

# EMPIRE APARTMENTS

## Elevator Modernization Specifications

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## Project Agreement

For:

St. Cloud HRA

Consultant: Elevator TCI

## PROJECT AGREEMENT

Owners or Building Representative and Contractor hereby agree to the following terms:

Owner: St. Cloud HRA

Owner Rep: Paul Soenneker  
St. Cloud HRA  
1225 St. Germain Street  
St. Cloud, MN 56301

Address: Empire Apartments  
45 4<sup>th</sup> Ave. N  
St. Cloud, MN 56301

Project: Empire Apartments  
Elevator Control Upgrade

Contractor:  
Address:

Phone No.:  
Fax:

Taxpayer ID No.:

Term: Interim Maintenance, Project Completion, Warranty Maintenance

Services: Elevator Control and Equipment upgrade,  
Interim and warranty maintenance  
Per attached specifications

Payment Schedule: Progressive Monthly Utilizing AIA format and schedule of values  
Interim Maintenance to be billed separately on monthly basis  
Warranty Maintenance to be billed separately on monthly basis

Bonds: Contractors shall be required to submit the following:

1. a bid guarantee from each bidder equivalent to 5% of the bid price; and
2. a performance bond for 100% of the contract price from the contractor awarded the bid; and
3. a payment bond for 100% of the contract price from the contractor awarded the bid.

1. **Scope of Work.** Building Representative hereby engages Contractor, as an independent contractor, to perform and furnish labor; materials or equipment described above and outlined in the attached design specifications (collectively, "Services"). Contractor agrees to furnish the Services and all related labor, materials and equipment.

Includes scope identified in bid form, specifications:

Base Bid Contract -----	\$ -----.00
Interim Maintenance -----	\$ -----.00
Warranty Maintenance -----	\$ -----.00

2. **Term.** The term of this Agreement shall begin on the Commencement Date and shall continue until the modernization project is complete and 12-months of warranty maintenance, to commence upon substantial completion acceptance. Maintenance will be invoiced separately monthly, unless sooner terminated as herein provided. Notwithstanding anything herein to the contrary, Building Representative may at any time terminate this Agreement without cause on fifteen (15) days advance written notice to Contractor; in which case Building Representative, shall be responsible to pay for the Services performed to the date of termination, and any prepaid fees shall be adjusted, and the balance refunded. If this Agreement expires or terminates, but Contractor thereafter continues to furnish Services with Building Representative's Consent, the same shall be subject to all the terms of this Agreement to the extent applicable to a relationship at will.
  
3. **Payment.** Building Representative shall pay Contractor for all Services furnished per the payment schedule set forth above. Contractor shall furnish Building Representative with an itemized statement of all charges for which payment is sought. If requested, Contractor shall also furnish Building Representative with (a) receipts or other proof to support Contractor's charges for subcontractors and suppliers, and (b) Lien waivers from subcontractors and suppliers. In no event, shall Contractor be entitled to receive payment for any Services unless Contractor first has paid its subcontractors and suppliers. A five (5%) retainage will be withheld from each payment until the project is substantially completed and returned to normal use. Contractor shall submit billings to third party consultant: Elevator TCI (ETCI) for review and approval and shall submit all plans, documentation and change order request through ETCI.
  
4. **Changes on Work: Assignment Prohibited; Separate Contracts.** Any additions or deletions to the scheduled Services may be made only upon advance written approval by Building Representative. Additional Services, if any, shall be paid for at the price agreed upon by the parties in writing. Contractor shall not assign this Agreement, or its right to payment hereunder, to any other party without Building Representative's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors expressly approved by Building Representative in writing in advance. Contractor shall be liable and responsible for the work of all subcontractors. Building Representative hereby reserves the right to let contracts to other contractors for all work not expressly set forth herein, and Contractor will cooperate with any other contractors engaged by Building Representative.
  
5. **Contractor's Warranty and Compliance.** Contractor warrants that all Services will be performed in a competent and workmanlike manner and will conform to the requirements of this Agreement and that all materials, if any, furnished hereunder will be of good quality and suitable for the purpose furnished. Contractor shall promptly correct any deficiency in workmanship or any defective materials furnished hereunder, provided that Building Representative gives Contractor written notice of any such defect within one (1) year after such work has been completed. Contractor's warranty shall extend to and cover all Services furnished by subcontractors and suppliers, and shall be in addition to any other rights of Building Representative. Contractor shall promptly repair any damage or loss caused to the Project or any property thereon by Contractor or any of its employees or subcontractors in performing the Services. Contractor shall at its expense comply with all applicable federal, state and local laws, ordinances, rules and regulations ("Local Requirements") in the performance of the Services by Contractor and its employees, subcontractors, and suppliers, including, without limitation, all applicable Legal Requirements relating to Occupational Safety and Health Administration (OSHA) and hazardous substances. Contractor shall also comply with all

reasonable rules and regulations of Building Representative relating to the Project from time to time. Contractor shall also comply with all reasonable rules and regulations of Building Representative relating to the Project from time to time.

6. **Termination: Default.** Building Representative shall have the right to terminate this Agreement with cause effective immediately upon written notice to Contractor. Any such termination shall be without prejudice to Building Representative's right to recover damages from Contractor for any breach of this Agreement. Failure or forbearance by Building Representative to terminate this Agreement upon any breach by Contractor hereunder shall not constitute a waiver by Building Representative of such breach on that occasion or upon the occurrence of a similar breach on a future occasion.
  
7. **Independent Contractors Indemnity Insurance.** Contractor is an independent contractor and not an agent or employee of Building Representative, and all Services by Contractor hereunder shall be performed solely at Contractor's risk. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and Building Representative's management company, and their respective subsidiaries, affiliates, tenants, officers, directors, agents and employees from all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the Services to the extent caused by negligent acts or omissions of Contractor, its employees, agents or subcontractors, or any failure by Contractor to comply with the terms of this Agreement. Contractor shall at its expense maintain at all times the following insurance:
  - a. Commercial general liability insurance, including, without limitation, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), and products-completed operations liability, having a combined single limit of not less than \$2,000,000 per occurrence. Such policy shall not contain explosion, collapse and/or underground exclusions.
  - b. Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$ 1,000,000 per occurrence.
  - c. Worker's Compensation as required by law; Employer's Liability with limits of \$500,000.
  - d. The greater of the limits shown above or in the project documents, where they conflict, shall be applicable to this Agreement.

Before commencing any Services hereunder and before the expiration of any policy, Contractor shall furnish to Building Representative certificates issued by a company reasonably satisfactory to Building Representative that such insurance is in effect, naming

[St. Cloud HRA](#) as insured, on coverage (a), (b) and Employers Liability and providing that no such insurance may be canceled or materially changed without at least thirty (30) days written notice by certified mail, return receipt requested, to Building Representative at the above address (or such other person or such other address as Building Representative shall designate in writing to the insurer). Contractor hereby waives all claims of recovery from Owner and Building Representative's Management Company for loss or damage to its property to the extent the loss or damage would be covered by All Risk property insurance.

8. **Waiver of Lien.** Contractor, for it and for all subcontractors and suppliers, hereby waives the rights of subcontractors and suppliers to claim, file or enforce any mechanic's lien or any lien rights whatsoever against the Project. Contractor shall not cause or permit any mechanic's lien to be filed against the Project, and Contractor shall indemnify and hold Owner and Building Representative's Management Company and the Project harmless from and against any such mechanic's liens, together with costs and reasonable attorney's fees.

9. **Limited Liability.** Notwithstanding any other provision in this Agreement to the contrary, Contractor specifically agrees to look solely to the Owner/Building Representative's interest in the Project for the payment or performance of any of Building Representative's obligations hereunder, and Owner/Building Representative, its partners, directors, officers or shareholders, shall never be personally liable for such payment or performance. Further, any sale or transfer by owner of its interest in the Project shall operate to release Owner and Building Representative's Management company from any future obligations and any future liability for any of the terms hereof, and contractor agrees to look solely to the assignee of Owner and Building Representative's Management company for any obligations thereafter occurring under this Agreement.
10. **Binding Effect: Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of the parties, subject, however, to the restriction upon assignment by Contractor as set forth in Section 4. This Agreement contains the entire agreement between parties, supersedes prior oral or written negotiations, representations, or agreements, and may not be modified or amended except by a written agreement signed by the parties. All titles of paragraphs are for convenience only and may not be used to interpret or define the terms of this Agreement. Any reference to exhibits refers to exhibits that are attached hereto and are hereby made a part of this Agreement by reference. This Agreement includes any exhibits or documents referred to above and attached hereto; provided that the terms of this Agreement shall supersede any inconsistent provision contained in any such exhibit or schedule.
11. **Project Building Representative.** Owner appoints, [Paul Soenneker](#) as its Building Representative for this Project. Contractor shall be guided in its work by the directions and approvals of the Building Representative or representative consultant, or as the Building Representative may delegate its authority to others in writing from time to time. Progress meetings with the Elevator Contractor, Building Representative and Consultant shall be included and attended prior to taking the unit out of service and at the third week interval to monitor progress. Contractor shall not take directions from other employees of the Building Representative, or shall do so at its own risk and expense, and without an authorized extension of the Project Term.
12. **Notice.** Any notice required to be given by this Agreement or otherwise by either party shall be considered properly and timely given when sent by registered or certified mail, return receipt request, postage prepaid, and addressed to the party at the address set forth above or to such other address as may be designated by either party from time to time by notice.
13. **Attachment A** – HUD General Conditions for Construction Contracts.
14. **Attachment B** – HUD Cert of Payments to Influence Federal Transactions.
15. **Attachment C** – Disclosure of Lobbying Activities.
16. **Attachment D** – St Cloud HRA Section 3 – Business Certification 2018.

By signing below, the parties agree to the above terms as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Owner's Representative,  
St. Cloud HRA:**

**Contractor:**

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

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

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

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

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

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

## **BID INSTRUCTIONS**

### **INVITATION TO BIDDERS**

A proposal for work described and conditions set forth in these documents shall be addressed to:

Elevator TCI (**Owner's Representative**)  
8009 61<sup>st</sup> Ave N  
Minneapolis, MN 55428

Attention: Greg Gehring

Phone: (651) 335 6624

Email: greg@elevatortci.com

Bids shall be received Before October 11<sup>th</sup>, 10:00 AM and a formal opening at the St Cloud HRA Office at 10:00 AM October 11<sup>th</sup> 2018.

Proposal must be made on the form provided. The blank places in the form must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned herein.

Proposal must be signed by the Bidder in accordance with the directions on the form and must be enclosed in a sealed envelope, plainly identified with the name and address of the Bidder. A label identifying the date and solicitation identification should be in the lower left-hand corner.

In addition, a copy of the completed bid form shall be emailed to Elevator TCI by 10:00 AM on October 11<sup>th</sup>, 2018.

## **INSTRUCTIONS TO BIDDERS**

### **A. PROPOSAL INFORMATION**

1. Firm lump sum for all work specified. Price to be firm for 90 days from bid date.

### **B. QUALIFICATIONS OF BIDDER**

1. Any Bidder, after opening of bids and before the award of contract, upon request by the Owner's Representative, shall furnish satisfactory evidence that he has had previous experience and possesses an adequate plant, financial resources and organization to perform the type and quality of work specified and to complete project within the time specified. An Owner's Representative shall have the right to make an award to the Bidder with the ability and equipment to best perform the requirements of these specifications.

### **C. EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS**

1. Bidder shall carefully examine the existing equipment and make all necessary investigations required to thoroughly and fully understand the facilities for delivering materials and equipment.
2. Each Bidder shall examine specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed will be accepted as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself prior to bidding, including increased costs which may occur during the contract period.
3. When tendering proposal, Bidder shall give written notice to Owner's Representative of any materials or apparatus, which is in violation of laws or ordinances, rules or regulations of all authorities having jurisdiction. If Bidder fails to give such written notice, it shall be assumed that he has included the cost to remedy all such items in his proposal and he will be held responsible for satisfactory functioning and approval of entire installation without extra compensation.

### **D. EXPLANATIONS AND ADDENDA**

1. Any Bidder in doubt as to the true meaning of any part of the specifications or other proposed contract documents shall submit to Owner's Representative a written request for an interpretation thereof. Any interpretation of the proposal documents shall be made only by an addendum duly issued. A copy of such addendum shall be mailed, faxed or delivered to each Bidder.

Any addendum issued up to and including the bid date shall be included in the bid price and any subsequent resulting contract.

Any verbal information obtained from or statements made by the representatives of the Owner at the time of examination of the documents or site shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all Bidders shall become part of the contract.



The maintenance pricing will be part of the project but paid monthly during both the interim period and the warranty period. The invoice shall be sent after each month's service is performed. The maintenance will be according to the A-17.1 section 8.6 Codes applicable to this project.

E. REJECTION OF BIDS

1. The Owner's Representative reserves and has the right to reject any or all bids, waiving of formalities and awarding of any bid.

F. SUBSTITUTION OF MATERIAL OR EQUIPMENT

1. All Bidders must submit their proposals in strict accordance with materials mentioned in the specifications as their base bid.
2. Bidders may submit substitutions if approved by the [Empire Apartments](#) representative based on materials or equipment other than that specified by name in the specifications.
3. **All substitutions and alternates must be submitted as a voluntary alternate to the base bid.** In no event, can substitutions or alternates be submitted unless a separate bid is also submitted in strict conformance with the specifications.
4. Bidder must state alternate's name, manufacture, type or brand of material or equipment and deduction from base bid with his proposal.
5. Substitute materials or equipment must meet all requirements as to type, quality, and function as that originally specified.
6. Acceptance of a substitute article, material or piece of equipment, shall be subject to approval. Bidder shall submit upon request, complete engineering data to indicate comparable quality, design, and efficiency of alternate.

G. FORM OF PROPOSAL

1. All bids shall be submitted in the form of proposal attached hereto.

H. ASSIGNMENTS

1. The Bidder selected to do the work set forth herein shall not assign all or any part of said work without prior approvals of the Owner's Representative.

**BID FORM**

TO: Owner's Representative/Consultant  
Elevator TCI  
Greg Gehring  
8009 61<sup>st</sup> Ave N  
Minneapolis, MN 55428

Project  
Empire Apartments  
Elevator Control Upgrade

**GENTLEMEN:**

In submitting this bid, the Bidder declares that he is the only person interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation.

The Bidder also hereby declares that he has carefully examined the specifications and form of proposal, and that he has personally inspected the actual location of the work together with the sources of supply, has satisfied himself as to all the quantities and conditions and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The Bidder further understands and agrees he is to furnish and provide all the necessary material, machinery, implements, tools, labor, services and conditions to complete the work in accordance with the specifications which are a part of this proposal.

The undersigned, \_\_\_\_\_  
(Name of Bidder)

of \_\_\_\_\_  
(Contractor)

Having carefully examined the invitation to bid, instructions to Bidders and technical specifications including all addenda listed herein, as well as the premises and conditions affecting the work, proposes to furnish all material, and labor necessary for the entire work and submit the following:

**THIS PROPOSAL IS IRREVOCABLE FOR 90 DAYS.**

This proposal cannot be altered or reworded for 90 days from the date of opening bids.

**FORM OF PROPOSAL**

**A. CONTRACT PRICES:**

Base Bid Controller Equipment Upgrade per specs,

\$ \_\_\_\_\_

Warranty Maintenance–12 months @ \_\_\_\_\_ =

\$ \_\_\_\_\_

Starts when last elevator is turned over for normal use after the modernization is substantially completed and accepted.

Grand Total-----  
(Add Base Bid and Warranty Maintenance)

\$ \_\_\_\_\_

**B. INTERIM MAINTENANCE:**

Identify the cost per unit / per month from the notice to proceed to the start of the warranty period. Not included in the base bid amount / for information only

\$ \_\_\_\_\_

**C. ALTERNATES:**

Alternates as applicable and defined in Scope of Work

Alternate No. 1 **N/A**

\$ \_\_\_\_\_

**D. EXTENDED / PREVENTATIVE MAINTENANCE**

**Three-year, Full service contract**

\$ \_\_\_\_\_ / mo.

**E. ADDENDA**

The following addenda to the specifications have been received by the undersigned:

ADDENDUM NO.

DATE

\_\_\_\_\_

\_\_\_\_\_

**PRICE ADJUSTMENT CLAUSE**

If any change orders occur during the modernization or the included maintenance of the project, the cost shall be based on the identified rates below. Base rates for the above contract price are:

Labor Rate Including		
<u>Fringe Benefits Applicable:</u>	<u>Rate</u>	<u>Date</u>
<hr/>		
<u>Producer Price Index:</u>	<u>Rate</u>	<u>Date</u>
<hr/>		

If work in accordance with the Maintenance Specifications is requested by the Owner to be completed on overtime, the Owner will pay only the difference between normal and overtime labor (premium portion) at the hourly rates indicated hereafter:

	<u>Team</u>	<u>Mechanic</u>	<u>Helper</u>
Bonus Time Rate	_____	_____	_____
Double Time:	_____	_____	_____
Holiday	_____	_____	_____

If work is required outside the scope of this agreement, the Owner will pay for labor at the hourly rates indicated hereafter:

	<u>Team</u>	<u>Mechanic</u>	<u>Helper</u>
Straight Time:	_____	_____	_____
Time and Seven / tenths (Add)	_____	_____	_____
Double Time:	_____	_____	_____
Holiday	_____	_____	_____

In addition, should parts or materials be needed for work outside the scope of this contract, these shall be billed by the Contractor at a maximum of cost plus 10 % under the AIA guidelines. Owner has the right to verify cost through proper documentation by Contractor.

**NOTICE:**

Section 12.25 **Minnesota Report on Jobs Requirement.** Pursuant to Minnesota Statute 16A.633, Subdivision 4 (MN Laws of 2012 Chapter 293, Section 28), the Borrower shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment VI** of the Agreement, to the Commissioner. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

**NAME OF CONTRACTOR**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

ELEVATOR MODERNIZATION  
EMPIRE APARTMENTS

SECTION 01010

SUMMARY OF WORK AND SPECIAL REQUIREMENTS

**PART 1 GENERAL**

1.1 GENERAL SUMMARY OF WORK AND ADDITIONAL DEFINITIONS

A. Owner: St. Cloud HRA

The Owner's representative is: Elevator TCI.

Their representative; Greg Gehring, phone (651) 335-6624, and e-mail address is [greg@elevatortci.com](mailto:greg@elevatortci.com).

B. Elevator Consultant: Elevator Technical Consulting, Inc.

Phone 612 999 1182, Representatives are:

Greg Office (612) - 999-1182, Cell (651)-335-6624, Email [greg@elevatortci.com](mailto:greg@elevatortci.com);

C. Project Location: Empire Apartments 45 4<sup>th</sup> Avenue N. St. Cloud, Minnesota.56301

D. General Scope: The project consists of modernization and renovation of Two (2) elevators within the building. Mechanical and electrical alterations will be done as part of this contract for code compliance with the AHJ interpretations of the ASME 17.1 Safety Code for Elevators and Escalators. The Elevator Contractor shall act as the prime contractor.

1. Work Included: Provide labor, materials, articles, equipment, incidentals, items, tools services, supplies, methods, operations, skills in such quantities as may be necessary to complete project within intent of the Contract Documents. Singular notations shall be considered plural where plural application is reasonably inferable. Mention or indication of extent of work under any work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that Division or Section.

E. Construction Contract: the modernization will be accomplished under a single Prime Contract including General construction, mechanical and electrical work.

F. Coordination: The Project will require close cooperation and coordination with Owner, the elevator modernization Contractor and the mechanical and electrical Subcontractors. The Contractor shall: consider such coordination in his work; schedule the Work with subcontractors and the Owner, particularly near the end of the Project, keep the Owner advised of his schedule to complete the Work.

G. Examination of site and Documents: In submitting a bid and in accepting a Contract award, the contractor represents he has examined the site, existing conditions as well as the entire set of documents, in accordance with the General conditions and agrees to be bound by all conditions of the site, existing conditions and all documents, without additional cost.

- H. Construction Limits: Except as specifically indicated or as may be necessary to complete the work under the contract, activities of the contract shall be limited to within the Owner's property lines.

## 1.2 SUBCONTRACTORS

- A. The Elevator Modernization Contractor shall not award any work to any Subcontractor without prior approval of ETCL.

## 1.3 USE BY OWNER

- A. The Owner reserves the right to let other contracts in connection with this Project or in connection with existing buildings. This Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work.
- B. The Owner reserves the right to jointly occupy the premises with the Contractor in the performance of his duties and functions. Contractor shall coordinate work with the Owner and cooperate with the Owner to minimize undue interference.
- C. If any part or the entire Project is substantially complete or ready for use, the Owner may, upon notice to the Contractor, and without prejudice to any of the rights of the Owner or Contractors, enter into and make use of the work that is substantially complete.

## 1.4 MAINTAINING SERVICES AND FUNCTIONS

- A. General: Throughout the construction period there shall be minimum disturbance and disruption to the Owner's operations. The Elevator Modernization Contractor and Subcontractors shall be aware of these requirements and objectives. The Contractor shall conduct the work and develop his detailed schedule to meet these requirements and objectives.
- B. Work at Occupied Facilities: See other portions of the Contract for special requirements, if any.

END OF SECTION

## SECTION 01040

### COORDINATION

#### PART 1 GENERAL

##### 1.1 REQUIREMENTS

- A. The Elevator Modernization Contractor shall be responsible for the coordination of all work essential to maintaining continuous elevator operation throughout the contract period and to maintain safe and orderly conditions in the construction site.
- B. On-site working hours are to 8:00 a.m. to 4:30 p.m. unless prior approval is granted by the Owner and/or Owner's representative.
- C. Efforts shall be made to limit the noise levels during the early morning hours. The Contractor shall cooperate with the Owner's representative to determine the best times and opportunities to perform the work needed for completion of the project that produce or warrant excessive noise.

END OF SECTION



## SECTION 01045

### CUTTING AND PATCHING

#### PART 1 GENERAL

##### 1.1 WORK INCLUDED

- A. Refer to the General and Special Conditions of the Contract for special requirements, protection, constraints, timing of work, scheduling of work, enclosures and similar requirements, if any, related to this Section.
- B. This Section covers cutting, demolition, removal work, patching and restoration of work as necessary accomplish and complete all work under the Contract.

##### 1.2 GENERAL REQUIREMENTS

- A. Accomplish all work of cutting, removal, demolition, relocation, patching and other restoration by using only mechanics skilled in the trade. If necessary, sublet the work to skilled contractors or subcontractors. The contractor will responsible for the final finish: painting and/or wall paper.
- B. The Contractor shall coordinate all work of this Section with all subcontractors so the work will progress without interruption and minimum delays. The Contractor shall coordinate and schedule the work with the Owner where possible disturbance may occur and where relocations or other potential disruptions of the Owner's functions and services may occur. All work affection the Owner's functions and services shall be performed at times acceptable to the Owner.
- C. The Contractor shall be fully responsible for the safety of the existing buildings and personnel, as well as new construction as a result of work, procedures, operations or activities of this contract.
- D. Where the work of removals, demolition, cutting and similar work involves structural consideration, extreme care shall be exercised to avoid damage and preserve the safety of the structure and all personnel. The Contractor shall utilize (employing if necessary) competent and qualified technical assistance to develop safe methods and techniques to accomplish the work, including for temporary shoring and supports, methods of removal and other considerations. All permanent or temporary supports shall be so designed and placed by considering all loads and shall be carried down to sound bearing.
- E. Where the work of removals, demolition, cutting and similar work involves possible hazardous substances and/or harmful physical agents, such as asbestos fibers, notify the Owner's Representative' immediately and the Owner's Representative will promptly have the suspect material tested and abated if necessary.

#### PART 2 - DISPOSITION OF MATERIALS

##### 2.1 SALVAGE MATERIALS

Remove salvage materials in a manner that will avoid damage to materials or equipment that will remain. Do not allow refuse to accumulate. Completely remove and legally dispose away from the site on a daily basis.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching
- B. After uncovering, inspect conditions affection performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

### 3.2 TEMPORARY PROTECTION

- A. Provide temporary bracing, shoring, needling and support during demolition, cutting, remodeling and related new construction as necessary for the execution of the Work and the protection of persons and property.
- B. Provide protective coverings and enclosures necessary to prevent damage to existing spaces and materials to remain.
- C. Provide dustproof temporary enclosures separating areas under demolition and remodeling from the remainder of the building.

### 3.3 DEMOLITION AND CUTTING

- A. Demolish and remove existing construction indicated or required. Where new Work is to be installed in or adjacent to existing construction or existing work is to be replaced, remove or cut the existing construction as necessary to complete the Work of the Project.
- B. Existing construction that is to remain that becomes loose, cracked, or otherwise damaged or defaced as a result of the Work and is unsuitable for use intended shall be removed and replaced at no additional cost to the Owner.
- C. Thoroughly clean demolition areas to existing condition and remove debris, waste and rubbish from the building at the conclusion of each day's work.

### 3.4 PATCHING, REMODELING, REPLACEMENTS AND RESTORATION

- A. Patch or otherwise restore disturbed existing construction as indicated and or as otherwise required to restore the work and surfaces. Patching or restoration shall be carried to natural breaks (i.e., corners) wherever possible. Prime and paint surfaces affected to match existing area. Repair any damage to existing construction that is to remain.

- B. Patching work shall be done by skilled mechanics experienced in the particular type of work involved. Patching work shall conform to the standards of the Specifications where applicable and where not specified, work shall conform to the highest standards of the trade.

### 3.6 MECHANICAL AND ELECTRICAL WORK EXPOSED

- A. Where unknown mechanical piping, ductwork or electrical conduit is exposed, the removal or rerouting shall be accomplished as applicable. Locate mechanical and electrical work where directed and connect to maintain all functions in proper operation.
- B. Accomplish removals, capping or otherwise termination services which are abandoned or need to be abandoned, and rerouting of mechanical and electrical work without additional cost to the Owner, whether shown or noted on drawings or otherwise encountered.

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1. GENERAL REQUIREMENTS

- A. The nature of the Project requires careful and efficient planning to facilitate an orderly completion process. The Contractor shall organize and schedule a coordinated completion process to perform the work efficiently and diligently.
- B. After substantial completion, the Contractor shall continue to diligently prosecute all remaining work in an organized, efficient manner.

#### PART 2 – PROJECT CLOSEOUT

##### 2.1 REQUIREMENTS SPECIFIED ELSEWHERE

- A. Insurance: Refer to the General and Special Conditions.
  - 1. Upon completion of the work and written acceptance by the Owner, provide a Certificate of Insurance that indicates the specified Completed Operations insurance will be provided a minimum of one year after the Owner's acceptance of the entire Project.
- B. Supplemental Agreements: All supplemental agreements shall be resolved prior to final payment, including the adjustment of any allowances.
- C. Guarantees – Warranties:
  - 1. In addition to the general guarantee, provide all written guarantees specified in the technical sections of the Specifications. Where the guarantee terms are included in the Specifications or a specific guarantee is referenced, submit guarantee in the specified form. Submit guarantees prior to final payment. The Contractor shall provide a checklist of required guarantees, by section numbers.
- D. Test Reports and Certificates: Provide all test reports and certificates required in the technical sections prior to final payment. Provide a checklist of required reports and certificates, by Specifications sections.
- E. Retention of Records: Retain all records as required by law and good business practice.
- F. Deliver the Owner's Copies to the Elevator Consultant upon final Completion of the Project. Review the set with the Elevator Consultant to clarify or explain changes that may be necessary.
- G. Temporary Utilities: Remove all temporary facilities and utilities as the job progress permits.

- H. Sanitary Facilities: Owner shall designate one toilet facility for each sex and make available for Contractor's employees during construction.
- I. Identification of Equipment: Prior to Substantial Completion, the Contractor shall provide the identification tags or plates, or other identification means, as specified under the Technical Sections of the Specifications, such as at controllers, crossheads, buffers and code required items. Plates with directions, circuit data and similar information shall also be affixed.

## 2.2 INSTRUCTIONS TO THE OWNER

- A. Requirements herein supplement any specific requirements provided under individual specification sections. The Contractor shall thoroughly and properly instruct the Owner in the use, operation, care and maintenance of various systems and equipment installed under the Contract. The instructions shall be methodically given and cover in sufficient detail so Owner fully understands the entire Work.
- B. The Contractor shall permit and assist designated representatives of the Owner to become familiar with the locations, methods, materials, uses and operation of the systems and equipment, as well as any specialized materials installed under his/her Contract. The training shall be provided by qualified representatives of the Contractors.
- C. As work nears completion, the Contractor shall instruct (and demonstrate to) the Owner in the full use, operation, sequence or function and similar information to fully acquaint the Owner in the proper use, care and control of all equipment, systems and devices under the Contract. Precautionary measures and dangers of misuse shall specifically be explained. To qualify for completion of this section of instructions, specific and agreed upon periods of time shall be established with the Owner and the Owner will record length of time and number of days spent in the instructions.
- D. When the foregoing instructions are being provided, the Contractor shall provide two copies of neatly edited and typed manuals of instructions, organized by classes or types of equipment and systems, to explain the use, function and control of equipment a systems. Printed information shall cover all instructions and explanations and shall enumerate common errors made, which will "abuse" the equipment or system. Contractor shall keep and turn over to Owner, clean installation data and pamphlets, which are not to be left at the equipment, but collected and put in the manuals. Manuals shall also include maintenance instructions, noting the recommended frequency and type of the various maintenance procedures.
- E. Instructions specified herein shall be provided before acceptance of Project and before final payment is made. The Contractor shall be alert to collect information and data in advance of completion so that complete manuals are provided in sufficient time to permit review prior to the time for final payment.
- F. Not required will be such normal matters of routine as cleaning of normal floor and wall finishes; maintenance of light fixtures; cleaning of radiation covers; hardware maintenance; and similar housekeeping matters.

## 2.3 SYSTEMS AND EQUIPMENT TESTING

- A. The Contractor is responsible for testing all equipment and systems and demonstrating they are correctly installed and operating properly. Provide a written record of the tests and the results.
- B. After operation and testing of the systems, instruct the Owner's representatives, as designated by the Owner.

#### 2.4 CLEAN-UP

- A. Refer to the Special Conditions of the Contract for requirements of cleaning during construction. Contractor shall be responsible for cleaning the materials and equipment and the removal (hauling away) of all debris, cartons, crates, surplus materials and maintaining work neat and orderly on a regular basis.
- B. The general "final" cleaning shall be accomplished just prior to the inspection for Substantial Completion and occupancy, typically within the week prior to the inspection. Cleaning shall be planned and organized to avoid working in spaces after they have been cleaned.
- C. The following requirements are a general guide to the required cleaning; do not construe as a complete description of all the cleaning required, as the work of the entire Project shall be thoroughly cleaned, including cleaning required under other sections. As an area is cleaned, remove the accumulated dust, dirt and debris.
- D. Thoroughly clean the materials, equipment or other items. Cleaning shall be done by appropriate methods (scrubbing, washing, damp mopping, dusting, vacuuming) to leave surfaces, areas, spaces and interiors free from stains, discoloration, oil, grease, dirt, dust or other soil to leave the work in a clean and streak-free condition, except for floors and walls where "broom" clean is later specified. Remove labels, except those that are necessary to leave for the proper use of the equipment or item, or have data and characteristics that are necessary to leave.
- E. The Elevator Contractor shall clean the interiors of cabinets, panel boards and other equipment provided under his/her Contract.
- F. At equipment rooms (including rooms such as elevator equipment rooms), the Contractor shall clean the spaces to "broom clean" condition and paint the floors, machines and related equipment.
- G. At normally occupied areas, service areas, passages and corridors and similar spaces, clean all new work to the "thoroughly clean" condition previously specified on a daily basis; provide floors (including concrete) that are free of stains and discoloration, as required to turn the Project over to the Owner in a new, well maintained building condition, ready for full use and occupancy.
- H. Cleaning required by subsequent work done after Substantial Completion shall be accomplished prior to Final Completion.

END OF SECTION

## SECTION 01800

### ELEVATOR MAINTENANCE

#### PART 1 – INCLUDED WITH MODERNIZATION CONTRACT

Note: A full maintenance contract will be attached to the project requirements. The contract will be provided by Elevator TCI and include the normal documentation and compliance normally associated with ETCI contract language.

- 1.1 Contractor shall furnish maintenance on all equipment described herein for a period from notice to proceed until 12 months following final acceptance of all equipment. The maintenance shall include systematic examination, adjustment and lubrication of all equipment.
- 1.2 Provide Regular hour emergency callbacks at no additional cost to the Owner. Respond to callbacks within two hours after request is received. No elevator shall be out of service for more than three hours without informing the owner. O.T. Callbacks charged for Premium portion only.
- 1.3 Provide maintenance logbook. Record all maintenance, callbacks and repair work completed. Logbook shall be kept in Machine Room Per code.
- 1.4 All work required off site shall be performed at priority level, with no additional cost to Owner.
- 1.5 All maintenance work shall be performed by competent personnel under the supervision and in direct employ of the Elevator Contractor.
- 1.6 Maintenance shall be performed monthly per elevator.
- 1.7 The Contractor shall maintain adjustments of the elevator equipment as indicated in the Specification Sections.
- 1.8 Response time for callbacks shall be two hours, and, if persons are trapped, one hour.
- 1.9 If any callback is due to vandalism, Contractor shall submit a written report to the Owner detailing the cause of the callback

#### PART 2 – ACCEPTANCE FOR TEMPORARY USE

- 2.1 The Elevator Modernization Contractor's temporary acceptance form provisions must be acceptable to the Owner. The accepted form will be signed prior to use by any party other than the Prime Contractor.

END OF SECTION

TECHNICAL SPECIFICATIONS  
FOR

EMPIRE APARTMENTS

ELEVATOR  
MODERNIZATION

ELEVATOR CONSULTANT:  
ELEVATOR TCI.

**EMPIRE APARTMENTS ELEVATOR UPGRADE**



# **Part 1      General:**

## **1.01    SCOPE OF WORK**

Complete modernization and upgrade of Two (2) existing traction elevators.

Includes the Replacement of the drive machines, new door equipment, controllers, cab upgrades, related equipment to comply with prevailing code and the intent and scope of the specifications

- A. Provide all equipment, material and labor to required or specified to satisfactorily complete the modernization and comply with all applicable codes.
- B. Remove and dispose of all material and equipment not retained.
- C. Provide elevator maintenance as specified. This will be an addendum to the award documents and provided at the time of award or prior to the warranty maintenance starting.

## **1.02    ASSOCIATED SECTIONS AND DOCUMENTS**

- A. For work under this contract, the Contractor is referred to the instructions to Bidders, form of proposal, and all amendments and addenda thereto, all of which are hereby made part of this contract.
- B. The Contractor shall be subject to the “General Conditions of the Contract” of the American Institute (AIA) Document A201, Latest Edition, which shall form a part of this specification except as otherwise herein provided.

## **1.03    DESCRIPTION OF WORK**

- A. The extent of work to be performed shall include all labor, equipment, material and services necessary to fully comply with these specifications. All work shall pertain to these elevators unless otherwise noted.

## **1.04    INTENT**

- A. Intent of these specifications is to cover the specified work complete and operable in every respect. It is not intended to give every detail in the specifications. Owner will not be responsible for any detail the Contractor may require to satisfy the prevailing code authorities or to provide a complete installation. Furnish all material and equipment usually furnished with such systems and/or needed to make a complete and safe operating installation, whether specifically mentioned or not.
- B. All material and equipment furnished shall be new and in like new condition or when modified, replaced with equipment or refurbished to first class condition.
- C. Owner’s interpretation of specifications shall be final and binding upon Bidder.

## **1.05    QUALITY ASSURANCE**

- A. Installer Qualifications: Pre-approval needed
- B. Acceptable system manufacturers are listed as follows: No other substitution will be accepted unless approval is given before date of bid.

GAL MOVFR Door Equipment  
Innovation Fixtures,

Hollister Whitney , Imperial Machines,

- C. Regulatory Requirements: All work shall comply with current governing local codes.
- D. Standards: Except as modified by local governing codes and by this section, new work shall comply with provisions of the following, and in the event of conflict between these standards, the most stringent standard shall be used.

ASME:

American National Standard Safety Code, A17.1-2010 and all adopted supplements.

American National Standards Practice for the Inspection of Elevators, Escalators and Moving Walks Inspectors Manual A17.2, Latest Edition.

ASME A17.3 Latest adopted version.

ASME 17.5, Latest adopted version

ASTM: American Society for Testing and Material

AWS: American Welding Society

CS: Commercial Standard U.S. Department of Commerce

UBC: United Building Code

IBC: International Building Code as adopted by the AHJ

CSA: Canadian Standards Association.

IEEE: Institute of Electronic and Electrical Engineers.

NEC: National Electrical Code

NEMA: National Electrical Manufacturers Association

NFPA: National Fire Protection Association

NBS: National Bureau of Standards

OSHA: Occupational Safety and Health Administration

UL: Underwriters Laboratories.

#### 1.06 LAWS AND PERMITS

- A. Contractor shall comply with all federal, state and municipal laws and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to the Owner before requesting final or beneficial use acceptance. The Contractor shall pay all late fees and penalties if assessed by the AHJ.

#### 1.07 CONFLICTS

- A. Should it appear that there is real or apparent discrepancy between different sections of specifications concerning nature, quality or extent of work to be furnished, it shall be assumed that Contractor has based his bid on completing the work in a more stringent manner. Final decision(s) will rest with the Owner after all the facts have been properly submitted and been reviewed. All submittals shall be electronic or written out including all appropriate material data sheets if required.

#### 1.08 SUBMITTALS

- A. Contractor shall submit three sets of blue line shop drawings for equipment layout, fixtures drawings, catalogs and catalog data of all new equipment to be provided. They may also be submitted as a jpeg electronic file.
- B. Within two weeks of approvals, submit three sets of prints of approved shop drawings

and a complete delivery schedule electronically or in a printed format.

- C. All submittals shall be on dates sufficiently in advance of job progress requirements to afford ample time for checking, and no claim for extension of contract time will be granted the Contractor by reason of his failure to comply with this request. All submittals shall be complete and shall contain all required and detailed information.
- D. Contractor shall check all submittals for conformity with contract specifications and correct any errors, omissions or deviations before transmittal. Specifications, catalogs, etc., submitted for approval shall be properly labeled indicating specific service for which material or equipment is to be used, Manufacturer's name and name of job. Catalogs, pamphlets or other documents submitted to describe items on which approval is being required should be specific. Identification of item submitted shall be clearly made in ink. Data of general nature will not be accepted.
- E. Contractor shall be responsible for correct quantities, dimensions, design of adequate connections, details for satisfactory construction of all work and furnishing of materials for work required by the intent of the contract documents, even if not indicated on submittals that have been approved by Owner or authorized representative.
- F. Owner or authorized representative shall check drawings for design only and approval of drawings, schedules, and catalogs shall not be construed as a complete check and shall not relieve Contractor of his responsibilities as stated above.
- G. If submittals differ from requirements of contract documents, Contractor shall make specific mention of such difference in his letter of transmittal with a request for substitution, together with his reasons for same in order that, if acceptable, suitable action may be taken for proper adjustment. It is understood and agreed that specific written approval of substitute materials and/or methods is required before Contractor can proceed with a substitution.
- H. No material shall be delivered until Contractor has obtained written approval of shop drawings and other data enumerated above. Should materials or equipment be delivered before required approval, Contractor shall be liable for its removal and replacement at no charge, if material or equipment does not meet intent of documents.
- I. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated the shop drawings and samples with the requirements of the work of the contract documents.
- J. Prior to the final acceptance, submit three (3) copies of the following bound manuals to Elevator TCI. The Consultant shall forward unto the Owner's Representative after review.
  - 1. Operating Instructions: Printed or typewritten literature describing the function and operation of all controls.
  - 2. Maintenance Instructions / Check chart: Printed or typewritten schedules of all required maintenance procedures.
  - 3. Wiring Diagrams: Full size, ladder type, complete, "as built" wiring and single line diagrams showing the new and revised electrical connections, functions and sequence of operation of apparatus connected with the elevators, both in the machine room and in the hoistway, shall be furnished in duplicate for each elevator at the time of final inspection and acceptance. Coded diagrams are not acceptable.
  - 4. Adjusting instructions of all equipment including brake, controls, selector devices, motor control, door operator, roller guides and all other equipment installed or modified as part of these specifications.

## 1.09 GUARANTEE

- A. Contractor shall guarantee, in writing to Owner, at completion of the contract, all work installed to be free from any and all defects in workmanship and/or materials and that all apparatus will develop capabilities and characteristics specified and that if, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will remedy them without any additional cost to the Owner. Should the Contractor fail to remedy such defects within a reasonable length of time, or within 10 working days whichever is longer, the Owner may have such work performed and charge all costs to Contractor.

#### 1.10 TESTS

- A. Conduct tests and adjustment of equipment as specified or necessary to verify performance requirements as required by the ASME A17.1 Safety Code for Elevators and Escalators.
- B. Upon completion and full operation of all equipment, completely test all the units for the governing authorities and for compliance with the requirements of the contract documents. All necessary equipment for testing and cost involved shall be included as part of this contract. All tests shall be performed in accordance with the requirements of ANSI A17.2 and Applicable Codes. These tests shall include a full load safety test. The full load test if witnessed by the Prevailing Code Authorities will not be subject to re-testing for the consultant. A copy of a successful test report for each elevator is required to be posted in the machine room within a plastic sleeve per elevator on the machine room door.
- C. If a turnover and 6 month warranty maintenance inspection or audit by the Consultant shows that the new equipment is in any way defective, of poor workmanship, at variance with the requirements of the contract documents, dangerous or objectionable in operation, the Contractor shall make all necessary changes and remedy all defects at this expense, to the satisfaction of the Owner and also pay for the expenses of all subsequent inspections and tests until all equipment is acceptable.
- D. Upon completion of satisfactory tests, secure and furnish to the Owner certificates from all departments having jurisdiction that the elevators and related equipment have been inspected and approved.

#### 1.11 CONDUCT AT SITE

Personnel shall be instructed to refrain from un-workman like conduct while on the job. All personnel shall comply with the facilities rules and regulations. It is up to the Contractor's supervision to be informed and informative to their personnel and representatives of facility regulations and requirements.

#### 1.12 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- B. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All employees on the project and all other persons affected thereby.
  - 2. All the work, all materials and equipment to be incorporated therein, whether in storage on or off the site or under the care, custody or control of subcontractors.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority and construction management organization having jurisdiction over the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and

protection, including posting of danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.

- D. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damages, injury or loss.
- E. The Contractor shall protect floors, walls, and other surfaces from damage during the course of their work. All damaged surfaces shall be restored to the pre-existing condition. Failure by the Contractor to do so may result in the Owner having all restorations made, and charging all costs to the Contractor

## 1.2 IMPROVEMENTS / EQUIPMENT ----- DATA OUTLINE

ID. OF ELEVATOR: Elevator 1----- City # 01641  
Elevator 2----- City # 01642

TYPE: Duplex Selective Collective  
Existing Dover MCE

CAPACITY: LBS, #1-1500 LBS #2-2500

SPEED: 200 FPM

LANDINGS: 13 In Line Front Car 1, and 15 Front and Rear Car #2

OPENINGS: #1 \*G, 2, 3, 4, 5, 6, 7 8, 9, 10  
#2 \*G, GR, 2, 3, 4, 5, 6, 7, 8, 9, 10

TRAVEL: FIELD VERIFY ---

CONTROL: Specified New GAL, MCE or Equivalent  
**INCLUDE REGENERATIVE DRIVES**

MACHINES: Existing Geared / Overhead  
**Replace / NEW GEARLESS**

ENTRANCES: Existing tracks shall be replaced  
New fire retainers per door, two door Gibbs per door  
Replace all hanger rollers each landing  
Lunar key holes and lock devices as needed

BRAILLE: Install new at 60 inches to center on all entrances

DOOR OPERATION: Specified New GAL MOVFR complete.  
New Locks per landing,  
New gate switch, new car doors per elevator

HALL BUTTONS: Keep current Riser, new fixtures

POSITION IND. New 2" digital at main floor lobby, new 2" digital within car operating panels.

POWER SUPPLY: Volts, Field Verify

LIGHTING SUPPLY: 120V 1PH 60HZ

MAINTENANCE: Warranty and Warranty maintenance on parts and labor 1 year.  
Interim maintenance from notice to proceed through project. Warranty of project starts when last elevator is turned over for normal use with new controls.

Install or Replace the following elevator equipment:

- Machines.

- Controllers

- Selector Devices

- Hoist Motors

- Governors, pit tension sheaves

- Door operators, hanger rollers, interlocks, Gibbs, fire retainers, linkage

- Traveling cables

- Top and Add Bottom access key switches to match car operating panel style.

- Car top inspection stations

- New Car Operating Panels with a push to talk programmable phone assemblies

- Car and Counterweight roller guides

Following shall be retained and refurbished:

- Limit switches as Contractor option

Following shall be removed and properly disposed of:

- All replaced equipment

## **PART 2 PRODUCTS:**

### **PRE- APPROVED PRODUCTS**

Door Equipment  
Fixtures  
Roller Guides  
Controllers  
Machines

GAL MOVFR  
Innovation  
ElSCO, or Equivalent  
GAL MCE or Equivalent  
New



## **PART THREE EXECUTION:**

### **HOISTWAY EQUIPMENT**

#### **RAILS – CAR**

Main and counterweight guide rails and brackets shall be cleaned as needed.

#### **BUFFERS**

The existing buffers shall be refurbished to like new condition. This includes minimum requirements of the replacement of the oil, seals as needed

#### **GOVERNORS (New)**

The governors shall be replaced with new.

#### **GOVERNOR PIT SHEAVES**

The tension sheave will be replaced with the appropriate sheave size of the new governor.

#### **GOVERNOR ROPES**

The governor ropes shall be replaced and shall be of proper size to meet the diameter multiplier requirement and safety factor of the American Standard Safety Code.

#### **HOIST ROPES**

Replace the hoist ropes. New wedge style shackles shall be provided at both ends with springs on at least one end.

#### **CABLE COMPENSATION IF REQUIRED TO MEET SPECIFICATIONS**

The existing chains, if present, shall be replaced with Whisperflex of comparable size and weight if needed. New guides shall be installed off the counterweight rails in the pit to properly guide or prohibit excessive swinging of the chains. The guides shall be quieting style units and surround the chain. Additional Whisperflex chain may be provided if required to meet the speed and capacity requirements with the new controls.

#### **MACHINE BEAMS / DIVIDER BEAMS**

The existing beams are intended to be reused.

The divider and overhead beams shall be cleaned of all rust and oil.

#### **CAR SLINGS**

The existing car sling frame to support the elevator platform and enclosure shall be checked for rust, cleaned and painted as needed with a high grade of enamel where it is practical to reach and appropriate to paint.

#### **SAFETIES**

The safety devices shall be retained and refurbished If shown to meet code.

## ASCENDING PROTECTION

Provide and install ascending protection. This may involve a sheave gripper, rope gripper or counterweight safeties.

## PLATFORMS

The platforms shall comply with all the current code requirements. The underside of the platform shall be properly fireproofed. The existing isolation pads on which the platforms rest will be replaced

## ROLLER GUIDES

The existing roller guides shall be replaced with new.

## PIT LADDERS (IF Required)

Pit ladders may be retained and modified as needed to satisfy code.

## COUNTERWEIGHT

The elevator shall be suitably counterbalanced for smooth and efficient operation

## HOISTWAY DOOR HANGERS & TRACKS

Door tracks shall be replaced for each hoistway door, and all the hanger rollers shall be replaced as specified to comply with prevailing code requirements. This includes the additional fire retainer or stop per hanger be installed. The stop clips shall be installed if missing to prevent the doors from going off the end of the track.

## HOISTWAY DOOR INTERLOCKS

Interlocks shall be replaced at each hoistway entrance

## UNLOCKING DEVICES

Emergency devices and lunar keys for opening the hoistway doors from the landing shall be provided in accordance with code requirements.

## DOOR CLOSERS

The new equipment can utilize either Spirators or sill spring closures. The existing Spirators can be reused if they can comply with the closing requirements.

## HOISTWAY ACCESS

Per Code. New key operated switches shall be furnished adjacent to the jamb at top and bottom floor for hoistway access to match the car operating panel's manufactured style.

## CAR TOP INSPECTION

A new code compliant inspection station shall be provided on the crosshead of the car accessible from the entrance area. If not accessible, an additional stop switch shall be located on the door operator assembly for compliant access.

## WIRING

All necessary wiring for proper operation of all equipment shall be installed conforms to the requirements of the applicable electrical codes including the latest versions of the NEC and ASME 17.5. All wiring in the machine room shall be of proper size and type for equipment furnished. Spare wires are to be provided for the features of the fire panel and any related items.

## TRAVELING CABLES

New traveling cables of adequate number of conductors shall be Cables shall contain #14 gauge wires for cab lighting, cab ventilation, door protection power supply and a separate feed for the ground fault receptacles. Traveling cables shall contain a minimum of four (4) shielded and jacketed pairs which results in at least two spare twisted pairs after all wiring is completed including the fire speakers. A minimum of one Coax cable per elevator will be required within the traveling cables for future use. This Coax cable shall be terminated on the car top in a suitable electrical box, label the cover, camera. And the other end will be terminated on the ductwork in the machine room in another electrical box marked camera. Install a 110-volt receptacle in an adjacent box on the car top.

## LIMIT SWITCHES

Normal terminal stopping devices shall be furnished and installed.

## PIT SWITCH

New code compliant stop switches shall be provided for the elevator pits.

## MACHINE ROOM AND EQUIPMENT

### MACHINE

The machines shall be replaced. **NEW GEARLESS**

A new motor shall be installed of proper size and duty. The motor shall have sufficient capacity and have suitable characteristics to match the new control and drive system.

The brake shall be adjusted to the manufacturer's recommended running clearance at the shoes with relationship to the brake pulley.

### TRANSFORMERS / FILTERS

Isolation transformers if needed shall be provided to match the incoming power supply to the controls and motor requirements. They shall be properly fused per code.

Filters shall be provided to limit noise decibels to a maximum 55 dba during normal operation.

Transformers will be provided with code compliant disconnects per code.

### LOAD WEIGHING

Is required on this project.

## CONTROLS

Controller shall be GAL, MCE or equivalent. **REGEN DRIVES INCLUDED**

## ELECTRONIC FLOOR SELECTOR

No vane floor selectors shall be used to provide hoistway position information.

## AUTOMATIC FLOOR STOPPING

Control provided shall be designed to automatically bring the car to a floor landing. The stop shall be smooth without brake application.

A pre signal of the lantern units is required.

## SIGNAL LOGIC MICRO.

The signal logic shall be a Microprocessor based system. All individual car logic and group logic shall be done by utilizing a Microprocessor. The system shall be of manufacturer's latest production design. Prototype systems are not acceptable.

Diagnostic lights shall be clearly visible on solid-state boards. The system shall contain built-in diagnostic capability. No system utilizing removable diagnostic equipment shall be accepted without the diagnostic equipment being furnished to owner as part of the equipment.

## CONTROLLER HARDWARE

The controller will have the required UL or CSA label and conform to all appropriate codes.

## GROUP

A Microprocessor based triplex system shall be furnished.

All dispatching features shall be selected automatically to meet the passenger demand.

The system shall contain but not be limited to the following features:

Dispatch Protection	Predetermined stops in the event of failure of dispatcher
Delayed Car Removal	Removal from group of a delayed car
Program Door Control	Varying door times according to traffic
Independent Service	Removal from group for independent control

The group system shall contain capability of fault diagnostic, traffic statistics, system parameters, test data and traffic mode to be displayed on a machine room monitor.

Lobby-Door-Time - Main floor door times shall be independently field adjustable.

## MONITOR AND DATA

Individual car functions and group functions shall be monitored, displayed on a color monitor, and stored in memory. The system shall have the capability to recall any time segment of the recorded data and display it for viewing on the monitor.

Faults or deviations from normal shall be recorded for diagnostic purposes.

The monitored data shall be summarized and be capable of being recalled to be displayed in graph and chart form on any connected monitor. Print out capabilities for permanent copies shall be available through the printer included in the project.

## DISPATCH PROTECTION

A reserve dispatching feature shall be provided which allows the cars to run for simulated hall calls in

the event of the loss of communications between the individual computers, or the loss of power to the hall call pushbuttons.

When communications is restored or power reconnected to the hall call pushbuttons, the cars shall resume automatic operation.

## FIREMAN SERVICE

The elevators shall be equipped with devices and circuits to provide firefighters service in accordance with current codes and the Prevailing Code Authorities interpretations.

### A. FIRE FIGHTERS SERVICE PHASE -I-OPERATION

Per Code.

### B. FIRE FIGHTERS SERVICE PHASE-II-OPERATION

Per Code

It shall be the responsibility of the elevator contractor to provide the fire emergency lobby box with all keys properly tagged with metal or plastic enclosed tags. Paper tags will not be allowed.

## CAR DOOR EQUIPMENT

### DOOR OPERATOR / GAL MOVFR PRE-APPROVED

The existing door operators shall be replaced. All linkage arms shall be replaced. The car doors will be replaced for each elevator.

### DOOR CONTROL

The door operations shall be fully controlled for smooth consistent operation.

### DOOR CLUTCH

A restrictor clutch to connect the car and hoistway door shall be installed, adjusted, maintained and made operational.

### CAR DOOR HANGERS AND TRACKS

Door hangers on each door shall be replaced with new. The tracks shall be new.

### DOOR PROTECTIVE DEVICES

The existing infrared door scanners shall be replaced

### NUDGING

The nudging action by the doors shall comply with all code limits and requirements.

## FIXTURES

### CAR OPERATING PANEL

New main car operating panel shall be installed to include all code requirements. One panel per car. All illumination of button devices shall be installed with LED cluster light bulbs. Appropriate firefighter's service key switch, jewel, phone jack and fire call cancel button, shall meet current code.

The car-operating panels shall have the independent service key switch mounted on the top portion of the panels above the call buttons and not in the service panel.

The main car operating panel shall contain a recessed service cabinet with the inspection switch, keyed stop switch, GFIC receptacle, fan and light switches as a minimum and comply with the latest code requirements. Rocker switches may be used in lieu of the key switches.

The fire fighters phase II instructions shall be engraved in the car fire service operating panel door. The emergency light unit shall be incorporated within the panels.

A push to talk phone shall be incorporated into car operating panel. The unit will be programmed to the Contractors 24-hour number or a designation to be determined by the Owner. There will be no charge for this service throughout the interim or warranty or extended maintenance. The phone unit and related requirements will comply with the latest AHJ interpretation level of acceptance. . Audible floor position indicator required.

Fire speakers shall be provided in the car-operating panel. ( If required) Provisions to use the hands-free speaker are permitted or separate speaker grilles are required. A fire phone assembly is required to be integrated into existing system.

A cut out with plexiglass panel for security fob reader will be included in the C.O.P.

#### CAB DIRECTION LANTERNS ( If applicable)

Cab direction lanterns shall comply with current code. The units will chime after the doors have opened once for up and two for down. The operation shall start off a door open limit I/O to achieve the desired signal.

#### HALL LANTERNS

Hall Lanterns shall be new. Position indicators included

#### POSITION INDICATORS

The existing type position indicators shall be replaced with a LED or Dot Matrix solid-state unit. A digital unit will be incorporated within the car operating panels. Additional similar hall units shall be located at the main floor. All units will have a minimum display of two inches in height, proper voltage and color to provide adequate visual indication. Color selection of segment or dot matrix will be red. The position indicator shall also have direction arrows in addition to the floor identification. The passing floor gong will be incorporated with an adjustable volume control in each car unit.

#### CORRIDOR CALL BUTTONS

Riser(s) of corridor call buttons shall be retained. New fixtures at each floor. Car position indicators at all floors integrated into hall call stations.

The main floor lobby fixture shall contain the firefighter's service switch assemblies and an alternate Phase I key switch shall be located in the fire command center. The smoke vent key switches and indicator lights shall be at the fire command center.

The proper code approved fire pictorial signage shall be embossed on the hall fixture at each landing other than the main landing.

The proper fire fighters phase I instructions shall be engraved within the main landing lobby panel. They shall be installed with tamper resistant screws at each corner.

#### ALARM BELL / FIRE SPEAKERS (If required)

An emergency alarm bell will be installed. The bell shall be connected to the alarm button in the car-operating panel and powered by the emergency light power supply providing proper compliant back up. Fire phones may be deleted if Fire Marshall approves deletion of jacks.  
Fire speakers shall be installed and wired to integrate into existing speaker system.

#### TELEPHONE

An A.D.A. compliant “push to talk” phone unit shall be installed within each car-operating panel. One telephone line will be supplied by the Owner to comply with the two-way communication requirements for each elevator(s). Phone to be monitored as per code.

#### LOBBY FIRE BOX

A lobby emergency box shall be installed at the main egress level. The box will require all new keys for compliance. Provide and install all keys needed, tagged with plastic enclosed identification tags. The fire keys shall have the top portion of the key painted red. Paper tags will not be permitted.

#### GROUP II SECURITY KEY BOX

The Group II security box shall be installed and provided with the proper keys per code. The key core shall be the appropriate one for Minnesota.

#### EMERGENCY POWER SELECTION BOX/ PANEL

Code compliant key switches and indicator lights to select a car to run on emergency power shall be installed in the fire command center. (If required. ) A separate selection key switch or panel at the fire command center area shall be installed that provides the Emergency Power Key Switches and all indicator lights per elevator. If required.

#### EMERGENCY POWER

Per Code. The controllers shall have the capability of emergency power control for car selection and operation

#### HANDICAP PROVISIONS

The elevator equipment being provided shall be designed to conform to the applicable codes in effect including the Minnesota Building Code Chapter 1341.

#### ENTRANCES

The labeled hoistway doors may be retained on the existing entrances.  
Braille tactile shall be installed at the correct height  
All of the doors shall be provided with new removable laminated phenolic guides that run in the sill slots along with the required fire retainer or stops.  
Sills shall be retained on all existing entrances.  
Fascia plates shall be retained and cleaned as needed.

#### CAB

The cab shall be new. Raising the freight elevator cab to its maximum height is needed.

Return panels will be fixed, and not swing panels  
Design and colors will be determined by owner. Details attached.  
The weight of all replaced equipment of the car enclosure including the door equipment shall be identified for the AHJ and the Consultant.  
Security camera provision in car required.

If the difference in weight of the new equipment exceeds the 5% allowable under code, the appropriate reporting, studies and actions shall be required.

#### MINIMUM CAB STATUS AT COMPLETION

CAR SILLS -----	RETAIN
CAR TOP RAILING -----	INSTALL ON BACK & SIDES OF CAR TOP
VENTILATION-----	PER CODE
CANOPY -----	NEW
EMERG. EXIT-----	PER CODE
SIDE RETURNS / JAMB-----	NEW STAINLESS
TRANSOM -----	NEW STAINLESS
HANDRAILS -----	NEW
LIGHTING -----	NEW
FLOORING -----	NEW
CAB PANELS -----	NEW
CAMERA PROVISIONS -----	NEW

#### CLEANING, ADJUSTMENT AND FINAL ACCEPTANCE

Cleaning: The Contractor shall always keep the premises clean and free from excess accumulation of waste materials or rubbish caused by the Contractor's operations. The rubbish shall be removed daily and not be allowed to accumulate.

At the completion of each workday, all rubbish shall be removed from and around the premises and all tools, scaffolding and temporary work shall be left broom clean, unless otherwise specified. Should the Contractor fail to attend to such cleaning with reasonable promptness, the Owner may cause such cleaning to be done by others and charge the cost of cleaning to the Contractor if the Contractor fails to respond to a request for additional cleaning.

Adjustments and Removals: After completion of the work, and before the issuance of Certificate of Final Acceptance, work area shall be thoroughly cleaned, and elevators properly adjusted so that they are in proper operating conditions. The entire work area shall be left in a clean condition satisfactory to the Owner.

All machine room equipment shall be painted with a good enamel base paint. The machine room and pit floors shall be painted Tool Gray.

Intent of these specifications is to cover the specified work complete and operable in every respect. It is not intended to give every minor detail in the specifications. The Owner or his representatives will not be responsible for absence of wiring diagrams of existing equipment or any detail the Contractor



may require. Furnish all material and equipment usually furnished with such systems and/or needed to make a complete and safe operating installation, whether specifically mentioned or not, omitting only such parts and assemblies as needed.

All material and equipment furnished shall be new and in like new condition.

The Owner's interpretation of specifications shall be final and binding upon Bidder.

## TESTS

Conduct tests and adjustment of equipment as specified or necessary to verify performance requirements as required by the ASME A17.1 Safety Code for Elevators and Escalators.

Upon completion and full operation of all equipment, completely test same, both for the governing authorities and for compliance with the requirements of the contract documents. All necessary equipment for testing and cost involved shall be included as part of this contract. All tests shall be performed in accordance with the requirements of ASME A17.2 and Applicable Codes.

If tests show that the new equipment is in any way defective, of poor workmanship, at variance with the requirements of the contract documents, or dangerous or objectionable in operation, the Contractor shall make all necessary changes and remedy all defects at his expense. The Contractor shall also pay for the expenses of all subsequent tests until all equipment is acceptable.

Upon completion of satisfactory tests, secure and furnish to The Owner certificates from the consultant and the prevailing code authorities having jurisdiction that the elevators and related equipment have been inspected and approved.

## INSTALLATION OF ELEVATOR SYSTEM

### GENERAL

Comply with all instructions and recommendations for installation of elevator systems.

**Coordination:** Coordinate elevator work with the related work of other trades and the Owners operation of the building requirements for proper time and sequence to avoid delays or cause excessive inconvenience.

**Sound-Isolation:** All new equipment furnished shall be mounted on vibration-absorption mounts, designed to effectively prevent vibrations to structure, and thereby eliminate sources of structure-borne noise from elevator system.

### FIELD QUALITY CONTROL

**Acceptance-Testing -** Upon nominal completion of elevator modifications, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended

by Code, and also perform other tests, if any, as required by governing authorities.

Advise the Owners consultant or agent in advance of dates and times tests are to be performed on elevators. The tests will not have to be duplicated or witnessed by the Consultant if the AHJ witnessed the test and a copy of the test is forwarded to the Consultant.

#### PROTECTION

Installer shall advise the Owner and/or his agent of recommended protection facilities and procedures, to prevent damage and deterioration of completed elevator work (regardless of whether placed in temporary service) during remainder of construction period. Provide complete inspection and maintenance service for elevators in temporary service, if any, for period of such service, at a cost to be determined when such service is provided.

#### INSPECTION

The Owner or his Representative shall be permitted to make periodic and final inspections of the work for compliance with contract documents. The contractor shall provide manpower necessary to assist the Representative during such inspections if requested. The Consultant or Representative will prepare and submit to the contractor, inspection reports describing incomplete or corrective work required to satisfy contract requirements. The Contractor shall make arrangements to have the prevailing code authorities inspect each elevator along with a final inspection and advise the Consultant of each inspection prior to taking place.

#### PERFORMANCE

Overall performance time shall comply with industry standards.

**END OF SECTION**

## **PART 4 ASSOCIATED WORK:**

### **ASSOCIATED WORK INCLUDED BY ELEVATOR CONTRACTOR:**

The following minimum work is included in the project. It is the intent for the Contractor to include all requirements needed to comply with current code.

Summary including but not limited to the following.

- Installation of 1/4 inch hardware cloth between hoistways prior to the onsite work associated with the modernization. The hardware cloth shall be properly tied and fastened to protect the operational hoistway. The hardware cloth shall be removed at the end of the project and removed off site.
- Fire caulking of areas cut or modified necessitated by the installation of any new elevator equipment.
- Painting of all equipment. The controllers, if not damaged, can remain the manufacturer's standard color and not require painting. If just primed, paint an enamel tool gray. The floors, machines, hoistway equipment will require sufficient coats to provide light and uniform color.

## **ASSOCIATED WORK BY ELEVATOR CONTRACTOR:**

The following minimum work is included in the project. It is the intent for the Elevator Contractor to be the Prime and include all building requirements needed to comply with current code. The Elevator Contractor shall have appropriate sub-contractors or General Contractor as needed to perform all work appropriately. Any and all code requirements must be included.

Note: It has been discovered that the elevator flooring has an asbestos mastic. This needs to be addressed when the cab is removed for replacement. Owner will cover cost of the removal and elevator contractor will coordinate with removal service for access to flooring.

Summary including but not limited to the following:

Provide adequate grounding requirements to the distribution source. The existing main line disconnects may be used as a junction box for the ground wire. Includes piping from the main line disconnects to the controllers.

Compliant 110 volt disconnects per elevator shall be installed within the new machine room walls and wired to the new controllers. Note: There currently is an existing electrical panel outside the machine room door providing the 110 circuits along with the main feeders.

All cutting, patching, and painting made necessary by this project and installation including the hoistway portion.

Installation of proper lighting in the machine room as needed, to obtain 19 foot candles of light.

Improve pit lighting to a minimum of 10 foot candles, add lights, guards in the pits, install a GFI convenience receptacles in each of the pit areas.

Hoistway Venting per code.

Resolution of machine room ventilation and compliance with the 50 to 90 degree parameter. The Contractor shall submit the BTU output of the new equipment including the controller, machine, motor and related electronic equipment with their submittals after award.

Provide and install smoke detectors as needed to meet the requirements of prevailing Code.

Fire caulking where appropriate.

Signage on machine room doors, feeder tags on disconnects, other required data tags and signage per code.

Install the telephone cable in conduit within the machine room area.

END

# General Conditions for Construction Contracts - U.S. Department of Housing and Urban Development

## Public Housing Programs

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

## Attachment B

**Certification of Payments** U.S. Department of Housing OMB Approval No. 2577-0157  
(Exp. 01/31/2017)

**to Influence Federal Transactions** and Urban Development Office of Public and Indian  
Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts for grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

**form HUD 50071** (01/14)



Approved by  
OMB

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

0348-0046

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/></p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):</p> <p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p>		

<p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact</p> <p>upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Title: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>_____</p> <p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

**Attachment C****INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment D

## ST. CLOUD HRA SECTION 3 – BUSINESS CERTIFICATION 2018

### SECTION 3 BUSINESS CERTIFICATION QUESTIONNAIRE

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:  Corporation     Partnership     Sole Proprietorship  
 Joint Venture

Please answer the following questions:

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)? See chart below.  
YES \_\_\_\_ NO \_\_\_\_
2. Are you receiving assistance through the HRA for housing? YES \_\_\_\_ NO \_\_\_\_
3. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI)? YES \_\_\_\_ NO \_\_\_\_
4. Are 30% (or more) of your full-time, permanent employees currently Section 3 residents or Section 3 eligible residents within the past 3 years? YES \_\_\_\_ NO \_\_\_\_
5. Does your business have evidence of firm commitment(s) to provide 25% of the total dollar amount of subcontracts to Section 3 Businesses? YES \_\_\_\_ NO \_\_\_\_

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

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

Print Name: \_\_\_\_\_

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

**This form is informational only for the St. Cloud HRA. You must register online to be officially certified:** <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness> SECTION 3 INCOME LIMITS FY 2018

All residents of public housing developments of the St. Cloud Housing and Redevelopment Authority qualify as Section 3 residents. Additionally, individuals residing within the jurisdiction of the St. Cloud Housing and Redevelopment Authority and who meet the income limits set forth below can also qualify for Section 3 status.

<b>Number in Household</b>	<b>Low Income</b>
<b>1 individual</b>	\$39,550
<b>2 individuals</b>	\$45,200
<b>3 individuals</b>	\$50,850
<b>4 individuals</b>	\$56,500
<b>5 individuals</b>	\$61,050
<b>6 individuals</b>	\$65,550
<b>7 individuals</b>	\$70,100
<b>8 individuals</b>	\$74,600

### **Section 3 Business Criteria**

Your business is eligible to apply for preference as a Section 3 Business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria (you must check at least one):

- A. Fifty-one percent or more of the business is owned by Section 3 Residents;
- B. Thirty percent or more of the business' fulltime employees are Section 3 Residents; or
- C. The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Register: [www.hud.gov/sec3biz](http://www.hud.gov/sec3biz)

General Decision Number: MN180030 08/24/2018 MN30

Superseded General Decision Number: MN20170030

State: Minnesota

Construction Type: Building

County: Benton County in Minnesota.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	05/04/2018
2	05/18/2018
3	05/25/2018
4	06/15/2018
5	08/24/2018

BRMN0001-043 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.50	20.53

BRMN0001-049 05/01/2018

	Rates	Fringes
TILE SETTER.....	\$ 33.55	24.65

CARP0930-011 06/01/2016

	Rates	Fringes
CARPENTER (Including Drywall		

Hanging).....\$ 28.16 17.37

-----  
 ELEC0292-007 09/11/2016

	Rates	Fringes
ELECTRICIAN (BENTON Remainder of County).....	\$ 35.47	25.64
ELECTRICIAN (BENTON East of State Hwy 25 to Hwy 10 and an imaginary line straight west to Mississippi River) Electrical Contracts \$5 Million and over:.....	\$ 32.70	19.87
Electrical contracts under \$5 Million:.....	\$ 32.23	19.59

-----  
 \* ENGI0049-044 05/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.14	20.30
GROUP 2.....	\$ 40.80	20.30
GROUP 3.....	\$ 39.39	20.30
GROUP 4.....	\$ 39.05	20.30
GROUP 5.....	\$ 38.13	20.30
GROUP 6.....	\$ 36.62	20.30
GROUP 7.....	\$ 35.50	20.30
GROUP 8.....	\$ 33.49	20.30

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

GROUP 6 - Tractor D2 or similar size.

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



GROUP 8 - Oiler.

-----

IRON0512-002 05/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 37.10	27.85

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LABO0563-010 05/01/2018

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.16	16.59
GROUP 2.....	\$ 31.91	16.59

PROJECTS OVER \$950,000: \$1.75 additional per hour.

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General Laborer, Asphalt Shoveler,  
Concrete Saw, Form Stripping, Mason Tender  
(Cement/Concrete), Vibrating Plate

GROUP 2 - Pipelayer

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PAIN0884-010 06/01/2010

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 24.16	13.31

PROJECTS UNDER \$8,000: Receive 80% of basic hourly rate.

PAINTER'S PREMIUM: \$0.75 per hour additional for the  
following work: Spray, Two Component Paints, Epoxies,  
Sandblasting & Rigging, Work done on Swing Scaffolding,  
Safety harness, Window Jacks, Boatswain's Chair, Coverings  
& erection of scaffolding for same, Work on erected  
Structural Steel, Abrasive Blasting.

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PLUM0015-010 05/01/2016

	Rates	Fringes
PLUMBER.....	\$ 44.01	21.94

FOOTNOTE:  
Paid Holiday: Labor Day

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PLUM0539-011 05/01/2018

	Rates	Fringes
PIPEFITTER.....	\$ 36.84	27.82
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ROOF0096-014 06/01/2017		
	Rates	Fringes
ROOFER.....	\$ 32.29	16.51
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SHEE0010-055 05/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and System Installation).....	\$ 36.62	22.95
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SUMN2009-039 07/27/2009		
	Rates	Fringes
BRICKLAYER.....	\$ 20.50	6.75
LABORER: Landscape.....	\$ 12.88	4.61
LABORER: Mason Tender - Brick...	\$ 15.00	3.55
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.50	4.11
OPERATOR: Loader.....	\$ 11.50	2.98
TRUCK DRIVER: Dump Truck.....	\$ 13.00	5.32
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION