN**

- a. Removal General Note D: Add "electric boxes" to items removed and requiring patching. For plaster ceiling repair see note above for Portland Cement Plaster.

### **30. Sheet A100R GROUND FLOOR REMODEL PLAN AND ENLARGED PLANS**

- a. 24 x 36 attached hereto with revisions noted on plan.

### **31. Sheet A120R GROUND FLOOR REFLECTED CEILING PLAN AND INTERIOR ELEVATIONS**

- a. 24 x 36 attached hereto with revisions noted on plan.

### **32. P100 – PLUMBING SYMBOLS, ABBREVIATIONS & GENERAL NOTES**

- a. Add General Note #5: Depth of existing sanitary sewer piping at points of new connection ranges from 12" to 30" below the lower level slab.

### **33. ED100 – PARTIAL GROUND LEVEL DEMOLITION LIGHTING PLAN**

- a. Revise General Note #2: "Devices shown dashed, cross hatched or mounted on a dashed wall shall be removed. The Electrical Contractor shall remove all hangers, abandoned accessible conduit and abandoned junction boxes. The General Contractor shall ensure that all necessary patching and repair are provided.

**34. ED200 – PARTIAL GROUND LEVEL DEMOLITION POWER AND SYSTEMS PLAN**

- a. Revise General Note #2: “Devices shown dashed, cross hatched or mounted on a dashed wall shall be removed. The Electrical Contractor shall remove all hangers, abandoned accessible conduit and abandoned junction boxes. The General Contractor shall ensure that all necessary patching and repair are provided.

**35. E100R - PARTIAL GROUND LEVEL LIGHTING PLAN**

- a. 24 x 36 attached hereto with revisions noted.
- b. Room #116 – Remove Pendant P1.
- c. Revised Luminaire Schedule
- d. Revised lighting as shown.
- e. Add Keyed Note #6.

**36. E200 – PARTIAL GROUND LEVEL POWER AND SYSTEMS PLAN**

- a. Room 101 - Power and data outlets located on NW exterior wall shall be surface mounted. Raceway shall be painted to match wall finish. Coordinate final elevation with architectural details.
- b. Revise Keyed Note #11: “Provide low voltage connection to electric door strike. Coordinate all requirements with General Contractor and Architectural Door and Frame Schedule.”

**PRIOR APPROVALS**

- 1. Section 08 31 00 ACCESS DOORS AND PANELS: Tamarack 507-280-8800.

**END OF ADDENDUM**



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**DOCUMENT 00 01 10**

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**END OF DOCUMENT 00 01 10**

**SECTION 00 21 13  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**INSTRUCTIONS TO BIDDERS**

**RESPONSIBLE CONTRACTOR**

See Attachment A, Responsible Contractor Verification and Certification of Compliance, and Attachment A-1, First-Tier Subcontractor List, Section 00 41 14. The Prime Contractor Bidder must submit the Attachment A and A-1 with their response to this solicitation. The Prime Contractor shall submit a supplemental verification list naming all additional Subcontractors which verifies the subcontractors have certified they are in compliance within 14 days of retaining the additional Subcontractors (See Attachment A-2, Additional Subcontractor List, Section 00 43 36). Upon request from the Owner, the Prime Contractor shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

**TARGETED GROUP (T.G.) AND/OR ECONOMICALLY DISADVANTAGED (E.D.)  
SUBCONTRACTOR REQUIREMENTS**

See Bid Form, Section 00 41 13, paragraph (2). The Bidder shall mark their company's status in this category on the bid form, page 1.

**VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED CONTRACTOR  
REQUIREMENTS**

See Bid Form, Section 00 41 13, paragraph (2). The Bidder shall mark their company's status in this category on the bid form, page 1 and complete the information in paragraph (2). Provide the required documentation with your response. If you don't check a box in Paragraph (2), or you don't provide the required documentation, you will not be considered for this preference.

**EQUAL PAY CERTIFICATION OF COMPLIANCE**

Pursuant to Minnesota Statute 363A.44, each bid which totals over \$500,000.00 with a business that has 40 or more full-time employees in this state or state where business has its primary place of business on a single day during the prior 12 months shall be accompanied by an Equal Pay Certificate of Compliance or is certified in writing that is exempt from the Minnesota Department of Human Rights (MDHR). The Bidder shall mark if Equal Pay Certificate of Compliance or Exemption is included in bid form, page 1, and complete the information in paragraph (12).

Contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**SECTION 00 21 13**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**DEPARTMENT OF LABOR AND INDUSTRY (DLI) REGISTRATION**

Building construction Contractors and Subcontractors, including independent contractors and business entities, are required to be registered with Department of Labor and Industry (DLI) per Minnesota Statute 181.723. Registration is completed on line at [www.dli.mn.gov/register](http://www.dli.mn.gov/register). General Contractors are required to verify that both their company and all of their Subcontractors are registered on the searchable DLI web site, <http://www.dli.mn.gov/cclcd/register.asp> prior to submitting their bid.

To clarify, this new requirement does not require a contractor to be licensed unless their specific trade requires licensing. This new requirement only requires that Contractors be registered with DLI. Questions can be addressed by DLI at 651.284.5074 or email at [dli.register@state.mn.us](mailto:dli.register@state.mn.us).

**LABOR STANDARDS AND WAGES**

This project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and Subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry  
Prevailing Wage unit  
443 Lafayette Road North  
St. Paul, MN 55155  
Phone: (651) 284-5091  
E-mail: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)  
Web: [www.dli.mn.gov](http://www.dli.mn.gov)

The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this Project contract.

**BID SECURITY**

Each bid which totals over \$50,000.00 shall be accompanied by a certified check, payable to **Minnesota State Colleges and Universities**, in the sum of not less than 5% of the total base bid; or a corporate surety bond of a surety company duly authorized to do business in the state of Minnesota in the same amount; which is submitted as bid security, conditioned upon the Bidder entering into a contract with Minnesota State Colleges and Universities in accordance with the terms of the bid. It is agreed that bid security will constitute liquidated damages, and not a penalty, for the failure or refusal of the successful Bidder to execute and deliver the Owner-Contractor Agreement, in a correct form, within ten (10) days after receipt.

**SECTION 00 21 13  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**EXAMINATION OF SITE AND DOCUMENTS**

Bidders shall examine all documents, shall visit the site and record their own investigations, and shall inform themselves of all conditions under which the Work is to be performed at the site of the Work, the structure of the ground, the obstacles which may be encountered, all of the conditions of the documents, including superintendence of the Work, requirements of temporary facilities, time of completion, furnishing submittals and a list of Subcontractors, and all other relevant matters which may affect the Work or the bidding.

The Bidder shall base the bid on materials complying with the Bidding Documents, Drawings and Specifications, and shall list all information where the bid form requires.

**INTERPRETATIONS AND CHANGES BY ADDENDA**

If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, Drawings and Specifications, they may submit a written request to the Architect for an interpretation of that part. Any interpretation or change will be made only by Addenda numbered, dated, and issued to each Bidder on record of receiving a set of Bidding Documents. The Owner or Architect will not be responsible for any other explanations or interpretations of the Bidding Documents.

**PREPARATION OF BID FOR CONTRACT WORK**

The Bidder shall submit their bids on the form furnished. If the bid includes alternates, Bidders shall bid on each alternate. The Bidder shall enter the bid and any alternate amounts in both written format and numerically. The blank spaces in the bid form shall be filled in correctly with ink or typewritten. A bid form containing an alteration or erasure of any item or price contained in the bid which is used to determine the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent to the alterations or erasure. In addition, the person signing the bid must initial the correction in ink. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence. Failure to comply may be cause for rejection.

A bid submitted from a sole owner shall be signed by the individual. A bid submitted from a partnership shall be signed by two partners. A bid submitted from a corporation shall contain the correct name of the corporation and the state of incorporation. The signature of the president or other authorized officer(s) of the corporation shall be manually written below the name of the corporation, together with the title of the officer. If a corporation bid is signed by an official other than the president, a certified copy of the resolution of the board of directors showing the authority of the official to sign the bid shall be attached to the bid.

**SECTION 00 21 13**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid.

**QUALIFIED BID**

The Bidder shall not stipulate in the bid any condition not contained in the Bidding Documents, Drawings, Specifications or other documents submitted for bid. Failure to comply may be cause for rejection.

**DELIVERY OF BID**

Each bid and all papers bound and attached to the bid, together with the bid security shall be placed in an envelope and securely sealed therein. The envelope shall be marked to indicate the following:

1. Name and address of the Bidder.
2. Name of the Project and location.

The envelope shall be addressed and delivered to:

James Kelly, Director of Planning and Construction  
Partial Second Level Renovation – Academic Affairs  
Facilities Services Office #203  
Winona State University  
Winona, Minnesota 55987

Bidders shall be responsible to make sure bids are delivered before the time set for the opening of the bids. The Owner will not be responsible for bids arriving by mail, express delivery or other delivery that are delivered to the designated building and room after the time designated for the bid opening. Bids delivered after the time designated for the bid opening shall be returned unopened. Oral, telephone, facsimile, or electronic mail bids shall not be accepted.

**WITHDRAWAL OF BID**

A Bidder may withdraw the bid at any time before the time set for the opening of bids or thirty (30) calendar days after the date of the opening, unless otherwise amended on the bid form, if the Owner has not acted thereon.

**CONSIDERATION OF BID**

The Owner reserves the right to reject all bids or parts of bids, and to waive informalities therein.

For the purpose of determining the lowest responsive bid in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the bid form and as they may consider in the best interests of the Owner.

**SECTION 00 21 13  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**STATE EXCISE AND USE TAX**

In submitting the bid, the Bidder is understood to have included in the bid price any and all local, State or Federal sales, excise, or use taxes on all materials, supplies, and equipment that are to be utilized on this Project.

**CONTRACT**

The successful Bidder, if awarded the Project, shall sign a formal Owner-Contractor Agreement and furnish Payment and Performance Bonds and required insurance in conformance with the General Conditions of the Contract for Construction. However, no such Agreement shall be in force and effect until it is executed by all parties and the full amount of the Agreement liability of the Owner has been encumbered by Minnesota State Colleges and Universities, and the Payment and Performance Bonds and insurance certification have been approved. Within ten (10) calendar days of receiving the Owner-Contractor Agreement, the Contractor shall execute the Agreement and return it to the Owner; failure to return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

**SUBCONTRACTORS LIST**

The Bidder shall, within fourteen (14) calendar days after the date of the letter of Contract Award, submit in writing to the Architect a complete list of all items of Work which the Bidder proposes to subcontract and the names of the Subcontractors to whom the Contractor proposes to subcontract such Work that are additional subcontractors to those listed in Attachment A-1. The Subcontractors named shall be of recognized history of satisfactory performance.

**RETURN OF BID SECURITY**

All negotiable bid securities will be returned after execution of the Contract.

END OF SECTION

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SECTION 00 41 13

MINNESOTA STATE COLLEGES AND UNIVERSITIES

BID FORM

BID OPENING TIME: 2:00 PM, local time

BID OPENING DATE: March 3, 2016

SUBMITTED BY: \_\_\_\_\_
Company Name – Hereinafter referred to as the “Bidder”

HAVE YOU INCLUDED THE REQUIRED FORMS (If applicable)?

ATTACHMENT A: RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE \_\_\_Yes \_\_\_No

ATTACHMENT A-1: FIRST-TIER SUBCONTRACTORS LIST \_\_\_Yes \_\_\_No

IF BID IS IN EXCESS OF \$100,000: AFFIRMATIVE ACTION CERTIFICATE OF COMPLIANCE \_\_\_Yes \_\_\_No
( Check appropriate boxes on page 4-5 to determine if applicable)

IF BID IS IN EXCESS OF \$500,000: ATTACH EQUAL PAY CERTIFICATE OF COMPLIANCE \_\_\_Yes \_\_\_No
EXEMPT FROM EQUAL PAY CERTIFICATION \_\_\_Yes \_\_\_No
( Check appropriate boxes on page 6 to determine if applicable)

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER? \_\_\_Yes \_\_\_No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACT BIDDER? \_\_\_Yes \_\_\_No

ARE YOU A CERTIFIED, VETERAN-OWNED PRIME CONTRACT BIDDER? \_\_\_Yes \_\_\_No

BID FOR CONTRACT WORK

(1) We, the undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, including the Advertisement for Bids, Bid Form, General Conditions of the Contract for Construction as amended therein, Special Conditions, Drawings, Specifications and Addenda Numbers \_\_\_\_\_, on file in the Office of:

James Kelly, Director of Planning and Construction
Maria Hall Childcare Center Remodel
Facilities Services Office #203
Winona State University, Winona, Minnesota 55987

and in accordance with the provisions thereof, hereby propose to furnish all labor, materials, equipment and services necessary for the following Project:

Maria Hall Childcare Center Remodel
455 Hilbert St
Winona State University, Winona, Minnesota 55987

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SECTION 00 41 13

MINNESOTA STATE COLLEGES AND UNIVERSITIES

A. **BASE BID**

OUR TOTAL BASE BID FOR THE WORK OF THIS PROJECT IS:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
(Amount in words)

- (2) **PREFERENCE:** In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) prime Bidders will receive a six percent (6%) preference and certified economically disadvantaged (E.D.) prime Bidders will receive a four percent (4%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first \$500,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. Bidders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Materials Management Division’s website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under “Vendor Information”, or call the division’s help line at (651) 296-2600. The Bidder shall designate their company’s status in the spaces provided on this bid form.

In accordance with M.S. 16C.16 and 16C.19, eligible certified veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent (6%) preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. Eligible veteran-owned small businesses include certified small businesses that are majority-owned and operated by a veteran and are certified by the United States Department of Veteran Affairs as a veteran-owned small business.

- Check this box if you are claiming the veteran’s preference. Provide a screen print of the Department of Veterans Affairs website showing you are certified.

Eligible veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

Provide the applicable documentation above with your response. If you don’t check the box above in Paragraph (2), or you don’t provide the required documentation, you will not be considered for this preference.

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**SECTION 00 41 13**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

- (3) **BID SECURITY:** Each bid which totals over \$50,000 shall be accompanied by either a certified check, payable to Minnesota State Colleges and Universities, in the sum of not less than five percent (5%) of the total base bid, or a corporate surety bond for the same amount issued by a surety company duly authorized to do business in the state of Minnesota. The check or bond is submitted as bid security, conditioned upon the Bidder entering into a Contract with the Owner in accordance with the terms of the bid. It is agreed that the bid security will constitute liquidated damages, and not a penalty, for the failure or refusal of the successful Bidder to execute and deliver the Owner-Contractor Agreement, in a correct form, within ten (10) days after receipt.
- (4) **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in paragraph (1) on the first page of this bid form. Failure to list all Addenda issued shall be cause for rejection.
- (5) **ALTERATIONS/ERASURES:** A bid form shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction thereof printed in ink or typewritten adjacent to the alteration or erasure and initialed in ink by the person signing the bid. Enter the bid and any alternate amounts in both written format and numerically. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence.
- (6) **STATE OF INCORPORATION:** For corporations, please list the state of incorporation:  

---
- (7) **NAMES OF PARTNERS:** For partnerships, please list the full names of the partners:  

---
- (8) **REJECTION OF BIDS/ BID WITHDRAWAL:** In submitting this bid it is understood that the Owner reserves the right to reject any and all bids. It is agreed that this bid cannot be withdrawn until after thirty (30) calendar days have passed from the date of the bid opening if the Owner has not yet acted thereon.
- (9) **ENCLOSURES:** If the Specifications require the Bidder to submit catalogues, drawings, specifications, performance data, descriptive information of special equipment, or other items, the Bidder shall include the required items with the bid form.

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**SECTION 00 41 13**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

- (10) **TIME OF COMPLETION:** The undersigned Bidder hereby affirms and states that, if awarded the Contract for said Project, Work will commence within 10 (ten) consecutive calendar days after the written Notice to Proceed and the entire Contract will be Substantially Complete as follows: Date of substantial completion for Classrooms (315 and 317) shall be no later than Friday, August 14, 2015. Date of substantial completion for remainder of entire contract shall be no later than Friday, October 16, 2015, as conditions of the Contract. We understand further, that the Contractor shall be assessed liquidated damages for each consecutive calendar day any Project Work component remains incomplete after the required date(s) of completion. Contract processing delays by the Bidder shall not extend the Time of Completion.
- (11) **CERTIFICATE OF COMPLIANCE: REQUIRED FOR BIDS SUBMITTED IN EXCESS OF \$100,000.00**

BIDDERS ARE CAUTIONED TO READ CLOSELY THE SECTION LISTED ELSEWHERE IN THE BIDDING DOCUMENTS TITLED, "NOTICE TO BIDDERS - AFFIRMATIVE ACTION CERTIFICATE OF COMPLIANCE." THE BIDDER SHALL COMPLETE THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID.

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months?
- \_\_\_\_\_ YES      \_\_\_\_\_ NO

If your answer is "NO", proceed to Number 3. If your answer is "Yes", your bid will be rejected unless your firm or business has a Certificate of Compliance issued by Minnesota Department of Human Rights, or has submitted an affirmative action plan to the Commissioner of Human Rights for approval by the time the bids are due.

2. Please check one of the following statements:

YES \_\_\_\_\_ we have a current Certificate of Compliance that has been issued by Minnesota Department of Human Rights. (Include a copy of your certificate with your bid.)

NO \_\_\_\_\_ we do not have a Certificate of Compliance, however we submitted an affirmative action plan to the State of Minnesota, Commissioner of Human Rights for approval on \_\_\_\_\_. We acknowledge that Minnesota Department of Human Rights must approve the plan before any Contract will be executed.

NO \_\_\_\_\_ we have not submitted a plan. (If your plan is not submitted to the Minnesota Department of Human Rights by the time the bids are due, your bid will be rejected.)

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**SECTION 00 41 13**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

PLEASE NOTE: Minnesota responders needing certification must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.

3. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in the state where you have your primary place of business and that primary place of business is outside the State of Minnesota, but within the United States?

YES \_\_\_\_ NO \_\_\_\_

If your answer is “Yes”, you may achieve compliance with the Human Rights Act by certifying that you are in compliance with Federal Affirmative Action requirements. If your answer is “No” to both this question and to Number 1, you are not subject to the Minnesota Human Rights Act Certification requirement.

4. Please check one of the following statements:

YES \_\_\_\_ Although we do not now meet the requirements to answer yes in Number 3, we have a previously issued, but current Certificate of Compliance issued by the Minnesota Department of Human Rights. (Include a copy of your certificate with your bid.)

YES \_\_\_\_ We are in compliance with any applicable Federal Affirmative Action requirements.

NO \_\_\_\_ We cannot certify that we are in compliance with Federal Affirmative Action requirements.

**(12) EQUAL PAY CERTIFICATION OF COMPLIANCE: REQUIRED FOR BIDS SUBMITTED IN EXCESS OF \$500,000.00**

1. Have you employed more than 40 full-time employees within Minnesota or state where business has its primary place of business on a single working day during the previous 12 months?

\_\_\_\_ YES \_\_\_\_ NO

If your answer is “Yes”, your bid will be rejected unless your firm or business has an Equal Pay Certificate of Compliance issued by Minnesota Department of Human Rights at the time the bids are due.

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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

2. Please check one of the following statements:

YES \_\_\_\_ we have a current Equal Pay Certificate of Compliance that has been issued by Minnesota Department of Human Rights. (Include a copy of your certificate with your bid.)

NO \_\_\_\_ I certify that our firm is exempt and we have not employed more than 40 full-time employees on a single working day in one state during the previous 12 months.

COMPANY NAME

\_\_\_\_\_  
(Insert Company Name)

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

(Print or Type)

Signature: \_\_\_\_\_

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

(Print or Type)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Company's Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company's Telephone Number: \_\_\_\_\_

Company's Facsimile Number: \_\_\_\_\_

Company's E-mail Address: \_\_\_\_\_

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SECTION 00 41 14

MINNESOTA STATE COLLEGES AND UNIVERSITIES

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION  
OF COMPLIANCE

PROJECT TITLE: Maria Hall Childcare Remodel

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) | The Contractor:<br><br>(i) is in compliance with workers' compensation and unemployment insurance requirements;<br><br>(ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;<br><br>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and<br><br>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.   |
| (2) | 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:<br><br>(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;<br><br>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;<br><br>(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;<br><br>(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;<br><br>(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<br><br>(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;* |

**SECTION 00 41 14**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

(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 the 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.**

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.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 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, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

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

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

**SECTION 00 41 14**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

owner or officer verifying that they meet all 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. 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.

**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 minimum criteria or 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:**

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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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**

**PROJECT TITLE: Partial Second Level Renovation – Academic Affairs**

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 the execution of a construction contract with each subcontractor.

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

(Add additional rows if needed)

**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 A1 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:**



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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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<b>Company Name:</b>	
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**SECTION 00 43 13**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**BID BOND FOR CONSTRUCTION PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and

firmly bound unto the State of Minnesota as Obligee, in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid for the articles described in the following Project:

Maria Hall Childcare Center Remodel  
Maria Hall  
Winona State University  
Winona, Minnesota

NOW, THEREFORE, if the aforesaid Principal shall be awarded a Contract upon said bid, and shall within the required number of days after the notice of such award, enter into a Contract with the Minnesota State Colleges and Universities, and give bond for the faithful performance of the Contract as may be required, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the sum of **FIVE PERCENT (5%) OF AMOUNT OF BASE BID DOLLARS** not as a penalty, but as liquidated damages sustained by the Minnesota State Colleges and Universities as a result of such failure.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-fact

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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PROJECT TITLE: Maria Hall Childcare Center Remodel**

This form must be submitted to the Owner’s Project Manager within 14 days of retaining additional subcontractors that are not included in Attachment A-1, Section 00 41 14.

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

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

**SECTION 00 43 36**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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

(Add additional rows if needed)

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<p><b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b></p> <p><b>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.</b></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

END OF SECTION

## **SECTION 00 45 36**

### **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

#### **NOTICE TO BIDDERS AFFIRMATIVE ACTION CERTIFICATE OF COMPLIANCE**

The amended Minnesota Human Rights Act (Minnesota Statute 363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the commissioner of the Department of Human Rights prior to the date and time set for the response and must have received a Certificate of Compliance prior to the execution of the contract or agreement.

The second category applies to businesses that have had more than 40 employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must either have a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the continuation State agency that they are in compliance with federal affirmative action requirements before execution of the contract.

It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.

#### **NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The offeror's or Bidder's attention is called to the "equal opportunity clause" 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 listed in the "Revised Affirmative Action Participation Goals for Minorities and Women in State Construction Projects", as follows.

**SECTION 00 45 36**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

REVISED AFFIRMATIVE ACTION PARTICIPATION GOALS FOR  
MINORITIES AND WOMEN IN STATE CONSTRUCTION PROJECTS

**Timetables:** Upon publication, effective February 1, 2006, until further notice.

**Goals** for participation of minorities in each trade are divided into six areas:

Minorities

**Seven County Metropolitan Area**

Hennepin and Ramsey

**32%**

Anoka, Carver, Dakota, Scott and Washington

**22%**

**Central MN**

Benton, Chisago, Isanti, Kanabec, Kandiyohi, McLeod, Meeker,  
Mille Lacs, Pine, Renville, Sherburne, Stearns, Wright

**3%**

**Southwest MN**

Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault,  
Jackson, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, Murray,  
Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, Swift, Waseca,  
Watonwan, Yellow Medicine

**4%**

**Southeast MN**

Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted,  
Rice, Steele, Wabasha, Winona

**4%**

**Northeast MN**

Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis

**5%**

**Northwest MN**

Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Douglas, Grant,  
Hubbard, Kittson, Mahnommen, Lake of the Woods, Marshall, Morrison,  
Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens,  
Todd, Traverse, Wadena, Wilkin

**6%**

**Goal** for participation by women in each trade in all counties is

**6%.**

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



## SECTION 00 45 36

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

The contractor's compliance with Minnesota Statutes, section 363A.36 and part 5000.3520 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the specifications in part 5000.3540, 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 must 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 is a violation of the contract, Minnesota Statutes, section 363A.36 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

3. The contractor must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within ten working days of award of any construction subcontract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address, and telephone number of the subcontractor; employer identification number, 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 resulting from this solicitation, the "covered area" is the geographical area where the contract is to be performed. The contracting state agency must insert the description of the geographical areas where the contract is to be performed describing the state, county, city, town, or municipality of the geographical area in the notice, and in the contract resulting from this solicitation.

#### **DISABLED PERSONS AFFIRMATIVE ACTION CLAUSE**

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability 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 individuals without discrimination based upon their physical or mental disability 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 and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights 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 Minnesota Statutes, section 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights 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 commissioner of the Minnesota Department of Human Rights. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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### MINNESOTA STATE COLLEGES AND UNIVERSITIES

(e) The contractor must 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 Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

#### **STANDARD STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. The contractor must implement the specific affirmative action standards provided in paragraphs 4(a) to (o) 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 must reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor must make substantially uniform progress toward its goals in each craft during the period specified.

2. 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, Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act, or the rules adopted under the act.

3. 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 according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

4. The contractor must take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor must document these efforts fully, and must implement affirmative action steps at least as extensive as the following:

## SECTION 00 45 36

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

(a) Make a good faith effort to 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 must specifically ensure that all lead supervisors, 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 persons 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, address, 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 person. If the person 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 must 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 commissioner of the Minnesota Department of Human Rights 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 areas 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 state of Minnesota. The contractor must provide notice of these programs to the sources compiled under (b).

(f) Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its equal employment opportunity 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 equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

## SECTION 00 45 36

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

(g) Review, at least annually, the company's equal employment opportunity 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 on-site supervisory personnel such as superintendents, general lead supervisors, etc., prior to the first day of construction work at any job site. A written record must be made of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's equal employment opportunity 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 recruitment 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 must 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) 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 to prepare for, through appropriate training, such opportunities.

(l) 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 equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

(m) 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.

(n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

## SECTION 00 45 36

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

(o) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's equal employment opportunity policies and affirmative action obligations.

5. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [4(a) to (o)]. 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 4(a) to (o) 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, however, is the contractor's and failure of such a group to fulfill an obligation must not be a defense for the contractor's noncompliance.

6. 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 nonminority. Consequently, the contractor may be in violation of part 5000.3520 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 in violation of part 5000.3520 if a specific minority group of women is under-utilized).

7. The contractor must not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, sexual orientation, or age.

8. The contractor must not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, section 363A.36.

9. The contractor must carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, section 363A.36, and its implementing rules. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, section 363A.36.

## SECTION 00 45 36

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

10. The contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 4, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Minnesota Statutes, section 363A.36, its implementing rules, or these specifications, the commissioner must proceed in accordance with part 5000.3570.

11. The contractor must designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights, and to keep records. Records must 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 (for example, 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 must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors must not be required to maintain separate records.

12. Nothing herein provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

END OF SECTION

## SECTION 00 45 46

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

#### SPECIAL INSTRUCTIONS FOR NON-MINNESOTA CONTRACTORS

##### PART 1 GENERAL

##### 1.01 GENERAL REQUIREMENTS:

Minnesota Statutes 290.9705 requires that public entities withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000.00. The statute allows for a waiver of this requirement under the following circumstances if:

- (1) The contractor gives the commissioner of the Department of Revenue a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this Chapter 290.9705 and Chapter 297A,

or

- (2) The contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all the provisions of this Chapter 290.9705 and Chapter 297A for the three prior years.

A decision by the Department of Revenue allows for a third basis for waiver, that being the providing of a payment and performance bond to the Minnesota State Colleges and Universities pursuant to Minnesota Statute 574.26. Such a bond is required for this contract.

##### 1.02 PROCEDURE:

To formalize this waiver you must complete Form SD-E. Contractors interested in using this procedure should refer to the Minnesota Department of Revenue's website at [www.taxes.state.mn.us/forms/sde.pdf](http://www.taxes.state.mn.us/forms/sde.pdf). The Contractor shall provide the Minnesota State Colleges and Universities with a copy executed by the Department of Revenue. If you are basing your waiver on the fact that you are providing a bond, note in the bonding company information section that the bond is to the Minnesota State Colleges and Universities. You need not in this case attach a copy of the bond to the Form SD-E.

The Contractor shall send forms for execution to:

Minnesota Department of Revenue  
Business Trust Tax Section  
Mail Section 6525  
St. Paul, Minnesota 55146-6525

END OF SECTION

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Minnesota Department of Revenue  
Surety Deposits Exemption  
For Out-of-State Contractors

Contractor			Minnesota ID number
Address			Phone number ( )
City	State	Zip Code	Total Contact Amount
Contact person			Period of Contact

Unit for which work was performed

Address

Phone

City

State

Zip Code

Contact Person

I request a waiver of surety deposit under Minnesota law (M.S. 290.9705) for the following reason:

- 1. I have provided a cash surety or a bond secured by an insurance company licensed in Minnesota. (Attached a copy of the bonding agreement.)  
 Bonding Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 Period of bond \_\_\_\_\_  
 Project completion date \_\_\_\_\_
- 2. I have construction work in Minnesota during the past three calendar years and have fully complied with Minnesota law regarding Minnesota income, sales, and withholding taxes.

I authorize sending a copy of this to the contracting agency and give the Department of Revenue permission to discuss this case and related taxes with the bonding company.

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

**REVENUE DEPARTMENT CERTIFICATION**

- The above named out of state contractor is exempt from the surety requirements of Minnesota Statute 290.9705

Signature of authorized Revenue Department Representative \_\_\_\_\_

- The above named out-of state contractor is **NOT EXEMPT** from the surety requirements of Minnesota Statute 290.9705. See instructions for information about how to report and deposit withholding on payments made to the out-of-state contractor.

Signature of authorized Revenue Department Representative \_\_\_\_\_

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**SECTION 00 45 48**  
**Instructions for Non-State Contractors Surety Deposit Exemption**

**Instructions for Form SD-E**

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## **Who should file?**

If a non-Minnesota Contractor or Subcontractor has contracted for work in Minnesota, and the amount of the contract is over \$100,000, the Contractor or Subcontractor must file form SD-E with the Minnesota Department of Revenue.

Form SD-E will be used to determine whether or not the Contractor is exempt from the surety deposit requirements for the State of Minnesota.

## **When to file**

If the contractor wants to file for an exemption from the surety deposit requirements, for SD-E should be filed at the inception of the Contract. A separate form is required for each Project.

## **How to file**

In order to submit form SD-E, you must have a Minnesota business identification number. If you do not have a number, please contact the Department of Revenue for application information.

Check the appropriate box on the form. If the first box is checked, you must fill in the information about the bond. You must also attach a copy of the bonding agreement to form SD-E when you send it to the Department of Revenue for certification. If the form is certified by the Department of Revenue, we will return the certified form to you.

If the department determines that you are not exempt, 8% of each payment made to you as the Contractor must be deposited with the Department of Revenue. These deposits will be returned when the project is completed, if you

have complied with all Minnesota income, withholding, and sales tax laws.

## **Where to file**

The Contractor should fill out form SD-E and mail the original and one copy to:

Minnesota Department of Revenue  
Business Trust Tax Section  
Mail Station 6525  
St. Paul, MN 55146-6525

## **Use of Information**

The Department of Revenue requires all the information requested on this form, except your telephone number. All information on this form is guaranteed private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee it will be kept private, and certain county or state agencies.

## **Need help?**

If you need help or additional information to fill out this form, call (651) 296-6181 in the Twin Cities area. From elsewhere in Minnesota or from outside the state, call (toll-free) 1-800-657-3777.

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## SECTION 00 52 00

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

#### AGREEMENT FORMS DOCUMENTS INCORPORATED BY REFERENCE

1. **OWNER-CONTRACTOR AGREEMENT FOR CONSTRUCTION SERVICES AND RELATED FORMS**

The successful Bidder will be required to enter into a Contract with the Owner. The Contract also includes the following documents:

Owner-Contractor Agreement for Construction Services	- Form MnSCU110
Performance and Payment Bond	- Form MnSCU130
Acknowledgment of Contractor	- Form MnSCU133
Acknowledgment of Corporate Surety	- Form MnSCU135
Certificate of Insurance	- Form ACORD 25
Prevailing Wage Information / Statement of Compliance	- Form MnSCU073

END OF SECTION

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# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## SECTION 00 62 APPLICATION FOR PAYMENT - CONSTRUCTION WORK FORM MnSCU60

REQUEST #: _____ (Partial) (Final)	PURCHASE ORDER NO: _____
CONTRACTOR: _____ _____	PROJECT: _____ _____
For the period from _____ to _____ inclusive	

Attach AIA Document G702/703 "APPLICATION AND CERTIFICATION FOR PAYMENT" or equivalent to the back of this form.

<b>CONTRACT SUMMARY:</b>	
1. Original Contract Sum:	\$ _____
2. Change Order(s) Additions approved to date (Nos. ____):	\$ _____
3. Change Order(s) Deductions approved to date (Nos. ____):	\$ _____
4. Revised Contract Sum to Date:	\$ _____
<b>STATUS OF ACCOUNT:</b>	
5. Value of completed Work to date:	\$ _____
6. Value of Materials Stored on site (Attach Schedule):	\$ _____
7. Total of Work Completed plus any Materials Stored on site to date:	\$ _____
8. Total of previous Applications for Payment:	\$ _____
9. Total Amount of Work Completed plus any Materials Stored on site this pay period:	\$ _____
<b>RETAINAGE:</b>	
10. 5% Retainage Amount this pay period:	\$ _____
11. Retainage Released to date:	\$ _____
12. Retainage Balance to date:	\$ _____
13. <b>AMOUNT DUE THIS APPLICATION</b> (Line 9 minus Line 10)	\$ _____
<b>CERTIFICATE OF CONTRACTORS:</b>	
We certify that all Work for which this Application for Payment is made has been completed in full, in accordance with the Contract Documents. We also certify that payment has been made for all just claims for labor, material and services in connection with the Work performed on all preceding Applications for Payment. We further certify that we have provided to the Owner, copies of all payrolls for all previous Contractor and Subcontractor(s) pay periods as required by Minnesota Statutes 177.	
Contractor: _____	Date: _____
Authorized Signature: _____	Title: _____
<b>APPROVAL OF ARCHITECT:</b>	<b>APPROVAL OF PROJECT MANAGER:</b>
The Work of the Project and this Application for Payment have been examined and the amount shown above is recommended for payment.	The College/University has reviewed and accepted the Work of this Project for this Application and authorizes payment of the amount shown.
Signature: _____	Signature: _____
Date: _____	Title: _____
	Date: _____

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## SECTION 00 65 73

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## Withholding Affidavit for Contractors

### Instructions for Form IC134

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#### Who must file

If you are a prime contractor, a contractor, or a subcontractor, who did work on a project for the state of Minnesota or any of its local government subdivisions - such as a county, city or school district - you must file Form IC134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

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

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

#### When to file

The IC134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed. Mail Form IC134 to the address at the bottom of the form.

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

**If you are a prime contractor**, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

#### How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

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

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

#### Minnesota tax ID number

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

If you don't have a Minnesota ID number, you must apply for one. Call 651-282-5225.

An applications (Form ABR) is also available on our website at [www.taxes.state.mn.us](http://www.taxes.state.mn.us).

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

#### Information and assistance

If you need help or more information to complete this form, call 651-282-9999.

Additional forms are available on our website at [www.taxes.state.mn.us](http://www.taxes.state.mn.us) or by calling 651-296-4444. TTY: Call 711 for Minnesota Relay.

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

#### Use of information

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

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

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**SECTION 00 72 00**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**GENERAL CONDITIONS**

The “General Conditions of the Contract for Construction” for this Project shall be AIA Document A201, 2007 Edition, Electronic Format, as amended by the Owner, and included herein.

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## SECTION 00 73 46

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

#### PREVAILING WAGE RATE REQUIREMENTS AND PROJECT SPECIFIC WAGE RATES

This project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry  
Prevailing Wage unit  
443 Lafayette Road N.  
St. Paul, MN 55155  
Phone: (651) 284-5091  
E-mail: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)  
Web: [www.dli.mn.gov](http://www.dli.mn.gov)

2. The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. **A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, is attached as an appendix following this Section 00 73 46 for reference purposes.**

#### Hours of Labor

Pursuant to Minnesota Statutes 177.43:

- (1) no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
- (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.

#### Exceptions

This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

## SECTION 00 73 46

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

#### **Posting**

The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

#### **Penalty**

It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

#### **Examination of Records; Investigation**

The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

#### **Prevailing Wage Violations**

Upon issuing a compliance order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

3. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner's contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.

## SECTION 00 73 46

### MINNESOTA STATE COLLEGES AND UNIVERSITIES

#### 4. Keeping Records; Penalty:

- (a) Every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
  - (1) the name, address, and occupation of each employee;
  - (2) the rate of pay, and the amount paid each pay period to each employee;
  - (3) the hours worked each day and each workweek by the employee;
  - (4) for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
  - (5) other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
- (b) The commissioner may fine an employer up to \$1,000 for each failure to maintain records as required by this section. This penalty is in addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer's business and the gravity of the violation shall be considered.

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**SECTION 00 73 80**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. In the event that Substantial Completion of the Work has not occurred on or before **Friday, May 27, 2016**, then commencing on **Tuesday, May 31, 2016** and continuing for each day or fraction thereof until Substantial Completion of the Work is established, the Contractor shall pay to the Owner, at the sole option of the Owner, the amount of **One Thousand and No/100 Dollars (\$1000.00)** per diem (“**Damage Amount**”).
- B. The Contractor and the Owner agree that in the event the Substantial Completion of the Work does not occur on or prior to **Friday, May 27, 2016**, the Owner will suffer damages in an amount which may, due to the special nature of the Project, the Owner’s business and the Owner’s reliance upon the Substantial Completion date, be impractical or extremely difficult to ascertain. The Owner and the Contractor agree that the Damage Amount is a reasonable estimate of the damages that the Owner will suffer in the event that Substantial Completion of the Work does not occur on or prior to the Substantial Completion Date.
- C. Payment of liquidated damages shall be in the form of a Change Order reducing the Contractor’s Contract Sum by the amount of the liquidated damages. If the Contractor refuses to sign the Change Order for liquidated damages, the Owner reserves the right to unilaterally reduce the Contract Sum by the amount of the liquidated damages. If the amount of the liquidated damages exceeds the remaining unpaid balance of the Contract, the Contract Sum shall be reduced by the amount of the unpaid balance and the Contractor shall pay the Owner the difference between the liquidated damages and the unpaid balance.

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## SECTION 01 35 16

### ALTERATION PROJECT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Procedural requirements.
- B. Rehabilitation and renovations of existing spaces and materials.

##### 1.2 RELATED SECTIONS

- A. Section 01 10 00 – Summary of the Work: Work by others and items provided by the owner to be installed by contractor.

##### 1.3 SYSTEM DESCRIPTION

- A. Items indicated to "remain" shall be left in their present condition.
- B. Items indicated to be "repaired" shall be restored, not replaced, following the general guidelines of Part 3 of this Section, and any more specific guidelines specified in Sections governing work of the respective materials.
- C. Items indicated to be "replaced" shall follow the more specific guidelines specified in Sections governing work of the respective materials.
- D. Contractor shall notify Architect if items indicated to "remain" or be "repaired", appear to need "replacement". Beginning replacement work without prior approval may result in loss of compensation for additional work.

#### PART 2 - PRODUCTS

##### 2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in individual Sections.
- B. Match existing products and work for patching and extending work.
- C. Determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish, or type of work, requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent with specifications.

#### PART 3 - EXECUTION

##### 3.1 INSPECTION

- A. Verify that demolition is complete, and areas are ready for installation of new work.
- B. Beginning of restoration work means acceptance of existing conditions.

##### 3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.

- D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- F. Provide temporary shoring, bracing and structural supporting members of work to be cut to carry existing and imposed loads as required.
- G. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas. Maintain all means of egress and exit ways from space and adjacent spaces.

### **3.3 INSTALLATION**

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Project rooms shall be complete in all respects including operational mechanical and electrical systems.
- C. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.
- E. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning and electrical systems.
- F. Install products as specified in individual Sections.

### **3.4 TRANSITIONS**

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

### **3.5 ADJUSTMENTS**

- A. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads. Where a change of plane of 1/8 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- B. Trim existing doors as necessary to clear new floor finishes; refinish trimmed areas.
- C. Fit work at penetrations of surfaces.

### **3.6 REPAIR OF DAMAGED SURFACES**

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### **3.7 FINISHES**

- A. Finish surfaces as specified in individual Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### **3.8 CLEANING**

- A. Clean daily the Owner-occupied areas of work daily in which Contractor is working or traversing.

**END OF SECTION**

## SECTION 01 42 16

### DEFINITIONS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A . This section supplements the definitions contained in the General Conditions.
- B . Other definitions are included in individual specification sections.

##### 1.2 DEFINITIONS

- A . Furnish: To supply, deliver, unload, and inspect for damage.
- B . Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C . Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D . Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E . Provide: To furnish and install.
- F . Supply: Same as Furnish.
- G . Work: The term "Work" shall mean supervision, labor, equipment, tools, materials, supplies, incidentals operations and activities required by the Contract Documents or reasonably inferable by Contractor therefrom as necessary to produce the results intended by the Contract Documents, in a safe, expeditious, orderly and workmanlike manner, and in the best manner known to each respective trade.

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION - NOT USED

END OF SECTION

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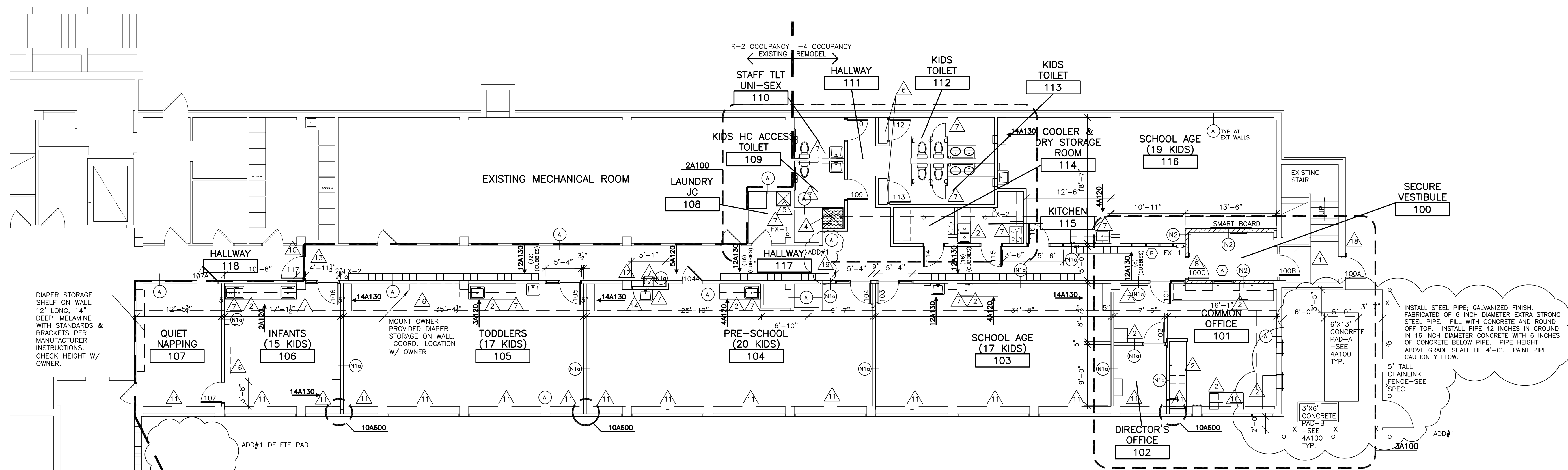
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100 MILWAUKEE STREET  
LA CROSSE, WISCONSIN  
PHONE: 608.784.1830  
FAX: 608.782.5844  
WEB SITE: www.hsrassociates.com

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CERTIFICATION

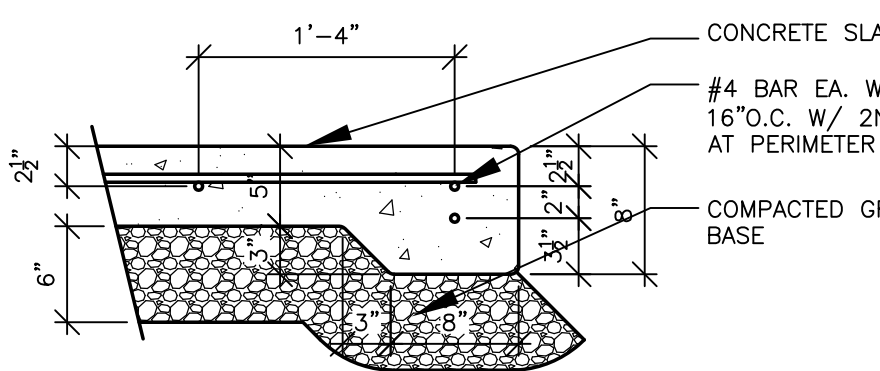
I hereby certify that this Plan, Specification or Report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the state of Minnesota.

Mikael J. Burgaz  
Date: 06/30/2016 Lic. No.: 41988

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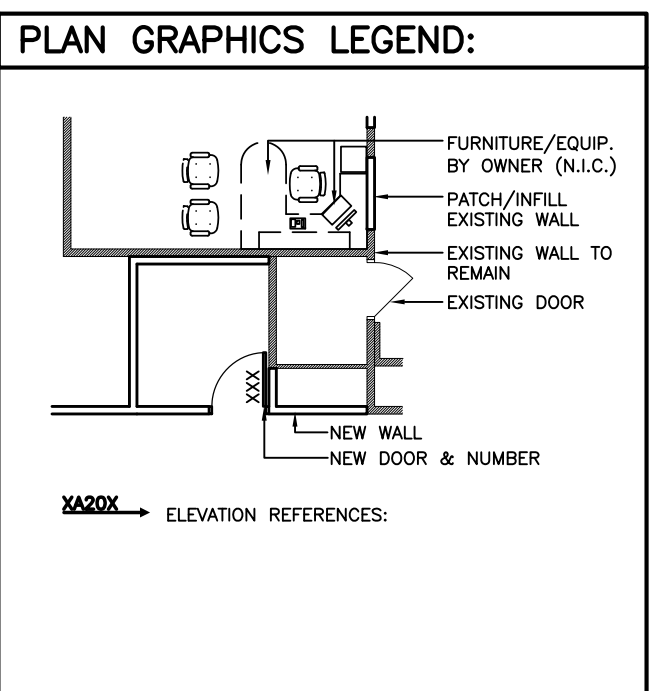


**1 REMODEL PLAN**  
1/8" = 1'-0"

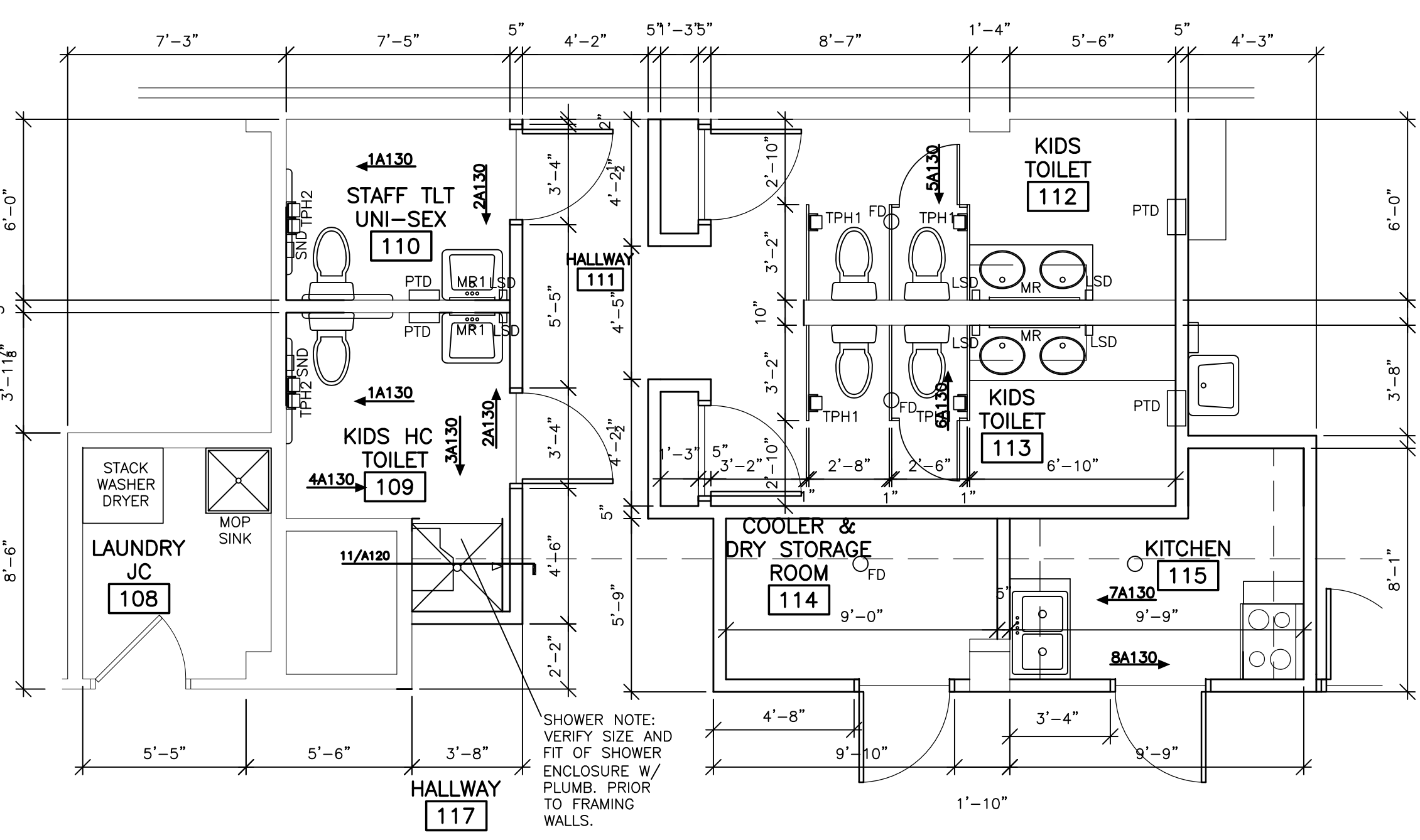


**4 TYP MECH SLAB**  
1" = 1'-0"

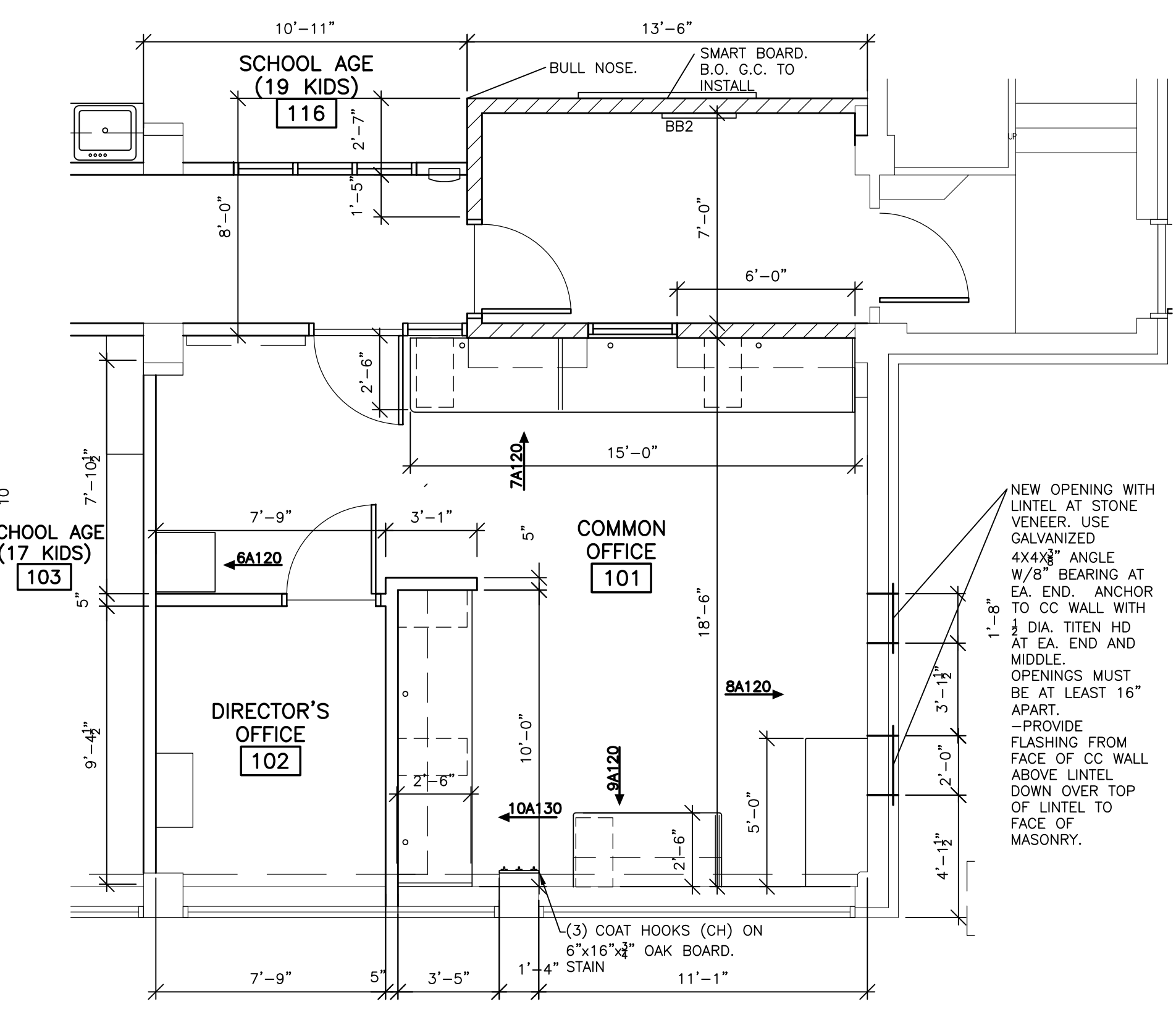
- GENERAL REMODEL PLAN NOTES:**
- A. SYMBOL INDICATES WALL TYPE - SEE SHEET A600 FOR WALL TYPE DETAILS.
  - B. VERIFY SIZE AND LOCATIONS OF ALL MECH. OPENINGS. GENERAL CONTRACTOR TO SEAL LOUVER PERIMETER AND PAINT - TYPICAL.
  - C. INSTALL WOOD BLOCKING OR 24 G. METAL SHEET BETWEEN METAL STUDS AS REQUIRED FOR TV'S, COMPUTER MONITORS, CASEWORK, GRAB BARS, TOILET ACCESSORIES, ETC. ALSO SEE LARGE SCALE PLANS AND INTERIOR ELEVATIONS.
  - D. NEW WINDOW TYPES ARE NOTED (X) ON FLOOR PLANS. SEE A600 FOR WINDOW TYPES.
  - E. -NOT USED-
  - F. SEE ID SHEETS FOR FLOOR AND WALL FINISH LAYOUTS.
  - G. PROVIDE VERTICAL CONTROL JOINTS FULL HEIGHT OF WALL FROM CORNERS OF BOTH JAMBES OF ALL INTERIOR DOOR IN METAL STUD/GYP. BOARD CONSTRUCTION - TYPICAL. OTHER CONTROL JOINTS AS NOTED ON PLANS.
  - H. LOOSE FURNISHINGS EXCEPT AS NOTED SHALL BE PROVIDED AND INSTALLED BY THE OWNER. SEE A130 ACCESSORY SCHEDULE FOR ADDITIONAL OWNER PROVIDED ITEMS.
  - J. EXTEND ALL WALLS AND GYP BOARD TO PLASTER CEILING UNLESS NOTED OTHERWISE.
  - K. GALVANIZE AND FINISH PAINT ALL EXPOSED EXTERIOR STEEL.
  - L. SEE REFLECTED CEILING PLANS FOR SCOPE OF CEILING WORK.
  - M. WHERE GYP. BOARD PARTITIONS ABUT CMU/BRICK, PROVIDE METAL J-TIM AND SEALANT BETWEEN TRIM AND MASONRY. PAINT TO MATCH WALL.
  - N. SEE ENLARGED FLOOR PLANS FOR ACCESSORY SCHEDULE AND ABBREVIATIONS.
  - O. U.N.O. NEW WALLS ARE TYPE "N1".
  - P. DIMENSIONS AT EXISTING FEATURES ARE FOR GENERAL INFORMATION ONLY. FIELD VERIFY ALL EXISTING OBJECT DIMENSIONS.
  - Q. ANY PENETRATIONS THROUGH EXISTING CEILING SHALL BE FIRE STOPPED WITH 2-HR UL RATED FIRE STOPPING SYSTEM. COORDINATE LOCATIONS WITH MEP DRAWINGS AND CONTRACTORS.



- REMODEL PLAN KEY NOTES:**
- EXISTING STAIR IS 2 HOUR RATED FIRE/SMOKE BARRIER.
  - NEW CASEWORK.
  - TOILET PARTITIONS.
  - SHOWER STALL, NO GRAB BARS. SEE PLUMBING. INSTALL FOLDING SHOWER SEAT AND BUNG IN WALL FOR SEAT.
  - MOP SINK, SEE PLUMBING.
  - CLOSET SHELVING SYSTEM (S) ADJUSTABLE SHELVES, ON STANDARDS AND BRACKETS. NEW CONC. FLOOR INFILL AT EXISTING FLOOR CUTS. SEE ADD. AND PLUMBING DRAWINGS FOR EXTENT OF NEW PLUMBING FIXTURES AND PIPING THAT WILL REQUIRE CUTTING AND PATCHING OF THE EXISTING CONC. FLOOR.
  - KEY PAD ENTRY (NOT USED)
  - PROVIDE ROUGH IN FOR CARD READER. COORD. W/ OWNER.
  - VERTICAL BLINDS, SEE I.D. SHEETS.
  - METAL STUD & GYP. BD. SOFFIT. VERIFY FIT WITH EXIST. CEILING. PROVIDE STEEL HEADERS - SEE S&I PARAGR. SM.
  - DOOR WITH DELAYED EGRESS DEVICE AND RELEASE BUTTON FOR STAFF TO OPEN DOOR, AT 5' ABOVE FLOOR.
  - REMOVE MORTAR AND PARGE SIDE OF COLUMN AT AREA OF REMOVED CMU.
  - (NOT USED)
  - MOUNT OWNER PROVIDED DIAPER STORAGE ON WALL. COORD. LOCATION W/ OWNER.
  - RECONFIGURE AND MOUNT OWNER PROVIDED WALL MOUNT SLOTS. COORD W/ CHILDWARE DIRECTOR.
  - CAMERA SEE ELEC. PROVIDE CONTROL AT OFFICE #101 FOR THIS ELECTRIC STRIKE.
  - PROVIDE STEEL HEADER AT MASONRY DOOR HEAD, 7'-0" A.F.F. FIELD VERIFY HEAD IS 1" LESS THAN EXIST. ACT. CEILING. -SEE S&I PARAGR. SM. CUT IN END BEARING TO EXIST CMU WALL AT EITHER SIDE AND PATCH EXIST MASONRY TO MATCH EXISTING.



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



**3 ENLARGED FLOOR PLAN**  
1/4" = 1'-0"

**ACCESSORY SCHEDULE**

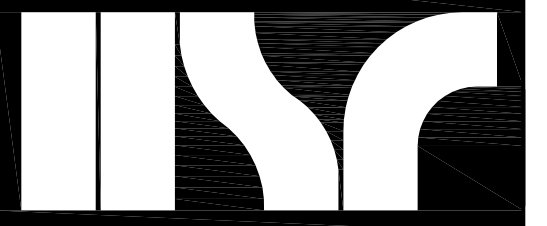
ABBREVIATION	ITEM	STD. MOUNTING HEIGHT	owner provided or specs. (see demo)	contr. provided	owner installed	contr. installed
BB2	METAL FRAMED 2'-6"W X 4'-8"H BULLETIN BOARD	TOP @ 7'-0" A.F.F.				
CG1	CORNER GUARD OR END WALL PROTECTION	BOT. @ TOP OF BASE				
CH	COAT HOOK (DOUBLE)	BOT. @ 4'-6" A.F.F.				
CO-E	EXISTING CLEAN OUT	SEE PLUMBING DRAWINGS				
SD	SHARPS DISPOSAL	TOP @ 54" A.F.F.				
FD	FLOOR DRAIN	SEE PLUMBING DRAWINGS				
DS	OWNER'S EXISTING DIAPER SHELF, RELOCATE AND INSTALL	-				
ST	STOVE	-				
FX-1	SEMI-RECESSED CABINET WITH EXTINGUISHER	TOP @ 4'-6" A.F.F. (MAX)				
FX-2	WALL HUNG FIRE EXTINGUISHER ON BRACKET	TOP @ 4'-6" A.F.F. (MAX)				
GB	1 1/2" DIA. GRAB BAR - SEE PLAN FOR LENGTH	CENTER @ 2'-10" A.F.F.				
LAV	LAVATORY - SEE PLUMBING	SEE PLUMBING				
LSD	LIQUID SOAP DISPENSER	TOP @ 3'-5" A.F.F.				
D.W.	DISH WASHER	-				
MR	3'-0"W X 3'-0"H MIRROR W/ MTL EDGES (ATTACH MIRROR OVER PORCELAIN WALL TILE)	BOT. @ 3'-4" A.F.F.				
MR1	1'-6"W X 3'-0"H MIRROR W/ MTL EDGES (ATTACH MIRROR OVER PORCELAIN WALL TILE)	BOT. @ 3'-4" A.F.F.				
MS	MOP SINK - SEE PLUMBING. INCLUDES S.S. WALL GUARD TO 36" A.F.F. @ 2 SIDES. - SEE PLUMB FOR ACCESSORIES	SEE PLUMBING				
PTD	PAPER TOWEL DISPENSER	BOT. @ 3'-6" A.F.F.				
SB	6'-0"W X 4'-0"H SMART BOARD	TOP @ 8'-0" A.F.F.				
SND	SANITARY NAPKIN DISPOSAL	TOP @ 2'-6" A.F.F.				
TPH1	TOILET PAPER HOLDER-SINGLE	CENTER @ 2'-0" A.F.F.				
TPH2	TOILET PAPER HOLDER-DOUBLE	CENTER @ 2'-0" A.F.F.				
VGB	1 1/2" DIA. VERTICAL GRAB BAR - SEE PLAN FOR LENGTH - CENTER LINE @ 40" FROM BACK WALL	BOT. @ 3'-4" A.F.F.				
VWB	VERTICAL WINDOW BLINDS	FIELD FIT				
WC	WATER CLOSET - FLOOR MOUNT - SEE PLUMBING	SEE PLUMBING				

NOTE: CONFIRM FINAL LOCATION OF BULLETIN BOARDS WITH OWNER PRIOR TO INSTALLATION OR INSERTION OF BLOCKING IN NEW WALLS.

Project Title: **Maria Hall Child Care Facility**  
Project Location: **WINONA STATE UNIVERSITY 455 HILBERT STREET, WINONA, MN 55987**  
Sheet Title: **GRND FLR REMOD PLAN&ENLARGED PLANS**

HSR Project Number: **15076**  
Project Date: **2016/02/17**  
Drawn By: **MJB**  
Key Plan: **ADD#1 - 02/24/2016**  
Last Update: **7/7/17**

**A100R**

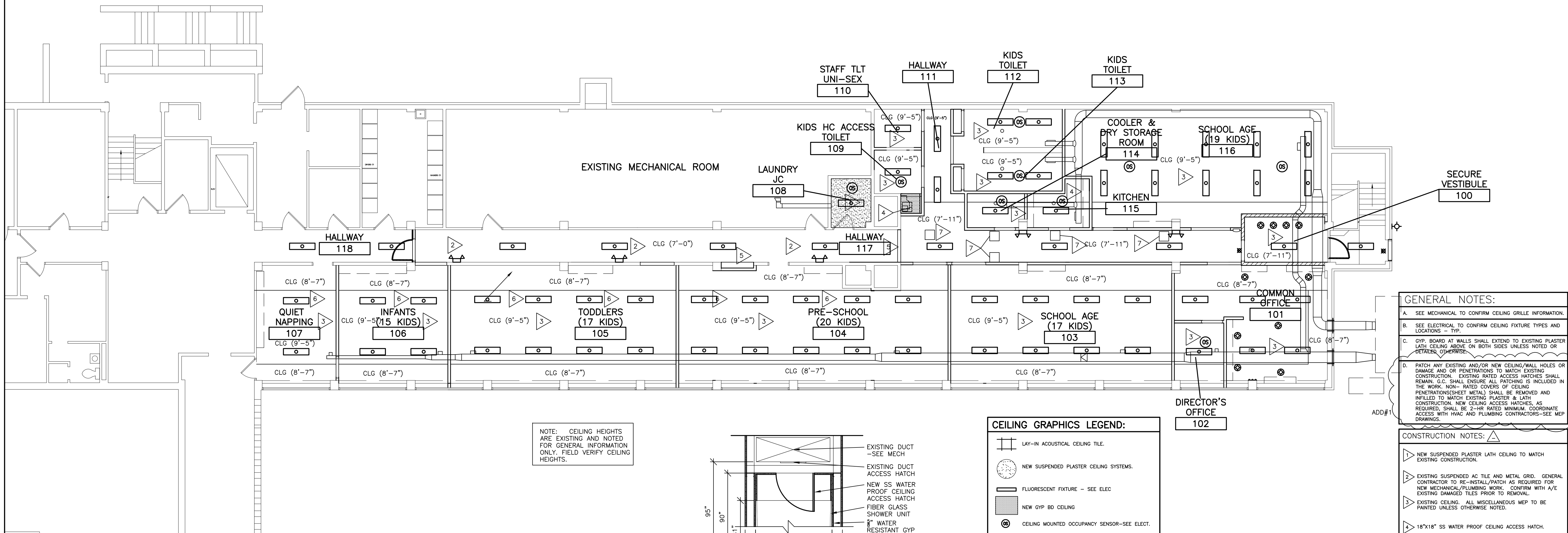


ARCHITECT  
CERTIFICATION

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Michael J. Buzgac  
Date: 06/30/2016 Lic. No.: 41988

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GENERAL NOTES:

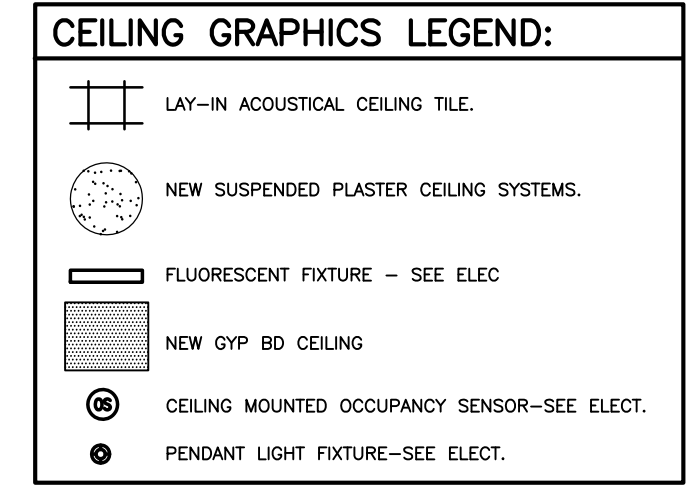
- SEE MECHANICAL TO CONFIRM CEILING GRILLE INFORMATION.
- SEE ELECTRICAL TO CONFIRM CEILING FIXTURE TYPES AND LOCATIONS - TYP.
- GYP. BOARD AT WALLS SHALL EXTEND TO EXISTING PLASTER LATH CEILING ABOVE ON BOTH SIDES UNLESS NOTED OR DETAILLED OTHERWISE.
- PATCH ANY EXISTING AND/OR NEW CEILING/WALL HOLES OR DAMAGE AND OR PENETRATIONS TO MATCH EXISTING CONSTRUCTION. EXISTING RATED ACCESS HATCHES SHALL REMAIN. G.C. SHALL ENSURE ALL PATCHING IS INCLUDED IN THE WORK. NON-RATED COVERS OF CEILING PENETRATIONS(SHEET METAL) SHALL BE REMOVED AND INFILLED TO MATCH EXISTING PLASTER & LATH CONSTRUCTION. NEW CEILING ACCESS HATCHES, AS REQUIRED, SHALL BE 2-HR RATED MINIMUM. COORDINATE ACCESS WITH HVAC AND PLUMBING CONTRACTORS-SEE MEP DRAWINGS.

CONSTRUCTION NOTES:

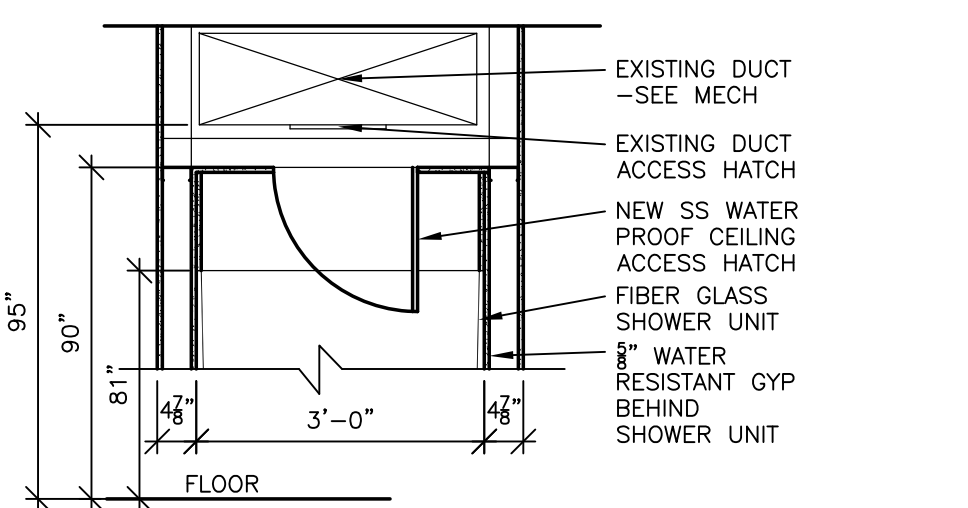
- ▷ NEW SUSPENDED PLASTER LATH CEILING TO MATCH EXISTING CONSTRUCTION.
- ▷ EXISTING SUSPENDED AC TILE AND METAL GRID. GENERAL CONTRACTOR TO RE-INSTALL/PATCH AS REQUIRED FOR NEW MECHANICAL/PLUMBING WORK. CONFIRM WITH A/E EXISTING DAMAGED TILES PRIOR TO REMOVAL.
- ▷ EXISTING CEILING. ALL MISCELLANEOUS MEP TO BE PAINTED UNLESS OTHERWISE NOTED.
- ▷ 18"x18" SS WATER PROOF CEILING ACCESS HATCH.
- ▷ NEW SOFFIT.
  - LIGHT GAUGE METAL FRAMING AT 16" O.C.
  - 5/8" GYPSUM BOARD.
  - SMOOTH FINISH.
  - SET BOTTOM OF SOFFIT 1" BELOW EXISTING ACT CEILING.
- ▷ CAP ABANDONED DUCT VENTS IN FACE OF EXISTING SOFFIT WITH PLASTER & LATH TO MATCH EXISTING CONSTRUCTION. SEE MECHANICAL DRAWINGS FOR EXTENT OF VENTS TO BE ABANDONED.
- ▷ 18"x18" 2-HR METAL ACCESS HATCH - PAINT. COORDINATE WITH PLUMBING.

GENERAL CASEWORK NOTES:

- TYPICAL FINISH AT ALL HARDWARE, WIRE PULLS, HINGES, ETC. SHALL BE BRUSHED S.S.
- PROVIDE CHORD GROMMETS AT ALL WORK STATIONS. COORDINATE LOCATIONS IN THE FIELD.
- SEAL EDGE OF COUNTER/BACKSPLASH TO WALL ALL LOCATIONS W/ CLEAR SEALANT.
- ALL EXPOSED ENDS OF CASEWORK SHALL HAVE LAMINATE FINISH.
- ALL LOWER CASEWORK DOORS TO HAVE LOCKS. TYP AT CLASSROOM LOCATIONS.
- PROVIDE CHORD GROMMETS AT ALL WORK STATIONS. SEE 2&3A100 FOR LOCATIONS.

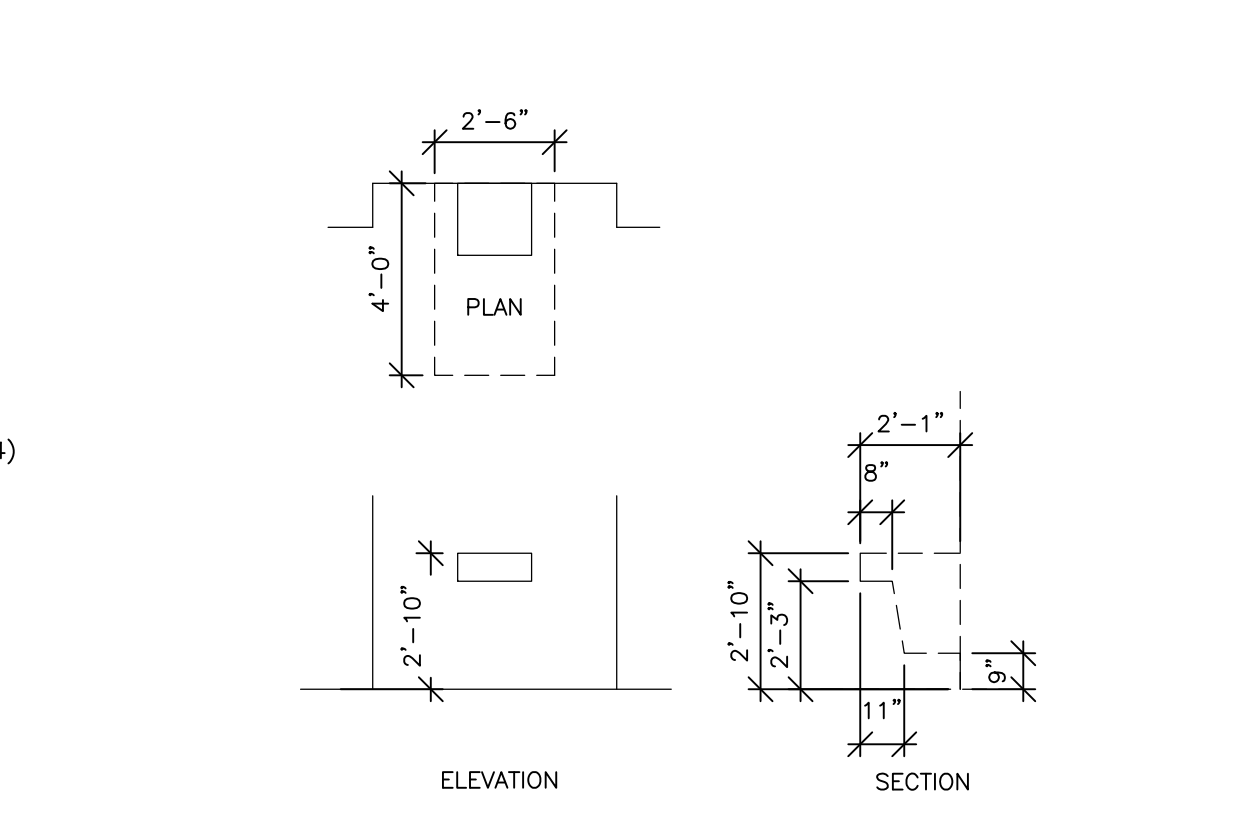
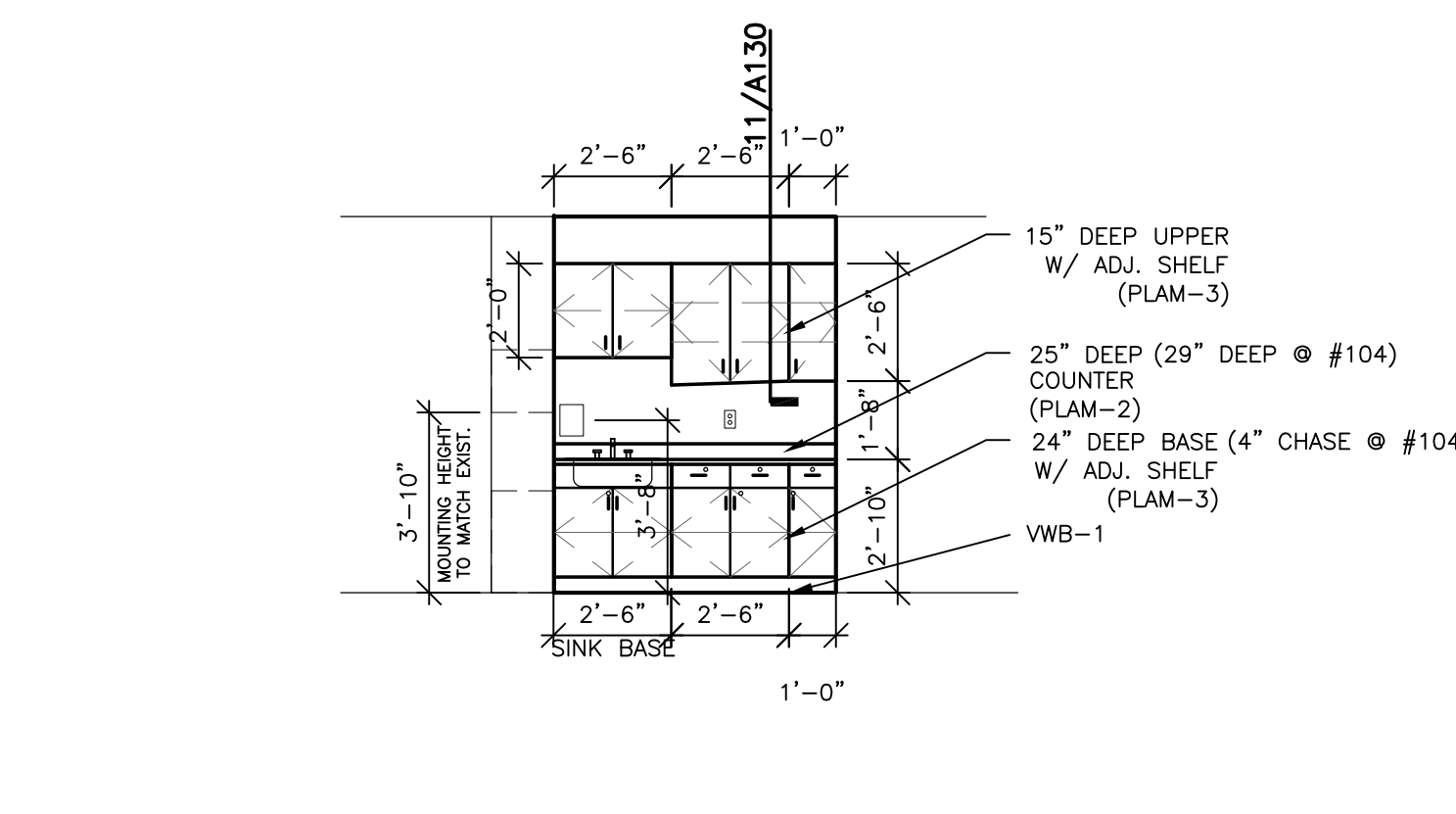
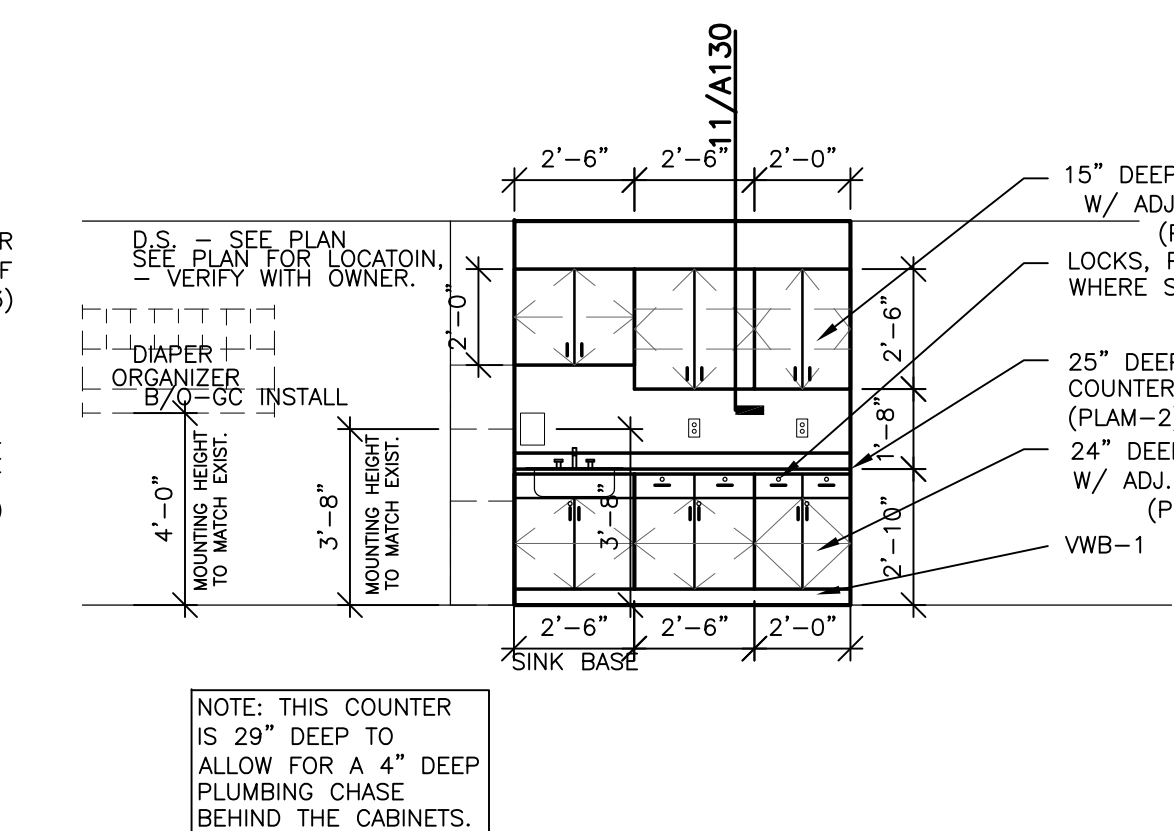
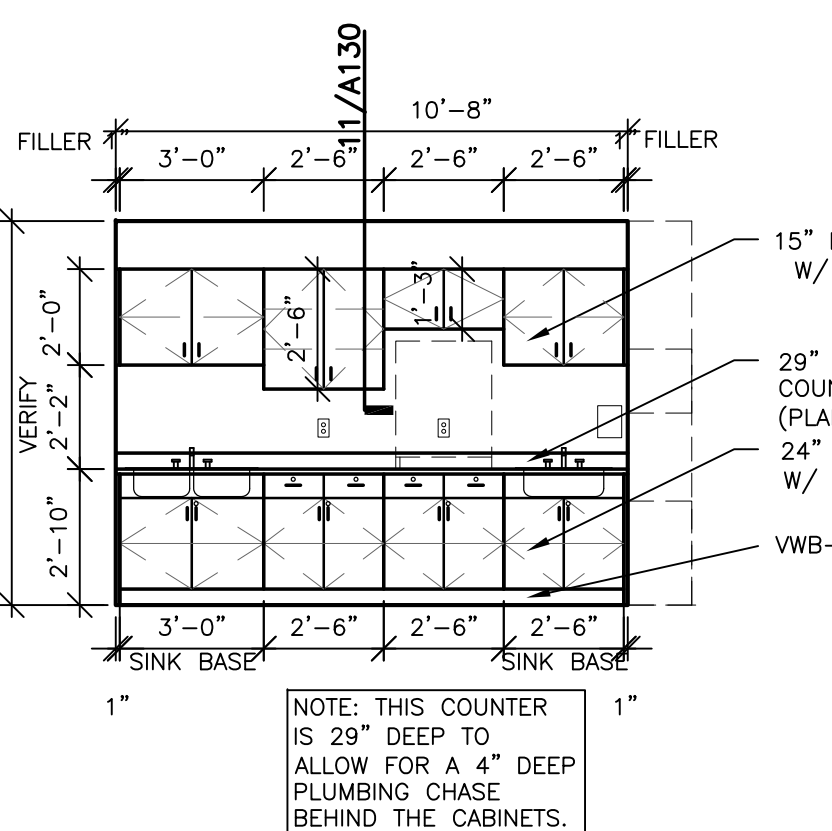


NOTE: CEILING HEIGHTS ARE EXISTING AND NOTED FOR GENERAL INFORMATION ONLY. FIELD VERIFY CEILING HEIGHTS.



**1 REFLECTED CEILING PLAN**  
1/8" = 1'-0"

**11 SHOWER CEILING SECTION**  
1/2" = 1'-0"

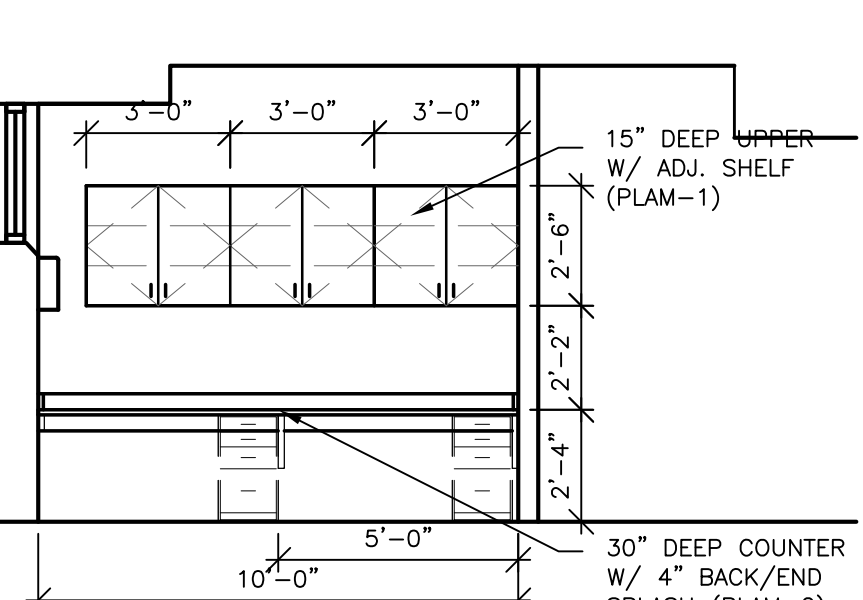
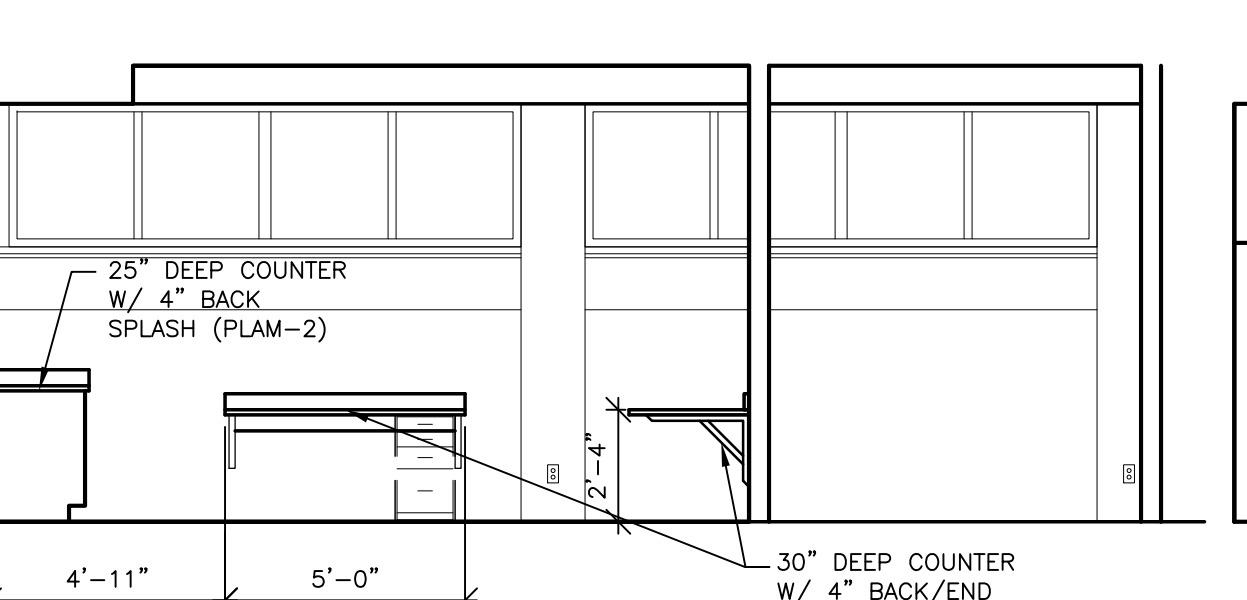
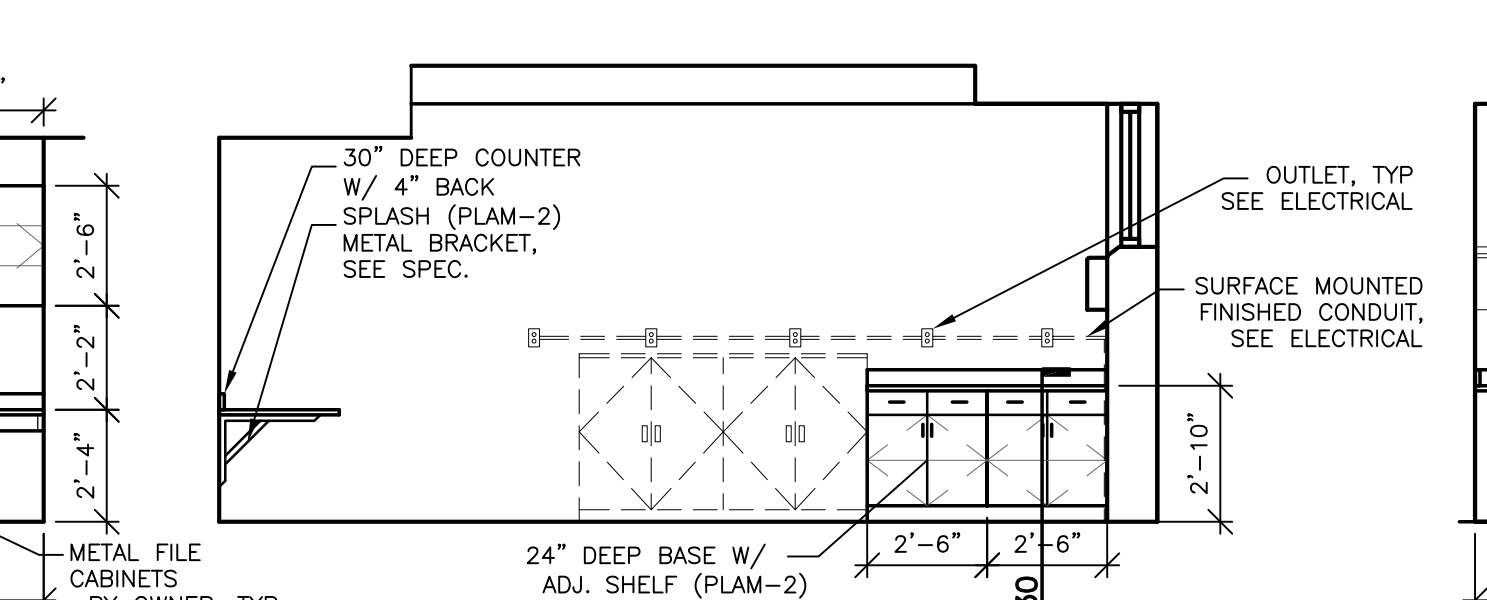
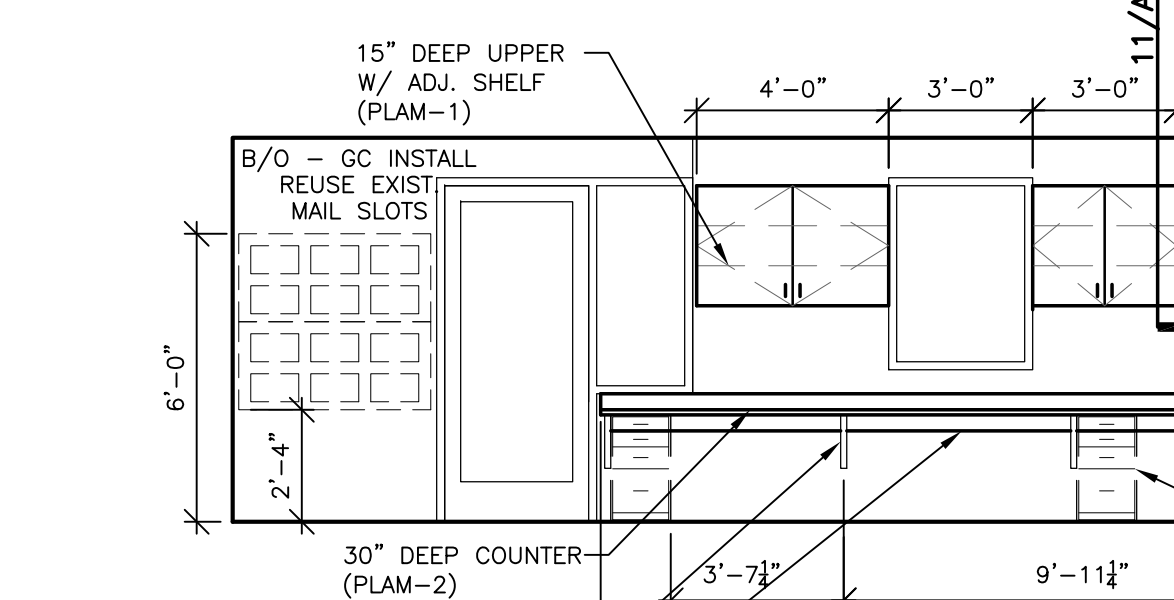
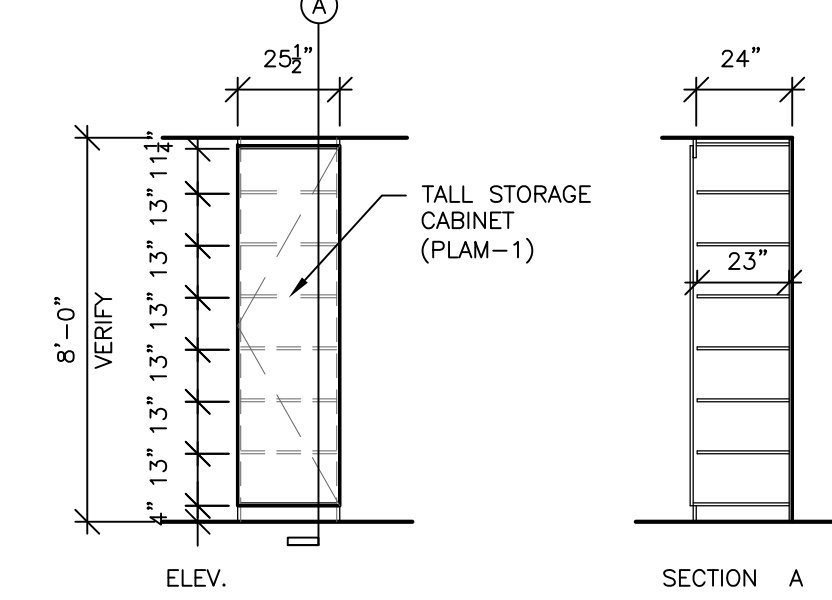


**2 INFANTS RM #106**  
1/4" = 1'-0"

**3 TODDLERS RM #105**  
1/4" = 1'-0"

**4 TYPICAL CABINETS RM#104,103&116**  
1/4" = 1'-0"

**5 TYP. ADA SINK/DF CLEARANCES**  
1/4" = 1'-0"



**6 OFFICE STOR CAB RM #101**  
1/4" = 1'-0"

**7 OFFICE RM #101**  
1/4" = 1'-0"

**8 OFFICE RM #101**  
1/4" = 1'-0"

**9 OFFICE RM #101**  
1/4" = 1'-0"

**10 OFFICE RM #101**  
1/4" = 1'-0"

Project Title: **Marla Hall Child Care Facility**  
Project Location: **WINONA STATE UNIVERSITY 455 HILBERT STREET, WINONA, MN 55987**  
Sheet Title: **GROUND FLR REF CLG PLAN & INT ELEVS**

Project Title:  
Project Location:  
Sheet Title:

HSR Project Number: **15076**

Project Date: **2016/02/17**

Drawn By: **MJB**

Key Plan: **ADD#1 - 02/24/2016**

Last Update: **n/m/n**

**A120R**





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100 MILWAUKEE STREET  
LA CROSSE, WISCONSIN  
PHONE: 608.784.1830  
FAX: 608.782.5844  
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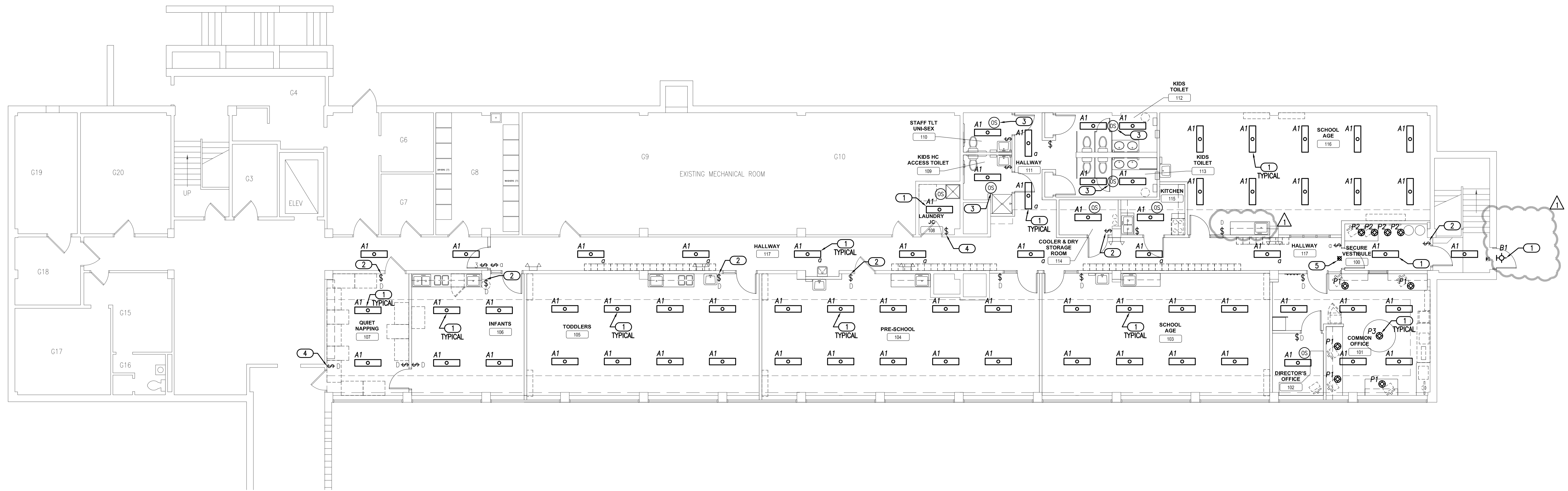
ENGINEER  
CERTIFICATION

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 Engineer under the laws of the state of Minnesota.

*Norm Olson*  
NORM OLSON

Date: 02.11.16 Lic No. 14171

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**1 PARTIAL GROUND LEVEL LIGHTING PLAN**  
1/8" = 1'-0"



LUMINAIRE SCHEDULE													
FIXTURE TYPE	DESCRIPTION	MANUFACTURER	MODEL NUMBER	LUMINAIRE			LAMPS			BALLAST		MOUNTING	NOTES
				VOLTAGE	WATTS	QTY.	WATTS	TYPE	COLOR TEMP °K	QTY.	TYPE		
A1	LED 1X4 SURFACE MOUNTED VOLUMETRIC WRAP AROUND	LITHONIA LIGHTING METALLUX H.E. WILLIAMS	2TL4-40L-FE21-LP840-WH 24GR LD4 48 UNV L840 CD 50 G S24 LED PH60/840 S AF12125 120	120	26	(1)		LED	4000	(1)	LED-1	SURFACE	
B1	LED SURFACE MOUNTED EXTERIOR	MINKA-LAVERY	THE GREAT OUTDOORS #8162415B-L	120	14	(1)		LED	2700	(1)	LED-1	SURFACE	
P1	LED MINI PENDANT	LITHONIA LIGHTING	MRPB-BNP-RSCL-1005	120	9	(1)		LED	4000	(1)	LED-1	PENDANT	
P2	LED MINI PENDANT	LITHONIA LIGHTING	MDPB-BNP-DCNE 1001	120	9	(1)		LED	4000	(1)	LED-1	PENDANT	(2) Cobalt Blue Green Melon
P3	LED FABRIC DRUM PENDANT	LITHONIA LIGHTING	DFMADDL-14-F23	120	9	(1)		LED	4000	(1)	LED-1	PENDANT	

**General Fixture Notes:**  
A. REFER TO ARCHITECTURAL PLANS FOR EXACT MOUNTING LOCATIONS, DETAILS, AND CONFIGURATIONS OF ALL LIGHTING FIXTURES.  
B. CONTRACTOR TO VERIFY THE COMPATIBILITY OF LIGHT FIXTURES WITH CEILING MATERIAL, ADJACENT CONSTRUCTION, AND ADJACENT FINISHES PRIOR TO SHOP DRAWINGS.  
C. CONTRACTOR RESPONSIBLE FOR ALL MISCELLANEOUS HARDWARE NECESSARY AT, ABOVE, OR BELOW THE CEILING PLANE TO SUPPORT THE LIGHT FIXTURES.  
D. ALL LIGHT FIXTURES SHALL HAVE A U.L. LABEL.

**BALLAST TYPES:**  
LED-1 INTEGRAL LED DRIVER, PROVIDED WITH LUMINAIRE

- GENERAL NOTES**
- REFER TO SHEET E001 FOR SYMBOLS, ABBREVIATIONS AND ADDITIONAL GENERAL NOTES.
  - DEVICES SHOWN DASHED, CROSSHATCHED OR MOUNTED ON A DASHED WALL SHALL BE REMOVED. REMOVE ALL HANGERS AND ABANDONED ACCESSIBLE CONDUIT.
  - ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING FIXTURES, BOXES, CONDUIT, AND CONDUCTORS AS REQUIRED.
  - SEE ARCHITECTURAL, MECHANICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL INFORMATION AND EQUIPMENT LOCATIONS.
  - FIRE STOP ALL PENETRATIONS IN FIRE AND SMOKE RATED WALLS. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS.
  - ELECTRICAL CONTRACTOR SHALL AVOID POWER DISRUPTION OUTSIDE OF CONTRACTED SPACE. VERIFY ALL CIRCUITS PRIOR TO REMOVAL.
  - CIRCUIT NUMBERS ARE USED FOR DESIGN INTENT. ELECTRICAL CONTRACTOR SHALL VERIFY EXACT CIRCUIT NUMBERS IN THE FIELD.

- KEYED NOTES**
- PROVIDE NEW LIGHT FIXTURE AS SCHEDULED. PROVIDE CONNECTION TO LIGHTING CIRCUIT SALVAGED DURING DEMOLITION.
  - PROVIDE NEW LOW VOLTAGE LIGHT SWITCH AS INDICATED. PROVIDE BACK BOX, RACEWAY AND CONNECTION TO INDICATED LIGHTING CIRCUIT.
  - PROVIDE LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR WITH POWER PACK. PROVIDE CONNECTION TO FIXTURES LOCATED WITHIN THIS ROOM OR AS INDICATED.
  - PROVIDE NEW LOW VOLTAGE LIGHT SWITCH AS INDICATED. REUSE EXISTING BACK BOX AND CONDUIT AND PROVIDE CONNECTION TO INDICATED LIGHTING CIRCUIT.
  - NEW LOCATION FOR EXIT SIGN REMOVED DURING DEMOLITION. PROVIDE CONNECTION TO LIGHTING CIRCUIT SALVAGED DURING DEMOLITION.
  - PROVIDE NEW LIGHT FIXTURE AS SCHEDULED. PROVIDE CONNECTION TO EXISTING EXTERIOR LIGHTING CIRCUIT SALVAGED DURING DEMOLITION.

CONTROL DEVICE SCHEDULE											
SYMBOL	DESCRIPTION	INPUT VOLTAGE	OUTPUT VOLTAGE	CURRENT DRAW	CURRENT OUTPUT	LOAD RATING			COVERAGE	MANUFACTURER AND MODEL NUMBER	NOTES
						BALLAST	INCAND.	MOTOR			
OS	CEILING MOUNTED MOTION SENSOR - PIR/ULTRASONIC	24 VAC/VDC	-	16 MA	-	-	-	-	2000 SQ.FT., 360'	SENSORSWITCH #CM-PDT-10-R OR APPROVED EQUAL	-
P2	POWER PACK	120/277 VAC	15 VDC	40 MA	150 MA	-	-	-	-	SENSORSWITCH #PP20 OR APPROVED EQUAL	-

**Project Title:** Maria Hall Child Care Facility  
**Project Location:** WINONA STATE UNIVERSITY 455 HILBERT STREET, WINONA, MN 55987  
**Sheet Title:** PARTIAL GROUND LEVEL LIGHTING PLAN

HSR Project Number: 15076

Project Date: 2016/02/11

Drawn By: KH

Key Plan: Addendum 1 2-24-16

Last Update: .



**E100R**