

**CITY of DULUTH  
PROJECT SPECIFICATIONS**

**Gogebic Street and Lanigan Boulevard  
Ditch and Culvert Improvements**

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**City of Duluth, MN  
411 West 1<sup>st</sup> St.  
Duluth, MN 55802**

**City Project #: 1142**

**Bid # 12-0533**

**Opening Date: September 12, 2012**

**Time: 2:00 P.M.**

**Place: City Hall Room 211A**

# CITY OF DULUTH INVITATION TO BID (ENG)

**PROJECT NAME/DESCRIPTION:** Gogebic Street and Lanigan Boulevard

**PROJECT NUMBER:** 1142

**BID NUMBER:** 12-0533

**FLOOD SITE NUMBER:** 472

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota, at his office, Room 100 City Hall, Duluth, Minnesota, 55802, (218) 730-5340 until 2:00 P.M. local time on September 12th, 2012 for the above named project. Immediately thereafter, bids will be taken to room 211A City Hall, where they will be publicly opened and read aloud.

## **NOTICE TO BIDDERS:**

- 1. A Project Labor Agreement (PLA) will be required for any bid that is over or could virtually go over \$150,000.**
- 2. Unless a Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address: [http://taxes.state.mn.us/Forms\\_and\\_Instructions/sde.pdf](http://taxes.state.mn.us/Forms_and_Instructions/sde.pdf)**

This project involves ditching and culvert replacement on Gogebic Street and Lanigan Boulevard. The work includes clearing and grubbing of storm debris, common channel excavation, 36" RCP culvert, 18" RCP storm sewer, catch basin and rip rap ditches.

Questions pertaining to this project should be directed to: Howard Smith, Project Engineer, 218-730-5092.

Each bidder must utilize the 2012 Edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specifications on the city website ([www.duluthmn.gov](http://www.duluthmn.gov)) as these Specifications are incorporated by reference and deemed to be a part hereof this project as if fully incorporated and set forth herein.

Plans and specifications may be secured from the City Engineering office, free of charge, in Room 211 City Hall, 411 West 1<sup>st</sup> St., Duluth, MN 55802.

Plans and specifications are on file for inspection at the City Engineering office, Duluth Builders Exchange, F.W. Dodge Plan Room, Minneapolis Builders Exchange and St. Paul Builders Exchange.

A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises when possible.

Contractor will comply with all applicable Equal Employment Opportunity laws and regulations.

The City of Duluth is an Equal Opportunity employer.

CITY OF DULUTH

Date posted to web:

Dennis Sears  
Purchasing Agent



REQUEST FOR BID

DATE 8/24/2012

BID # 12-0533

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 CITY HALL
Duluth, MN 55802
Dennis Sears
PHONE: 218-730-5340
FAX: 218-730-5921

Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements

BID OPENING DATE AT 2:00 P.M. ON SEPTEMBER 12, 2012

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax is not to be included in the unit price. Bidder to state freight chargers if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division

Tax:

Federal Excise Tax Exemption

Jobsite(s)

Account No. 41-74-0056 K

Vendor Email Address: FREIGHT CHARGE \$

NAME: TOTAL BID PRICE #

ADDR1: TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2:

ADDR3:

BY: PAYMENT TERMS \$

(Print) (Title) F.O.B. POINT \$

DELIVERY DATE \$

(Signature) (Tele. #)

The City of Duluth is an Equal Opportunity Employer.

C I T Y O F D U L U T H

DATE: 8/24/2012  
BID #: 12-0533

\*\*\*\*\*SCHEDULE OF PRICES\*\*\*\*\*

Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements

City Project 1142  
Bid No. 12-0533

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Unit Price	Total Price
001		1	Each	Exhibit A (Must Be Returned With The Bid)	\$ _____	\$ _____
TOTAL \$						_____

ADDENDUM RECEIPT ACKNOWLEDGEMENTS:

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

TOTAL BID IN WORDS:

\_\_\_\_\_

CONTRACTOR NAME:

\_\_\_\_\_

THE CONTRACTOR AGREES TO ALL OF THE PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS. ENCLOSED HEREWITH FIND A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF AT LEAST 5% OF THE AMOUNT OF PROPOSAL MADE PAYABLE TO THE CITY OF DULUTH AS A PROPOSAL GUARANTEE WHICH IT (see additional page(s))

\_\_\_\_\_  
(Initial)

C I T Y O F D U L U T H

DATE: 8/24/2012  
BID #: 12-0533

IS AGREED BY THE UNDERSIGNED WILL BE FORFEITED IN THE EVENT THE FORM OF CONTRACT AND BOND IS NOT EXECUTED, IF AWARDED TO THE UNDERSIGNED.

The bidder hereby certifies that he/she has received or viewed on-line the City of Duluth Public Works/Utilities Department - Engineering Division Standard Construction Specifications 2011 with 2012 ammendments booklet and has incorporated the terms hereof in its bid.

SIGNED: \_\_\_\_\_ FOR

\_\_\_\_\_ A PARTNERSHIP (OR)

\_\_\_\_\_ A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:

PRESIDENT \_\_\_\_\_  
VICE-PRES. \_\_\_\_\_  
SECRETARY \_\_\_\_\_  
TREASURER \_\_\_\_\_

ADDRESS(ES) \_\_\_\_\_

BEING DULY SWORN, DEPOSES AND SAYS THAT THERE ARE NO OTHER PERSONS COMPRISING ABOVE COMPANY OR FIRM THAN THE ABOVE NAMES, AND THAT THERE ARE NO PERSONS OR CORPORATIONS INTERESTED IN THE FORGOING PROPOSALS, EITHER AS PRINCIPAL OR SUBCONTRACTOR, OTHER THAN THE ABOVE NAMES; ALSO THAT THE PROPOSALS ARE MADE WITHOUT ANY CONNECTION WITH ANY PERSON OR PERSONS MAKING ANY PROPOSAL FOR THE ABOVE WORK; THAT THEY ARE IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; AND THAT NO PERSON ACTING IN ANY OFFICIAL CAPACITY FOR THE CITY OF DULUTH IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN, OR IN ANY PORTION OF THE PROFIT THEREOF.

(see additional page(s))

\_\_\_\_\_  
(Initial)

C I T Y   O F   D U L U T H

DATE: 8/24/2012  
BID #: 12-0533

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SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF A.D.,

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NOTARY PUBLIC

IMPORTANT NOTE BIDDERS:  
PLEASE DISREGARD THE NOTE ON PAGE 1  
REGARDING SALES TAX FOR THIS BID. ALL  
APPLICABLE SALES AND/OR USE TAXES ARE  
TO BE INCLUDED IN BID PRICING. ALSO,  
ALL BIDS ARE TO BE F.O.B. JOBSITE.  
THE BLANK ON PAGE ONE FOR FREIGHT IS TO  
TO BE LEFT BLANK.

Delivery Contact: Howard Smith, P.E.  
Engineering  
218-730-5092

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(Initial)

# EXHIBIT A

BID NO. 12-0533 CITY OF DULUTH PROJECT NO. 1142  
 GOGEBIC STREET AND LANIGAN BLVD DITCH AND CULVERT IMPROVEMENTS

LINE NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2101.511	CLEARING AND GRUBBING	LUMP SUM	1		
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	50		
4	2104.501	REMOVE 12" CMP CULVERT	LIN FT	32		
5	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	50		
6	2105.511	COMMON CHANNEL EXCAVATION	CU YD	750		
7	2211.503	AGGREGATE BASE (LV), CLASS 5	CU YD	100		
8	2501.511	36" RC PIPE CULVERT CLASS III	LIN FT	32		
9	2501.515	18" RC PIPE APRON	EACH	1		
10	2501.515	36" RC PIPE APRON	EACH	2		
11	2503.541	18" RC SEWER PIPE DESIGN 3006, CLASS III	LIN FT	16		
12	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	4		
13	2506.516	CATCH BASIN CASTING ASSEMBLY	EACH	1		
14	2511.501	RANDOM RIP RAP CLASS III	CU YD	600		
15	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	50		
16	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
17	2573.602	ROCK DITCH CHECK	EACH	8		
					TOTAL	

\_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (COMPANY)

\_\_\_\_\_  
 (DATE)

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

Affidavit of Non-Collusion:

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

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

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

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

Bidder's E.I. Number \_\_\_\_\_

(Number used on employer's quarterly Federal Tax return)

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

**TO:** City of Duluth, Minnesota **PROJECT NUMBER & DESCRIPTION** \_\_\_\_\_

**FROM:** \_\_\_\_\_

(FIRM's name, address, telephone number)

**A) Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) \_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

**B) Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

**C) Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this

certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - "Construction" Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an "EEO Statement and Certification" similar in nature to this "Statement and Certification", (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Signature

**NOTE:** In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

## City of Duluth Purchasing Division General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

### 1. Instruction to Bidders:

- A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
- B. All bids must be enclosed in a sealed envelope.
- C. The enclosed blue and white sticker must be placed on the outside of envelope.
- D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

### 2. Non-Collusion Clause:

Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

### 3. Award of Contract - Rejection of Bids:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

### 5. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

### 6. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the city, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

### 7. Completion of Bid Request:

The city may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

### 8. E.E.O. Regulations:

Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin.

The city of Duluth is an equal opportunity employer.

### 9. Participation:

FORM 17:01/28/94  
Revised: 08/28/02

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

- 1. Duluth Airport Authority
- 2. Spirit Mountain Recreational Area Authority
- 3. Duluth Entertainment and Convention Center
- 4. Duluth Transit Authority
- 5. Duluth Economic Development Authority
- 6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis county allowing the county to purchase from this bid when requested. St. Louis county will issue and be responsible for its own purchase orders.

### 10. Qualifications of Bidder

The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### 11. Addenda and Interpretations

Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

### 12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):

- A. The ability, capacity and skill of the bidder to perform the contract.
- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.
- D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

### 13. Quantities:

The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

### 14. Wages and Salaries:

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed \$2,000.

B. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

### 15. Validity of Bids:

All bids shall be valid for 60 days from the date of bid opening, unless an other period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period.

### 16. Facsimile Bids:

Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

### 17. Insurance:

All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

### 18. Website:

[ci.duluth.mn.us/city/service/purchasing/index.htm](http://ci.duluth.mn.us/city/service/purchasing/index.htm)

# IMPORTANT - NOTICE TO BIDDER

*On the envelope submitting your bid, it is imperative*

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

<b>S E A L E D</b>	BID NO.	<b>B I D E R</b>
	DATE OF OPENING	
	TIME OF OPENING	
	DESCRIPTION	

## SPECIFICATIONS SIGNATURE PAGE

I HEREBY CERTIFY THAT THIS PLAN, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Signature

David Bolf

Typed or Printed Name

8/24/12

Date

40926

License No.

**SPECIAL PROVISIONS**  
**Job Number: 1142**  
**Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements**  
**8-24-2012**

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Certified Payroll Checklist City Funding Only rev 4/5/11

Data for Labor Cost Bidding

Instructions to Bidders – Engineering 6/02/10

Prevailing Wage Rate(s): State of Minnesota Region 1 Highway-Heavy 5-7-2012, Truck Rental Rates 5-11-2012

Project Insurance Requirements 7/13/09

Construction Drawings

**SPECIAL PROVISIONS**  
**Job Number: 1142**  
**Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements**  
**8-24-2012**

The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity.

**THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING. HARD COPIES OF ALL FORMS ARE AVAILABLE AT THE ENGINEERING DIVISION, EXCEPT THE NON-COLLUSION AND AFFIRMATIVE ACTION POLICY STATEMENT, WHICH ARE AVAILABLE AT THE CITY OF DULUTH PURCHASING DEPARTMENT.**

Item listing from web:

<b>FORM</b>	<b>WEB SITE</b>
Affidavit of Non-Collusion (required by awarded contractor only)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Bidder's Label for submitting project bids	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Certified Payroll Form WH347 (front side only)	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
Contractor's Haul Route	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Debarment/Suspension Notice 8-7-2012	<a href="http://www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf">www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf</a>
IC-134 form	<a href="http://www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf">www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf</a>
IC-134 on-line submittal (click: Submit Contractor Affidavit; r-side of screen)	<a href="http://www.mndor.state.mn.us/">www.mndor.state.mn.us/</a>
MN Rules 5200.1105 & .1106	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
MN Statutes 177.41 to 177.44	<a href="http://www.revisor.mn.gov/statutes/?id=177">www.revisor.mn.gov/statutes/?id=177</a>
Notice to Bidders Prompt Payment to Subs	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
One-Call Instructions	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Purchasing Division General Specifications	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Request to Sublet TP-21834 (5-12-09)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Statement of Compliance Form (12-10)	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>
Supplemental General Conditions Part II 4/15/11	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>

**SPECIAL PROVISIONS**  
**Job Number: 1142**  
**Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements**  
**8-24-2012**

**NOTICE TO ALL BIDDERS:**

The City of Duluth Public Works & Utilities Department – Engineering Division 2011 Edition Standard Construction Specifications book and any addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The Standard Construction Specification is available on the City website at [www.duluthmn.gov/engineering/index.cfm](http://www.duluthmn.gov/engineering/index.cfm).

**SP-1**      **SCOPE OF WORK**

This project involves the channel excavation of the existing ditches, placing new culverts, placing rip rap in the ditch bottoms, removal and replacement of a catch basin and road crossing restoration.

**SP-2**      **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of Mn/DOT 1806 and the following:

- SP-2.1**      Construction operations shall be started on or before **September 25, 2012** or within ten (10) calendar days after the date of award by City Council resolution, whichever is later; however, the Notice to Proceed letter will be the official authorization to commence construction operations.
- SP-2.2**      All work required under this Contract shall be completed by **October 12, 2012**
- SP-2.3**      The provisions of Mn/DOT 1806.1C(3) are modified to the extent that the phrase "during the inclusive period from November 15 to April 15," is deleted. A similar phrase set forth in the second paragraph of Mn/DOT 1807.2 is also deleted.
- SP-2.4**      No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 6:30 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer. If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed. If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.
- SP-2.5**      When all, or a portion, of the Contract Time is specified as a calendar completion date, as provided in Mn/DOT 1103, the time is presumed to have been determined by considering the Proposal quantities, normal weather for the locality and season of the year, and the necessity of having the work completed by the specified date. The time may be extended by the Engineer only in accordance with the following:

When the Contract Time is specified as a fixed calendar completion date, any time extensions granted must be justified on the basis of unavoidable delay in starting or completing the progress controlling operations, and then, only when and to the extent that it is shown that delay time could not be overcome and the work brought back on schedule through reasonable adjustments in the Progress Schedule. Provided the Contractor has made all reasonable efforts to maintain an adequate and acceptable Progress Schedule, the specified completion date may be extended as the Engineer determines to be justified, for any of the following reasons:

- 1) Delays caused by failure of the City Council to award the Contract at least 10 calendar days in advance of the latest date specified for beginning construction operations.
- 2) Delays caused by an earthquake, flood, cloudburst, cyclone, tornado, or other cataclysmic phenomenon of a nature beyond the power of the Contractor to foresee and make preparations in defense against.
- 3) Delays caused by acts of the Government or a political subdivision, or by acts of the public enemy, including fires, epidemics, and strikes not caused by improper acts or omissions of the Contractor.
- 4) Delays caused by an action or non-action of the Department, such as suspension of work by order of the Engineer through no fault on the Contractor.
- 5) Delays caused in incompleteness of work being done by other Contractors or utility owners, or due to other unforeseeable interferences not the fault of the Contractor.
- 6) Delays direction attributable to the performances of Extra Work or increased quantities or work.
- 7) Extraordinary delays in delivery or materials, resulting from strikes, lockouts, freight embargoes, governmental acts, or sudden disaster, or a nature beyond the power of the Contractor or his/her supplier to foresee and forestall.

Delays caused by plant and equipment failure, and delays due to unsuitable weather or conditions resulting therefrom, will not be allowed as justification for time extension except when and only to the extent the Engineer considers justified in view of unavoidable circumstances or events. Normal weather delays and the usual plant and equipment failures must be allowed for establishing work schedules. An extension of time may be granted for such delays as are considered to be in excess of the normal, but only when it is shown that the lost time would not reasonably be made up

**SPECIAL PROVISIONS**  
**Job Number: 1142**  
**Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements**  
**8-24-2012**

through acceleration of the remaining work. Failure to prosecute the work continuously and effectively for the full time allowed, with adequate work force and schedule, will be cause for denial of any such time extension that may otherwise be allowed.

**SP-3**     **(1903) INCREASED OR DECREASED QUANTITIES**

The provisions of Mn/DOT 1903 regarding overruns and underruns shall not apply to the following items of work under the Contract:

_____	_____
_____	_____
_____	_____

**SP-4**     **(2360) PLANT MIXED ASPHALT PAVEMENT**

In addition to the City of Duluth Standard Specifications 2011 edition and any supplements or addenda to this document, and the latest Mn/DOT (2360) Plant Mixed Asphalt Pavement Specification (dated February 4, 2011), the following apply:

**SP-4.1**    Mix designation numbers for the bituminous mixtures on this project are as follows:

Type SP 9.5(or 12.5) Wearing Course Mixture (3,C)	SPWEA340C
Type SP 12.5 Non Wearing Course Mixture (3,C)	SPNWB330C

**SP-5**     **(1807.1) FAILURE TO COMPLETE WORK ON TIME**

Replace MN/DOT Table 1807-1 with the following paragraphs:

Liquidated damages will be assessed at a rate of \$600 for each calendar day that Substantial Completion or Final Completion objectives are not satisfied.

The liquidated damages as set forth above may apply equally, separately, and may be assessed concurrently.

**SP-6**     **METHOD OF PAYMENT**

Payment for construction items shall be described and quantified as in Exhibit A. All references to Method of Payment in governing specifications are not applicable, and payment shall only be made based on the bid items in Exhibit A unless otherwise authorized by official work order from the Engineer or Owner. Any construction activities, items, or materials identified in the construction drawings but not specifically listed under one of the following payment items shall be incidental to the project.

**SP-7**     **TURF ESTABLISHMENT**

Any turf or vegetation disturbed by the contractor outside of the improvement areas shall be restored to the pre-existing condition and protected with erosion BMP's (Best Management Practices).

**SP-8**     **BIDDING QUESTIONS**

All bidding questions concerning the project should be directed to David Bolf, P.E. at Northland Consulting Engineers, L.L.P., 102 S. 21st Avenue West, Suite 1, Duluth, MN 55806, 218-727-5995.

# City of Duluth CERTIFIED PAYROLL CHECKLIST

[City funded projects rev 4/5/11]

[www.duluthmn.gov/engineering/construction\\_documents.cfm](http://www.duluthmn.gov/engineering/construction_documents.cfm)

For ease of communication, the e-mail address of the person responsible for certified payroll reports (CPRs) is necessary from the prime contractor and all subcontractors.  
Please reply to the e-mail address in item #18.

- 1) Contractor's name and address must appear on the top line of each certified payroll report (CPR).
- 2) **City project number, name, and location must appear on each weekly CPR AND the Statement of Compliance.**
- 3) CPRs must be numbered sequentially. For example, #1, #2, #3, etc.
  - Should the prime contractor or any subcontractor NOT perform work on a project for one or several weeks, DO NOT submit any CPRs at all. When work resumes, mark the CPR with the next sequential number.
  - Should a project continue into another year, continue with the same number sequence.
- 4) Each employee's complete address and the last four digits of the social security number must be on the first CPR his/her name appears; subsequent CPRs need only show the name.
  - Hours of work must clearly correspond with the appropriate dates; overtime hours listed separately.
- 5) **CLASSIFICATION and CODE NUMBERS**  
Each employee's classification title, group number, and code number must be indicated on each CPR using the State of Minnesota Master Job Classification listing.
  - **NOTE** that the U S DOL prevailing wage decisions DO NOT match the State of Minnesota's for every classification—use caution when applying these code and group numbers.
  - **A listing of simply "operator" or "laborer" or "driver," etc. will not be accepted.**
    - » **CPRs will be returned for correction and monthly projects payments could be delayed.**
  - Employees who work in more than one classification must have the hours spent in each classification clearly indicated on separate lines with the appropriate wage.
  - Web site: <https://www.revisor.mn.gov/rules/?id=5200.1100>
- 6)
  - The U S DOL form WH-347 may be used for preparing the actual certified payroll report.  
web site: <http://www.dol.gov/whd/wh347.pdf>  
Any other form or software may be used as long as it mirrors the format of the report above.
- 7) **Total Pay Package**
  - The total pay package—base rate plus fringe benefits—must be equal to or greater than that established in the project prevailing wage schedules or the project labor agreement (PLA), if the project is subject to one.
    - » An employer may pay a lower hourly rate and higher fringe benefit rate than stated in the project's wage decision for regular time **PROVIDING** the total is equal to or greater than that of the wage decision—overtime must be applied to the higher prevailing wage rate in the project's wage decision.
  - **The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**
  - The **MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010) MUST BE USED** on all city projects. The second page must be completed in full regarding the fringe benefits. web site: <http://dot.state.mn.us/const/labor/forms.html>
  - The fringe benefit package is an integral portion of the prevailing wage. Should the **prime contractor or any subcontractor (regardless of tier)** become delinquent with any fringe benefit plan administrator's

requirements for monthly payment, an estimated amount due that plan plus penalties may be withheld from the monthly estimate(s) **OR** the entire monthly estimate(s) may be withheld. See item #10.

#### 8) Other Deductions

- “Other Deductions” must be identified; for example: garnishment, alimony, child support, other court ordered deductions, specific fringe benefits, etc. Copies of these documents must be submitted with the first certified payroll report the deduction appears OR an involuntary deduction form must be included with the first certified payroll report the deduction appears.
- **Voluntary deductions** must be clearly marked as to the type: medical, life insurance, 401K, loan payment, etc. A copy of the employee’s signed authorization for the voluntary deduction(s) must be included with the first certified payroll the deduction appears.
- **Union dues, union vacation pay, etc.** do not need an authorization form; however, those deductions must be clearly marked on the CPR and the Statement of Compliance which accompanies each CPR. web site: [www.duluthmn.gov/engineering/construction\\_documents.cfm](http://www.duluthmn.gov/engineering/construction_documents.cfm)

#### 9) Apprentices

- **Apprentices must be clearly identified on each certified payroll.**
- **A copy of the official state-approved apprenticeship agreement ALONG WITH the ratio language for that particular trade must be included with the first certified payroll report the apprentice appears.**
- Failure to complete the complete apprenticeship papers may result in a delay of project payments.

#### 10) Fringe Benefits

- Only plans approved by the U.S. Department of Labor will be allowed.
- Payments made to bonafide plans must be timely per the stipulations of the plan administrator.
- Delinquent payments may result in a delay of monthly estimates or an estimated dollar amount due deducted from the monthly estimate. MnDOT 1906 Partial Payments will be implemented.

#### 11) Trucking Operations

- **CPRs are required from ALL multiple truck operations (MTOs), partnerships, and corporations which have workers on a city of Duluth construction project.**
- CPRs are required from MTOs, partnerships, and corporations who have a contract with a broker and use their own employees or themselves (in a partnership or corporation) on a city of Duluth construction project.
  - » Each partner performing work on a project must submit a copy of his/her commercial driver’s license (CDL), cab card, and insurance certificate for the truck being operated with that weekly CPR. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates have expired.
- **Independent truck operators (ITOs)** must submit copies of their CDL, cab card, and insurance certificate for each truck being operated before commencing work on the construction project. These documents must be sent to the prime contractor who will, then, forward the material to Labor Compliance Specialist (see last page). No CPRs are required.

#### 11) Owners/Salaried Persons

City Ordinance 8940, 6/18/85 defines a laborer, mechanic: all persons utilized, employed, or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

- This means that all persons working on a City of Duluth project including owners, partners, salaried person, working foremen, etc. performing laborer and/or mechanic work shall be reported on the certified payroll reports including all data required of any laborer or mechanic.

#### 12) Base Workweek

On this city of Duluth funded project, the contractor may choose to work five 8-hour days OR four 10-hour days. Daily overtime must be paid on hours exceeding the base hours per day.

- 13) **Overtime:** **On this project, time and one-half the regular hourly rate is paid for hours exceeding eight per day OR hours exceeding ten per day dependent upon the base workweek selection / all hours after 40 per week.**

**The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**

- An employer may not withhold overtime payment exclusively until 40 hours per week are satisfied. **Daily overtime must be paid as it is earned.**
- See pages four and five of the Supplementary General Conditions, Part II, revised 6/11/10 in the project contract for further explanations of the overtime payment application.

14) **Originals**

**ORIGINAL certified payroll reports must be submitted WEEKLY.** The prime contractor is responsible for all subcontractors' certified payroll reports.

**FAXED certified payroll reports WILL NOT be accepted.**

**QUICKEN BOOK users will need to provide data in a format as the WH-347 payroll form.**

(See web site in item #6)

15) **Statement of Compliance**

The **MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010)** must also be completed in full and attached to each weekly certified payroll report.

web site: [www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)

- Check box A or box B for fringe benefit allocation (on the front side)
- The back side of this form requires the amount paid by classification and category plus the name, address, etc. of each fringe benefit plan.
- Any employee who has an exception to the fringe benefits must be explained in section "C."
- For fringe benefits paid in cash:
  - » again, indicate this in section "C"
  - » the fringe amount will be added to the employee's regular hourly rate; this total amount will appear on the certified payroll report and is subject to all payroll taxes
    - **overtime is calculated at one and one-half times the regular hourly rate half OR the base rate the employee is being paid if it is higher than the project's wage decision base rate [see #6 above] plus the fringe benefit amount.**
- A handwritten—**original**—signature must appear on the back side.

16) **EEO Reports are required on this project.**

- Use the MnDOT EEO-13 form. Web site: <http://www.dot.state.mn.us/civilrights/forms.html>
- See the project's specifications/contract for specifics.
- Submit the monthly reports to the Labor Compliance Specialist in item #18.

17) **IC-134**

Form IC-134, Withholding Affidavit for Contractors must be submitted before the full retainage can be released.

- on-line: [www.mndor.state.mn.us](http://www.mndor.state.mn.us) lower right side of screen, click: Submit Contractor Affidavit
- hard copies: [www.taxes.state.mn.us/Forms\\_and\\_Instructions/ic134.pdf](http://www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf)

18) Send **weekly** original certified payroll reports and monthly EEO reports to:

direct: 218/730-5200                      Labor Compliance Technician  
fax: 218/730-5907                         City of Duluth  
211 City Hall  
411 W. 1<sup>st</sup> St  
Duluth, MN 55802

**Note to subcontractors:** the original certified payroll reports must be submitted to the prime contractor. The prime contractor will make a copy for its records and send the originals to the address in item #18.

# DATA FOR LABOR COST BIDDING

**NOTE:**

**Wage Decisions are subject to change due to lock-in rules and revisions near the bid opening.**

**Project No.: 1142**

**Name: Gogebic Street and Lanigan Boulevard Ditch and Culvert Improvements**

This project is funded by:

**City of Duluth**

The base workweek may be:

**Five 8-hour days  
OR  
Four 10-hour days  
with OT on daily hours exceeding either / OT on all Hours after 40 per week**

**The project DOES NOT contain a project labor agreement (PLA).**

Should a project contain a project labor agreement:

- 1) Union scale may **not** be reflected in the prevailing wage schedule(s)
- 2) Note Article II Section 10 for trucking labor costs

**City of Duluth funding only:**

Each certified payroll must indicate the base workweek on the accompanying MnDOT Statement of Compliance form and beside each employee's name when his/her hours differ from the normal base workweek, if applicable.

**OVERTIME REQUIREMENTS:**

**For projects funded by the City of Duluth: overtime must be paid on daily hours worked in excess of the base daily hours.** Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

**The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**

**Project Prevailing Wage Decision: State of Minnesota Region 1 Highway-Heavy 5-7-2012  
State of Minnesota Truck Rental Rates 5-11-2012**

## INSTRUCTIONS TO BIDDERS

- 1) Use of Separate Bid Forms These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, completed, or executed. **Separate copies of bid forms are furnished for that purpose.**
- 2) Interpretations or Addenda No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the city of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the city engineer at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- 3) Inspection of Site Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; the city of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
- 4) Alternative Bids No alternative bids or bid items will be considered unless alternative bids are specifically requested by the technical specifications.
- 5) Bids
  - a) All bids must be submitted on forms supplied by the city engineer and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
  - b) Bid documents, including the bid and the bid guaranty, shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If the proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to city of Duluth purchasing manager, 100 City Hall, Duluth, Minnesota 55802.
  - c) The city of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and, at its option, may reject the same.
  - d) If the project is awarded, it will be awarded by the city of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in descending order. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.
  - e) Each bidder shall include in his bid the following information:
    - Principals – names, home addresses including city, state, and zip code
    - Firm – name, federal i.d. number, address, city, state, and zip code
    - Mechanical & Electrical Subcontractors -- names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal form).
- 6) Bid Guaranty
  - a) The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7) Collusive Agreements

- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).

- 8) Unit Prices The unit price, for each of the several items in the proposal of each bidder, shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications.

- 9) Corrections Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10) Time for Receiving Bids

- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

- 11) Opening of Bids At the time and place fixed for the opening of bids, the city purchasing manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

- 12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13) Award of Contract: Rejection of Bids

- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

- a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the city of Duluth an agreement in the form as furnished by the City, in such number of copies as the city of Duluth may require.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
  - 1) A performance bond for the use and benefit of the city of Duluth to complete the contract according to its terms, and conditioned on saving the city of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and
  - 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c) The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the city of Duluth may grant, based on reasons determined sufficient by the city of Duluth, shall constitute a default, and the city of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the city of Duluth for a refund.

15) Wages and Salaries

- a) Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and fringe benefit rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b) The rates of pay set forth in prevailing wage schedule(s) are *potentially* the minimums to be paid during the life of the contract. Project funding sources, bid opening date, contract award date, and the contract start date may be factors resulting in a change of prevailing wage schedules. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day hours in conjunction with the project's funding sources, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. A project labor agreement will be included in all contracts exceeding \$150,000.

- 16) Equal Employment Opportunity Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section 11).

- 17) Employment and Business Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, if any work is subcontracted, efforts should be made to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.

- 18) Sales and Use Taxes It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his/her liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his/her expense, for which no direct compensation will be made by the city to the contractor over and above the accepted bid.

19) Pre-Bid/Pre-Construction Meetings

- a) Should a pre-bid meeting will be held, it will be conducted seven (7) days prior to the bid date (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any

prime bidders to attend this meeting could jeopardize the contract award.

- b) Approximately seven (7) days after city council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his/her construction schedule, cost breakdown, required submittals, etc.

20) Equal Employment Opportunity (EEO) Affirmative Action Police Statement and Compliance Certificate.

- a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
- b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE  
FUNDED CONSTRUCTION PROJECTS



**THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE**

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**Construction Type: Highway and Heavy**

**Region Number: 01**

Counties within region:

- CARLTON-09
- COOK-16
- ITASCA-31
- KOCHICHING-36
- LAKE-38
- PINE-58
- ST. LOUIS-69

Effective: 2011-10-31    Revised: 2012-05-07

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLL.PrevWage@state.mn.us](mailto:DLL.PrevWage@state.mn.us)

**LABOR CODE AND CLASS**

	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
<b><i>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</i></b>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2011-10-31	17.19	11.59	28.78
	2012-05-01	17.44	12.09	29.53
104 FLAG PERSON	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
105 WATCH PERSON	2011-10-31	22.59	14.83	37.42
	2012-05-01	22.59	15.08	37.67
106 BLASTER	2011-10-31	29.14	15.08	44.22
	2012-05-01	29.14	15.33	44.47
107 PIPELAYER (WATER, SEWER AND GAS)	2011-10-31	28.14	15.08	43.22
	2012-05-01	28.14	15.33	43.47
108 TUNNEL MINER	2011-10-31	26.59	15.33	41.92
	2011-10-31	26.84	15.08	41.92
	2012-05-01	26.84	15.33	42.17
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2011-10-31	26.84	15.08	41.92
	2012-05-01	26.84	15.33	42.17
110	2011-10-31	26.14	15.08	41.22

SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

	2012-05-01	26.14	15.33	41.47
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2011-10-31	21.40	13.51	34.91

***SPECIAL EQUIPMENT (201 - 204)***

201 ARTICULATED HAULER	2011-10-31	30.97	16.60	47.57
	2012-05-01	31.12	16.70	47.82
202 BOOM TRUCK	2011-10-31	30.97	16.60	47.57
	2012-05-01	31.12	16.70	47.82
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2011-10-31	17.19	11.59	28.78
	2012-05-01	17.44	12.09	29.53

204 OFF-ROAD TRUCK	2011-10-31	30.97	16.60	47.57
	2012-05-01	31.12	16.70	47.82

***HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR***

<b>GROUP 2</b>	2011-10-31	31.82	16.60	48.42
	2012-05-01	31.97	16.70	48.67

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

<b>GROUP 3</b>	2011-10-31	31.27	16.60	47.87
	2012-05-01	31.42	16.70	48.12

309 ASPHALT BITUMINOUS STABILIZER PLANT

310 CABLEWAY

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

316 LOCOMOTIVE CRANE OPERATOR

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)

- 319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
- 320 TANDEM SCRAPER
- 321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

<b>GROUP 4</b>	2011-10-31	30.97	16.60	47.57
	2012-05-01	31.12	16.70	47.82

- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
- 343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
- 344 FRONT END, SKID STEER OVER 1 TO 5 C YD
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

<b>GROUP 5</b>	2011-10-31	27.93	16.60	44.53
	2012-05-01	28.08	16.70	44.78

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

<b>GROUP 6</b>	2011-10-31	26.72	16.60	43.32
	2012-05-01	26.87	16.70	43.57

- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)
- 389 DREDGE DECK HAND
- 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
- 393 LEVER PERSON
- 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

***TRUCK DRIVERS***

<b>GROUP 1</b>	2011-10-31	26.70	13.65	40.35
	2012-05-01	27.10	13.65	40.75

- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

<b>GROUP 2</b>	2011-10-31	26.15	13.65	39.80
	2012-05-01	26.55	13.65	40.20

604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

**GROUP 3**

2011-10-31	26.05	13.65	39.70
2012-05-01	26.45	13.65	40.10

605 BITUMINOUS DISTRIBUTOR DRIVER

606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)

607 THREE AXLE UNITS

**GROUP 4**

2011-10-31	25.80	13.65	39.45
2012-05-01	26.20	13.65	39.85

608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)

609 DUMP PERSON

610 GREASER

611 PILOT CAR DRIVER

612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS

613 TWO AXLE UNIT

614 SLURRY OPERATOR

615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)

616 TRACTOR OPERATOR, UNDER 50 H.P.

***SPECIAL CRAFTS***

701 HEATING AND FROST INSULATORS

2011-10-31	21.53	14.71	36.24
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702 BOILERMAKERS

FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PREVVAGE@STATE.MN.US](mailto:DLI.PREVVAGE@STATE.MN.US)

703 BRICKLAYERS

2011-10-31	28.58	20.66	49.24
2011-10-31	29.00	21.24	50.24

704 CARPENTERS

2011-10-31	29.72	17.15	46.87
2012-05-01	30.22	17.15	47.37

705 CARPET LAYERS (LINOLEUM)

2011-10-31	22.58	7.50	30.08
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706 CEMENT MASONS

2011-10-31	31.83	16.25	48.08
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	2012-05-01	33.33	16.25	49.58
707 ELECTRICIANS	2011-10-31	30.51	22.49	53.00
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
711 GROUND PERSON	2011-10-31	24.15	12.13	36.28
712 IRONWORKERS	2011-10-31	29.66	19.90	49.56
	2011-10-31	29.14	20.37	49.51
713 LINEMAN	2011-10-31	36.04	15.64	51.68
714 MILLWRIGHT	2011-10-31	30.12	14.65	44.77
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2011-10-31	27.31	14.59	41.90
	2012-05-01	27.91	14.59	42.50
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2011-10-31	29.72	17.15	46.87
717 PIPEFITTERS . STEAMFITTERS	2011-10-31	35.86	16.05	51.91
	2012-05-01	36.61	16.05	52.66
718 PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			

719 PLUMBERS 2011-10-31 31.49 19.34 50.83

720 ROOFER FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

721 SHEET METAL WORKERS 2011-10-31 30.30 20.01 50.31  
2012-05-30 30.80 20.01 50.81

722 SPRINKLER FITTERS FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

723 TERRAZZO WORKERS FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

724 TILE SETTERS FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

725 TILE FINISHERS FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

726 DRYWALL TAPER FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

727 WIRING SYSTEM TECHNICIAN 2011-10-31 32.09 12.39 44.48

728 WIRING SYSTEMS INSTALLER 2011-10-31 22.46 10.61 33.07

729 ASBESTOS ABATEMENT WORKER FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

730 SIGN ERECTOR FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)



# State of Minnesota

## Region 1 -- minimum truck rental rates

The operating costs were determined by survey on a statewide basis. The operating cost for "four or more axle units, straight body trucks" is determined to be \$51.58 an hour. The operating cost for "three axle units" is determined to be \$37.35 an hour. The operating cost for "tractor only" is determined to be \$41.43 an hour. The operating cost for "tractor trailers" is determined to be \$52.89 an hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the state's 10 highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows.

### Minimum hourly truck rental rates

<b>Region 1</b> May 1, 2012	<b>Tractor trailer</b> \$93.64	<b>4 or more axle</b> \$91.78	<b>3 axle</b> \$77.45	<b>Tractor only</b> \$82.18
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Minnesota Department of Labor and Industry  
443 Lafayette Road N., St. Paul, MN 55155

Phone: (651) 284-5070 (Labor Standards), (651) 284-5091 (prevailing wage) or 1-800-DIAL-DLI (1-800-342-5354); TTY: (651) 297-4198

Send email messages to Labor Standards at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us).

Send email messages about prevailing wage to [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us).

# City of Duluth

## Indemnification & Insurance Requirements

(Updated February 16, 2011)

**(Please Be Sure These Requirements Can Be Met Before Submitting Your Response)**

### INDEMNIFICATION CLAUSE

The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and same harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

### INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
  - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,00** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
  - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
  - (5) **The use of an “Acord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
  - c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
  - d. The City shall be named as an additional insured on each liability policy other than the workers’ compensation policies of the Contractor.
  - e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.
  - f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

Procedure verified by:

\_\_\_\_\_ Date \_\_\_\_\_  
 Don Douglas, Claims Adjuster  
 Duluth City Attorney’s Office

PRE-2004 CG 2010

A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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NOTICE OF CANCELLATIONS ENDORSEMENT IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Person or Organization (Name and Address)	Schedule Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth, MN 55802	30