CITY of DULUTH
PROJECT SPECIFICATIONS

43rd Ave East Creek Outlet Repair

City of Duluth, MN
411 West 1st St.
Duluth, MN 55802

City Project #: 1198

Bid # 13-0462

Opening Date: August 14, 2013

Time: 10:00 A.M.

Place: City Hall Room 106A

CITY OF DULUTH
INVITATION TO BID

PROJECT NAME/DESCRIPTION: 43rd East Creek Outlet Repairs
PROJECT NUMBER: 1198
BID NUMBER: 13-0462

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 10:00 a.m. local time on August 14, 2013 for the above named project. Immediately thereafter, bids will be taken to room 106A 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**

This project consists repairing the outlet of 43rd Ave East Creek below Gladstone Street. The work will include but not limited to providing a new 42" diameter RCP outlet apron to the existing storm culvert, installing pipe ties and repairing the outlet pool below the proposed apron with soil, geotextile fabric and class v riprap. Additional restoration of disturbed area with seed/ECB and sod as specified on the plan.

Questions pertaining to this project should be directed to: Tom Johnson, Project Engineer, 218-730-5103.

Each bidder must review the 2013 edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specification on the city website (www.duluthmn.gov) as these Specifications are incorporated by reference and are 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 at Room 211 City Hall, 411 West 1st St., Duluth, MN 55802 or downloaded from the City of Duluth website free of charge.

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.

The City of Duluth is an Equal opportunity employer. The Contractor will comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH
Dennis Sears
Purchasing Agent

REQUEST FOR BID
DATE 7/30/2013
BID # 13-0462

RETURN BY BID OPENING TIME TO:

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

43rd Ave East Creek Outlet Repair

BID OPENING DATE AT 10:00 A.M.On Wednesday August 14, 2013

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, waisve 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.

INSUREANCE CERTIFICATE required per attached requirements.
Designated F.O.B. Point:
Engineering Division
Jobsite(s)

Tax:

Federal Excise Tax Exemption
Account No. 41-74-0056 K

Vendor Email Address: _____

FREIGHT CHARGE $ _____

NAME: _____
ADDR1: _____
ADDR2: _____
ADDR3: _____

TOTAL BID PRICE # _____
TO INCLUDE ANY ADDITIONAL PAGES.

BY: _____
(Print) (Title)

_____
(Signature) (Tele. #)

PAYMENT TERMS $ _____
F.O.B. POINT $ _____
DELIVERY DATE $ _____

The City of Duluth is an Equal Opportunity Employer.

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

DATE: 7/30/2013

BID #: 13-0462

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

43rd Ave East Creek Outlet Repair

City Project No. 1198

Bid No. 13-0462

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Total Price
-	-	-	-	**See the Attached Exhibit A**	**$**

Note: Bids will be evaluated based upon the Grand Total Bid Price.

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)

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 2013 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)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF A.D.,

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.

PLEASE RETURN THE COMPLETED AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS FORM AND THE EQUAL EMPLOYMENT OPPORTUNITY FORM WITH THE BID.

Delivery Contact: Tom Johnson
Engineering
218-730-5103

(Initial)

Bid # 13-0462 Project # 1198
43rd Ave East Creek Outlet Repairs

EXHIBIT A

Item No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1		43rd Ave East Creek Outlet Repairs	Lump Sum	1		

GRAND TOTAL: $ _____

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 it 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 cross ed out and initialed.
B.All bids must be enclosed in a seal ed 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 Divi sion, Room 100 City Hall, Duluth, Minnesota 55802.

2. Non-Collusion Clause:
Vendor, their agent/employ ee 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 deem ed 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 award ed 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, re serves 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 ad denda). The failure or omis sion 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 re quired 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 an 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:
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 re quested. 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 evi dence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is property qualified to carry out the obligations of the contract and to complete the work contemplated therein. Con ditional bids will not be accepted.

11. Addenda and Interpretations
Responses to general ques tions 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 recemhtived at least five days prior to the date fixed for the opening of bids.

12. Award of Contract - Rejection of Bids:
In determining the suc cessful 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 re sources, 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:
A.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 up set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the re sponsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensa tions, 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 writ ing 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

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.

SEALED

BID NO.

DATE OF OPENING

TIME OF OPENING

A.M. P.M.

DESCRIPTION

BID

SPECIAL PROVISIONS
Job Number: 1198
43rd Ave East Creek Outlet Repair
July 2013

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

Thomas A Johnson
Typed or Printed Name

July 30, 2013
Date

46744
License No.

SPECIAL PROVISIONS
Job Number: 1198
43rd Ave East Creek Outlet Repair
July 2013

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Instructions to Bidders – Engineering 6/02/10
Data for Labor Cost Bidding
Prevailing Wage Rate(s) US DOL Federal Heavy, MN130105, 7-5-2013
State of Minnesota Region 1 Highway-Heavy, 4-15-2013
MN State Truck Rental Rates 5-1-2013
Project Insurance Requirements 2/16/11

Construction Plans

SPECIAL PROVISIONS
Job Number: 1198
43rd Ave East Creek Outlet Repair
July 2013

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:

FORM	WEB SITE
Affidavit of Non-Collusion (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Affirmative Action Policy Statement/Certificate - EEO	www.duluthmn.gov/engineering/construction_documents.cfm
(required by awarded contractor only)	
Bidder's Label for submitting project bids	www.duluthmn.gov/engineering/construction_documents.cfm
Certified Payroll Report form WH347 (front side only)	www.dol.gov/whd/forms/WH347.pdf
Contractor's Haul Route	www.duluthmn.gov/engineering/construction_documents.cfm
Debarment/Suspension Notice 10-10-2012	www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf
HUD 4010	www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf
IC-134 form	www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf
IC-134 on-line submittal (click: Submit Contractor Affidavit; r-side of screen)	www.mndor.state.mn.us/
MN Rules 5200.1105 & .1106	www.duluthmn.gov/engineering/construction_documents.cfm
MN Statutes 177.41 to 177.44	www.revisor.mn.gov/statutes/?id=177
Notice to Bidders Prompt Payment to Subs	www.duluthmn.gov/engineering/construction_documents.cfm
One-Call Instructions	www.duluthmn.gov/engineering/construction_documents.cfm
Purchasing Division General Specifications	www.duluthmn.gov/engineering/construction_documents.cfm
Request to Sublet TP-21834 (5-12-09)	www.duluthmn.gov/engineering/construction_documents.cfm
Statement of Compliance Form (12-10)	www.dot.state.mn.us/const/labor/forms.html
Statement of Compliance Form - 2nd page WH347	www.dol.gov/whd/wh347.pdf
Supplemental General Conditions Part II 4/15/11	www.duluthmn.gov/engineering/construction_documents.cfm

SPECIAL PROVISIONS
Job Number: 1198
43rd Ave East Creek Outlet Repair
July 2013

NOTICE TO ALL BIDDERS:

The City of Duluth Public Works & Utilities Department – Engineering Division 2013 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.

SP-1 **SCOPE OF WORK**

This project consists repairing the outlet of 43rd Ave East Creek below Gladstone Street. The work will include but not limited to providing a new 42" diameter RCP outlet apron to the existing storm culvert, installing pipe ties and repairing the outlet pool below the proposed apron with soil, geotextile fabric and class v riprap. Additional restoration of disturbed area with seed/ECB and sod as specified on the plan.

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 1, 2013** 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 substantially completed by **October 4, 2013.** Final Completion which includes submission of final payment requests and payrolls shall be by July 21, 2013.

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 incompletion 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 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 **(1807) FAILURE TO COMPLETE WORK ON TIME**

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-4 **43Rd Ave E Creek**

The Contractor shall prepare a plan for passing through, bypassing or pumping around the base flow and potential rain event flows that can be present in the creek. An approximate watershed of 230 acres flows to this specific road/creek crossing.

SP-5 **(2573) STORM WATER MANAGEMENT AND EROSION CONTROL**

The provisions of Mn/DOT Specification, 2573 Storm Water Management, shall apply to this contract except where otherwise defined in these Special Provisions. The anticipated project disturbance for all phases of the project area has been calculated under one acre, and therefore is required to obtain an erosion control permit from the City of Duluth, costs of obtaining the NPDES permit shall be incidental to the lump sum bid item of the project.

SP-5.1 The Contractor shall utilize Best Management Practices (BMP's) throughout the project to control sediment transport through water, air, and vehicular tracking. Required erosion control, inlet protection, and BMP's shall be installed prior to any excavation occurring, and maintained in good operating condition until the final restoration of all areas by methods specified in this contract are completed. The Contractor shall supply additional BMP's as required to control sediment from leaving the construction site. Payment for all erosion control practices and supervision shall be included with the lump sum bid item.

SP-6 **BIDDING QUESTIONS**

All bidding questions concerning the project should be directed to Tom Johnson, Project Manager, City of Duluth, 411 W. 1st Street, Room 211 408, Duluth, MN 55802, 218-730-5103.

SP-7 **PUBLIC ACCESS**

The contractor shall maintain access to the western end of Gladstone Street during construction and shall coordinate with homeowners any access limitations that may arise during material handling and equipment loading or unloading.

City of Duluth Public Works/Utilities - Engineering
06/02/10

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 data 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 alterative 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.

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.: 1198

Name: 43rd Ave East Creek Outlet Repairs

This **project is funded** by:

State of Minnesota with federal funding

The **base workweek**:

Five 8-hour days--OT on daily hours exceeding eight / 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

OVERTIME REQUIREMENTS:

Overtime must be paid on hours worked in excess of eight hours per day. 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: **U S DOL Federal Heavy, MN130105, 7-5-2013**
State of Minnesota Region 1 Highway-Heavy 4-15-13
State of Minnesota Truck Rental Rates 5-1-2012

General Decision Number: MN130105 07/05/2013 MN105

Superseded General Decision Number: MN20120105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	02/22/2013
2	03/29/2013
3	05/03/2013
4	05/10/2013
5	06/07/2013
6	07/05/2013

BOIL0647-004 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 32.40	25.37

CARP0361-020 07/11/2011

ST LOUIS COUNTY (Southern 1/3 including Cotton, Floodwood, Fond Du Lac, and Proctor)

	Rates	Fringes
CARPENTER (Including Form Work)	$ 31.07	15.80

CARP0361-021 07/11/2011

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work)	$ 31.47	15.80

CARP0606-010 05/01/2011

ST LOUIS COUNTY (Northeast 2/3 including Cook, Cusson, Ely; and Western part including Chisholm, Greaney, and Orr)

	Rates	Fringes
CARPENTER (Including Form Work)	$ 31.07	15.80

ELEC0242-012 06/02/2013

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

	Rates	Fringes
ELECTRICIAN	$ 31.91	23.60

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* ELEC0294-006 06/02/2013

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

	Rates	Fringes
ELECTRICIAN	$ 33.12	24.29

ENGI0049-064 05/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2	$ 32.22	16.70
Group 3	$ 31.67	16.70
Group 4	$ 31.37	16.70
Group 5	$ 28.33	16.70
Group 6	$ 27.12	16.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up; to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - $ .25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - $ .50 PREMIUM

UNDERGROUND WORK:
UNNELS, SHAFTS, ETC. - $ .25 PREMIUM
UNDER AIR PRESSURE - $ .50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
LEVEL A - $1.25 PREMIUM
LEVEL B - $ .90 PREMIUM
LEVEL C - $ .60 PREMIUM

IRON0512-028 05/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 29.24	21.20

LABO0132-038 05/01/2009

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only)	$ 16.70	10.49

LABO0563-034 05/01/2012

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General	$ 26.14	15.33
(2) Mason Tender Cement/Concrete	$ 26.34	12.94
(6) Pipe Layer	$ 28.14	15.33

LABO0563-035 05/01/2012

ST LOUIS (North of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General	$ 24.26	17.21
(2) Mason Tender Cement/Concrete	$ 24.46	17.21
(6) Pipe Layer	$ 26.26	17.21

PLAS0633-036 05/01/2012

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 26.71	14.64

PLAS0633-039 05/01/2012

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.78	16.80

SUMN2009-072 09/28/2009

	Rates	Fringes
LABORER: Landscape	$ 12.88	4.61

TEAM0160-018 05/01/2013

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck	$ 26.85	14.45
(2) 3 Axles/4 Axles; 5 Axles receive $0.30 additional per hour	$ 26.30	14.45
(3) Tandem Axles; & Single Axles	$ 26.20	14.45

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

Construction Type: Highway and Heavy

Region Number: 01

Counties within region:

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

Effective: 2012-10-29 Revised: 2013-04-15

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
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS

	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2012-10-29	26.14	15.33	41.47
	2013-05-01	26.11	15.61	41.72
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2012-10-29	26.14	15.33	41.47
	2013-05-01	26.11	15.61	41.72
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2012-10-29	17.49	12.04	29.53
	2013-05-01	18.00	12.43	30.43
104 FLAG PERSON	2012-10-29	26.14	15.33	41.47
	2013-05-01	24.26	17.46	41.72
105 WATCH PERSON	2012-10-29	17.97	7.71	25.68
106 BLASTER	2012-10-29	28.89	15.33	44.22
107 PIPELAYER (WATER, SEWER AND GAS)	2012-10-29	28.14	15.33	43.47
	2013-05-01	28.11	15.61	43.72
108 TUNNEL MINER	2012-10-29	26.84	15.33	42.17
	2013-05-01	26.81	15.61	42.42
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2012-10-29	26.84	15.33	42.17
	2013-05-01	26.81	15.61	42.42
110 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;	2012-10-29	26.14	15.33	41.47

	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.				
		2013-05-01	26.11	15.61	41.72
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2012-10-29	26.14	15.33	41.47
		2013-05-01	26.11	15.61	41.72
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.	2012-10-29	21.40	13.51	34.91

SPECIAL EQUIPMENT (201 - 204)

201	ARTICULATED HAULER	2012-10-29	31.12	16.70	47.82
		2013-05-01	31.37	16.70	48.07
202	BOOM TRUCK	2012-10-29	31.12	16.70	47.82
		2013-05-01	31.37	16.70	48.07
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	2012-10-29	17.49	12.04	29.53
		2013-05-01	18.00	12.43	30.43
204	OFF-ROAD TRUCK	2012-10-29	31.12	16.70	47.82
		2013-05-01	31.37	16.70	48.07

205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2012-10-29	27.81	14.69	42.50
		2013-05-01	28.36	14.69	43.05

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2012-10-29	31.97	16.70	48.67
		2013-05-01	32.22	16.70	48.92

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)

GROUP 3		2012-10-29	31.42	16.70	48.12
		2013-05-01	31.67	16.70	48.37

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)

GROUP 4	2012-10-29	31.12	16.70	47.82
	2013-05-01	31.37	16.70	48.07

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)

GROUP 5				
	2012-10-29	28.08	16.70	44.78
	2013-05-01	28.33	16.70	45.03

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)

GROUP 6	2012-10-29	26.87	16.70	43.57
	2013-05-01	27.12	16.70	43.82

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

GROUP 1	2012-10-29	27.10	13.65	40.75
	2013-05-01	27.25	14.00	41.25

601 MECHANIC . WELDER

602 TRACTOR TRAILER DRIVER

603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2012-10-29	26.55	13.65	40.20

	2013-05-01	26.70	14.00	40.70
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2012-10-29	26.45	13.65	40.10
	2013-05-01	26.60	14.00	40.60
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2012-10-29	26.20	13.65	39.85
	2013-05-01	26.35	14.00	40.35
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	2012-10-29	21.53	14.71	36.24
702 BOILERMAKERS	2012-10-29	31.87	24.40	56.27
	2013-01-01	33.52	24.40	57.92
703 BRICKLAYERS	2012-10-29	28.58	20.66	49.24
	2012-10-29	29.02	22.04	51.06
704 CARPENTERS	2012-10-29	30.37	17.40	47.77
	2013-05-01	30.87	17.40	48.27
705 CARPET LAYERS (LINOLEUM)	2012-10-29	22.58	7.50	30.08

706	CEMENT MASONS	2012-10-29	32.78	16.80	49.58
707	ELECTRICIANS	2012-10-29	34.71	19.37	54.08
		2013-06-01	35.42	19.77	55.19
708	ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
709	GLAZIERS	2012-10-29	25.58	15.12	40.70
		2013-05-01	26.58	15.12	41.70
710	LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
711	GROUND PERSON	2012-10-29	24.99	12.37	37.36
		2013-03-31	25.74	12.59	38.33
712	IRONWORKERS	2012-10-29	29.24	21.20	50.44
713	LINEMAN	2012-10-29	37.30	16.00	53.30
		2013-03-31	38.42	16.33	54.75
714	MILLWRIGHT	2012-10-29	20.00	0.00	20.00
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2012-10-29	27.81	14.69	42.50
		2013-05-01	28.36	14.69	43.05
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2012-10-29	30.42	17.35	47.77
		2013-05-01	30.92	17.35	48.27
717	PIPEFITTERS . STEAMFITTERS	2012-10-29	35.56	16.38	51.94
		2013-05-01	36.31	16.38	52.69

718	PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
719	PLUMBERS	2012-10-29	34.42	17.52	51.94
		2013-05-01	35.17	17.52	52.69
720	ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
721	SHEET METAL WORKERS	2012-10-29	30.66	20.59	51.25
722	SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
726	DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2012-10-29	32.09	10.61	42.70
728	WIRING SYSTEMS INSTALLER	2012-10-29	22.46	8.65	31.11
729	ASBESTOS ABATEMENT WORKER	2012-10-29	25.66	5.92	31.58

730 SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@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

Region 1	Tractor trailer	4 or more axle	3 axle	Tractor only
May 1, 2012	$93.64	$91.78	$77.45	$82.18

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.
Send email messages about prevailing wage to 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 9/20/12

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.

****

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.

Schedule

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