

# **PROJECT SPECIFICATIONS**

## **TISCHER CREEK WATER MAIN RELOCATIONS AT FAIRMONT STREET**

**City of Duluth, Minnesota  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802**

**City Project No.: 1333**

**Bid Number: 15-0480**

**Opening Date: 7/29/15**

**Time: 2:00 PM**

**Place: Room 100**

# CITY OF DULUTH INVITATION TO BID

**PROJECT NAME/DESCRIPTION:** Tischer Creek Water Main Replacement at Fairmont St.  
**PROJECT NUMBER:** 1333  
**BID NUMBER:** 15-0480

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota, at Purchasing office, Room 100 City Hall, Duluth, Minnesota, 55802, (218) 730-5340 until 2:00 p.m. local time on July 29, 2015 for the above named project and Immediately thereafter 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)

The project involves furnishing all labor, materials and equipment to construct approximately 28 feet of 6" HDPE water main and 185 feet of directionally drilled 8" HDPE water main. Additionally restore disturbed areas.

Bidding and construction questions pertaining to this project should be directed to: Tim Sanders, Project Engineer, 218-730-5066.

Each bidder must utilize the 2015 Edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Standards" booklet, as this booklet is incorporated by reference and is deemed to be a part hereof this project as if fully incorporated and set forth herein. It is available on the City of Duluth website, [www.duluthmn.gov/engineering/standard-construction-specifications/](http://www.duluthmn.gov/engineering/standard-construction-specifications/).

Plans and specifications may be secured from the City Engineering office, Room 211 City Hall, 411 West 1<sup>st</sup> St., Duluth, MN 55802, upon payment of a check, draft or money order in the amount of \$25.00 made payable to the City of Duluth. (This payment will not be refunded.) Plans may be obtained at the City of Duluth website, <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> free of charge.

Plans and specifications are on file for inspection at the City Engineering office, Duluth Builders Exchange, McGraw Hill Construction ([www.dodge.construction.com](http://www.dodge.construction.com)), 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.

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

CITY OF DULUTH  
Purchasing Agent

Date posted to web: July 8, 2015



REQUEST FOR BID  
 DATE [07/07/2015]  
 BID # [15-0480]

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION  
 100 CITY HALL  
 Duluth, MN 55802

PHONE: 218-730-5340  
 FAX: 218-730-5921

**FAIRMONT ST. WATER MAIN  
 1333**

**BID OPENING DATE AT [2:00 P.M.] ON [29, JULY, 2015]**

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

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

**BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT**

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

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

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division	Tax:	Federal Excise Tax Exemption
Jobsite(s)		Account No. 41-74-0056 K

Vendor Email Address: \_\_\_\_\_ FREIGHT CHARGE \$ \_\_\_\_\_

NAME: \_\_\_\_\_ TOTAL BID PRICE # \_\_\_\_\_  
 ADDR1: \_\_\_\_\_ TO INCLUDE ANY ADDITIONAL PAGES.  
 ADDR2: \_\_\_\_\_  
 ADDR3: \_\_\_\_\_

BY: \_\_\_\_\_ PAYMENT TERMS \$ \_\_\_\_\_  
 (Print) (Title) F.O.B. POINT \$ \_\_\_\_\_  
 (Signature) (Tele. #) DELIVERY DATE \$ \_\_\_\_\_

**\*\*NOTE: Please self-identify as an MBE \_\_\_\_ or WBE \_\_\_\_ by checking if applicable.**

The City of Duluth is an Equal Opportunity Employer.

C I T Y   O F   D U L U T H

DATE: [07/07/2015]

BID #: [15-0480]

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

FAIRMONT ST. WATERMAIN

City Project No. [1333]

Bid No. [15-0480]

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: [07/07/2015]

BID #: [15-0480]

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 2015 edition of the City of Duluth Public Works/Utilities Department Engineering Division Construction Standards 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))

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

C I T Y   O F   D U L U T H

DATE: [07/07/2015]

BID #: [15-0480]

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SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF

A.D.,

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NOTARY PUBLIC

IMPORTANT NOTE BIDDERS:

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

Delivery Contact: [Tim Sanders]

Engineering

218-730-[5066]

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(Initial)

# EXHIBIT A

Schedule of Prices

Line No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	80.0		
3	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	88.0		
4	2104.525	ABANDON EXISTING WATER MAIN	EACH	1		
5	2211.502	AGGREGATE BASE CLASS 5 (LV)	C Y	20		
6	2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (3, B) 3.5" THICK	SQ YD	80		
7	2451.607	FURNISH GRANULAR BACKFILL (CV)	C Y	65		
8	2504.602	CONNECT 8" HDPE TO EXISTING 6" CI WATER MAIN	EACH	2		
9	2504.602	WATER TRACER BOX	EACH	2		
10	2504.603	8" HDPE WATER MAIN SDR11 (DIRECTIONAL DRILL)	L F	185		
11	2504.603	6" DI WATER MAIN	L F	28		
12	2563.601	TRAFFIC CONTROL	LS	1		
13	2574.508	FERTILIZER, TYPE 1	LB	4		
14	2574.525	COMMON TOPSOIL BORROW	C Y	5		
15	2575.523	EROSION CONTROL BLANKET CATEGORY 3	S Y	50		
16	2575.501	SEEDING	ACRE	0		
17	2575.502	SEED MIXTURE 36-311	LB	2		
18						

**TOTAL:**

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

Affidavit of Non-Collusion:

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

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

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

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

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

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

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

Bidder's E.I. Number \_\_\_\_\_  
(Number used on employer's quarterly Federal Tax return)

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

**TO:** City of Duluth, Minnesota **2015 8" Water Main Replacement at Tischer Creek and Fairmont St.  
(City Project # 1333)**

**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.

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: \_\_\_\_\_

<p>Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

**NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.**





ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p><b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b></p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in <b>Minn. Stat. § 16C.285.</b></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

# IMPORTANT - NOTICE TO BIDDER

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

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

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

# **SPECIAL PROVISIONS**

## **TISCHER CREEK WATER MAIN RELOCATIONS AT FAIRMONT STREET**

**City of Duluth, Minnesota  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802**

**City Project No.: 1333**

**Bid Number: 15-0480**

**Opening Date: 7/29/15**

**Time: 2:00 PM**

**Place: Room 100**

**SPECIAL PROVISIONS**

**City Job Number: 1333**

**Tischer Creek Water Main Relocations At Fairmont Street**

**May, 2015**

**CERTIFICATION**

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.

Tim Sanders  
Signature

TIM SANDERS P.E.  
Typed or Printed Name

7/20/15  
Date

50401  
License No.

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

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**Attachments:**

- Instructions to Bidders – Engineering 03/17/15
- Data for Labor Cost Bidding
- Prevailing Wage Rates: USDOL, HEAVY, MN150105, 06/12/2015
- Project Insurance Requirements 2/16/11

Appendix A ..... Soils Borings

Appendix B ..... City Erosion & Sediment Control

**SPECIAL PROVISIONS**

**City Job Number: 1333**

**Tischer Creek Water Main Relocations At Fairmont Street**

**May, 2015**

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. Hard copies of all forms are available at the Engineering Division.

**THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING.**

<b>FORM</b>	<b>FUND</b>	<b>WEB SITE</b>
Affidavit of Non-Collusion (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Bidder's Label for submitting project bids	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Certified Payroll Form WH347	All	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
Contractor's Haul Route	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Debarment/Suspension Notice (most current version)	All	<a href="http://www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf">www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf</a>
IC-134 form	All	<a href="http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf">http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf</a>
IC-134 on-line submittal	All	<a href="https://www.mndor.state.mn.us/tp/contractoraffidavit/">https://www.mndor.state.mn.us/tp/contractoraffidavit/</a>
MN Rules 5200.1105	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1105">https://www.revisor.mn.gov/rules/?id=5200.1105</a>
MN Rules 5200. 1106	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1106">https://www.revisor.mn.gov/rules/?id=5200.1106</a>
MN Statutes 177.41 to 177.44	All	<a href="http://www.revisor.mn.gov/statutes/?id=177">www.revisor.mn.gov/statutes/?id=177</a>
Notice to Bidders - Prompt Payment to Subs – CITY (MS 471.425)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
One-Call Instructions	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Request to Sublet TP-21834	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Request to Sublet Summary	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Responsible Contractor Certification (MS 16C.285)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Statement of Compliance Form (8-2013)	All	<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	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Purchasing Division General Specifications for Purchase Orders ONLY	City	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

**SP-1 NOTICE TO ALL BIDDERS**

The 2015 Edition the of City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" 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 'Construction Standards' is available on the City website at: <http://www.duluthmn.gov/engineering/standard-construction-specifications/>.

**SP-2 SCOPE OF WORK**

The work involves construction of 185 feet of 8" HDPE water main which will be directionally drilled and 28 feet of 6" that will be open cut.

**SP-3 CONTACT INFORMATION**

Questions regarding this project should be directed to Tim Sanders, P.E., Project Engineer, 218-730-5066.

**SP-4 RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

A reminder to potential bidders that the Responsible Contractor Verification and Certification of Compliance is required by Minnesota Statute to be submitted with your Bid Proposal. Refer to sections S-14 and 1801 of the City's "Construction Standards" and the bid documents.

**SP-5 (1504) COORDINATION OF CONTRACT DOCUMENTS**

The first paragraph of MN/DOT 1504 is deleted and replaced with the following:

A requirement appearing in one of the Contract documents is as binding as though the requirement appears in all. If discrepancies exist between the Contract documents, the following order of precedence applies:

- (1) Addenda,
- (2) Special Provisions,
- (3) Project-Specific Plan Sheets,
- (4) City of Duluth Standard Construction Details,
- (5) City of Duluth Standard Construction Specifications,
- (6) MN/DOT Supplemental Specifications,
- (7) MN/DOT Standard Plan Sheets and Standard Plates,
- (8) MN/DOT Standard Specifications.

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

**SP-6 (1505) COOPERATION BY CONTRACTORS**

There are residents that live on the dead end of Fairmont St. Contractor shall allow enough room for vehicle access to their homes.

**SP-7 (1507) UTILITY PROPERTY AND SERVICE**

The provisions of MN DOT 1507 are supplement with the following status summary:

City of Duluth – Underground water work is part of project. Additional utilities in the work zone include sanitary sewer, storm and gas.

**SP-8 (1702) PERMITS, LICENSES, AND TAXES**

The Contractor shall obtain the City of Duluth Erosion and Sediment Control permit. Refer to Section 1717 of the City of Duluth Construction Standards.

It has been determined that this project will not meet the disturbance are required to warrant application for the NPDES permit. However, the Contractor shall utilize Best Management Practices (BMP's) detailed in the plan at a minimum throughout the project to control sediment transport through water, air and vehicle tracking.

A DNR Land and Minerals Permit to work in and around Tischer Creek has been obtained. Contractor will be required to comply with its requirements.

**SP-9 (1803) PROSECUTION OF WORK**

These construction activity sequencing and restrictions are intended to maintain constructability, minimize inconvenience to the residents and minimize risk of erosion failure. The Contractor shall coordinate with the Engineer on a regular basis to evaluate sequencing effectiveness.

**A. 8" WATER MAIN**

City of Duluth Utility Operations will assist with closing valves to isolate the existing main. Valves on the 6" main are located approximately 200 feet east of Tischer Creek on Fairmont St.

Chlorinate, perform bacteria test. Discharge chlorinated water to a designated disposal area. Discharge of chlorinated water directly to Tischer Creek will not be allowed. Perform pressure test. Make final connection, evaluate sequencing effectiveness.

**SP-10 (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:

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

1. Construction operations shall be started on September 7, 2015 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.
2. Substantial Completion. All work under this Contract shall be substantially complete on or before October 12, 2015. For this project, Substantial Completion shall be deemed to include ALL work in the Contract, except the following items: Completing all items addressed in final closeout punch list and submitting final project closeout documentation including the closeout letter and final pay request.
3. Final Completion. ALL work required under this Contract shall be complete on or before November 15, 2015.
4. The third exemption listed under the second paragraph of the provisions of MN/DOT 1806.3 is modified to the extent that the phrase "(3) During the inclusive period from November 15 through April 15, except as specified in 1806.1..." is deleted.
5. 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.  

(A) If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed.

(B) 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.
6. When all, or a portion, of the Contract Time is specified as a calendar completion date, 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 if the delay is considered "Excusable" in accordance with MN/DOT 1806.2 Types of Delays.

**SP-11 (1807) FAILURE TO COMPLETE WORK ON TIME**

Liquidated damages will be assessed at a rate of \$1,000.00 for each calendar day the Substantial Completion and/or Final Completion objectives are not satisfied. The provisions of MN/DOT 1807 shall apply in full to both the Substantial Completion Date and the Final Completion Date.

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

**SP-12 (2451) EXCAVATION, BACKFILL AND COMPACTION FOR UTILITIES – TRENCH BACKFILL**

The provisions of section 2451 of the City of Duluth 'Construction Standards' are supplemented with the following:

Trench backfill above the top of encasement zone and below the top of subgrade shall be accomplished with a combination of both suitable salvaged on-site select grading materials and imported granular backfill materials meeting the City's Construction Standards.

The Engineer will determine if any material is suitable for use as trench backfill.

Where enough acceptable material is found to be available within the site, the Engineer may direct the Contractor to utilize suitable salvaged on-site select grading materials for trench backfill to the maximum extent practical instead of imported backfill.

Where the Engineer determines that acceptable material is not available within the site, the Contractor shall provide additional imported granular backfill at the Contract unit price.

No adjustment will be made to the Contract unit price for increased or decreased quantities, except as provided in MN/DOT 1402.3.

All costs for placing and compacting backfill regardless of type shall be considered incidental to relevant Contract bid items.

**SP-14 (2504) 8" HDPE WATERMAIN (DIRECTIONAL DRILL)**

8" HDPE water main shall be furnished and installed in accordance with Section 2503/2504/2505, Horizontal Directional Drilling of the City of Duluth Standard Construction Specifications and the following:

Payment will be made under Item 2504.603, 8" HDPE Water Main, SDR 11 (Directional Drilled) and 2504.603, at the Contract unit price per lineal foot including cost of installing HDPE water main pipe, and furnishing and installing fittings, pipe fusion, couplings, appurtenances, locating wire, disinfection, testing, excavation, granular backfill or backfill with suitable on-site material, disposal of unsuitable or excess excavated material, select granular borrow of insertion and retrieval machine pits.

**SP-15 (2575) TURF ESTABLISHMENT**

Turf establishment shall consist of replacing 4" of topsoil, seeding, fertilizing and applying Type I mulch or hydro mulching all disturbed areas in accordance with MN DOT

**SPECIAL PROVISIONS**  
**City Job Number: 1333**  
**Tischer Creek Water Main Relocations At Fairmont Street**  
**May, 2015**

2575 and 2575 Turf Establishment of the City of Duluth Engineering Division Standard Construction Specifications 2013 Edition.

Payment for turf establishment shall be made as a lump sum and includes salvaging and placing four inches of topsoil, importing additional topsoil if needed, tilling, fertilizing, seeding and mulching. Erosion Control Blanket, Category 2 where directed to be installed will be paid under a separate bid item.

**- END -**

## 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, room 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 TP-21834 (standard specification 1801).

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%) on major bid items, 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) Responsible Contractor Verification and Certification of Compliance The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Verification and Certification of Compliance form. A company owner or officer must sign the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A Bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a

construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

A Bidder must also identify each subcontractor it intends to use on the Project. A Bidder must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form, identifying each subcontractor it intends to use as of the time of bid submission. Include the project number specific to the bid on each form. The completed Certification Forms must be submitted with the Bid Proposal.

If the Bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form, then the Bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Project Engineer. Include the project number specific to the bid on the form.

14) 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.

15) 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.

16) 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.

- 17) 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).
- 18) 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.
- 19) 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.
- 20) 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 **Invitation to Bid** for time and place). All potential bidders are encouraged to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum.
  - 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.
- 21) Equal Employment Opportunity (EEO) Affirmative Action Police Statement and Compliance Certificate.
  - a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
  - b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

# DATA FOR LABOR COST BIDDING

**NOTE:**

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

**Project No.: 1333**

**Name: Tischer Creek Water Main Replacement at Fairmont St.**

**City Project Manager: Tim Sanders**

**Bid Opening Date: 7/29/15**

This project is funded by:

**City of Duluth**

The base workweek may be:

**Five 8-hour days OR four 10-hour days with OT after each  
AND  
OT after 40 hours per week**

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

Should a project contain a project labor agreement:

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

**City of Duluth funding only:**

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

**OVERTIME REQUIREMENTS:**

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

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

**Project Prevailing Wage Decision: U S DOL HEAVY MN 150105 6/12/15**

General Decision Number: MN150105 06/12/2015 MN105

Superseded General Decision Number: MN20140105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	05/22/2015
2	06/12/2015

BOIL0647-004 01/01/2013

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

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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

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CARP0361-021 07/11/2011

ST LOUIS (Duluth)

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

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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 06/01/2014		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.54	24.07
-----		
ELEC0294-006 06/01/2014		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.72	73.34%
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ENGI0049-064 05/01/2015		

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2.....	\$ 33.78	17.90
Group 3.....	\$ 33.23	17.90
Group 4.....	\$ 32.93	17.90
Group 5.....	\$ 29.89	17.90
Group 6.....	\$ 28.68	17.90

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:  
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

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IRON0512-028 05/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 31.04	23.45

-----  
LAB01091-006 05/01/2014

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 26.97	16.21
(2) Mason Tender Cement/Concrete.....	\$ 27.17	16.21
(6) Pipe Layer.....	\$ 29.47	16.21

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LAB01091-007 05/01/2014

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 26.97	16.21

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LAB01097-002 05/01/2014

NORTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural		

Gas Pipeline only).....\$ 25.02 18.16

LABO1097-005 05/01/2014

ST LOUIS (North of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 25.02	18.16
(2) Mason Tender		
Cement/Concrete.....	\$ 25.22	18.16
(6) Pipe Layer.....	\$ 27.52	18.16

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 05/01/2015

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..	\$ 28.70	15.20
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 28.15	15.20
(3) Tandem Axles; & Single Axles.....	\$ 28.05	15.20

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)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION



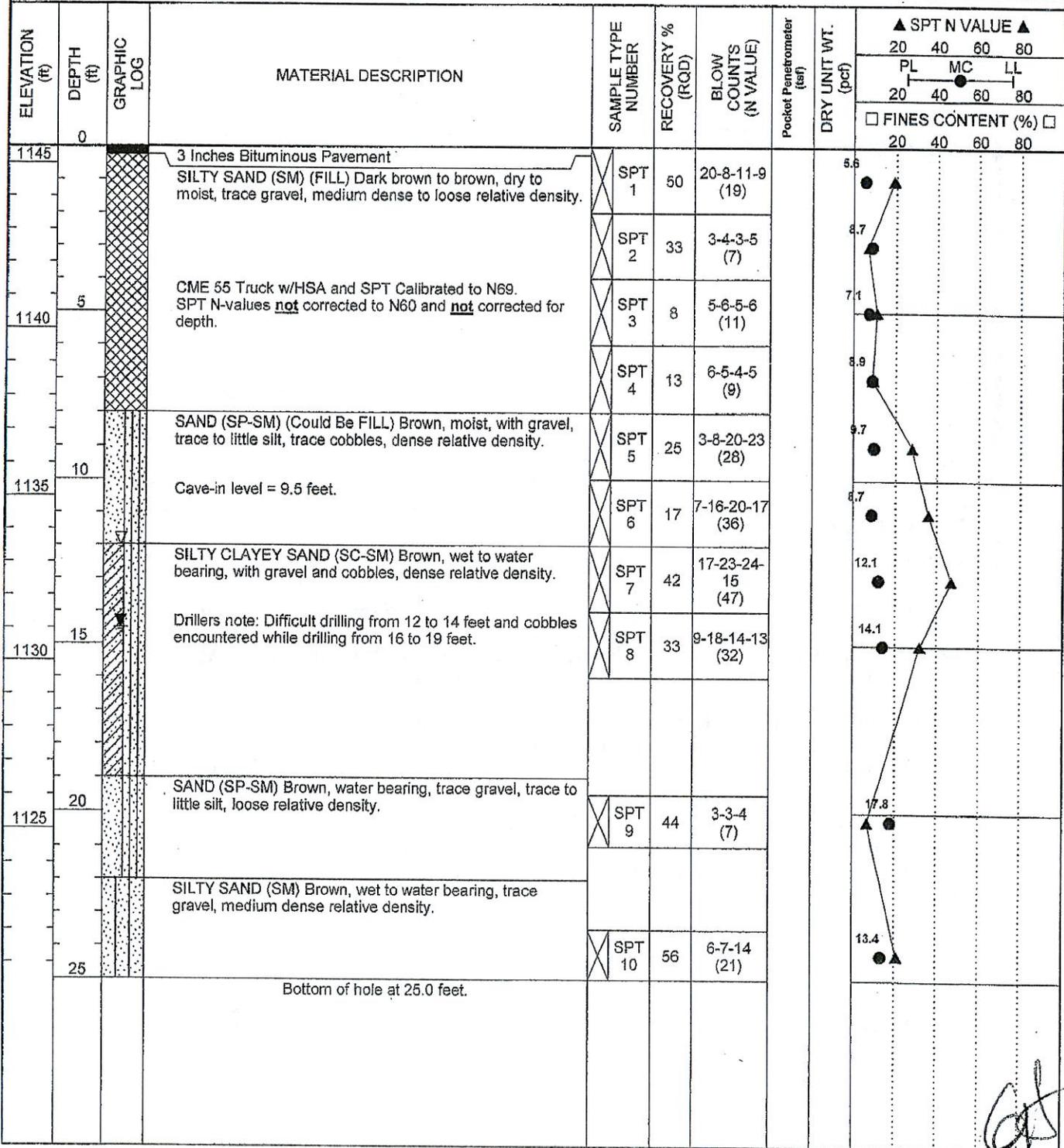
CLIENT LHB PROJECT NAME Fairmont Street Bridge over Tischer Creek  
 PROJECT NUMBER 09G0463 PROJECT LOCATION Duluth, MN  
 DATE STARTED 8/15/09 COMPLETED 8/15/09 GROUND ELEVATION 1146.65 ft HOLE SIZE 6-inch  
 DRILLING CONTRACTOR EPC Engineering & Testing GROUND WATER LEVELS:  
 DRILLING METHOD CME 55 Truck w/HSA and SPT Calibrated to N69 ▽ AT TIME OF DRILLING 12.5 ft / Elev 1134.2 ft  
 LOGGED BY TS CHECKED BY GH ▽ AT END OF DRILLING 14.5 ft / Elev 1132.2 ft  
 NOTES West side, 28 feet W CL culverts and 2 feet N CL road. ▽ 0hrs AFTER DRILLING 14.0 ft / Elev 1132.7 ft

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	Pocket Penetrometer (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲					
									20	40	60	80		
	0		2 Inches Bituminous Pavement											
1145			SAND (SP-SP) (FILL) Brown, moist, trace gravel, medium dense relative density.	SPT 1	50	5-6-7-9 (13)			6.4					
			SILTY CLAYEY SAND (SC-SM) (Could Be FILL) Brown, moist to wet, with gravel, trace to with cobbles and boulders, medium dense to loose to dense relative density.	SPT 2	50	8-6-6-5 (12)			10.3					
	5		Sample 3 contained a piece of rock with trace silty clayey sand:	SPT 3	4	3-6-4-4 (10)			11.9					
1140			CME 55 Truck w/HSA and SPT Calibrated to N69. SPT N-values <u>not</u> corrected to N60 and <u>not</u> corrected for depth.	SPT 4	42	4-3-4-6 (7)			13.9					
	10		No recovery in Sample 6.	SPT 5	17	2-1-30-31 (31)			13.3					
1135				SPT 6	0	50								
			SANDY SILTY GRAVEL (GP-GM) Brown, water bearing, with gravel and cobbles, very dense relative density.	SPT 7	67	15-27-27-32 (54)			15.6					
	15		SILTY CLAYEY SAND (SC-SM) Brown, wet, with gravel, very dense relative density.	SPT 8	50	25-30-20-13 (50)			13.7					
1130			Cave-in level = 14 feet.											
	20		SANDY SILTY GRAVEL (GP-GM) Brown, water bearing, with gravel, medium dense relative density.	SPT 9	44	8-8-7 (15)			16.4					
1125			SAND (SP) Dark brown, water bearing, medium to coarse grained, dense relative density.	SPT 10	67	10-14-16 (30)			26.6					
	25		Bottom of hole at 25.0 feet.											

GEOTECH BH PLOTS 09G0463 LHB FAIRMONT STREET BRIDGE.GPJ GINT US LAB.GDT 8/19/09

CLIENT LHB PROJECT NAME Fairmont Street Bridge over Tischer Creek  
 PROJECT NUMBER 09G0463 PROJECT LOCATION Duluth, MN  
 DATE STARTED 6/16/09 COMPLETED 6/16/09 GROUND ELEVATION 1145.51 ft HOLE SIZE 6-inch  
 DRILLING CONTRACTOR EPC Engineering & Testing GROUND WATER LEVELS:  
 DRILLING METHOD CME 55 Truck w/HSA and SPT Calibrated to N69 ▽ AT TIME OF DRILLING 12.0 ft / Elev 1133.5 ft  
 LOGGED BY TS CHECKED BY GH ▼ AT END OF DRILLING 14.5 ft / Elev 1131.0 ft  
 NOTES East side, 19 feet E of CL culverts and 2 feet S of CL road. AFTER DRILLING ---

GEOTECH BH PLOTS 09G0463 LHB FAIRMONT STREET BRIDGE.GPJ GINT US LAB.GDT 6/19/09



*GH*



**Erosion and Sediment Control Application and Permit**

(Required For Land Disturbance of 3,000 sq ft or greater\*\*)

(See City of Duluth UDC Article 2, Section 50-18.1.E) Revised March 2015

<b>SITE LOCATION</b>	
Site Address:	Date:
Lot:	Plat & Parcel:
Nature of Project	
Est. Start Date:	Est. Completion Date:

<b>OWNER / CONTRACTOR</b>			
Property Owners Name	Email:	Telephone No.	
Address	City	State	Zip
Contractors Name	Email:	Telephone No.	
Address	City	State	Zip

<b>CITY USE ONLY</b>			
City Engineer Approval:			Date:
Permit Number:	Permit Fee:	<b>\$150</b>	<b>\$300</b>

**SEE REVERSE SIDE FOR FEE SCHEDULE AND ADDITIONAL REQUIREMENTS**  
 (Attach the Erosion and Sediment Control Plan (ESCP) to this application page)

**MS-4 Statement of Compliance** (not for permanent stormwater management)

The property owner and the contractor conducting work on the site are responsible for all the construction activities that occur on the site. By signing this permit both parties are required to install and maintain all erosion and sediment control BMPs to ensure that sediment, soil and debris does not leave the construction site. This includes but is not limited to tracking of soil /mud onto public streets and roadways from vehicles leaving the site, soil eroding from the site onto roadways or drainage ditches or onto neighboring property. If sediment, soil/mud and/or debris leaves the site, both parties are responsible for the immediate clean up and all costs and fines associated with it. Both parties are also responsible for the total restoration of vegetation on the site (seed/mulch, sod, gardens...) after construction disturbance is substantially complete, and only after vegetation has been established with vigorous growth can BMPs be cleaned and removed.

Property Owner	/	/
	Telephone #	Date
Contractor	/	/
	Telephone #	Date

## **EROSION CONTROL PERMIT FEES**

Size of Project* (*****)	Erosion and Sediment Control Plan / SWPPP ***	Erosion and Sediment Control Permit	FEE
Land Disturbance Area less than 3,000 s.f.**	Specific plan not required, but must follow BMPs	No	No Fee
Land Disturbance Area greater than 3,000 s.f. and less than 10,000 s.f.	Yes	Yes	\$150
Land Disturbance Area greater than 10,000 s.f. and less than 1 acre.	Yes	Yes	\$300
Land Disturbance Area equal to or greater than 1 acre.	Yes	Yes ****	N/A

\* All projects regardless of area disturbed, will be inspected for compliance with Erosion and Sediment Control Best Management Practices (BMPs), see attached.

\*\* If city engineer determines that the proposed development is in a vulnerable area (steep slopes, erodible soils, adjacent to sensitive areas, etc.) and may cause degradation of the waters connected to the City's storm water system, then the provisions applicable to land disturbance areas between 3,000 and 10,000 sq. ft. shall apply.

\*\*\* A site specific Storm Water Pollution Prevention Plan (SWPPP) meeting MPCA NPDES Permit requirements for Construction Activity is required and shall be submitted to the City for review. An individual one-family or two-family residence (that is not part of a common plan of development) with less than 10,000 sq. ft. of disturbance and less than 7,500 sq. ft. of new impervious area does not have to prepare a SWPPP, but shall submit an erosion control plan meeting the requirements of this document and attachments.

\*\*\*\* The MPCA Permit No. MN R 100001 is required (General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination), and a copy of permit to be submitted to City. See this page for internet link.

\*\*\*\*\* Please see the City of Duluth UDC Article Two, Section 50-18.1.E to determine if the proposed project is required to meet permanent stormwater quality and rate control requirements and applicable fees.

**NOTE: For projects disturbing one acre or more, the MPCA Stormwater Permit for Construction Activity must be completed--not the City of Duluth's form.**

[www.pca.state.mn.us/water/stormwater/stormwater-c.html](http://www.pca.state.mn.us/water/stormwater/stormwater-c.html)

**The entire MS4 Permit may also be found at the MPCA:  
website:**

[www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements](http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements)

### City of Duluth Erosion and Sediment Control Plan Guidelines

#### Erosion and Sediment Control Plan (ESCP)

The Permit Application should be filled out and the Erosion and Sediment Control Plan should be prepared as follows:

- Complete the attached Narrative form Item No. 1, or use a separate sheet. Fill in **all** areas as completely as possible.
- Complete a Site Map / Plan showing the items listed below in item No. 2 and see Elements of Erosion Control Plan, Site Map Requirements for further guidance to address specific item for each plan. Additionally see example site map / plan.
- Incomplete Narratives or Site Map / Plans will be returned for additional information and will delay permit approval.

#### Erosion and Sediment Control Methods

Control of sediment is required so that it does not migrate to an adjoining property, roadway, catch basin, or a wetland/watercourse. Diagrams are attached that depict some of the control methods commonly used for erosion and sediment control. Silt fence barriers and crushed rock temporary entrances are common control methods that can be effective for small projects. Additional methods, such as sediment traps and detention structures, are required for some projects and a qualified professional may need to specify the appropriate erosion and sediment control methods. See attached sheet titled Commonly Used Erosion Controls.

#### Activities Exempt from the Ordinance

Minor land disturbing activities are exempt such as: home gardens, landscaping, repairs and maintenance work, utility work, certain septic tank work, fencing, tilling, planting, or harvesting of agricultural, horticultural, or silviculture crops, and certain emergency repairs.

**City Erosion/Sediment Control Permit Narrative -rev 2011**  
*These are the absolute minimum submittal requirements for all projects:*

**(1) NARRATIVE**

- A) Provide a description of what you are doing and type foundation/disturbance.  
(e.g., constructing a 2,000 sq ft house w/full basement; constructing an attached 24x24 garage on slab; building a 20x15 house addition on frost footings, etc.)
- B) How much land are you disturbing? **Total:** \_\_\_\_\_ **square feet**  
Main soil type? \_\_\_\_\_ Are you importing/exporting any fill? \_\_\_\_\_ Amount \_\_\_\_\_
- C) Describe the slope of the land **and** the slope of the adjacent land.
- D) Describe all temporary erosion control devices you intend to use and show on an attached drawing **where** and **when** you will be installing them. [**At a MINIMUM, you must have** perimeter control such as silt fence and washed rock construction entrance.] **Also, show and protect all stockpiles.**
- E) Final Stabilization. Date you will sod, or seed & mulch, or otherwise establish vegetation on the disturbed area.  
Method: \_\_\_\_\_ Target Date: \_\_\_\_\_  
If site is not vegetated by October 30<sup>th</sup>, describe below your selected winter-over methods (mulch, erosion blanket, etc.).

**(2) DRAWING**

- A) • **Always clearly show** the site grading/disturbance limits.  
• Also, show *pre- and post-development* drainage arrows.
- B) **Clearly show** estimated land contours (hand drawn is acceptable for small projects).
- C) **Show any/all** creeks, ditches, wetlands, or other sensitive areas *within 200 feet* of your site.  
• **If none, so state:** \_\_\_\_\_
- D) **Clearly show** the amount and placement of silt fence, hay bales, construction entrance, etc.
- E) **Clearly show** washed rock construction entrance. [*Minimum: 12' W x 50' L x 6" deep*] **OR** show mud mat reusable mat - 8' x 45' *minimum* (see Brock White handout).
- F) • **Show** and label streets and adjacent properties.  
• **Show** catch basins/inlets.  
• **Clearly show** all protective measures for those areas where sediment could migrate. Protect your neighbor's property from your construction activity and potential erosion and sediment.

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**\*\*For Large Projects, Commercial Projects, Complex Projects –  
Additional information and design are required - refer to City Ordinance 9365\*\*  
Technical assistance: Engineering 730-5200; [Tom Johnson 730-5103]**

## GENERAL NOTES FOR EROSION CONTROL

### **STRAW BALES or SILT FENCE**

- \*Put up before any other work is done
- \*Install on downslope side(s) of site with ends extended up sideslopes a short distance
- \*Place parallel to the contour of the land to allow water to pond behind the fence
- \*Entrench 4 inches deep (see diagram)
- \*Stake (every 3 feet minimum)
- \*Leave no gaps/ overlap if necessary
- \*Inspect often and maintain
- \*Remove sediment when deposits reach half way up fence or bale

### **ROCK CONSTRUCTION ENTRANCE**

- \*Install a single construction access using large crushed rock (1 ½ " to 2 ½ ") to prevent tracking of soils off project site
- \*Put rock 6 inches deep, 12 feet wide, 50 feet long
- \* Maintain rock access through project end
- \*All vehicles to use rock entrance

### **SEDIMENT CLEANUP**

- \* By the end of each work day, sweep/scrape up soil tracked on roads, alley , sidewalk
- \* After a storm clean up soil washed off site onto sidewalks, streets, alleys.

### **REVEGETATION**

- \*Seed & mulch, sod or mulch disturbed area as soon as project is completed

### **PRESERVING EXISTING VEGETATION**

- \*Preserve existing trees, shrubs, sod, as much as possible

**WARNING!** Extra measures may be needed if your site:

- \*Has highly erodible soils
- \*Is within 200 feet of a river or stream
- \*Is within 1,000 feet of a lake
- \*Is steeply sloped
- \*Receives runoff from adjacent land

For more information on appropriate measures for your site, please call the City of Duluth Engineering Division at 730-5200.

## ELEMENTS OF EROSION & SEDIMENT CONTROL PLAN (ESCP)

### ESCP Project Narrative

- (1) Project description
- (2) Phasing of construction
- (3) Existing site conditions
- (4) Adjacent areas affected by project
- (5) Critical areas identified
- (6) Erosion and sediment control measures
- (7) Soil descriptions
- (8) Permanent stabilization methods
- (9) Stormwater management considerations
- (10) Maintenance schedule for erosion and sediment measures
- (11) Calculations
- (12) Additional information required by the city engineer

### Criteria to be considered in the ESCP

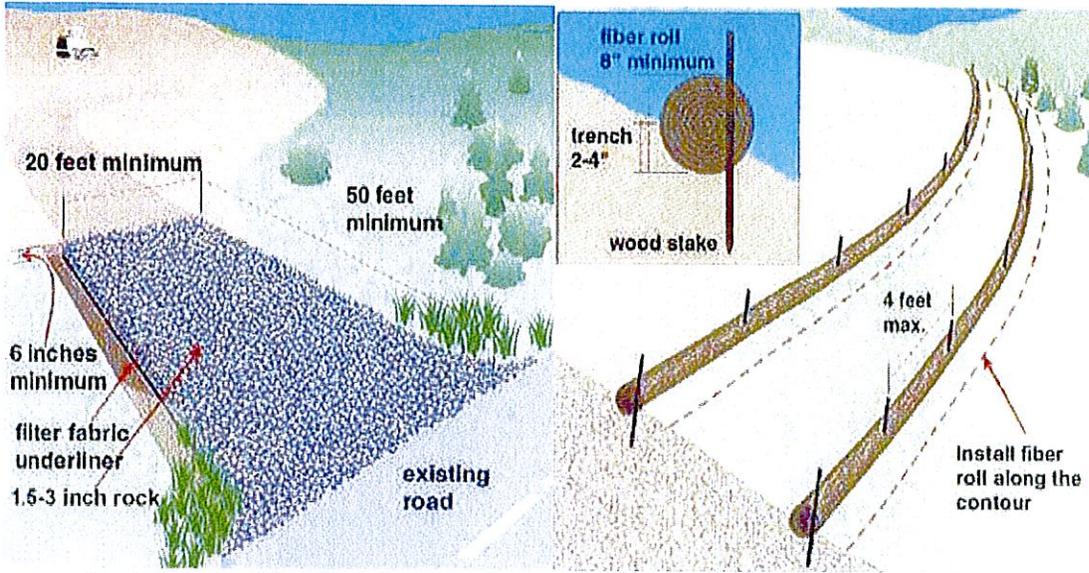
- (1) Stabilization of denuded areas and soil stockpiles
- (2) Establishment of permanent vegetation
- (3) Protection of adjacent properties
- (4) Timing and stabilization of sediment trapping measures
- (5) Use of sediment basins
- (6) Cut and fill slopes
- (7) Stormwater management criteria for controlling off site erosion
- (8) Stabilization of waterways and outlets
- (9) Stormwater management criteria for controlling off site erosion
- (10) Working in or crossing water bodies
- (11) Underground utility construction
- (12) Construction access routes
- (13) Disposition of temporary erosion and sediment

control measures

- (14) Maintenance of erosion and sediment control practice

### Site Map Requirements

- (1) Location Map
- (2) North Arrow
- (3) Scale (1 inch = 100 ft. or greater detail)
- (4) Benchmark
- (5) Existing contours at two ft. intervals, 200 ft. beyond boundary - show watercourses/wetlands
- (6) Final contours
- (7) Existing vegetation - trees, shrubs, grasses
- (8) Soil boundaries
- (9) Property boundary and lot lines
- (10) Elevations and grades - street grades, pond elevations, etc.
- (11) Drainage arrows
- (12) Critical erosion areas
- (13) Clearing and grubbing limits
- (14) Utility plans
- (15) Location of erosion and sedimentation control practices - basins, swales, silt fence, bales
- (16) Location of other practices
- (17) Plan preparer's signature, address and phone number
- (18) Responsible party name, address, and phone number
- (19) Delineation of applicable zoning boundaries



Rock Construction Entrance

Perimeter Control – Bio Rolls

