

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

**CITY of DULUTH  
PROJECT SPECIFICATIONS**

**Hutchinson Road Repair**

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

**City Project #: 1135  
City Flood Location#:  
43,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88**

**Bid # 12-0451-1**

**Opening Date: October 4, 2012**

**Time:2:00 PM**

**Place: Room 211A (City Hall)**

SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012

**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

Matt Bolt  
\_\_\_\_\_  
Typed or Printed Name

9/24/12  
\_\_\_\_\_  
Date

43913  
\_\_\_\_\_  
Registration No.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

## Table of Contents

SP-1	Scope of Work.....	5
SP-2 (1404)	Maintenance of Traffic and (2563) Traffic Control.....	5
SP-3 (1806)	Determination and Extension of Contract Time .....	13
SP-4 (1903)	Increased or Decreased Quantities .....	14
SP-5 (2104)	Remove Miscellaneous Debris .....	14
SP-6 (2105)	Construct Drainage Ditch.....	15
SP-7 (2501)	Trash Guard for 24" Pipe Apron.....	15
SP-8 (2503)	Connect into Existing Drainage Structure .....	15
SP-9 (2503)	Connect into Existing Storm Sewer .....	15
SP-10 (2506)	Construct Drainage Structure Design 96-4020 Special.....	15
SP-11 (2573)	Temporary Erosion Control.....	16
SP-12 (2573)	Erosion Control Supervisor.....	16

Invitation to Bid  
 Request for Bid  
 Exhibit A  
 Instructions to Bidders  
 Insurance Requirements  
 City of Duluth Purchasing Division – General Specifications  
 Affidavit and Information Required of Bidders  
 EEO  
 Request to Sublet Form  
 Certified Payroll Checklist rev 4/5/11  
 Data for Labor Cost Bidding  
 Prevailing Wage Rates - MN Region 1, Highway-Heavy, 10/31/2011  
 Truck Rental Rates 4/4/11

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUTH 121350  
SEPTEMBER 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:

FORM	WEB SITE
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 Report 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 2-10-2012	<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>
HUD 4010	<a href="http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf">www.hud.gov/offices/adm/hudclips/forms/files/4010.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>
MNOPS Intrastate Anti-Drug/Alcohol Misuse Prev Asmt (gas projects only)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Notice to Bidders Prompt Payment to Subs (city funded projects only)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Notice to Bidders Prompt Payment to Subs (state & federal funded projects only)	<a href="http://www.duluthmn.gov/engineering/construction_documents.cfm">www.duluthmn.gov/engineering/construction_documents.cfm</a>
Notice to Bidders Traffic Control 11/29/99 (federal funded projects only)	<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>
Operator Qualification Contractor Covered Tasks (gas projects only)	<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) (city and state funding only)	<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>
Truck Rental Rates 4/4/11 (state funded projects only)	<a href="http://www.dot.state.mn.us/const/labor/contractdocuments.html">www.dot.state.mn.us/const/labor/contractdocuments.html</a>
<b>Mn/DOT forms:</b>	
Contractor/Vendor form MnDOT (12/2010) (state funded projects only)	<a href="http://www.dot.state.mn.us/const/labor/documents/forms/contractor-vendor-form.pdf">www.dot.state.mn.us/const/labor/documents/forms/contractor-vendor-form.pdf</a>
Month End Trucking Report Form A & B (12-10) (state funded projects only)	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>
Month-End Trucking Report Statement of Compliance (12-10) (state funded projects only)	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>
Trucking Company-Vendor form MnDOT (12/2010) (state funding only)	<a href="http://www.dot.state.mn.us/const/labor/documents/forms/trucking-company-vendor-form.pdf">www.dot.state.mn.us/const/labor/documents/forms/trucking-company-vendor-form.pdf</a>
<b>HUD forms: (for HUD/CDBG and Federal funding)</b>	
Certified Payroll Form WH347	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
U S DOL Statement of Compliance	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
MnDOT Statement of Compliance for fringe benefit listing	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

**NOTICE TO ALL BIDDERS:**

The City of Duluth Public Works & Utilities Department – Engineering Division 2011 Edition Standard Construction Specifications book with 2012 amendments and any other 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 work provides for reconstruction of the roadway and drainage system on Hutchinson Road in Duluth, Minnesota. The work consists of ditching, drainage, and riprap.

The City of Duluth is the Owner of this project.

The Contractor will become a co-permittee with the City of Duluth on the NPDES II Storm Water Permit.

**SP-2 (1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL**

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Signs Manual, the Traffic Engineering Manual, the Traffic Control currently in-place, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, and drums, as required and sufficient barricade weights to maintain barricade stability.

The Contractor is advised of the changes to the Prevailing Wage Coverage as noted in the Notice to Bidders – Traffic Control Prevailing Wage Coverage contained in the front of this Proposal.

**SP-2.1 TRAFFIC CONTROL**

(A) The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. These individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference.

(B) If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least seven (7) days prior to the start of construction. The Contractor does not need to submit layouts that can be found in the 2011 Field Manual. All other layouts that are not found in the plan shall be submitted. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(C) The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

(D) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with plans, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

The Contractor is required to meet the traffic control device quality standards as determined in the Field Manual. The Contractor shall immediately replace traffic control devices that are deemed unacceptable. Signs that are dirty and result in a noticeable loss of reflectivity at night are also considered unacceptable and shall be cleaned or replaced. The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning the notification of unacceptable traffic control devices. If the Contractor is negligent in correcting the deficiency within one day of notification the Contractor shall be subject to a daily charge assessed at a rate of \$500 for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.

(E) The person performing the inspection in paragraph (D) above, shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

The Contractor shall provide copies of the inspection logs on a weekly basis on a day of the week determined by the Engineer. Additionally the Engineer may request copies of the logs at any time he deems necessary. **If the Contractor is negligent in providing the inspection logs on the predetermined weekly date or at the Engineer's request, the Contractor shall be subject to an hourly charge assessed at a rate of \$500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(F) The third sentence of paragraph 2 in MnDOT 1404.7 (Winter Suspension) is hereby revised as follows:

"In the event that any Contractor-owned traffic control devices are damaged or destroyed making them ineffective for their intended use, the Contractor will receive payment in the amount of the value of the traffic control device as determined by the Engineer."

(G) If, at any time, the Contractor fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the Department reserves the right to properly correct the deficiency. **Each time the Department takes such corrective action, the costs thereof, including mobilization, plus \$5,000 will be deducted from monies due or coming due the Contractor.**

(H) Measurement and Payment:

Traffic Control will be measured and paid for as follows:

Payment for all traffic control required to complete the Project as shown in the Plans and specified in these Special Provisions shall be made as a lump sum payment under Item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flagpersons) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid Items specifically provided in the Contract.

Traffic Control layouts or devices not shown in the plan or stated in these Special Provisions that are a necessary part of the Contractor's operations to complete the project as shown in the plan are included in the lump sum traffic control item. There will be no increase or decrease in the lump sum payment or additional payment for other traffic control Contract Items, except as provided in the following paragraph.

If the Engineer orders a change in traffic control because of a changed condition or change of project scope, payment for such changes will be made as Extra Work.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

The Traffic Control Payment Schedule will be as follows:

- (1) When 5 percent of the Contract amount is earned, 50 percent of the amount bid for traffic control will be paid.
- (2) When 10 percent, or more, of the Contract amount is earned, an additional 25 percent of the amount bid for traffic control will be paid.
- (3) When 50 percent, or more, of the Contract amount is earned, an additional 20 percent of the amount bid for traffic control will be paid.
- (4) The remaining 5 percent bid for traffic control will be paid when all work has been completed and accepted.
- (5) In all items above, the original Contract amount shall be the total value of all Contract Items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

**SP-2.2 VEHICLE WARNING LIGHT SPECIFICATION**

All Contractors', subcontractors' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE specifications. This would include closed roads that are open to local traffic only. This also includes any vehicle which enters the traveled roadway at any time. The SAE specification requirements are as follows:

360 Degree Rotating Lights - SAE Specification J845

Flashing Lights - SAE Specification J595

Flashing Strobe Lights - SAE Specification J1318

Lights shall be mounted so that at least one light is visible at all times when at eye level from a 18 m [60 foot] radius about the equipment. In order to meet the 360 degree at 18 m [60 foot] radius requirements supplemental lighting may be used in addition to the lights on the Approved Products List. All supplemental lights must be SAE Class 1 certified. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the Department. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Contractor shall equip their vehicles with lights that are on the Approved Products List which can be found at: <http://www.dot.state.mn.us/products/workzone/vehicllelights.html>.

A \$100 penalty (per incident) shall be assessed against the Contractor each time failure to comply with the above requirements is observed on the Project site.

**SP-2.3 FLAGGER TRAINING**

Any person acting as a flagger on this Project shall have attended a training session taught by a Contractor's qualified trainer. The Contractor's qualified trainer shall have completed a "MnDOT Flagger Train the Trainer Session" in the five years previous to the start date of this Contract and shall be on file as a qualified flagger trainer with the Department. The Flagger Trainer's name and Qualification Number shall be furnished by the Contractor at the pre-construction meeting. The Contractor shall provide all flaggers with the MnDOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The Contractor shall obtain handbooks from the Department. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form can be found at: <http://www.dot.state.mn.us/const/wzs/flagger.html>.

The Engineer will have the right to waive the above requirements.

**SP-2.4 TEMPORARY LANE CLOSURE REQUIREMENTS:**

(A) Unless otherwise approved by the Engineer, any temporary lane closure that is adjacent to traffic, and is extending to or beyond 300 m [1000 feet] shall have a minimum of one Type III barricade, or 3 drums, placed in the closed lane for every 300 m [1000 feet] of extension. Any lane closure that is adjacent to traffic and in place 3 days or more, shall use the Type III barricade only.

(B) All temporary lane closures shall have Type B Channelizers (drums, Type I or Type II barricades, vertical panel or Direction Indicator Barricades) in the lane closure taper and also in any shifts in traffic alignment.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

(C) Short Term Duration lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.

(D) Temporary lane closures or other restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted during those hours and at those locations approved by the Engineer. Requests for temporary lane closures shall be made at least 24 hours prior to such closures. When a temporary lane closure is used by the Contractor, the closure shall be incidental work and no direct compensation will be made therefore.

(E) Temporary lane restrictions will not be permitted between the hours of 6:30 A.M. and 8:30A.M. and between the hours of 4:00 P.M. and 6:00 P.M. **Work which will restrict or interfere with traffic shall not be performed between 12:00 noon on the day preceding and 9:00 A.M. on the day following any consecutive combination of a Saturday, Sunday and legal holiday.** The Engineer will have the right to lengthen, shorten, or otherwise modify the foregoing periods of restrictions as actual traffic conditions may warrant. **If the Contractor is negligent in adhering to the established time schedules, he shall be subject to an hourly charge assessed at a rate of \$500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(F) The Contractor shall provide one vehicle or trailer mounted flashing arrow panel for each lane of each work area where traffic is restricted. The arrow panel shall meet the requirements of the MN MUTCD, and be on the qualified products list for flashing arrow panels found at: <http://www.dot.state.mn.us/products/workzone/electronic.html>, and shall be equipped with a light that is visible to personnel in the work area to indicate that the unit is in operation. The flashing arrow panel shall be incidental to Traffic Control.

It is imperative that the Contractor continually operate each Flashing Arrow Panel at maximum legibility. Many factors, such as mechanical problems, insufficient charging, incorrect intensity settings, or other factors can degrade performance.

Except as approved by the Engineer, the Flashing Arrow Panel shall be stored off the shoulder when not in use. In the event the Engineer allows the arrow panel to remain on the shoulder, the arrow panel shall be delineated according to Layout 4 (Partial Shoulder Closure) in the field manual, as determined by the Engineer.

(G) The Contractor shall furnish flag persons as required to adequately control traffic. Flag persons shall conform to the requirements set forth in the MN MUTCD. All costs incurred to provide such flag persons shall be incidental to the lump sum traffic control.

(H) The Contractor shall provide two-way radios for flag persons.

The Contractor shall keep the separation distance between the last sign in the "flagger ahead" signing sequence and the actual flagger to the amount shown in the Field Manual, whenever it is practical. The maximum separation distance allowed from the signs to the flagger shall be 0.8 km [0.5 miles]. The Contractor shall use multiple flagger signing set-ups or continuously move the signing for moving flagging operations to keep within the distance limit. The "flagger ahead" signing sequence shall not be in place when flagging operations are not in effect.

The maximum distance between flaggers shall be 0.8 km [0.5 miles] unless otherwise authorized by the Engineer. In the event a distance longer than one mile is authorized, the Engineer may order the Contractor to provide two pilot cars at no additional cost to MnDOT.

All signs associated with the flagging operation must be removed or covered when flagging operations are not present.

The Contractor will be subject to a non-compliant charge for failure to adhere to the requirements listed in this section S-SP 2.4.H. These requirements include: providing two-way radios for flaggers, flagging operation length requirements, and distance limit between the flagger and the last sign in the flagger sequence, and removing or covering flagger signs when flagging operations are not present. **Non-compliance charges, for each incident will be assessed at a rate of \$500 per incident that the Engineer determines that the Contractor has not complied.** The charges may be assessed equally, separately, and may be assessed concurrently.

The Contractor shall coordinate the flagging operations in a manner which causes as little delay to the traveling public as possible, and at no time shall the delay exceed 5 minutes. In the event that the Contractor is unable to meet the maximum delay requirements, operations shall shut down until such time a new traffic control plan is developed which does meet the maximum delay requirement.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

If hauling operations create hazards for the traveling public, the Contractor will be required to provide additional flaggers, as directed by the Engineer. All costs incurred to provide the additional flaggers shall be incidental to the lump sum traffic control.

**SP-2.5 GENERAL REQUIREMENTS:**

(A) All portable sign assemblies shall be perpendicular to the ground. No traffic control device (signs, channelizing devices, arrowboards, etc.) shall be weighted so they become hazardous to motorists and workers. The approved ballast system for devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. During freezing conditions, the sand for bags shall be mixed with a de-icer to prevent the sand from freezing. The sandbags shall be placed and maintained at the base of the traffic control device to the satisfaction of the Engineer.

When signs will remain in the same location for more than 30 consecutive days the signs shall be post mounted. This would not include portable signs which are set up and taken down at the beginning and end of each work shift. The signs must be post mounted according to the Typical Temporary Sign Framing and Installation Detail Sheet found in the Plan or in these Special Provisions.

(B) When signs are installed, they shall be mounted on posts driven into the ground at the proper height and lateral offset as detailed in the MN MUTCD. **When signs are removed, the sign posts and stub posts shall also be removed from the Right of Way within two (2) weeks or the Contractor shall be subject to a daily charge assessed at a rate of \$100.00 per day for each day or portion thereof with which the Engineer determines that the Contractor has not complied.**

(C) The Contractor shall be required to cover or remove all traffic control devices which may be inconsistent with traffic patterns during all traffic switches. See Maintenance and Staging of Traffic Control.

(D) Open excavation adjacent to the existing pavement will not be permitted on opposite sides of the roadway at the same time.

(E) The Contractor shall provide protective devices necessary to protect traffic from excavations, drop-offs, falling objects, splatter or other hazards that may exist during construction. Equipment will not be allowed to suspend over traffic. This work shall be an incidental cost to the Contractor.

(F) The Contractor will not be permitted to park vehicles or construction equipment so as to obstruct any traffic control device. The parking of workers' private vehicles will not be allowed within the Project limits unless so approved by the Engineer.

Note 1 of Layout 2 of the field manual is hereby deleted. The Contractor will not be allowed to load or unload material or equipment on the shoulders of the roadway without a full shoulder closure using appropriate signs, barricades and channelizing devices as directed by the Engineer.

(G) The Contractor will not be allowed to store materials or equipment within 10 m [30 feet] of through traffic unless approved by the Engineer. If materials or equipment must be stored within 10 m [30 feet] of through traffic, the Contractor shall provide Type B channelizers, barricades or barriers, placed near the object to warn and protect traffic.

(H) All workers within the road Right-of-Way who are exposed to either traffic or to construction equipment shall wear reflectorized high-visibility safety apparel.

High-visibility safety apparel means personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and at a minimum meets performance Class 2 requirements of the ANSI/ISEA 107 – 2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear".

Additional Requirements: ANSI/ISEA 107-2004 Class 3 Requirements (Class 2 Vest with Class E Long Pants)

- Flag Persons – In addition to an ANSI Class 2 hat, vest, shirt, or jacket, flaggers shall wear high visibility Class E long pants.
- Nighttime and Low Light Conditions – All workers working at night or in low light conditions shall wear high visibility Class E long pants in addition to an ANSI Class 2 vest, shirt, or jacket.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

All high visibility apparel must be worn in the manner for which it is intended to be worn. All apparel worn on the torso must be closed in the front to provide contiguous 360 degree visibility. If a workers high-visibility apparel becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel, the apparel shall be removed from service and replaced with new apparel.

The Contractor will be subject to a non-compliant charge for failure to adhere to the clothing requirements as listed above. Non-compliance charges, for each incident, will **assessed at a rate of \$500.00 per incident** that the Engineer determines that the Contractor has not complied.

(I) At the beginning of the Project, the Contractor shall store at least 10 extra Type III barricades and 10 extra retroreflective drums, at a convenient location within the Project limits, to be used at the discretion of the Engineer. No direct compensation will be made to the Contractor for furnishing and erecting these traffic control devices.

If additional devices, beyond the quantity specified above, are ordered by the Engineer the Contractor will be compensated according to Section S-2.8 (ADDITIONAL TRAFFIC CONTROL DEVICES) of this Special Provision.

(J) When work will be performed between the official hours of sunset and sunrise, all appropriate practices for night work will apply.

The Contractor shall provide sufficient numbers of light plants to adequately illuminate the work area as determined by the Engineer. All costs incurred to provide such light plants shall be incidental to the lump sum traffic control.

All Contractor's personnel, except operators who will remain in their vehicles at all times, shall wear reflectively striped (approximately 10 m [**33 feet**] of striping), highly visible, short sleeved one or two piece coveralls (color and striping pattern to be determined by the District Traffic Engineer), at all times while working on the Project. These coveralls shall be considered an incidental expense for which no direct compensation will be made. Any Contractor's employee found on the Project not wearing the prescribed reflective coveralls will be immediately ordered off the Project by the Engineer.

The Contractor shall provide a sufficient amount of 50 mm [**2 inch**] wide highly reflective vehicle marking tape to be applied to Contractor vehicles and equipment, as directed by the Engineer, and as provided by the manufacturer's instructions. This tape shall be considered an incidental expense for which no direct compensation will be made and shall be on the qualified products list for conspicuity vehicle sign sheeting as found at: <http://www.dot.state.mn.us/trafficeng/gpl/Signing.pdf>. Vehicle examples to be marked with tape are Contractor rollers, paver, millers and other equipment normally found in the lane closure.

The State will **assess monetary deductions in the amount of \$1000.00 for each Calendar Day** or portion thereof, that the Contractor fails to provide sufficient numbers of light plants as described in this Section S-2.5.J. As light plants may be dedicated or otherwise made available to the Project, this assessment will be chargeable even if reasons beyond the control of the Contractor such as breakdowns, late delivery of materials, weather delays, or other unanticipated problems cause the work to be accomplished in non-daylight hours.

**(K) Inplace Signing**

All in place signs and delineators that interfere with the Contractor's normal operation shall be relocated outside of the work area or removed by the Contractor at the direction of the Engineer. Signs that are removed and will be reused are to be stored in such a manner as to protect the sign from scratching, fading, or other harmful affects until said signs are reinstalled. Upon completion of work at each sign location, or at the direction of the Engineer, the signs shall be replaced as near to their original locations as possible or to a location designated by the Engineer. **Signs and structures damaged by the Contractor shall be replaced by him at his own expense.**

The reinstalled sign posts shall be plumb and the sign panels shall be level. The minimum mounting height shall be 7 feet above the elevation of the traveled roadway. The minimum embedment length of the stub posts shall be 3.5 feet. The splice between the stub post and the riser post shall be a minimum of 12 inches. **The Contractor will be assessed a \$100 charge for each sign that does not comply with the In Place Signing requirements. In addition the Contractor will be required to correct the deficiency at his own cost within 2 weeks of being notified by Mn/DOT. If the deficiency has not been corrected within 2 weeks, the Contractor will be charged \$50 per sign per day until the deficiency has been corrected.**

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

All costs incurred to relocate, salvage, and reinstall in place signing shall be incidental work and no direct compensation will be made therefore.

(L) All temporary rigid signs shall be fabricated with an approved retroreflective sheeting material of the appropriate color, and be listed on the Qualified Product Listing (QPL) for either "Sheeting for Rigid Signs" or "High Performance Sheeting for Rigid Signs". Signs remaining in place that still apply during temporary operations need no change in sign sheeting.

To visually identify approved retroreflective sign sheeting on temporary rigid signs in the field signs shall have an easily identifiable marking on the face. This marking verifies that the sign sheeting is Approved for Rigid Sign Use as found on the QPL. Although still required to meet sheeting standards, temporary rigid signs 4 sq. feet and under in size and all barricades and route markers will be exempt from this marking. The appropriate marking shall be used for each type of the approved sheeting types. Refer to the instructions for the marking of temporary signs which may be found on the APL or directly at the following link: <http://www.dot.state.mn.us/products/signing/common/typelabel.pdf>

The retroreflective sheeting types and qualified products used for temporary signs and barricades can be found at: <http://www.dot.state.mn.us/products/signing/sheeting.html>.

(M) In temporary traffic control zones only, a 12" x 18" black on white "Keep Right" sign, may be used in lieu of the sizes stated in the Standard Signs Manual.

**SP-2.6 MILLING, SEALCOATING, AND PAVING OPERATIONS**

(A) The Contractor shall schedule construction operations so as to minimize traffic exposure to uneven lanes, milled edges, and edge drop-offs. Only after every attempt has been made to avoid these conditions and one or more of them are deemed necessary, the Contractor shall provide and maintain the appropriate traffic control in accordance with the "DROP OFF GUIDELINES" in the Field Manual.

**SP-2.7 MAINTENANCE AND STAGING OF TRAFFIC CONTROL**

- (A) The Contractor shall maintain, at all times, access to the existing properties within the project limits.
- (B) All signs installed on roads open to traffic that are not consistent with traffic operations shall be covered as directed by the Engineer. The cover should be a plate of solid material covering the entire legend or all of that part of the legend that is inappropriate. This cover shall be bolted to the sign and shall use a minimum of 3 mm [**1/8 inch**] plastic washers between the sign face and the cover. See Figures 8.2A, 8.2B and 8.3C of the Traffic Engineering Manual for details.
- (C) No access to or from any public road will be permitted for the Contractor's equipment, material deliveries, the hauling of excavated materials of any kind, or employees' private vehicles, except at in place public road intersections, or at locations and in such manner as approved by the Engineer.
- (D) The Contractor shall at all times maintain a lane width of not less than **11 feet** in each direction.
- (E) The Contractor shall notify the city of Duluth, phone number 218.730.5103 at least 24 hours prior to posting any parking ban within the City.
- (F) The Contractor shall furnish, install, and maintain "ROAD WORK AHEAD" or "ROAD CLOSED AHEAD" signs in advance of the construction limits on all intersecting roads and streets as directed by the Engineer. The signs shall conform to the standards shown in the MN MUTCD. No direct compensation will be made to the Contractor for furnishing and erecting these signs. The signs shall remain the property of the Contractor.
- (G) Street identification signage shall be maintained at all times. Where the only existing signs are small city or county signs located at the intersection, street names and address numbers shall be maintained by temporary installations as required by the Engineer. This is necessary to maintain the 911 emergency system.

**SP-2.8 ADDITIONAL TRAFFIC CONTROL DEVICES**

In addition to the traffic control devices currently in-place, and/or Field Manual, the Engineer may require more traffic control as traffic conditions may warrant. These items are not intended for temporary lane closures.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

NOTE: These provisions will apply ONLY when the Plan contains Item(s) for 2563.601 (Traffic Control) and/or if "Traffic Control Layouts" are included in the Plan or attached to this Proposal.

**(A) General Requirements:**

The Contractor shall furnish the additional traffic control devices as ordered by the Engineer.

The devices shall be installed and maintained in a functional and/or legible condition, at all times, to the satisfaction of the Engineer.

**(B) Measurement:**

Flashers, barricades, reflectorized drums, portable changeable message signs, 1220 x 1220 mm **[48 x 48 inch]** signs, and flashing arrow boards will be measured by the number of individual units of each type multiplied by the number of Calendar Days each unit is in service.

Standard signs of each type, other than 1220 x 1220 mm **[48 x 48 inch]** signs will be measured by the face area of signs furnished multiplied by the number of Calendar Days each square meter **[square foot]** of sign is in service.

Special construction signs will be measured by the face area thereof furnished and installed as specified.

Flag Persons and Police Officers will be measured by the length of time each is in service on the job. Police Officers shall be equipped with a car at all times on the job and the car shall be incidental in the payment for the Police Officer.

**(C) Payment:**

Payment for additional traffic control devices of each type, at the appropriate pre-determined Unit Day price set forth below, shall be compensation in full for all costs of furnishing, installing, maintaining, and subsequently removing and disposing of the device.

Payment for standard signs of each type, other than 1220 x 1220 mm **[48 x 48 inch]** signs, will be made at the appropriate pre-determined Square Meter/Day **[Square Foot/Day]** price which shall be payment in full for all costs of furnishing, installing, maintaining and subsequently removing and disposing of the signs.

The pre-determined Square Meter **[Square Foot]** price for "Construction Signs - Special" shall be payment in full to furnish, install, maintain and remove such signs. All materials required to furnish and install these signs will remain the property of the Contractor.

Payment for Flag Persons and Police Officers will be by the Unit Hour for each hour or portion thereof that each is in service on the Project.

Payment for all additional traffic control devices, as ordered by the Engineer, will be made in accordance with the following schedule:

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

ADDITIONAL TRAFFIC CONTROL DEVICES

Item No.	Item	Unit	Predetermined Price
2563.610	Flag Person	Hour	*
2563.610	Police Officer	Hour	**
2563.613	Type I Barricade w/Steady Burn Light	Unit Day	\$1.05
2563.613	Type III Barricade	Unit Day	2.75
2563.613	Direction Indicator Barricade	Unit Day	1.25
2563.613	Reflectorized Plastic Safety Drum	Unit Day	0.85
2563.613	Reflectorized Plastic Safety Drum w/Down Arrow	Unit Day	0.95
2563.613	Weighted Traffic Channelizer	Unit Day	0.40
2563.613	Flasher Type A (Low Intensity)	Unit Day	0.50
2563.613	Flasher Type B (High Intensity)	Unit Day	1.75
2563.613	Flasher Type C (Steady Burn)	Unit Day	0.90
2563.613	1220 x 1220 mm [48 x 48 inch] Standard Sign	Unit Day	1.75
2563.613	1220 x 1220 mm [48 x 48 inch] Standard Sign w/Support	Unit Day	2.20
2563.613****	Portable Changeable Message Sign	Unit Day	225.00
2563.613****	Flashing Arrow Board (one shift)	Unit Day	33.00
2563.613****	Flashing Arrow Board (24 hour day)	Unit Day	45.00
2563.617*****	Standard Signs	m <sup>2</sup> /Day	1.08
2563.617*****	Standard Signs	SQ.FT./Day	0.10
2563.617*****	Standard Signs w/support	m <sup>2</sup> /Day	1.72
2563.617*****	Standard Signs w/support	SQ.FT./Day	0.16
2563.604	Construction Signs - Special	m <sup>2</sup>	270.00
2563.618	Construction Signs - Special	SQ.FT.	25.00

\* Shall be paid at the Contract Flagger Classification Total Rate, which is the Basic Rate plus the Fringe Rate.

\*\* Shall be paid at the invoice price plus 10%

\*\*\* (PCMS) Type C Trailer Mounted Message Signs will be permitted. It is imperative that the Contractor continually operate each PCMS at maximum legibility. Many factors, such as mechanical problems, insufficient charging, incorrect intensity settings, or other factors can degrade performance. If at any time the Contractor fails to operate a Portable Changeable Message Sign at maximum legibility, as determined by the Engineer, no payment will be made for each day that the Message Sign is deemed inadequate.

\*\*\*\* It is imperative that the Contractor continually operate each Flashing Arrow Board at maximum legibility. Many factors, such as mechanical problems, insufficient charging, incorrect intensity settings, or other factors can degrade performance. If at any time the Contractor fails to operate the Flashing Arrow Board at maximum legibility, as determined by the Engineer, no payment will be made for each day that the Flashing Arrow Board is deemed inadequate.

\*\*\*\*\* Other than 1220 X 1220 mm [48 X 48 inch] Signs, with or without support.

NOTE: These predetermined unit prices apply only if not listed as separate bid items.

Barricades, drums and signs by the Unit Day shall be paid for up to 90 days per device. After 90 days, payment per Unit Day will continue at a reduced price of 40% of the Unit price.

**SP-3 (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-3.1** Construction operations shall be started on or before October 10, 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-3.2** All work required under this Contract shall be completed by October 29, 2012.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

- SP-3.3** 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-3.4** 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-3.5** 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 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-4** **(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:

2511.501	Random Riprap Class III
2511.501	Random Riprap Class V

**SP-5** **(2104) REMOVE MISCELLANEOUS DEBRIS**

This work consists of removing miscellaneous debris in accordance with the applicable Mn/DOT Standard Specifications and the following:

- S-5.1** The area for clean-up is from the existing manhole to the existing outlet at approximately Station 24+00 Rt. The washed out area with debris is approximately 40 feet long by 25 feet wide. All debris shall be removed from the project location and includes, but not limited to, trees, roots, branches, shrubs, boulders, and miscellaneous concrete.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

**S-5.2** Measurement will be made by the lump sum as specified. Payment will be under Item 2104.601 (Remove Miscellaneous Debris) at the Contract bid price per lump sum, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to remove debris from the construction site to the satisfaction of the Engineer.

**SP-6** **(2105) CONSTRUCT DRAINAGE DITCH**

This work consists of constructing drainage ditches in accordance with the applicable Mn/DOT Standard Specifications and the following:

Drainage ditches shall be a minimum depth of 2.5 feet measured from the shoulder edge. Side slopes of the ditches shall be thoroughly compacted and not exceed one and one-half (1 ½ ) horizontal to one (1) vertical as shown in the plans. The bottom of the ditch shall be a minimum of two feet in width and formed by a compacted layer of soil. Restoration of all ditches shall be with sodding type erosion, fertilizer type 3, 20-10-20 at 200 lbs./acre or riprap as shown in the plans.

Measurement will be made by the linear feet of ditch constructed as specified. Payment will be under Item 2105.603 (Construct Drainage Ditch) at the Contract bid price per linear feet, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to construct the drainage ditch as shown in the plans and to the satisfaction of the Engineer

**SP-7** **(2501) TRASH GUARD FOR 24" PIPE APRON**

This work shall consist of furnishing and installing a Trash Guard in accordance with the applicable MnDOT Standard Specifications and the following:

Measurement will be made by the number of guards furnished and installed as specified. Payment will be made under Item 2501.602 (Trash Guard for 24" Pipe Apron) at the Contract bid price per each, which shall be payment in full for all costs involved.

**SP-8** **(2503) CONNECT INTO EXISTING DRAINAGE STRUCTURE**

This work consists of constructing connections from manholes into proposed storm sewer in accordance with the applicable MnDOT Standard Specifications and the following:

**SP-8.1** Measurement will be made by the number of connections constructed as specified. Payment will be under Item 2503.602 (Connect to Existing Drainage Structure) at the Contract bid price per each, which shall be compensation in full for all costs involved.

**SP-9** **(2503) CONNECT INTO EXISTING STORM SEWER**

This work consists of constructing connections from existing storm sewer into proposed manholes in accordance with the applicable MnDOT Standard Specifications and the following:

**SP-9.1** Measurement will be made by the number of connections constructed as specified. Payment will be under Item 2503.602 (Connect to Existing Storm Sewer) at the Contract bid price per each, which shall be compensation in full for all costs involved.

**SP-10** **(2506) CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020 SPECIAL**

This work shall consist of constructing a 96" storm manhole and fabricating and installing steel plate into storm manhole as shown on the Plans.

Measurement will be made by the LIN FT. Payment will be made under Item 2506.603 (Construct Drainage Structure Design 96-4020 Special at the contract bid price per lineal foot, which shall be compensation in full for all costs incidental thereto including, but not limited to, furnishing extensions as required and replacing any materials damaged by the Contractor's operations.

**SP-11** **(2573) TEMPORARY EROSION CONTROL**

This work consists of construction and maintenance of a rock construction, silt fence, inlet protections, and temporary ditch check throughout the project. The purpose of these items is to prevent appreciable soil tracking onto public roadways for the duration of the Project, and transportation of construction sediment to the storm sewer and ditch systems. The location of each item shall be approved by the Engineer prior to construction.

**SPECIAL PROVISIONS  
CITY JOB NO. 1135  
HUTCHINSON ROAD REPAIR  
SEH NO. DULUT 121350  
SEPTEMBER 2012**

**SP-11.1 Basis of Payment**

This work shall be paid for by the each as follows:

Upon Construction	50%
Upon Project Completion	50%

**SP-12 (2573) EROSION CONTROL SUPERVISOR**

Section 2573.4S is deleted and replaced with the following:

**SP-12.1 Erosion Control Supervisor**

Providing the Erosion Control Superior for this Contract shall be considered incidental work for which no direct payment will be made.

# CITY OF DULUTH INVITATION TO BID (ENG)

**PROJECT NAME/DESCRIPTION:** HUTCHINSON ROAD REPAIRS, RE-BID

**PROJECT NUMBER:** 1135

**BID NUMBER:** 12-0451-1

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 pm local time on October 4, 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)**

Scope of Project: The project includes construction and repair of storm sewer system including piping, manholes, culverts and ditching, and erosion and sediment control and turf restoration.

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

Each bidder must review the 2011 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 at no cost from the City Engineering office, Room 211 City Hall, 411 West 1<sup>st</sup> St., Duluth, MN 55802, and online at the City of Duluth web page.

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: September 20, 2012

Dennis Sears  
Purchasing Agent



**REQUEST FOR BID**  
**DATE 7/18/2012**  
**BID # 12-0451-1**

RETURN BY BID OPENING TIME TO:

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

**Hutchinson Road Repairs**

**Job No. 1135**

**BID OPENING AT 2:00 PM on Wednesday, October 4, 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 charges 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: \_\_\_\_\_

TOTAL BID PRICE # \_\_\_\_\_

ADDR1: \_\_\_\_\_

TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2: \_\_\_\_\_

ADDR3: \_\_\_\_\_

BY: \_\_\_\_\_

PAYMENT TERMS \$ \_\_\_\_\_

(Print)

(Title)

F.O.B. POINT \$ \_\_\_\_\_

(Signature)

(Tele. #)

DELIVERY DATE \$ \_\_\_\_\_

The City of Duluth is an Equal Opportunity Employer.

DATE: 7/18/2012  
BID #: 12-0451-1

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

Hutchinson Road Repairs

City Project # 1135

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 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)

CITY OF DULUTH

DATE:

7/18/2012

BID #:

12-0451-1

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 utilized the City of Duluth Public Works/Utilities Department - Engineering Division Standard Construction Specifications 2011 booklet and any and all amendments 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)

DATE:

7/19/2012

BID #:

12-0451-1

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF

\_\_\_\_\_  
A.D.,

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

IMPORTANT NOTE BIDDERS:

1) PLEASE DISREGARD THE NOTE ON PAGE 1 REGARDING SALES TAX FOR THIS BID. ALL APPLICABLE SALES AND /OR USE TAX 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 BE LEFT BLANK.

2) THIS PROJECT WILL USE A COMBINATION OF FUNDING TO FINANCE THIS PROJECT. BOTH FEDERAL DAVIS BACON PREVAILING WAGES AND STATE OF MINNESOTA PREVAILING WAGES APPLY TO THIS PROJECT. PAYMENT OF THE WAGE AND FRINGE BENEFITS THAT ARE MOST BENEFICIAL TO THE EMPLOYEES ARE REQUIRED.

DELIVERY CONTACT: TOM JOHNSON, ENGINEERING  
218-730-5103

\_\_\_\_\_  
Initial

# EXHIBIT A

BID # 12-0451-1  
 HUTCHINSON ROAD REPAIRS  
 CITY OF DULUTH PROJECT NO. 1135

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL PRICE
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	380		
3	2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	1		
4	2105.522	SELECT GRANULAR BORROW MOD 7% (LV)	CU YD	5		
5	2105.523	COMMON BORROW (LV)	CU YD	500		
6	2105.603	CONSTRUCT DRAINAGE DITCH	LIN FT	432		
7	2211.502	AGGREGATE BASE (LV) CLASS 5	CU YD	60		
8	2411.507	CONCRETE DROP WALL	EACH	1		
9	2501.511	15" RC PIPE CULVERT	LIN FT	15		
10	2501.511	18" CS PIPE CULVERT	LIN FT	60		
11	2501.511	24" CS PIPE CULVERT	LIN FT	91		
12	2501.515	18" CS PIPE APRON	EACH	6		
13	2501.515	24" CS PIPE APRON	EACH	4		
14	2501.515	24" RC PIPE APRON	EACH	3		
15	2501.515	30" RC PIPE APRON	EACH	1		
16	2501.515	48" RC PIPE APRON	EACH	1		
17	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	1		
18	2503.541	24" RC PIPE SEWER CLASS III	LIN FT	166		
19	2503.541	30" RC PIPE SEWER CLASS III	LIN FT	20		
20	2503.541	48" RC PIPE SEWER CLASS III	LIN FT	22		
21	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1		
22	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	2		
23	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1		
24	2506.603	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020 SPECIAL	LIN FT	25.74		
25	2506.522	ADJUST FRAME AND RING CASTING	EACH	1		
26	2511.501	RANDOM RIPRAP CLASS III	CU YD	115		
27	2511.501	RANDOM RIPRAP CLASS V	CU YD	71		
28	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
29	2573.601	TEMPORARY EROSION CONTROL	LUMP SUM	1		
30	2575.555	TURF ESTABLISHMENT	LUMP SUM	1		

GRAND TOTAL = \$

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 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 Policy 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.

**City of Duluth**  
**Insurance Requirements**  
(Updated July 13, 2009)

**INDEMNIFICATION CLAUSE**

Contractor agrees to defend, save harmless, and indemnify the City of Duluth, its agents and employees from any loss, cost, or damage by reason of Personal Injury or Property Damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Contractor, its employees, agents, or subcontractors.

**INSURANCE**

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with 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.

**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.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage's evidenced by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City.

**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. (See attached examples of Endorsements).**

*\*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.*

Procedure verified by:

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

Date 8/14/09

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 nonpayment

of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

<u>Person or (Name and Address)</u>	<u>SCHEDULE</u>	<u>Advance Notice (Days)</u>
City of Duluth Purchasing Div Room 100 City Hall 411 West First Street Duluth, MN 55802		30

## 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:

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 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)

**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.



Minnesota Department of Transportation  
Request to Sublet Form (Standard Specification 1801)

TP-21834 (5/12/2009)

**Prime Contractor Information**

Prime Contractor:	Telephone Number: (    )
State Project Number:	Fax Number: (    )
Project Location:	Email:

**Important Notices and Instructions**

1. The Prime Contractor must complete all sections of this form, acquire all applicable signatures and submit it to the Project Engineer (P.E.) **10 days** prior to the first day of work for each Subcontractor; if necessary, the Prime Contractor may attach additional sheets. In order to ensure compliance with Mn/DOT Specification 1801, the Prime Contractor shall utilize the Request to Sublet Summary Form; <http://www.dot.state.mn.us/const/labor/documents/contractdocs/rtssummary.xls>
2. The Prime Contractor's organization shall perform work amounting to not less than 40 percent of the total original Contract. If the contract contains Disadvantaged Business Enterprise (DBE) and/or Targeted Group Business (TGB) established goals, the Prime Contractor's organization shall perform work amounting to not less than 30 percent of the total original Contract.
3. A First Tier Subcontractor may sublet up to 50 percent of its original Contract.
4. A Second Tier Subcontractor may not sublet any portion of its work under the Contract.
5. Upon approval, the P.E. will sign the form and provide a copy to the Prime Contractor.
6. Upon request, the Prime Contractor will provide a copy of its subcontracts to the P.E. or the Department.
7. Each Subcontractor must complete and submit a IC-134 form to the Department before the State of Minnesota or its Subdivisions will issue final payment to the Prime Contractor.

**First Tier Subcontractor Information**

First Tier Subcontractor:	Federal Tax I.D. Number:
Street Address:	State Tax I.D. Number:
City, State, Zip Code:	Email:
Telephone Number: (    )	Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Fax Number: (    )	Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No

Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
				<u>Total</u>	<u>Total</u>
				%	\$

The Prime Contractor and/or First Tier Subcontractors shall not sublet any portion of its Contract without prior written consent from the P.E.

**Second Tier Subcontractor Information**

Second Tier Subcontractor:		Federal Tax I.D. Number:			
Street Address:		State Tax I.D. Number:			
City, State, Zip Code:		Email:			
Telephone Number: (     )     )		Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Fax Number: (     )     )		Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
<b>Total</b>					
\$					

**CONTRACTOR'S STATEMENT OF COMPLIANCE**

<b><u>Print Name and Title of Prime Contractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
-----------------------------------------------------------------------	-------------------------	--------------------

As a representative of the Prime Contractor, I hereby certify that the information described on this form is truthful and accurate to the best of my knowledge. I certify that all subcontracts contain at a minimum the Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations and the State certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications. Additionally, I understand that prior written consent to sublet any portion of the contract does not relieve the Prime Contractor of liabilities and obligations under the Contract and Bonds.

<b><u>Print Name and Title of First Tier Subcontractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
-------------------------------------------------------------------------------	-------------------------	--------------------

As a representative of the First Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates and have provided these specifications to all Second Tier Subcontractors.

<b><u>Print Name and Title of Second Tier Subcontractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
--------------------------------------------------------------------------------	-------------------------	--------------------

As a representative of the Second Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates.

<b><u>Print Name and Title of Project Engineer</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
--------------------------------------------------------	-------------------------	--------------------

As a representative of the Department, I approve the Prime Contractor's utilization of the above-mentioned Subcontractors. Additionally, the Prime Contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.

All persons signing this form understand that willful falsification of this document may result in civil and/or criminal prosecution under federal and/or state law. See Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63; or the United States Code 18 U.S.C. 1001, 31 U.S.C. 231, CFR 5.12.

**City of Duluth**  
**CERTIFIED PAYROLL CHECKLIST**

[State of MN City of Duluth & Federal 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 #20.

- 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 schedules 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 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 half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**
  - The **U.S. DOL Statement of Compliance** [on the reverse side of the WH-347 payroll form] must be used **in addition** to the **MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010)**; the second page must be completed in full regarding the fringe benefits.  
web sites: <http://www.dol.gov/whd/wh347.pdf> (page two)  
<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 estimates(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. No CPRs are required.

#### 12) Month End Trucking Reports

MnDOT's Month-End Trucking Report must be submitted within five working days of the month ending to Labor Compliance Specialist. web site: [www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)

#### 13) 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.

14) **Base Workweek**

The base workweek is five 8-hour days. Daily overtime must be paid on hours exceeding eight per day.

15) **Overtime**

**On this project, time and one-half the regular hourly rate is paid for hours exceeding eight per day / all hours after 40 per week.**

- An employer may not withhold overtime payment exclusively until 40 hours per week are satisfied. Daily overtime must be paid as it is earned due the State of MN funding.

16) **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)**

17) **Statement of Compliance**

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

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

[www.dol.gov/whd/wh347.pdf](http://www.dol.gov/whd/wh347.pdf) U S DOL

- Check box A or B for fringe benefit allocation (on the front side of the MnDOT form).
- The back side of the MnDOT form requires the amount paid by classification and category plus the name, address, etc. of the fringe benefit plans.
- Any employee who has an exception to the fringe benefits must be explained in section "C."
- For fringe benefits paid in cash:
  - » 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 the regular hourly rate [see #6 above] plus the fringe benefit amount
- A handwritten—**original**—signature must appear on the back side.

18) **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 #20

19) **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)

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

direct: 218/730-5066

fax: 218/730-5907

Marilyn Magnuson, Admin Info Specialist

City of Duluth

211 City Hall

Duluth, MN 55802-1191

e-mail: [mmagnuson@duluthmn.gov](mailto:mmagnuson@duluthmn.gov)

**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 #20.

## 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 fourteen (14) 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 Policy 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.: 1135**

**Hutchinson Road Repairs**

**This project is funded by:**

**State, Federal funds with City of Duluth 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 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 MN120105, April 6, 2012  
State of Minnesota Region 1 Highway-Heavy, Oct. 31, 2011  
State of Minnesota Truck Rental Rates, April 4, 2011**

Construction Type: **Heavy** County: St Louis County In Minnesota.

**HEAVY CONSTRUCTION PROJECTS**

Mod Nbr	Pub Date
0	01/08/2012
1	03/02/2012
2	04/06/2012

\* BOIL0647-004 01/01/2012 **BOILERMAKER** **Rate Fringe**  
\$ 31.72 24.40

CARP0381-020 07/11/2011 ST LOUIS CO (southern 1/3 including Cotton, Floodwood, Fond du Lac, and Proctor)  
**CARPENTER (Including Form Work)** \$ 31.07 15.80

CARP0381-021 07/11/2011 ST LOUIS (Duluth)  
**CARPENTER (Including Form Work)** \$ 31.47 15.80

CARP0606-010 05/01/2009 ST LOUIS CO (northeast 2/3 including Cook, Cusson, Ely; and western part including Chisholm, Greaney, and Orr)  
**CARPENTER (Including form work)** \$ 30.12 14.65

ELEC0242-012 05/29/2011 ST LOUIS (south part bounded on the north by the north line of Kelsey Township extended east & west)  
**ELECTRICIAN** \$ 30.39 22.90

\* ELEC0294-006 05/29/2011 ST LOUIS (north part bounded on the south by the south line of Ellsburg Township, extended east & west)  
**ELECTRICIAN** \$ 33.38 24.57

ENG0049-064 05/01/2011

**OPERATOR: Power Equipment**

Grp 2 \$ 31.82 16.60 Grp 3 \$ 31.27 16.60 Grp 4 \$ 30.97 16.60 Grp 5 \$ 27.93 16.60 Grp 6 \$ 26.72 16.60

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

**GRP 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.

**GRP 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

**GRP 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.

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

**GRP 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: TUNNELS, 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 10/01/2011 **Rate Fringe**  
**IRONWORKER, STRUCTURAL & REINFORCING** \$ 29.14 20.37

LABO0132-038 05/01/2009 **Rate Fringe**  
**LABORER: Common or General (Natural Gas Pipeline only)** \$ 16.70 10.49

LABO0563-034 05/01/2011 ST LOUIS (south of T. 55 N) **Rate Fringe**  
**LABORERS: (1) Common or General** \$ 27.64 12.94 **(2) Mason Tender Cement/Concrete** \$ 27.84 12.94 **(6) Pipe Layer** \$ 29.64 12.94

LABO0563-035 05/01/2011 ST LOUIS (north of T. 55 N) **Rate Fringe**  
**LABORERS: (1) Common or General** \$ 26.64 13.94 **(2) Mason Tender Cement/Concrete** \$ 26.84 13.94 **(6) Pipe Layer** \$ 28.64 13.94

PLAS0633-036 05/01/2008 ST LOUIS CO (north of T 55N) **CEMENT MASON/CONCRETE FINISHER** \$ 25.40 12.45

PLAS0633-039 05/01/2011 ST LOUIS CO (south of T 55N) **CEMENT MASON/CONCRETE FINISHER** **Rate Fringe**  
\$ 31.83 16.25

SUMN2009-072 09/28/2009 **LABORER: Landscape** **Rate Fringe**  
\$ 12.88 4.61

TEAM0160-018 05/01/2011

**TRUCK DRIVER (DUMP)**

**Rate Fringe**  
(1) Articulated Dump Truck \$ 26.70 13.65 **Rate Fringe**  
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour \$ 26.15 13.65  
(3) Tandem Axles; & Single Axles \$ 26.05 13.65

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

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 rate.

**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 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.

===== 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: 2011-10-31

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](mailto:DLI.PrevWage@state.mn.us)

**LABOR CODE AND CLASS**

	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</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	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
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	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
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 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;	2011-10-31	26.14	15.08	41.22

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
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
<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 TIERED 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, PLANING, 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

**GROUP 1**

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

- 501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)
- 502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 2**

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

- 504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)
- 506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 3**

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

- 508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)

- 509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)
- 510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)
- 511 STATIONARY TOWER CRANE 200 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
- 512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
- 513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)
- 514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 4**

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

- 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)
- 516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)
- 518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)
- 519 OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)
- 520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 5**

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

- 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
- 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
- 523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
- 524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
- 525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
- 526 FRONT END, SKID STEER 1 C YD AND OVER
- 527 HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
- 528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)
- 530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
- 531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
- 532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)

- 533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
- 534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 6**

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

- 535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
- 536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 537 FRONT END, SKID STEER UP TO 1 C YD
- 538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
- 539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
- 540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER

**GROUP 7**

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

- 541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)
- 542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)
- 543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)
- 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
- 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 8**

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

- 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)
- 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)
- 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)

**GROUP 1**

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

<b>GROUP 3</b>	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

<b>GROUP 4</b>	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.

701 HEATING AND FROST INSULATORS

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

702 BOILERMAKERS

FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLIPREYWAGE@STATE.MN.US](mailto:DLIPREYWAGE@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)	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
706 CEMENT MASONS	2011-10-31	31.83	16.25	48.08
	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 <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
711 GROUND PERSON	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
712 IRONWORKERS	2011-10-31	29.66	19.90	49.56
	2011-10-31	29.14	20.37	49.51
713 LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			
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 <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
719 PLUMBERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
720 ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
721 SHEET METAL WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
722 SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
726 DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			

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 "five or more axle units, straight body trucks" is determined to be \$49.10 an hour. The operating cost for "four axle units, straight body trucks" is determined to be \$45.49 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 \$46.02 an hour. The operating cost for "tractor trailers" is determined to be \$57.48 an hour.

Adding the prevailing wage for drivers of these five 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 five types of trucks in each area is certified to be as follows.

### Minimum hourly truck rental rates

Region 1	Tractor trailer	5 or more axle	4 axle	3 axle	Tractor only
April 4, 2011	\$97.23	\$74.04	\$70.43	\$76.45	\$85.77

Minnesota Department of Labor and Industry  
443 Lafayette Road N., St. Paul, MN 55155 ([directions/maps](#))  
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).