

SPECIAL PROVISIONS
Job Number: 1207
Huntington Street & 59th Avenue West – Sidewalk, Box Culvert, and Slope Repair
April 23, 2014

CITY of DULUTH
PROJECT SPECIFICATIONS

**Huntington Street & 59th Avenue West - Sidewalk, Box
Culvert, and Slope Repair**
FEMA Site #400

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

City Project #:1207

Bid # 14-0315

Opening Date: May 22, 2014

Time: 2:00 P.M.

Place: Room 106A

CITY OF DULUTH INVITATION TO BID (ENG)

PROJECT NAME/DESCRIPTION: Huntington St. & 59th Ave West - Sidewalk, Box Culvert and Slope Repairs

PROJECT NUMBER: 1207

BID NUMBER: 14-0315

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota, at his office, Room 100 City Hall, Duluth, Minnesota, 55802, (218) 730-5340 until 2:00 P.M. local time on May 22, 2014 for the above named project. Immediately thereafter, bids will be taken to room 106A City Hall, where they will be publicly opened and read aloud.

NOTICE TO BIDDERS:

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

Scope of Work: This project consists of extending the storm sewer box culvert, reconstructing the slope/embankment, replacing concrete sidewalk, and turf establishment.

Questions pertaining to this project should be directed to: Tom Pfeffer, Project Engineer, 218-730-5104

Each bidder must review the 2013 edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specifications on the city website (www.duluthmn.gov) as these Specifications are incorporated by reference and deemed to be a part hereof this project as if fully incorporated and set forth herein.

Plans and specifications may be secured from the City Engineering office, Room 211 City Hall, 411 West 1st St., Duluth, MN 55802, or downloaded from the City of Duluth website free of charge.

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: April 23, 2014

Dennis Sears
Purchasing Agent

SPECIAL PROVISIONS

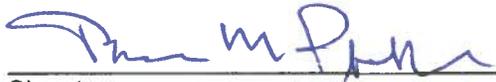
Job Number: 1207

Huntington Street & 59th Avenue West – Sidewalk, Box Culvert, and Slope Repair

April 23, 2014

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

April 15, 2014

Date

Thomas M. Pfeffer

Typed or Printed Name

22442

License No.

SPECIAL PROVISIONS
Job Number: 1207
Huntington Street & 59th Avenue West – Sidewalk, Box Culvert, and Slope Repair
April 23, 2014

Table of Contents

SP-1	Scope of Work	1
SP-2	Governing Specifications	1
SP-3	(1806) Determination and Extension of Contract Time	1

Data for Labor Cost Bidding
Instructions to Bidders – Engineering 6/02/10
Prevailing Wage Rate(s) **US DOL Federal Heavy, MN 140105, 1-3-2014**
Project Insurance Requirements 2/16/11
Request for Bids form

SPECIAL PROVISIONS
Job Number: 1207
Huntington Street & 59th Avenue West – Sidewalk, Box Culvert, and Slope Repair
April 23, 2014

NOTICE TO ALL BIDDERS:

The City of Duluth Public Works & Utilities Department – Engineering Division 2013 Edition Standard Construction Specifications book and any addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The Standard Construction Specification is available on the City website at www.duluthmn.gov/engineering/index.cfm.

SP-1 **SCOPE OF WORK**

This project consists of extending the storm sewer culvert pipe, reconstructing the slope/embankment, replacing concrete sidewalk, and turf establishment. The sidewalk has been undercut by flooding in 2012 and will need to be removed and replaced by new 5' wide concrete sidewalk. The existing slope has eroded to a 1:1 slope and needs to be reconstructed to a 2:1 slope. Minor clearing and grubbing will be required.

SP-2 **GOVERNING SPECIFICATIONS**

Section S-11.A Governing Specifications of the City of Duluth Engineering Standard Specifications is replaced with the following:

- A. *The 2014 Edition of the Minnesota Department of Transportation 'Standard Specifications for Construction' and the 2014 Edition of the 'Materials Lab Supplemental Specifications for Construction'.*

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 **JUNE 23, 2014** 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 **AUGUST 15, 2014**
- SP-3.3** No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 7:00 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer.

SPECIAL PROVISIONS

Job Number: 1207

Huntington Street & 59th Avenue West – Sidewalk, Box Culvert, and Slope Repair

April 23, 2014

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)	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Bidder's Label for submitting project bids	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Certified Payroll Report form WH347 (front side only)	www.dol.gov/whd/forms/WH347.pdf
Contractor's Haul Route	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Debarment/Suspension Notice (most current version)	www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf
HUD 4010	www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf
IC-134 form	http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf
IC-134 on-line submittal	https://www.mndor.state.mn.us/tp/contractoraffidavit/#1
MN Rules 5200.1105 & .1106	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
MN Statutes 177.41 to 177.44	www.revisor.mn.gov/statutes/?id=177
Notice to Bidders Prompt Payment to Subs	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
One-Call Instructions	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Purchasing Division General Specifications	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Request to Sublet TP-21834 (5-12-09)	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Statement of Compliance Form (12-10)	www.dot.state.mn.us/const/labor/forms.html
Statement of Compliance Form - 2 nd page WH347	www.dol.gov/whd/wh347.pdf
Supplemental General Conditions Part II 4/15/11	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/

INSTRUCTIONS TO BIDDERS

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

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
 - c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.
- 7) Collusive Agreements
- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
 - b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).
- 8) Unit Prices The unit price, for each of the several items in the proposal of each bidder, shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications.
- 9) Corrections Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- 10) Time for Receiving Bids
- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
 - b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.
- 11) Opening of Bids At the time and place fixed for the opening of bids, the city purchasing manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.
- 12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.
- 13) Award of Contract: Rejection of Bids
- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
 - b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

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

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

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

15) Wages and Salaries

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

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

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

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

19) Pre-Bid/Pre-Construction Meetings

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

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

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

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

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



REQUEST FOR BID

DATE 4/23/2014

BID # 14-0315

RETURN BY BID OPENING TIME TO:

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

Huntington St & 59th Ave W. Sidewalk, Box Culvert & Slope Repairs

BID OPENING DATE AT 2:00 P.M. ON May 22, 2014

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

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

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

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

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

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division
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.

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

DATE: 4/23/2014
BID #: 14-0315

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

Huntington St & 59th Ave W. Sidewalk, Box Culvert and Slope Repairs

City Project 1207
Bid No. 14-0315

Make all extensions and total the bid.

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

ADDENDUM RECEIPT ACKNOWLEDGEMENTS:

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

TOTAL BID IN WORDS:

CONTRACTOR NAME:

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

(Initial)

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

DATE: 4/23/2014
BID #: 14-0315

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

The bidder hereby certifies that he/she has received or viewed on-line the City of Duluth Public Works/Utilities Department - Engineering Division Standard Construction Specifications 2013 including supplements 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))

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

DATE: 4/23/2014
BID #: 14-0315

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF A.D.,

NOTARY PUBLIC

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

Delivery Contact: Tom Pfeffer
Engineering
218-730-5104

(Initial)

Huntington Sidewalk, Box Culvert & Slope Repairs

Item No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2101.511	CLEARING & GRUBBING	LUMP SUM	1		
3	2104.503	REMOVE SIDEWALK	SQ YD	45		
4	2104.502	REMOVE SIGN	EACH	1		
5	2104.501	REMOVE DEBRIS	LUMP SUM	1		
6	2104.511	SAWING CONCRETE SIDEWALK (FULL DEPTH)	LIN FT	10		
7	2105.501	COMMON EXCAVATION (P)	CU YD	15		
8	2105.523	COMMON BORROW	CU YD	250		
9	2105.525	TOPSOIL BORROW	CU YD	45		
10	2211.503	AGGREGATE BASE (CV), CLASS 5	CU YD	6		
11	2511.515	GEOTEXTILE FILTER TYPE IV FOR RIP RAP	SQ YD	16		
12	2411.501	STRUCTURAL CONCRETE (3Y43)	CU YD	13		
13	2511.501	RANDOM RIP RAP CLASS III	CU YD	12		
14	2521.501	4" CONCRETE WALK	SQ FT	410		
15	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
16	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	25		
17	2573.540	FILTER LOG, TYPE WOOD FIBER BIOROLL	LIN FT	240		
18	2573.506	SEDIMENT TRAP EXCAVATION	CU YD	3		
19	2575.502	SEEDING	ACRE	0.07		
20	2575.502	SEED MIXTURE 150	POUND	5		
21	2575.532	FERTILIZER, TYPE I	POUND	10		
22	2575.523	EROSION CONTROL BLANKET, TYPE 4	SQ YD	340		

GRAND TOTAL:

Initial

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

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

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

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

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

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

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

FROM: _____

(FIRM's name, address, telephone number)

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

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

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

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

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

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

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

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

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

City of Duluth Purchasing Division

General Specifications

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

1. Instruction to Bidders:

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

2. Non-Collusion Clause:

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

3. Award of Contract - Rejection of Bids:

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

5. Obligation of Bidder:

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

6. Liquidated Damages for Failure to Enter into Contract:

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

7. Completion of Bid Request:

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

8. E.E.O. Regulations:

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

The city of Duluth is an equal opportunity employer.

9. Participation:

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

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

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

10. Qualifications of Bidder

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

11. Addenda and Interpretations

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

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

12. Award of Contract - Rejection of Bids:

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

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

13. Quantities:

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

14. Wages and Salaries:

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

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

15. Validity of Bids:

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

16. Facsimile Bids:

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

17. Insurance:

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

18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm

IMPORTANT - NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative

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

S E A L E D	BID NO.	B I D D E R
	DATE OF OPENING	
	TIME OF OPENING A.M. P.M.	
	DESCRIPTION	

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.: 1207

**Name: Huntington Street & 59th Avenue West
Sidewalk, Box Culvert, and Slope Repair**

This project is funded by:

Federal funding

The base workweek:

40 Hours / OT on all hours after 40 per week

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

Should a project contain a project labor agreement:

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

OVERTIME REQUIREMENTS:

Overtime must be paid on hours worked in excess of 40 per week.

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

Project Prevailing Wage Decision: U S DOL Federal Heavy, MN 140105, 1-3-2014

General Decision Number: MN140105 01/03/2014 MN105

Superseded General Decision Number: MN20130105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

BOIL0647-004 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.40	25.37

CARP0361-020 07/11/2011

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

CARP0361-021 07/11/2011

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.47	15.80

CARP0606-010 05/01/2011

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

ELEC0242-012 06/02/2013

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.91	23.60

ELEC0294-006 06/02/2013		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.12	24.29

ENGI0049-064 05/01/2013		

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM
 LEVEL B - \$.90 PREMIUM
 LEVEL C - \$.60 PREMIUM

 IRON0512-028 06/09/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 29.34	22.05

 * LABO1091-006 05/01/2012

ST LOUIS (South of T. 55 N)

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

 * LABO1091-007 05/01/2009

SOUTHERN ST. LOUIS COUNTY

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

 * LABO1097-002 05/01/2009

NORTHERN ST. LOUIS COUNTY

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

 * LABO1097-005 05/01/2012

ST LOUIS (North of T. 55 N)

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

 PLAS0633-036 05/01/2012

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.71	14.64

PLAS0633-039 05/01/2012		

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.78	16.80

TEAM0160-018 05/01/2013		

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

SUMN2009-072 09/28/2009		

	Rates	Fringes
LABORER: Landscape.....	\$ 12.88	4.61

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 rates.

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION