

## MINOR CONSTRUCTION PROJECT BID PACKAGE

*Issued by Authority of The Michigan Department of Natural Resources and Environment*

**This is an invitation for a sealed bid** for furnishing labor, material, supplies and equipment to complete the project detailed on the Proposal and Contract Form and in the attached specifications. Bid security performance bond and labor and material bond **are not** required for this project.

*The State reserves the right to award to that responsive and responsible bidder offering the best value to the State for the quality of the service to be supplied, conformity with specifications and suitability to the requirements of the State, or to reject any and all bids in whole or in part if the best interest of the State will be served.*

*It is the vendor's responsibility to read, understand and follow the Instructions To Bidders, General Conditions and General Requirements attached to this packet.*

Questions regarding these terms should be directed to:		Questions regarding the project should be directed to:	
The Issuing Officer: <b>PATRICK AVENDT</b>	Telephone No.: <b>(517) 373-9902</b>	Site Contact/Project Manager's Name: <b>MS. JAMIE ALLEN</b>	Telephone Number: <b>(734) 289-2715</b>
Address:  <b>OFFICE OF LAND AND FACILITIES MI DEPT OF NATURAL RESOURCES and ENVIRONMENT STEVENS T. MASON BUILDING – 8<sup>TH</sup> FLOOR 530 WEST ALLEGAN STREET P.O. BOX 30033 LANSING, MICHIGAN 48909</b> (This Zip Code for P.O. Box only.) (Street Address Zip Code is 48933.)		Division/Office Name: <b>DNRE RECREATION DIVISION</b>	
		Field Unit Name: <b>WILLIAM STERLING STATE PARK</b>	
		Street Address of Park Headquarters: <b>2800 STATE PARK DRIVE</b>	
		City: <b>MONROE</b>	State: ZIP: <b>MI 48162</b>

- This Bid Package contains:
- A. This instructional cover sheet
  - B. The "Proposal and Contract for DNR" (Form PR-1625).
  - C. Instructions to Bidders, General Conditions, General Requirements
  - D. Technical specification and other attachments, if any required.

<b>THE ATTACHED CONTRACT DOCUMENTS ARE FOR:</b>		<b>Bid Number: ESR 680</b>
PROJECT LOCATION (location where the work is being done) <b>WILLIAM STERLING STATE PARK</b>		COUNTY: <b>MONROE</b>
NAME OF CONSTRUCTION PROJECT: <b>MIDWAY SHELTER BUILDING – REPLACE TWO DOORS</b>		
<b>MANDATORY</b> PRE-BID MEETING: <b>TUESDAY, MARCH 16, 2010 AT 10:00 A.M.</b> <b>AT THE PARK HEADQUARTERS BUILDING, 2800 STATE PARK DR., MONROE MI 48162</b>		
<b>BID OPENING:</b>	DATE: <b>FRIDAY, MARCH 26, 2010</b>	TIME (local time): <b>2:00 P.M.</b>

**TO BID FOR THIS WORK, SUBMIT A PROPOSAL FOLLOWING THE INSTRUCTIONS BELOW.**

- 1) Complete the "bidder's" portion on the "Proposal and Contract for DNR" (Form PR-1625).
  - **DO NOT** change the bid form or qualify the bid. Only bid on the contract as written. If the bidder wishes to alter the bid price, it may be done by sending in the amount of change (addition or reduction) to the original bid by the bid opening time. The original bid sum must not be revealed. Bid prices must be good for sixty days.
- 2) If an Addendum was issued, confirm receipt by returning two signed copies.
- 3) Seal two completed copies of the "Proposal and Contract for DNR" (Form PR-1625) in an envelope.
- 4) On the mailing envelope, ensure that the following information is completed on the label:
  - a) Bid number                      b) Bid opening date and time                      c) That the actual bid is enclosed
- It is the responsibility of the bidder to ensure that correctly identified bids are delivered on time. The Michigan DNR can not be responsible for mail delivery services.
- On or before the due date and time specified on the "Proposal and Contract for DNR" (Form PR-1625), sealed bids must be received and time stamped at 530 WEST ALLEGAN STREET-8<sup>th</sup> FLOOR, LANSING MI 48933, to be considered as on time.
- The bids will be publicly opened and read aloud. Bid results will be available to the public after the opening.

# PROPOSAL AND CONTRACT for DNR

Submittal of this information constitutes a valid proposal as required by Authority of Act 431, PA 1984, to provide the services as specified.

BID OPENING DATE and TIME:  <b>FRIDAY, MARCH 26, 2010 2:00 p.m. Local Time</b>	CONTACT INFORMATION FOR EXAMINATION OF PREMISES AND WORKING CONDITIONS AT Site Contact/Project Manager's Name: <b>MS. JAMIE ALLEN</b> Telephone Number: <b>(734) 289-2715</b>		<b>For DNR Issuing Officer</b> CONTRACT NO.
	PROJECT NUMBER: <b>ESR 680</b>		
	DEPARTMENT(751): <b>DNRE -</b> DIVISION /OFFICE NAME <b>RECREATION DIVISION</b>	FIELD UNIT NAME <b>WILLIAM STERLING STATE PARK</b>	
PROJECT LOCATION (WORK SITE) <b>2800 STATE PARK ROAD, MONROE, MICHIGAN 48162</b>		PROJECT NAME <b>MIDWAY RESTROOM BUILDING – REPLACE TWO DOORS</b>	

**SCOPE OF WORK:** The Work to be completed under this contract includes: Providing all labor, materials, and equipment to remove and replace two (2) existing metal restroom doors, sills and jambs, and related items as specified herein, at the Midway Shelter Building at William Sterling State Park, Monroe, Monroe County, Michigan. Mandatory pre-bid meeting: Tuesday, March 16, 2010 at 10:00 a.m. at the Park Headquarters, 2800 State Park Dr., Monroe, Michigan 48162. Contract is responsible for any necessary permits.

**Time of Completion:** Upon acceptance of the Proposal and Contract by the State, the Contractor agrees to complete all work **APRIL 30, 2010..**

**BIDDER'S Section:** (See attached Instructions To Bidders, General Conditions And General Requirements.)

- Do Not Alter or Qualify This Proposal and Contract. This Proposal May Be Rejected If This Form Is Altered or Qualified.

BIDDER'S NAME AND COMPLETE ADDRESS			TELEPHONE NUMBER
STREET ADDRESS			FEDERAL I.D. NUMBER (if none, SOCIAL SECURITY NUMBER) (Protected information required for processing payments)
CITY	STATE	ZIP CODE	

**Base Proposal Sum:** \$ \_\_\_\_\_ (This figure shall be valid for a period of sixty (60) days from the Bid Opening Date.)

**NOTE: BID GUARANTEE & BONDS ARE NOT REQUIRED ON THIS PROJECT.**

Bidder Acknowledges receipt of the following addenda: \_\_\_\_\_ Dated: \_\_\_\_\_

We propose to furnish all labor, materials, equipment, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum(s) stated above and agree that this document and attached General Terms and Requirements will constitute the contract if accepted by the State.

**Signatures and Authorizations:** Bids may be rejected as being incomplete without this authorization

- Corporations** shall include with the bid, a copy of the resolution giving the person signing the bid, power to bind the company in a legal contract.
- Partnerships** may have all partners sign this "Proposal and Contract for DNR" (Form PR-1625) or may submit a Power of Attorney.
- Sole proprietorships** need only to have their signatures witnessed.

BIDDER'S SIGNATURE (s)	DATE
WITNESS' SIGNATURE	DATE

Submit 2 copies of this Proposal To:

**OFFICE OF LAND AND FACILITIES  
 MI DEPT OF NATURAL RESOURCES AND ENVIRONMENT  
 STEVENS T. MASON BUILDING – 8<sup>TH</sup> FLOOR  
 530 WEST ALLEGAN STREET  
 P.O. BOX 30033  
 LANSING, MICHIGAN 48909** (This Zip Code for P.O. Box only.)

<b>ACCEPTANCE: THIS PROPOSAL IS ACCEPTED BY THE STATE OF MICHIGAN</b>	
DNR ISSUING OFFICER'S SIGNATURE	DATE
WITNESS' SIGNATURE	DATE

## INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid:** Execute bid fully and properly. Submit in duplicate on this form in a sealed envelope to this office.
2. **Signatures:** All bids, notifications, claims, and statements must be signed as follows:
  - a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
  - b. Partnerships: Signature of one partner shall be accompanied by a **certified** copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by **all** partners, no authorization is required.
  - c. Individual: No authorization is needed. Each signature must be witnessed.
3. The bidder acknowledges the right of the owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the owner to reject a bid:
  - a. if the bid is in any way incomplete or irregular;
  - b. if the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification or demolition of a facility with the owner, or a contractor in privity of contract with the owner, which was funded, directly or indirectly, by the owner;
4. It is the intent of the owner to award a contract to the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, and does not exceed the funds available.
5. Individuals needing special services to fully participate in the bidding process due to a physical challenge may contact the building superintendent or the facility manager.
6. **Electronic Funds Transfer Payment** Public Act 533 of 2004 requires all vendors doing business with the State of Michigan to receive payment by electronic funds transfer (EFT) for services and goods provided to the State. Please log on to the contractor and payment website at [www.michigan.gov/cpexpress](http://www.michigan.gov/cpexpress) to register your company or you may contact the C&P Express Help Desk toll-free at 888-734-9749
7. **Interpretation of Contract Documents:** If any person contemplating submitting a bid for this project is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, he/she may submit a written request to the director for an interpretation not later than nine days prior to due date of bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the documents will be made by the requesting office and an addendum issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements. The state will not be responsible for any other explanation or interpretation of the contract documents.
8. **Substitution of Materials:** Any bidder wishing to use manufacturers or materials other than those specified shall submit a written request to the director not later than nine days prior to due date for bids. Request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. The person submitting the request will be responsible for its prompt delivery. An examination and evaluation of product data will be made by the state unit and, if found acceptable, an addendum will be issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements.
9. **Time of Completion:** Upon acceptance by the state of the Proposal and Contract, the contractor agrees to complete all work required in the time frame required on the Proposal and Contract.
10. **Michigan Products and Recycled Products:** All contractors and suppliers are encouraged to provide Michigan-made products and/or recycled products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the contract documents.
11. **Rejection:** The state reserves the right to reject any bids and to waive any defects in bids.
12. **Contract:** Upon acceptance by the state, this document will constitute the contract and the executed duplicate will be returned to the contractor. The contract shall not be in force until the contractor has complied with all of the requirements of insurance.

## GENERAL CONDITIONS

1. **Definitions:** "**State**", the State of Michigan; "**Director**", the director of the State Unit or his/her authorized representative; "**State Unit**", any state department, board, commission or institution; "**Contractor**", the bidder whose proposal is accepted by the state; "**Notification**", written notice delivered in person or by mail; "**Contract Documents**", this document and supplemental specifications and drawings.
2. **Unfair Labor Practice:** Public Act No. 278 of 1980 prohibits the state from awarding a contract or subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three occasions involving different violations during the preceding seven years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. A contractor for the state may not, in relation to that contract subcontract with such an employer.
3. **Safety Regulations:** The contractor shall conform to the "General Safety Rules and Regulations" for the construction industry, as prescribed by the Construction Safety Commission, Department of Labor and Economic Growth, Bureau of Safety and Regulations, Lansing, Michigan, and the Occupational Safety and Health Standards of the United States Department of Labor. This shall be made a

condition of each subcontract entered into pursuant to the contract.

4. **Taxes:** The contractor shall include and be deemed to have included in the bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury's Revenue Division on the bid date.

5. **Nondiscrimination:** For all state contracts for goods or services in amount of \$5,000 or more, or for contracts entered into with parties employing three or more employees; in connection with the performance of work under this contract, the contractor shall comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453 as amended, which may be in effect at the time of bidding for any individual State project.

6. **Conflicts and Omissions:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

7. **Royalties, Patents, Notices, and Fees:** Contractor shall give all notices and pay all royalties, building permits, and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the state harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of the work.

8. **Examination of Premises:** Bidder shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in his/her behalf by reason of error or omission on his/her part. If any part of the contractor's work depends for proper results upon existing work or the work of another contractor, the contractor shall notify the director before commencing work of any defects that will affect the results. Failure to so notify the director will constitute his/her acceptance of the conditions.

9. **Working Conditions:** All work shall be done in accordance with all regulations governing the state unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state unit. Materials, tools, equipment, etc., shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his/her proposal all costs for meeting such working conditions.

10. **Materials:** Unless otherwise specified, all materials shall be new and of the best grade of the representative kinds for the purpose.

a. Whenever material, an item of equipment, or a system is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied.

11. **Permits:** The Owner has acquired the necessary permit for this project.

All work shall be executed in accordance with the State of Michigan's Construction Codes, except where work is specified or shown to be above such standard. The work shall be executed in conformity with the drawings and these specifications.

If the contractor performs any work knowing it to be contrary to the State of Michigan's Construction Codes, the contractor shall assume full responsibility and shall bear all attributable costs.

12. **Employees and Superintendence:** Contractor shall enforce good order among his/her employees and shall not employ on the work any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. Contractor or a competent person having authority to act for him/her shall be at the work at all times. He/She shall have the plans and specifications available on the site at all times.

a. Michigan Residency: Pursuant to 1988 PA 504, 50 percent of the persons working on this project and employed by the prime contractor or subcontractors shall have been residents of the State of Michigan for not less than one year before beginning work.

13. **Other Contracts:** The state may let other contracts in connection with the work and the contractor shall properly connect and coordinate his/her work with the work of such other contractors. The state shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

14. **Protection:** The contractor shall be responsible for the protection of state property during the period of construction and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, and other improvements in and adjacent to the area of work under the contract.

15. **Insurance:** No work connected with this contract shall be started until the contractor has submitted original signed certificates of insurance covering general liability and workers' compensation indicating (a) all workers are insured to protect him/her from claims for damages for personal injury or death which may arise from operations under this contract as required by Michigan statute and that (b) he/she has the following liability insurance coverage: Commercial General Liability limits shall be \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 products and completed operations aggregate, \$1,000,000.00 personal and advertising injury. Commercial Automobile Liability limits shall be \$2,000,000.00 combined single limit, \$1,000,000 Each Occurrence Limit, \$500,000 Fire Damage Limit (any one fire). All of the above insurance shall be maintained during the life of this contract. Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract.

Insurance Companies must have a rating of "A—" or better as listed by A.M. Best Company. The State of Michigan must be named as an additional insured.

16. **Michigan Right-to-Know Law:** All contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80 which requires employers to:
  - a. develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets;
  - b. provide training for employees who work with these chemicals.
  - c. develop a written hazard communications program.
17. **Changes:** Contractor shall make changes in the contracted work only as ordered in writing by the director.
18. **Inspection:** Contractor shall at all times permit and facilitate inspection of the work by the director. The state unit will designate an inspector for this contract. It will be the responsibility of this contractor to notify the inspector of the date operations are to start and to contact the inspector periodically during the course of the work to insure that work is being performed in accordance with the conditions of this contract.
19. **Termination for Breach:** The state may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the director or when the approved progress schedule is not met because of failure of the contractor to prosecute the work. In the event of such termination, the state may complete the contracted work and the contractor will be liable for any excess cost occasioned the state thereby and in such case the state may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary.
20. **Clean Up:** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work and at the completion of the work. he/she shall remove all his/her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his/her work clean and ready for use.
21. **Guarantee:** Contractor shall furnish the state with a written guarantee to remedy any defects due to faulty materials or labor which appear in the work within one year from the date of final acceptance by the state.
22. **Payment:** Payment for the work will be made in one sum at the completion of the contract except that a single progress payment may be made at any time during the construction period for the value of the work completed, except in no case shall the amount of the payment exceed 50 percent of the value of the contract. If contractor expects to request partial payment, he/she shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum, such as the director may request. When requested, the contractor shall submit a statement based upon this schedule, itemized and supported as the director may require. Contract will not be considered complete until the work has been accepted as final by the state unit and the

director and the attached "Guarantee and Statement" (DMB-437) has been completed and signed by the contractor. Payments will be made within 30 days after the Director has certified to the Owner that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the Contract documents. Process of progress payments by the Owner may be deferred by the Owner until Work having a prior sequence, as provided in the Contract documents, is in place and is approved. Each Application of Payment shall certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought have been paid from the payments received.

23. **Prevailing Wage Rates:** The Prevailing Wage Law, Act 166 of the Public Acts of 1965 is applicable to this Contract. By law, prevailing wage rates are the rates contained in collectively bargained agreements covering the location of the state project. The purpose of establishing prevailing wage rates is to provide rates of pay for workers on construction projects for which the state or a school district is the contracting agent and which is financed or supported by the state. The Prevailing Wage Law requires that every contractor and subcontractor shall post a copy of all prevailing wage and fringe benefit rates prescribed in the contract at the construction site. An accurate record showing the name and occupation of and the wages and benefits paid to each construction mechanic must be kept by the employer and available for inspection by the department. Please pay special attention to the overtime requirements. A worker who believes he or she has not been paid the prevailing wage rate on a state project may file a complaint with the Wage Hour Administration, Bureau of Safety and Regulation, Department of Labor and Economic Development, 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825.
24. **Protection of Utility Services:** It is a requirement of this Contract, in accordance with Public Act 53 of 1974, as amended, that the Contractor give notice of construction intent to public utilities. "Miss Dig" (telephone number 1-800-482-7171, toll free) shall be notified a minimum of 72 hours (three working days) prior to construction activities. The Contractor shall provide for the protection of all public utility underground and above ground facilities that are to remain. Damage to any such utility services resulting from the Contractor's operations shall be repaired or replaced by the Contractor without additional cost to the State.

## GENERAL REQUIREMENTS

1. The state unit will provide the following work:
  - a. **State Salvage:** The state reserves the right to salvage certain items and equipment. Such items will be identified to the bidder at the time of his/her inspection of the proposed work. Salvaged items will be removed by state prior to commencement of work under the contract.
  - b. **Moving Furnishings and Equipment:** The contractor shall give timely notice to state unit of all furnishings, window covering and movable equipment that will interfere with his/her work or which the contractor cannot

protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The contractor shall furnish, install, maintain and remove all coverings used to protect furnishings, window coverings and movable equipment.

## 2. **Project Coordination:**

- a. Prior to beginning work the contractor shall **meet** with the state unit and arrange the schedule for the project. Once the project is started, it shall be carried to completion without delay.
- b. Any building utility service interruptions or outages required by the contractor in performing the work shall be prearranged with the staff of the state unit and shall occur only during those scheduled times.

## 3. **Cutting and Patching:**

- a. The contractor shall do all cutting, fitting or patching of the work that may be required to make its several parts fit together properly or make new work join with the existing structure. The contractor shall take proper precautions so as not to endanger any existing work. The contractor shall not cut or alter existing structural members or foundations.
- b. Holes or openings cut in exterior walls and roofs for installation of materials or equipment shall be waterproofed by appropriate, approved materials and methods.
- c. All adjacent finished surfaces that are damaged by the new work shall be patched with materials matching existing surfaces. Joints between patched and existing material shall be straight smooth and flush. All patching material shall be applied by workers skilled in its installation.

## 4. **Mechanical Alteration Procedures:**

- a. All work which will necessitate shutting down of existing mechanical equipment or systems shall be made at such time as will not interfere with the normal use of the existing building.
- b. Any cutting of floors, walls, roofs or ceilings required to run new work or remove old shall be performed by the contractor requiring same and all patching on his/her work shall be done by the contractor to full satisfaction of the state unit.
- c. All piping in existing building shall be run concealed as far as practical in pipe spaces, ceiling spaces, tunnels, crawl spaces or similar areas, except as approved or directed by the state unit.

## 5. **Project Meetings:**

- a. **Preconstruction Conferences:** The state unit may schedule a preconstruction conference to be attended by the, state unit staff, and the contractors. Once the project has been started, the contractor shall carry it to completion without delay.
- b. **Meetings:** The state unit may schedule meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the work or to inspect completed work. The

contractor shall be represented at each meeting by persons with full authority to act for the contractor in regard to all portions of the work.

## 6. **Shop Drawings and Project Data:**

- a. Before the delivery of any material or equipment to the job site, the contractor shall submit to the state unit a complete list of material suppliers, subcontractors, and brand names of all materials proposed to be used in the project.
- b. The contractor shall check and verify all field measurements and shall submit to the state unit a minimum of five copies of shop drawings, product data catalogs, material schedules, safety data sheets, etc. Following examination by the state unit, three copies will be retained for the state's use and the remaining copies will be returned to the contractor with indication of approval or with notations for correction.

## 7. **Temporary Utilities:**

- a. The contractor shall furnish and install all temporary facilities and controls required by the work, shall remove them from state property upon completion of the work, and the grounds and existing facilities shall be restored to their original condition.
- b. Water and electricity will be available in the area where work will be performed. The contractor will not be charged for reasonable use of these services for construction operation. The contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services shall not disrupt or interfere with operations of the state unit.
- c. **Temporary Sanitary Facilities:** The state unit will designate a permanent toilet facility on the premises for use by a personnel employed in the work. The contractor shall repair any damage to the toilet facility caused by his/her employees.
- d. Heating units if required shall be of type approved by the state unit. Equipment and surroundings shall be kept clean and in safe condition All direct fired space heaters, if used, shall be vented directly to the outside. The contractor shall pay for all fuel and/or electricity used for temporary heat.

## 8. **Construction Aids:**

- a. The contractor shall furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the work. All construction aids shall conform to federal, state, and local codes or laws for protection of workers and the public.
- b. **Debris Chute:** The contractor shall use a chute to lower debris resulting from his/her work. The chute shall be the enclosed type with its discharge directly into the truck.

9. **Barriers and Enclosures:** The contractor shall furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

10. **Contract Close Out:**

a. **Substantial Completion:** The contractor shall notify the state unit when the work will be substantially complete and ready for inspection and preparation of a list of minor replacement, correction and adjustment items. The contractor shall be represented on the job site at the time this inspection is made and thereafter shall complete all work by the date set for final acceptance by the owner.

b. **Cleaning:**

(1) **Regular Cleaning:** All scrap or removed material, debris or rubbish shall be regularly removed from the project at the end of each working day. No discarded material shall be deposited on the grounds of the state unit without the express permission of the physical plant engineer or administrative officer. No salvage or surplus material may be sold on the premises of the state unit.

(2) **Final Cleaning:** Just prior to final acceptance by the state unit, the contractor shall clean all of the work and existing surfaces, building elements and contents that were soiled by his/her operations and make repairs for any damage or blemish that was caused by the work.

11. **Project Record Documents:** The contractor shall furnish to state unit with the request for final payment reproducible drawings or plans, and any sections or details necessary, clearly showing the actual path and location of material and equipment installed in this project.

12. **Warranties:** The contractor shall forward to the state unit Form PR-1628E covering statements concerning guarantee and indebtedness, and any other special warranties or requirements of the contract documents.



STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
LANSING

STANLEY "SKIP" PRUSS  
DIRECTOR

## ***REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965***

The Michigan Department of Labor & Economic Growth determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rates provide an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

### **State of Michigan responsibilities under the law:**

- The department establishes the prevailing rate for each classification of construction mechanic ***requested by a contracting agent*** prior to contracts being let out for bid on a state project.

### **Contracting agent responsibilities under the law:**

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

### **Contractor responsibilities under the law:**

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep certified payrolls, as used in the industry, of each and every construction mechanic, and verification of such certified payroll in writing by either a representative or auditor/certified accountant at the end of such a

DELEG is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

certified payroll. These records should include the occupation and indicate the hours worked on each project for each classification and the actual wages and benefits paid. This record shall be available for reasonable inspection by the contracting agent or the department.

- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

**Enforcement:**

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the Wage & Hour Division. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.

A violation of Act 166 may result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website, updated monthly. This list includes the names and addresses of contractors and subcontractors the division has found in violation of Act 166 based on complaints from individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of contractors that have violated Act 166 for use in determining who should receive state-funded projects.

Michigan Department Energy, Labor & Economic Growth  
Wage & Hour Division  
Overtime Provisions for MICHIGAN PREVAILING WAGE RATE  
COMMERCIAL SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
9th Hour	1	5		
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked **between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.**

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3); for all hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The N (character 9) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (characters 1-3); for hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek.

# ENGINEERS - CLASSES OF EQUIPMENT LIST

## UNDERGROUND ENGINEERS

### **CLASS I**

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

### **CLASS II**

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

### **CLASS III**

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

### **CLASS IV**

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

## HAZARDOUS WASTE ABATEMENT ENGINEERS

### **CLASS I**

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

### **CLASS II**

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.



Michigan Department of Energy, Labor & Economic Growth

Wage & Hour Division

PO Box 30476

Lansing , MI 48909-7976

517.335.0400

www.michigan.gov/wagehour



JENNIFER M. GRANHOLM GOVERNOR

STANLEY "SKIP" PRUSS DIRECTOR

Informational Sheet: Prevailing Wages on State Projects
General Information Regarding Fringe Benefits

Certain fringe benefits may be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
If a fringe benefit contribution or payment is made on behalf of a construction mechanic
If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Table with 3 columns: Benefit Type, Calculation, and Hourly Credit. Rows include Vacation, Dental insurance, Vision insurance, Health insurance, Life insurance, Tuition, Bonus, 401k Employer Contribution, and Total Hourly Credit.

Other examples of the types of fringe benefits allowed:

- Sick pay
Holiday pay
Accidental Death & Dismemberment insurance premiums

The following are examples of items that will not be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
Unemployment Insurance payments
Workers' Compensation Insurance payments
FICA (Social Security contributions, Medicare contributions)
Reimbursable expenses, such as:
Clothing allowance or reimbursement
Uniform allowance or reimbursement
Gas allowance or reimbursement
Travel time or payment
Meals or lodging allowance or reimbursement
Per diem allowance or payment
Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
Industry advancement funds
Financial or material loans

Official Request #: 111

Requestor: DEPT. OF NATURAL RESOURCES

Project Description: REPLACE RESTROOM DOORS

Project Number: WM. STERLING STATE PARK

Lansing, MI 48909-7976

Telephone: 517-322-1825

Fax: 517-322-6352

www.michigan.gov/wagehour

**Monroe County**  
**Official 2010 Prevailing Wage Rates for State Funded Projects**

**Issue Date: 1/27/2010**

**Contract must be awarded by: 4/27/2010**

<u>Classification</u>		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description					
<b>Asbestos &amp; Lead Abatement Laborer</b>						
Asbestos & Lead Abatement Laborer	MLDC	8/6/2009	\$35.55	\$47.67	\$59.78	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days						
<b>Asbestos &amp; Lead Abatement, Hazardous Material Handler</b>						
Asbestos and Lead Abatement, Hazardous Material Handler	AS207	11/4/2009	\$35.55	\$48.15	\$60.75	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-						
<b>Bricklayer</b>						
Bricklayer, stone mason, pointer, cleaner, caulker	BR1	12/4/2008	\$50.18	\$75.27	\$100.36	H H D H D D D D N
<b>Apprentice Rates:</b>						
	First 6 months		\$30.22	\$45.33	\$60.44	
	2nd 6 months		\$32.07	\$48.10	\$64.14	
	3rd 6 months		\$33.92	\$50.88	\$67.84	
	4th 6 months		\$35.77	\$53.66	\$71.54	
	5th 6 months		\$37.62	\$56.43	\$75.24	
	6th 6 months		\$39.47	\$59.20	\$78.94	
	7th 6 months		\$41.32	\$61.98	\$82.64	
	8th 6 months		\$43.17	\$64.76	\$86.34	
<b>Carpenter</b>						
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	2/2/2009	\$43.24	\$61.36	\$79.47	H H H H D D D D N
<b>Apprentice Rates:</b>						
	1st 6 months		\$21.10	\$28.15	\$35.19	
	2nd 6 months		\$25.12	\$34.17	\$43.23	
	3rd 6 months		\$26.93	\$36.89	\$46.85	
	4th 6 months		\$28.75	\$39.62	\$50.49	
	5th 6 months		\$30.56	\$42.34	\$54.11	
	6th 6 months		\$32.37	\$45.06	\$57.73	
	7th 6 months		\$34.17	\$47.75	\$61.33	
	8th 6 months		\$35.99	\$50.48	\$64.97	

Official Request 111  
 Requestor: DEPT. OF NATURAL RESOURCES  
 Project Description: REPLACE RESTROOM DOORS  
 Project Number: WM. STERLING STATE PARK  
 County: Monroe

**Official Rate Schedule**  
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Carpenter	CA687Z1	1/29/2009	\$48.05	\$68.47	\$88.89	H H D H D D D D Y
<b>Apprentice Rates:</b>						
1st Year			\$29.68	\$40.91	\$52.15	
3rd 6 months			\$31.72	\$43.98	\$56.23	
4th 6 months			\$33.75	\$47.02	\$60.29	
5th 6 months			\$35.80	\$50.09	\$64.39	
6th 6 months			\$37.85	\$53.17	\$68.49	
7th 6 months			\$39.89	\$56.24	\$72.57	
8th 6 months			\$41.93	\$59.29	\$76.65	
<b>Cement Mason</b>						
Cement Mason	br1cm	12/30/2009	\$45.50	\$64.36	\$83.22	H H D H H H H D N
<b>Apprentice Rates:</b>						
1st 6 months			\$26.41	\$35.85	\$45.29	
2nd 6 months			\$28.28	\$38.66	\$49.03	
3rd 6 months			\$32.06	\$44.33	\$56.59	
4th 6 months			\$35.82	\$49.97	\$64.11	
5th 6 months			\$37.71	\$52.80	\$67.89	
6th 6 months			\$41.48	\$58.46	\$75.43	
Cement Mason	PL886-CM	9/4/2007	\$40.90	\$54.60	\$68.29	H H D H H D D D N
<b>Apprentice Rates:</b>						
1st 6 months			\$28.57	\$36.10	\$43.63	
2nd 6 months			\$31.31	\$40.21	\$49.11	
3rd 6 months			\$34.05	\$44.32	\$54.59	
4th 6 months			\$35.42	\$46.37	\$57.33	
5th 6 months			\$36.79	\$48.43	\$60.07	
6th 6 months			\$38.16	\$50.49	\$62.81	
<b>Drywall</b>						
Drywall	PL886-DR	9/5/2007	\$37.82	\$50.83	\$63.83	H H H X H H H D N
<b>Apprentice Rates:</b>						
1st 6 months			\$24.81	\$31.31	\$37.81	
2nd 6 months			\$26.12	\$33.27	\$40.43	
3rd 6 months			\$27.42	\$35.23	\$43.03	
4th 6 months			\$30.02	\$39.13	\$48.23	
5th 6 months			\$31.32	\$41.07	\$50.83	
6th 6 months			\$32.62	\$43.03	\$53.43	
7th 6 months			\$35.22	\$46.93	\$58.63	
8th 6 months			\$36.52	\$48.87	\$61.23	
Drywall Taper	PT-22-D	10/15/2009	\$41.70	\$54.58	\$67.45	H H D H D D D D N
<b>Apprentice Rates:</b>						
First 3 months			\$28.83	\$35.27	\$41.71	
Second 3 months			\$31.40	\$39.13	\$46.85	
Second 6 months			\$33.97	\$42.98	\$51.99	
Third 6 months			\$36.55	\$46.85	\$57.15	
4th 6 months			\$37.84	\$48.79	\$59.73	
<b>Electrician</b>						
Road Way Electrical Work	EC-17	11/19/2007	\$45.37	\$65.63	\$85.90	H H H H H H H D Y
Double time due after 16 hours on any calendar day and all hours Sunday.						
<b>Apprentice Rates:</b>						
1st 6 months			\$29.17	\$41.34	\$53.50	
2nd 6 months			\$31.19	\$44.36	\$57.54	
3rd 6 months			\$33.21	\$47.40	\$61.58	
4th 6 months			\$35.23	\$50.43	\$65.62	
5th 6 months			\$37.25	\$53.46	\$69.66	

Official Request 111  
Requestor: DEPT. OF NATURAL RESOURCES  
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	6th 6 months		\$41.32	\$59.57	\$77.80									
<u>Subdivision of county</u>	Milan, London, Exeter, Ash, Berlin, Frenchtown, Monroe, Rainsville, Ida, Summerfield & Dundee													
Teledata Journeyman Installer Technician	EC-8	1/9/2007	\$33.68	\$50.52	\$67.36	H	H	H	H	H	D	D	Y	
	<b>Apprentice Rates:</b>													
	1st Period		\$17.12	\$25.68	\$34.24									
	2nd Period		\$19.75	\$29.62	\$39.50									
	3rd Period		\$27.34	\$41.01	\$54.68									
	4th Period		\$28.60	\$42.90	\$57.20									
	5th Period		\$30.01	\$45.02	\$60.02									
	6th Period		\$31.22	\$46.83	\$62.44									
Lineman/Technician outside utility and commercial power and high voltage pipe type cable work and electrical underground.	EC-876	11/18/2009	\$47.05	\$68.11	\$89.17	H	H	H	H	H	H	H	D	Y
Four 10s allowed Monday-Thursday with Friday makeup or Tuesday-Friday with Monday makeup.														
	<b>Apprentice Rates:</b>													
	1st period		\$30.20	\$42.69	\$55.26									
	2nd period		\$32.32	\$46.02	\$59.70									
	3rd period		\$34.42	\$49.16	\$63.90									
	4th period		\$36.53	\$52.33	\$68.12									
	5th period		\$38.63	\$55.47	\$72.32									
	6th period		\$40.74	\$58.64	\$76.54									
	7th period		\$42.84	\$61.79	\$80.74									
<u>Subdivision of county</u>	Bedford, Erie, LaSale, & Whiteford township													
Inside Wireman	EC-8-IW	6/9/2009	\$50.98	\$76.47	\$101.96	H	H	H	X	H	H	H	D	Y
Four consecutive 10 hour days may be worked at the straight time rate of pay Mon-Fri. Sat may be used as a make up day when work was canceled due to weather conditions.														
	<b>Apprentice Rates:</b>													
	Period 1		\$19.86	\$29.79	\$39.72									
	Period 2		\$23.66	\$35.49	\$47.32									
	Period 3		\$29.72	\$44.58	\$59.44									
	Period 4		\$33.97	\$50.96	\$67.94									
	Period 5		\$38.22	\$57.33	\$76.44									
	Period 6		\$42.48	\$63.72	\$84.96									
Teledata Cable Puller	EC-8-TC	9/7/2005	\$10.90	\$16.35	\$21.80	H	H	H	H	H	H	D	D	Y
<b>Glazier</b>														
Glazier	GL-357	6/10/2009	\$45.20	\$59.80		H	H	H	H	H	H	H	H	Y
If a four 10 hour day workweek is scheduled, four 10s must be consecutive, M-F.														
	<b>Apprentice Rates:</b>													
	1st 6 months		\$31.29	\$38.59										
	2nd 6 months		\$32.82	\$40.85										
	3rd 6 months		\$35.89	\$45.38										
	4th 6 months		\$37.42	\$47.64										
	5th 6 months		\$38.96	\$49.91										
	6th 6 months		\$40.49	\$52.17										
	7th 6 months		\$42.02	\$54.43										
	8th 6 months		\$45.09	\$58.96										

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**Heat and Frost Insulator**

Spray Insulation	AS25S	3/5/2007	\$20.14	\$29.14		H H H H H H H H N
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**Heat and Frost Insulator and Asbestos Worker**

Heat and Frost Insulators and Asbestos Workers	AS45	7/1/2008	\$48.05	\$71.74	\$95.42	H H H H H H H D Y
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**Apprentice Rates:**

1st period	\$22.62	\$33.60	\$44.56
2nd period	\$24.08	\$35.78	\$47.48
3rd period	\$29.93	\$44.56	\$59.18
4th period	\$31.40	\$46.77	\$62.12
5th period	\$32.87	\$48.97	\$65.06
6th period	\$34.34	\$51.17	\$68.00
7th period	\$39.00	\$58.16	\$77.32
8th period	\$40.46	\$60.35	\$80.24
9th period	\$41.93	\$62.55	\$83.18
10th period	\$43.40	\$64.76	\$86.12

**Laborer**

Construction Laborer, Carpenter Tender, Concrete Laborer, Concrete Chute, & Bucket Handler	L499-M-A	7/10/2009	\$38.42	\$51.56	\$64.70	H H H H D D D D Y
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**Apprentice Rates:**

0-1,000 work hours	\$31.85	\$41.70	\$51.56
1,001-2,000 work hours	\$33.16	\$43.67	\$54.18
2,001-3,000 work hours	\$34.48	\$45.65	\$56.82
3,001-4,000 work hours	\$37.11	\$49.60	\$62.08

Mortar Mixer (inc. concrete & mortar 1/2 cu yd. or smaller machine, or by hand in mortar box); Mason Tender & Cement Mason Tender; Plasterer Tender, Portable Mixer Operator, and Air, Electric & Gasoline Tool Operator (inc. concrete vibrator & acetylene torch); Caisson Worker; Furnace Battery Heater Tender; Signalman on concrete pours only	L499-M-B	7/10/2009	\$38.62	\$51.86	\$65.10	H H H H D D D D Y
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Hazardous Work: Employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing	L499-M-C	7/10/2009	\$38.92	\$52.31	\$65.70	H H H H D D D D Y
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Cleaner/Sweeper Laborer; Furniture Laborer	L499-M-D	7/10/2009	\$32.76	\$43.07	\$53.38	H H H H D D D D Y
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Demolition Laborer	L499-M-demo	7/10/2009	\$38.42	\$51.56	\$64.70	H H H H D D D D Y
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**Marble Finisher**

Marble Finisher A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-MF	8/11/2009	\$41.37	\$51.86	\$62.34	H H D H D D D D Y
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**Apprentice Rates:**

Level 1	\$18.11	\$24.00	\$29.89
Level 2	\$19.25	\$25.71	\$32.17
Level 3	\$25.69	\$32.40	\$39.12
Level 4	\$27.09	\$34.50	\$41.92
Level 5	\$28.53	\$36.15	\$43.77
Level 6	\$30.07	\$38.06	\$46.06
Level 7	\$31.68	\$39.73	\$47.79
Level 8	\$33.10	\$41.42	\$49.74

Marble Mason A 4 ten workweek may be worked Monday thru	BR1-MM	8/11/2009	\$47.85	\$61.58	\$75.30	H H D H D D D D Y
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Official Request 111  
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Thursday or Tuesday thru Friday.

**Apprentice Rates:**

Level 1	\$23.92	\$31.19	\$38.47
Level 2	\$26.83	\$34.85	\$42.87
Level 3	\$31.79	\$40.02	\$48.26
Level 4	\$34.40	\$43.55	\$52.69
Level 5	\$36.55	\$45.94	\$55.33
Level 6	\$40.04	\$51.10	\$62.16
Level 7	\$40.67	\$51.90	\$63.14
Level 8	\$41.56	\$53.24	\$64.92

**Painter**

Painter (8 hours of repaint work performed on Sunday shall be paid time & one half rate) PT-22-P 10/15/2009 \$39.86 \$52.22 \$64.57 H H D H D D D D Y

Four 10s allowed Monday-Thursday with Friday makeup day if job down due to weather, holiday or other conditions beyond the control of the employer.

**Apprentice Rates:**

First 6 months	\$27.51	\$33.69	\$39.87
Second 6 months	\$31.21	\$39.24	\$47.27
Third 6 months	\$32.45	\$41.10	\$49.75
Fourth 6 months	\$33.68	\$42.95	\$52.21
Fifth 6 months	\$34.92	\$44.81	\$54.69
Final 6 months	\$36.15	\$46.65	\$57.15

**Plasterer**

Plasterer BR1P 12/16/2008 \$43.84 \$65.76 \$87.68 H H H H H H D N

**Apprentice Rates:**

1st 6 months	\$22.41	\$33.62	\$44.82
2nd 6 months	\$25.99	\$38.99	\$51.98
3rd 6 months	\$29.56	\$44.34	\$59.12
4th 6 months	\$33.13	\$49.70	\$66.26
5th 6 months	\$36.70	\$55.05	\$73.40
6th 6 months	\$40.27	\$60.41	\$80.54

Plasterer PL886 9/5/2007 \$39.33 \$53.09 \$66.85 H H H X H H H D N

**Apprentice Rates:**

1st 6 months	\$25.57	\$32.45	\$39.33
2nd 6 months	\$26.95	\$34.52	\$42.09
3rd 6 months	\$28.32	\$36.57	\$44.83
4th 6 months	\$31.07	\$40.70	\$50.33
5th 6 months	\$32.45	\$42.77	\$53.09
6th 6 months	\$33.83	\$44.84	\$55.85
7th 6 months	\$36.58	\$48.97	\$61.35
8th 6 months	\$37.95	\$51.02	\$64.09

**Plumber, Pipefitter**

Plumber, Pipefitter PL-671 7/20/2009 \$51.33 \$77.00 \$102.66 H H H H H H D N

**Apprentice Rates:**

1st period	\$29.91	\$41.30	\$55.06
2nd period	\$31.70	\$41.94	\$55.92
3rd period	\$33.48	\$48.24	\$64.32
4th period	\$35.26	\$46.84	\$62.46
5th period	\$37.00	\$53.40	\$71.20
6th period	\$38.85	\$51.80	\$69.06
7th period	\$40.59	\$54.20	\$72.26
8th period	\$42.42	\$61.34	\$81.78
9th period	\$44.20	\$59.18	\$78.90
10th period	\$47.78	\$64.12	\$85.50

Official Request 111  
 Requestor: DEPT. OF NATURAL RESOURCES  
 Project Description: REPLACE RESTROOM DOORS  
 Project Number: WM. STERLING STATE PARK  
 County: Monroe

**Official Rate Schedule**

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

**Sewer Relining**

Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	11/10/2009	\$40.32	\$54.65	\$68.97	H H H H H H H D N
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Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	11/10/2009	\$38.79	\$52.35	\$65.91	H H H H H H H D N
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**Sheet Metal Worker**

Sheet Metal Worker	SHM-33	7/9/2009	\$49.29	\$64.75	\$80.21	H H D H D D D D Y
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**Apprentice Rates:**

1st Year	\$21.53	\$28.26	\$34.99
3rd 6 months	\$33.83	\$41.56	\$49.29
4th 6 months	\$35.33	\$43.81	\$52.29
5th 6 months	\$36.82	\$46.04	\$55.27
6th 6 months	\$38.32	\$48.30	\$58.27
7th 6 months	\$39.81	\$50.53	\$61.25
8th 6 months	\$41.31	\$52.78	\$64.25
9th 6 months	\$42.81	\$55.03	\$67.25
10th 6 months	\$44.30	\$57.26	\$70.23

**Sprinkler Fitter**

Sprinkler Fitter	SP 669	9/17/2009	\$46.51	\$61.99	\$77.47	H H H H H H H D Y
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**Apprentice Rates:**

Class 1 & 2	\$23.44	\$31.31	\$39.17
Class 3	\$29.35	\$37.75	\$46.15
Class 4	\$30.93	\$40.12	\$49.31
Class 5	\$35.50	\$45.47	\$55.45
Class 6	\$37.07	\$47.83	\$58.59
Class 7	\$38.65	\$50.20	\$61.75
Class 8	\$40.22	\$52.55	\$64.89
Class 9	\$41.79	\$54.91	\$68.03
Class 10	\$43.36	\$57.27	\$71.17

**Terrazzo**

Terrazzo Finisher A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TRF	8/11/2009	\$41.84	\$52.56	\$63.28	H H D H D D D D Y
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**Apprentice Rates:**

Level 1	\$18.11	\$24.00	\$29.89
Level 2	\$19.25	\$25.71	\$32.17
Level 3	\$25.69	\$32.40	\$39.12
Level 4	\$27.09	\$34.50	\$41.92
Level 5	\$28.53	\$36.15	\$43.77
Level 6	\$30.07	\$38.06	\$46.06
Level 7	\$31.68	\$39.73	\$47.79
Level 8	\$33.10	\$41.42	\$49.74

Terrazzo Worker A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TRW	8/11/2009	\$47.31	\$60.77	\$74.22	H H D H D D D D Y
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**Apprentice Rates:**

Level 1	\$23.92	\$31.19	\$38.47
Level 2	\$26.83	\$34.85	\$42.87
Level 3	\$31.79	\$40.02	\$48.26
Level 4	\$34.40	\$43.55	\$52.69
Level 5	\$36.55	\$45.94	\$55.33
Level 6	\$40.04	\$51.10	\$62.16
Level 7	\$40.67	\$51.90	\$63.14
Level 8	\$41.56	\$53.24	\$64.92

Official Request 111  
Requestor: DEPT. OF NATURAL RESOURCES  
Project Description: REPLACE RESTROOM DOORS

Project Number: WM. STERLING STATE PARK  
County: Monroe

**Official Rate Schedule**

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

**Tile**  
 Tile Finisher BR1-TF \$41.39 \$51.89 \$62.38 H H D H D D D D Y  
 A 4 ten workweek may be worked Monday thru 8/11/2009  
 Thursday or Tuesday thru Friday.

**Apprentice Rates:**

Level 1	\$18.11	\$24.00	\$29.89
Level 2	\$19.25	\$25.71	\$32.17
Level 3	\$25.69	\$32.40	\$39.12
Level 4	\$27.09	\$34.50	\$41.92
Level 5	\$28.53	\$36.15	\$43.77
Level 6	\$30.07	\$38.06	\$46.06
Level 7	\$31.68	\$39.73	\$47.79
Level 8	\$33.10	\$41.42	\$49.74

Tile Layer BR1-TL \$47.26 \$60.69 \$74.12 H H D H D D D D Y  
 A 4 ten workweek may be worked Monday thru 8/11/2009  
 Thursday or Tuesday thru Friday.

**Apprentice Rates:**

Level 1	\$23.92	\$31.19	\$38.47
Level 2	\$26.83	\$34.85	\$42.87
Level 3	\$31.79	\$40.02	\$48.26
Level 4	\$34.40	\$43.55	\$52.69
Level 5	\$36.55	\$45.94	\$55.33
Level 6	\$40.04	\$51.10	\$62.16
Level 7	\$40.67	\$51.90	\$63.14
Level 8	\$41.56	\$53.24	\$64.92

**Truck Driver**  
 on all trucks of 8 cubic yard capacity or less TM-RB1 \$36.84 \$36.44 H H H H H H H H Y  
 9/17/2009  
 of all trucks of 8 cubic yard capacity or over TM-RB1A \$36.94 \$36.59 H H H H H H H H Y  
 9/17/2009  
 on euclid type equipment TM-RB1B \$37.09 \$36.81 H H H H H H H H Y  
 9/17/2009

**PART ONE - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following:

- 1. Steel doors.
- 2. Steel door frames.
- 3. Sidelight frames

- B. Related Sections include the following:

- 1. Division 4 Section "Unit Masonry Assemblies" for installing anchors and grouting frames in masonry construction.
- 2. Division 5 Section "Formed-Metal Fabrications" for customized hollow-metal work other than doors, panels, and frames.
- 3. Division 8 Section "Flush Wood Doors" for wood doors installed in steel frames.
- 4. Division 8 Section "Door Hardware (Scheduled by Naming Products)" for door hardware and weather stripping.
- 5. Division 8 Section "Door Hardware (Scheduled by Describing Products)" for door hardware and weather stripping.
- 6. Division 8 Section "Glazing" for glass in glazed openings in doors and frames.
- 7. Division 9 Section "Gypsum Board Assemblies" for spot-grouting frames installed in steel-framed gypsum board partitions.
- 8. Division 9 Section "Painting" for field painting factory-primed doors and frames.

**1.3 DEFINITIONS**

- A. Steel Sheet Thicknesses: Thickness dimensions, including those referenced in ANSI A250.8, are minimums as defined in referenced ASTM standards for both uncoated steel sheet and the uncoated base metal of metallic-coated steel sheets.

**1.4 SUBMITTALS**

- A. Product Data: For each type of door and frame indicated, include door designation, type, level and model, material description, core description, construction details, label compliance, sound and fire-resistance ratings, and finishes.
- B. Shop Drawings: Show the following:
  - 1. Elevations of each door design.
  - 2. Details of doors including vertical and horizontal edge details.
  - 3. Frame details for each frame type including dimensioned profiles.

4. Details and locations of reinforcement and preparations for hardware.
  5. Details of each different wall opening condition.
  6. Details of anchorages, accessories, joints, and connections.
  7. Coordination of glazing frames and stops with glass and glazing requirements.
- C. Samples for Verification: For each type of exposed finish required, prepare a sample not less than 3 by 5 inches and of same thickness and material indicated for final unit of Work.
- D. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.
- E. Oversize Construction Certificates: For door assemblies required to be fire-protection rated and exceeding size limitations of labeled assemblies.

## 1.5 QUALITY ASSURANCE

- A. Steel Door and Frame Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage.
- B. Inspect doors and frames on delivery for damage, and notify shipper and supplier if damage is found. Remove and replace damaged items.
- C. Store doors and frames at building site under cover. Place units on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation and ventilation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Doors and Frames:
    - a. Amweld Building Products.
    - b. Ceco Door Products.
    - c. Curries Company.
    - d. Republic Builders Products.

### 2.2 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 569/A 569M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type B; stretcher-leveled standard of flatness.
- C. Metallic-Coated Steel Sheets: ASTM A 653/A 653M, Commercial Steel (CS), Type B, with an A40 zinc-iron-alloy (galvannealed) coating; stretcher-leveled standard of flatness.
- D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class B coating; mill phosphatized; suitable for unexposed applications; stretcher-leveled standard of flatness where used for face sheets.

### 2.3 DOORS

- A. General: Provide doors of sizes, thicknesses, and designs indicated with the following criteria:
  - 1. Flush galvanized top cap x inverted galvanized bottom channel.
  - 2. Continuous welded edge seams.
  - 3. lifetime warranty on welded edge seams.
- B. Interior Doors: Provide doors complying with requirements indicated below by referencing ANSI 250.8 for level and model and ANSI A250.4 for physical-endurance level:
  - 1. Level II and Physical Performance Level B (Heavy Duty), Model 2 (Full Flush seamless).
  - 2. Steel thickness: 18 gauge Cold Rolled Steel.
- C. Exterior Doors: Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:
  - 1. Level III and Physical Performance Level A (Extra Heavy Duty), Model 2 (Full Flush seamless).
  - 2. Steel thickness: 16 gauge Galvanealed.
- D. Vision Lite Systems: Manufacturer's standard kits consisting of glass lite moldings to accommodate glass thickness and size of vision lite indicated.
  - 1. All vision lites shall be full flush type. No overlapping face edge accepted.

### 2.4 FRAMES

- A. General: Provide steel frames for doors, transoms, sidelights, borrowed lights, and other openings that comply with ANSI A250.8 and with details indicated for type and profile. Conceal fastenings, unless otherwise indicated.
- B. Frames 16 gauge for:
  - 1. Level II & Level III steel doors.
  - 2. Wood doors.
- C. Door Silencers: Except on weather-stripped frames, fabricate stops to receive three silencers on strike jambs of single-door frames and two silencers on heads of double-door frames.

- D. Plaster Guards: Provide 0.016-inch- thick, steel sheet plaster guards or mortar boxes to close off interior of openings; place at back of hardware cutouts where mortar or other materials might obstruct hardware operation.
- E. Supports and Anchors: Fabricated from not less than 0.042-inch- thick, electrolytic zinc-coated or metallic-coated steel sheet.
  - 1. Wall Anchors in Masonry Construction: 0.177-inch- diameter, steel wire complying with ASTM A 510 may be used in place of steel sheet.
- F. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A 153/A 153M, Class C or D as applicable.
- G. Frame minimum steel thickness: 16 gauge.
- H. Provide ½" thick by 1-3/4" wide full height filler strip of styrofoam behind hinge jamb to allow for drilling and topping for continuous hinge in field.

## 2.5 FABRICATION

- A. General: Fabricate steel door and frame units to comply with ANSI A250.8 and to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.
- B. Exterior Door Construction: For exterior locations and elsewhere as indicated, fabricate doors, panels, and frames from metallic-coated, Galvanealed steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053-inch- thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
- C. Interior Door and Panel Faces: Fabricate exposed faces of doors and panels, including stiles and rails of non-flush units, from the following material:
  - 1. Cold-rolled steel sheet, unless otherwise indicated.
  - 2. Metallic-coated steel sheet where indicated.
- D. Core Construction: Manufacturer's standard core construction that produces a door complying with SDI standards.
- E. Core Construction: One of the following manufacturer's standard core materials that produce a door complying with SDI standards:
  - 1. Polystyrene.
  - 2. Polyurethane.
- F. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between pairs of doors. Not more than 1/4 inch at bottom to flooring or thresholds. Coordinate with other trades.
- G. Clearances for Fire-Rated Doors: As required by NFPA 80.
- H. Single-Acting, Door-Edge Profile: Beveled edge, unless square edge is indicated.
- I. Double-Acting, Door-Edge Profile: Round vertical edges with 2-1/8-inch radius.

- J. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- K. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- L. Exposed Fasteners: Provide countersunk flat or oval heads for exposed screws and bolts where acceptable by the Architect.
- M. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
  - 1. Unless otherwise indicated, provide thermal-rated assemblies with U-value of 0.41 Btu/sq. ft. x h x deg F or better.
- N. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.
  - 1. For concealed overhead door closers, provide space, cutouts, reinforcement, and provisions for fastening in top rail of doors or head of frames, as applicable.
- O. Frame Construction: Fabricate frames to shape shown.
  - 1. Fabricate frames with mitered or coped and continuously welded corners and seamless face joints.
  - 2. For exterior applications, fabricate frames with mitered or coped and continuously welded corners and seamless face joints.
  - 3. Provide welded frames with temporary spreader bars.
  - 4. Provide terminated stops where indicated.
- P. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- Q. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.
- R. Glazing Stops: Manufacturer's standard, formed from 0.032-inch- thick steel sheet.
  - 1. Provide nonremovable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
  - 2. Provide screw-applied, removable, glazing stops on inside of glass, louvers, and other panels in doors.
- S. Astragals: As required by NFPA 80 to provide fire ratings indicated.

## 2.6 FINISHES

- A. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.
- B. Factory-Applied Paint Finish: Manufacturer's standard, factory-applied paint finish complying with ANSI A250.3 for performance and acceptance criteria.

1. Finished paint coat will be field applied unless otherwise noted.
2. Refer to drawing schedules for color and finish.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Placing Frames: Comply with provisions in SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
  1. Except for frames located in existing walls or partitions, place frames before construction of enclosing walls and ceilings.
  2. In masonry construction, provide at least three wall anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Acceptable anchors include masonry wire anchors and masonry T-shaped anchors.
  3. In existing concrete or masonry construction, provide at least three completed opening anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Set frames and secure to adjacent construction with bolts and masonry anchorage devices.
  4. In metal-stud partitions, provide at least three wall anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Attach wall anchors to studs with screws.
  5. For existing gypsum board partitions, knock-down, drywall slip-on frames are acceptable.
  6. Install fire-rated frames according to NFPA 80.
  7. For openings 90 inches or more in height, install an additional anchor at hinge and strike jambs.
- C. Door Installation: Comply with ANSI A250.8. Fit hollow-metal doors accurately in frames, within clearances specified in ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.
  1. Fire-Rated Doors: Install within clearances specified in NFPA 80.
  2. Smoke-Control Doors: Install to comply with NFPA 105.

#### **3.2 ADJUSTING AND CLEANING**

- A. Prime-Coat Touchup: Immediately after installation, sand smooth any rusted or damaged areas of prime coat and apply touch up of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

**END OF SECTION**