



Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340 FAX: 218-730-5921
purchasing@duluthmn.gov

REQUEST FOR QUOTES (SIMPLIFIED BID) VAULT TREE REPLACEMENTS

RFQ NUMBER: 21-AA02

QUOTES DUE: TUESDAY, December 29, ²⁰²⁰~~2019~~ at 4:00 pm

PROJECT DESCRIPTION: Furnishing and planting trees in 38 sidewalk tree vaults, and paving over one vault.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be sent out in the form of an addendum.

PRE-BID MEETING: A pre-bid walk-thru will be held at 9:00 am on December 21, 2020. Interested bidders are encouraged to attend and should meet at 5830 Grand Avenue, Duluth, MN in front of the City Center West.

****Be sure to prepare your quote based on paying the minimum of prevailing wages, securing performance and payment bonds if necessary, and obtaining the required insurance****

DUE TO THE CLOSURE OF CITY HALL AS A RESULT OF COVID-19, quotes should be e-mailed to purchasing@duluthmn.gov. Please put RFQ # 21-AA02 in the subject line of your e-mail.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and/or all quotes. Price may not be the only consideration for award. Quotes must be firm for a minimum of 30 days. Prevailing wages must be paid on this project. The most recent wage decision is attached.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

The following documents must be submitted with your quote:

1. **Responsible Contractor (required if your bid is over \$50K)** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a "responsible contractor" as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a quote for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached) with their quote. The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City's request.

The awarded supplier/contractor will be required to submit the following forms before a contract will be executed. Copies of standard contracts and forms are available for view and download on the City website at <https://www.duluthmn.gov/purchasing/forms/>:

1. **Construction Contract** – If the successful bid is \$25,000 or more, a construction contract will be required to be executed.
2. **Insurance** – Contractor must provide proof of Public Liability (General Commercial), Automobile

Liability, and Worker's Compensation insurance meeting City requirements. The insurance requirements are listed in section 7 of the draft construction contract

3. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute an affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

4. **Performance & Payment Bonds** (required if your bid is over \$25,000) – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.

5. **Affirmative Action/EEO** - 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 (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us>. Contractor will comply with all applicable Equal Employment Opportunity laws and regulations.

6. **Out of State Contractor** - Unless a State of Minnesota 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 of the signed exemption form when submitting Payment and Performance Bonds. The form may be found at: http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent

SCOPE OF WORK FOR WEST DULUTH TREE REPLACEMENTS

The City of Duluth Park Maintenance Division seeks bids to renovate planting sites, plant trees and pave one tree vault along the 200 through 400 blocks of Central Avenue, 5400 through 5800 blocks of Grand Ave and adjoining portions of North 57th Avenue West.

Scope of work is furnishing and planting trees in 38 sidewalk tree vaults, including paving over one tree vault along Central and Grand Avenues. Planting and paving sites are marked on the attached map and list. Work is to be done by **June 18th, 2021**.

The successful bidder will be responsible for the following:

1. Making all "One Call" arrangement in time for excavation and planting.
2. Placing "No Parking" signs 48 hours prior to commencement of work and removing them once the work is done.
3. Notify Parking Services of "No Parking" sign locations and period of the no park arrangement at least 48 hours before signs are posted.
4. Removing and reinstalling tree grates, undamaged, on each planting space. Damaged grates will be repaired or replaced at the contractors cost. The upright portion of the tree grate, if it exists, will be removed.
5. Removing electrical wire and connections for tree lights.
6. Removing all soil, rocks, roots and other debris from the planting site to a depth of 2'.
7. Supplying trees of the correct species and variety that meets the following standards:
 - a. All nursery stock will meet ANSI standard Z60.1.
 - b. Trees will be planted according to MN/DOT 2571.3F.
 - i. If ball and burlap (B&B) trees are used, all burlap and wire on the top half of the root ball will be removed during installation.
 - c. Species and varieties to be planted are listed in the attached Table 1.
 - d. Tree caliper will be 1.25-1.75".
8. Planting trees of the correct species and variety in the correct locations. Failure to do so will result in replanting the sites with correct trees.
9. Replacing the removed soil, less the volume replaced by the roots, with boulevard topsoil borrow that meets the specifications of MN/DOT 3877.2.F.
10. Watering all trees immediately following planting.
11. For the paving site, walks shall be constructed in accordance with the provisions of MN/DOT 2521 and the following: Payment for 4" concrete walk shall include all costs of root cutting, excavation, disposing of excavated materials, grading, furnishing, placing and compacting the 4" Class 5 aggregate base.

The planting space, for the purposes of this contract, is the cutout in the sidewalk that is designed to have a tree growing in it. There are two grate sizes of varying shapes: 18sqft and 35sqft. Most of the grates are the larger size.

On the attached map, green squares indicate sites to be planted, black squares sites to be paved.

The City of Duluth will:

1. Remove all trees and stumps to a level approximately flush with the tree grate or surrounding sidewalk.
2. Provide tree grates for those planting spaces without a grate.
3. Provide "No Parking" signs.
4. Be available during the installation to answer questions, inspect work and consult on any needed changes to the contract.



GENERAL BID SPECIFICATIONS

Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

1. **General.** This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. **Investigation by Bidders.** Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. 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 the bidder from any obligation in respect to their bid.
3. **Bidder Questions.** Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. **Changes, Corrections & Withdrawal of Bids.** Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. **Unit Pricing.** If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. **Sales Tax.** Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. **Bid/Quote Submission.** Bids may be emailed to purchasing@duluthmn.gov, mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Bids must be received by Purchasing before the time and date specified in the request for quote or invitation for bid.
8. **Non-Collusion Clause.** By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm 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 of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.
9. **Award.** Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications.
10. **Bidder Qualifications.** Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03) By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.
11. **Rejection of Bids.** The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
12. **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, proof of insurance 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).
13. **Equal Employment Opportunity.** Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) 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.
14. **Quantities.** The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
15. **Prevailing Wages.** Per Sec 2-26 of Duluth City Code, 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 is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.
16. **Validity of Bids.** All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
17. **Insurance.** All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.
18. **Reports.** Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.

City of Duluth
Supplementary Provisions – State & Federal Funding
(including provisions per GLRI grant)

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 2, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination.

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City

agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. Davis Bacon Act.

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage decision included as part of the bid solicitation. In addition, contractor shall pay wages not less than once a week.

9. Compliance with the Copeland "Anti-Kickback" Act.

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and any subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

10. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

12. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

13. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA - designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

14. Invasive Species Prevention.

Active steps must be taken to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by City of Duluth. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing, including but not limited to, waders, tracked vehicles, barges, boats, turbidity curtain, sheetpile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

15. Pollinator Best Management Practices.

Both the MNDNR and the City have adopted guidelines to ensure an appropriate diversity of native species and to provide habitat for pollinators throughout the growing season. For that reason, the majority of plants called out in the plans are flowering forbs that will provide nectar for native bees. In addition, the seed mix specified for restoring areas disturbed by construction consists of native species and includes several different pollinator-friendly species.

Contractors shall follow the MNDNR pollinator best practices and guidelines. Please refer to the MNDNR website for more information http://www.dnr.state.mn.us/pollinator_resources/index.html.

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



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

Construction Type: Highway and Heavy

Region Number: 01

Counties within region:

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

Effective: 2020-09-28

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

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

All other prevailing wage violations and questions should be sent to:

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-09-28	32.83	21.27	54.10
		2021-05-01	34.13	22.02	56.15
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-09-28	32.83	21.27	54.10
		2021-05-01	34.13	22.02	56.15

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-09-28	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
104	FLAG PERSON	2020-09-28	32.83	21.27	54.10
		2021-05-01	34.13	22.02	56.15
105	WATCH PERSON	2020-09-28	29.28	21.02	50.30
		2021-05-01	30.58	21.77	52.35
106	BLASTER	2020-09-28	32.62	22.43	55.05
107	PIPELAYER (WATER, SEWER AND GAS)	2020-09-28	35.83	21.27	57.10
		2021-05-01	37.63	22.02	59.65
108	TUNNEL MINER	2020-09-28	33.93	21.27	55.20
		2021-05-01	35.63	22.02	57.65
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-09-28	33.93	21.27	55.20
		2021-05-01	35.63	22.02	57.65
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-09-28	32.83	21.27	54.10
		2021-05-01	34.13	22.02	56.15
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-09-28	32.83	21.27	54.10
		2021-05-01	34.13	22.02	56.15

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2020-09-28	25.00	12.65	37.65
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
202	BOOM TRUCK	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2020-09-28	24.00	16.96	40.96
204	OFF-ROAD TRUCK	2020-09-28	38.89	21.55	60.44
		2021-05-03	40.04	22.55	62.59
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-09-28	28.36	20.89	49.25
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2020-09-28	39.74	21.55	61.29
		2021-05-03	40.89	22.55	63.44

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)			
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)			
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)			
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
306	GRADER OR MOTOR PATROL			
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)			
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
GROUP 3	2020-09-28	39.19	21.55	60.74
	2021-05-03	40.34	22.55	62.89
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
316	LOCOMOTIVE CRANE OPERATOR			
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE			
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)			
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)			
320	TANDEM SCRAPER			
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)			
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)			
GROUP 4	2020-09-28	38.89	21.55	60.44
	2021-05-03	40.04	22.55	62.59
323	AIR TRACK ROCK DRILL			
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)			
325	BACKFILLER OPERATOR			
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)			
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)			
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)			
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS			
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
331		CHIP HARVESTER AND TREE CUTTER		
332		CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE		
333		CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)		
334		CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)		
335		CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT		
336		CURB MACHINE		
337		DIRECTIONAL BORING MACHINE		
338		DOPE MACHINE (PIPELINE)		
339		DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)		
340		DUAL TRACTOR		
341		ELEVATING GRADER		
342		FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)		
343		FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)		
344		FRONT END, SKID STEER OVER 1 TO 5 C YD		
345		GPS REMOTE OPERATING OF EQUIPMENT		
346		HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)		
347		HYDRAULIC TREE PLANTER		
348		LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)		
349		LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)		
350		MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE		
351		MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)		
352		PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE		
353		PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)		
354		PIPELINE WRAPPING, CLEANING OR BENDING MACHINE		
355		POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)		
356		POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES		
357		PUGMILL		
358		PUMPCRETE (HIGHWAY AND HEAVY ONLY)		
359		RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)		
360		SCRAPER		
361		SELF-PROPELLED SOIL STABILIZER		
362		SLIP FORM (POWER DRIVEN) (PAVING)		
363		TIE TAMPER AND BALLAST MACHINE		
364		TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)		
365		TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)		
366		TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)		
367		TUB GRINDER, MORBARK, OR SIMILAR TYPE		

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5		2020-09-28	35.85	21.55	57.40
		2021-05-03	37.00	22.55	59.55
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2020-09-28	34.64	21.55	56.19
		2021-05-03	35.79	22.55	58.34
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
TRUCK DRIVERS					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 1		2020-09-28	33.35	20.25	53.60
		2021-05-01	34.85	20.25	55.10
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2020-09-28	32.80	20.25	53.05
		2021-05-01	34.30	20.25	54.55
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2020-09-28	35.18	20.50	55.68
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2020-09-28	31.95	19.01	50.96
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2020-09-28	43.56	20.20	63.76
		2021-06-07	45.56	20.20	65.76
702	BOILERMAKERS	2020-09-28	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-09-28	32.91	22.82	55.73
704	CARPENTERS	2020-09-28	36.92	23.56	60.48
		2021-05-04	38.97	23.56	62.53
705	CARPET LAYERS (LINOLEUM)	2020-09-28	32.13	12.85	44.98

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
706	CEMENT MASONS	2020-09-28	33.53	18.50	52.03
		2021-05-01	35.58	18.50	54.08
707	ELECTRICIANS	2020-09-28	39.77	28.11	67.88
		2021-06-02	41.36	28.83	70.19
711	GROUND PERSON	2020-09-28	33.40	16.30	49.70
712	IRONWORKERS	2020-09-28	33.99	30.70	64.69
		2021-05-01	36.19	30.70	66.89
713	LINEMAN	2020-09-28	47.71	20.31	68.02
714	MILLWRIGHT	2020-09-28	39.04	21.72	60.76
		2021-05-03	40.99	21.72	62.71
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-09-28	31.39	19.99	51.38
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-09-28	38.96	25.03	63.99
		2021-05-03	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-09-28	44.00	22.90	66.90
719	PLUMBERS	2020-09-28	41.02	22.03	63.05
721	SHEET METAL WORKERS	2020-09-28	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2020-09-28	41.42	18.16	59.58

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
728	WIRING SYSTEMS INSTALLER	2020-09-28	28.14	14.31	42.45
729	ASBESTOS ABATEMENT WORKER	2020-09-28	35.58	17.15	52.73
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DL.PREVWAGE@STATE.MN.US</u>			

"General Decision Number: MN20200144 10/02/2020

State: Minnesota

Construction Type: Highway

Counties: Carlton, Cook, Itasca, Koochiching, Lake, Pine and St Louis Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	10/02/2020

SUMN2020-001 02/26/2020

	Rates	Fringes
BRICKLAYER.....	\$ 32.91	22.82
CARPENTER.....	\$ 36.35	22.18
CEMENT MASON/CONCRETE FINISHER...	\$ 36.10	19.83
ELECTRICIAN		
Electrician.....	\$ 38.44	27.12
Ground Person.....	\$ 32.42	16.23
Lineman.....	\$ 46.32	20.12
Wiring System Installer.....	\$ 28.14	14.31
Wiring System Technician....	\$ 40.17	17.63
IRONWORKER.....	\$ 33.19	29.40
LABORER		
Blaster.....	\$ 32.62	22.43
Common or General.....	\$ 31.78	20.27

Flag Person.....	\$ 31.78	20.27
Landscape.....	\$ 24.00	16.96
Skilled.....	\$ 31.78	20.27
Underground & Open Ditch (8 ft below grade).....	\$ 32.48	20.27
MILLWRIGHT.....	\$ 38.44	20.37
PAINTER (Including Hand Brushed, Hand Sprayed, and the Taping of Pavement Markings).....	\$ 31.39	19.99
PILEDRIVERMAN.....	\$ 38.91	22.08
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 38.64	20.50
GROUP 3.....	\$ 38.09	20.50
GROUP 4.....	\$ 37.79	20.50
GROUP 5.....	\$ 34.75	20.50
GROUP 6.....	\$ 33.54	20.50
Special Equipment		
Articulated Hauler.....	\$ 37.79	20.50
Boom Truck.....	\$ 37.79	20.50
Landscaping Equipment- Includes Hydro Seeder or Mulcher, Sod Roller, Farm Tractor with Attachment Speciafically Seeding, Sodding, or Plant, and Two-Framed Forklift (Excluding Front, Posit- Track, and Skid Steer Loaders), No Earthwork or Grading for Elevations.....	\$ 24.00	16.96
Off-Road Truck.....	\$ 37.79	20.50
Pavement Marking or Marking Removal Equipment Operator (one or two person operators), Self- Propelled Truck or Trailer Mounted Units.....	\$ 28.36	20.89
OPERATING ENGINEER CLASSIFICATIONS		

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader &

Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobil; Crushing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill, Dual Tractor; Elevating Grader; Fort Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Trench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or similar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Machine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

Survey Field Technician.....	\$ 31.78	20.27
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TRAFFIC CONTROL (Temporary Signage).....	\$ 31.78	20.27
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TRUCK DRIVER

GROUP 1.....	\$ 32.85	19.00
GROUP 2.....	\$ 32.30	19.00
GROUP 3.....	\$ 26.26	18.60
GROUP 4.....	\$ 31.95	19.00

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous

Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner.....\$ 31.48 19.32

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 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.

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"

West Duluth Business District Tree Vault Replacement

Locations and Species

#	Street		Species*	#	Street		Species*
201	Central	Ave	Honeylocust				
201	Central	Ave	Chokecherry				
231	Central	Ave	Honeylocust				
305	Central	Ave	Oak				
319	Central	Ave	Pave				
323	Central	Ave	Ginkgo				
325	Central	Ave	Oak	326	Central	Ave	Serviceberry
401	Central	Ave	Chokecherry				
403	Central	Ave	Ohio Buckeye	402	Central	Ave	Elm
421	Central	Ave	Chokecherry	402	Central	Ave	Hawthorn
431	Central	Ave	Ohio Buckeye	412	Central	Ave	Hawthorn
				428	Central	Ave	Hawthorn
331	N 57 th	Ave W	Flowering crab				
331	N 57 th	Ave W	Flowering crab				
401	N 57 th	Ave W	Linden				
403	N 57 th	Ave W	Flowering crab				
				5430	Grand	Ave	Elm
				5430	Grand	Ave	Hawthorn
5505	Grand	Ave	Oak	5502	Grand	Ave	Sargent cherry
				5600	Grand	Ave	Oak
5601	Grand	Ave	Elm	5626	Grand	Ave	Ohio Buckeye
5601	Grand	Ave	Elm	5628½	Grand	Ave	Ginkgo
5611	Grand	Ave	Serviceberry				
5701	Grand	Ave	Linden				
5727	Grand	Ave	Linden				
5727	Grand	Ave	Linden				
5831	Grand	Ave	Oak	5830	Grand	Ave	Sargent cherry
				5830	Grand	Ave	Serviceberry
				5830	Grand	Ave	Sargent cherry

*Species	Scientific name	Cultivar
Serviceberry	<i>Amelanchier x grandiflora</i>	Autumn brilliance
Honeylocust	<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Northern Acclaim
Hawthorne	<i>Crataegus crus-galli</i> var. <i>inermis</i>	Thornless cockspur
Oak	<i>Quercus 'Crimschmidt'</i>	Crimson spire oak (CSO)
Ginkgo	<i>Ginkgo biloba</i>	Autumn gold
Elm	<i>Ulmus davidiana 'Discovery'</i>	Discovery
Chokecherry	<i>Prunus virginiana</i>	Canada red
Ohio Buckeye	<i>Aesculus glabra</i>	Early Glow, Prairie Torch or Autumn Splendor
Sargent cherry	<i>Prunus sargentii</i>	Pink Flair
Linden	<i>Tilia americana</i>	Lincoln, American Sentry or Redmond
Flowering crab	<i>Malus 'Sutyam'</i>	Sugar Tyme



Printed Date: 12/2/2020

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5430-5505 Grand Ave

0 90 180 Feet





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331-403 N 57th Ave W

0 120 240 Feet





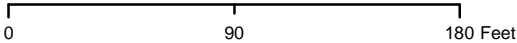
Printed Date: 12/2/2020

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5701- 5727 Grand Ave





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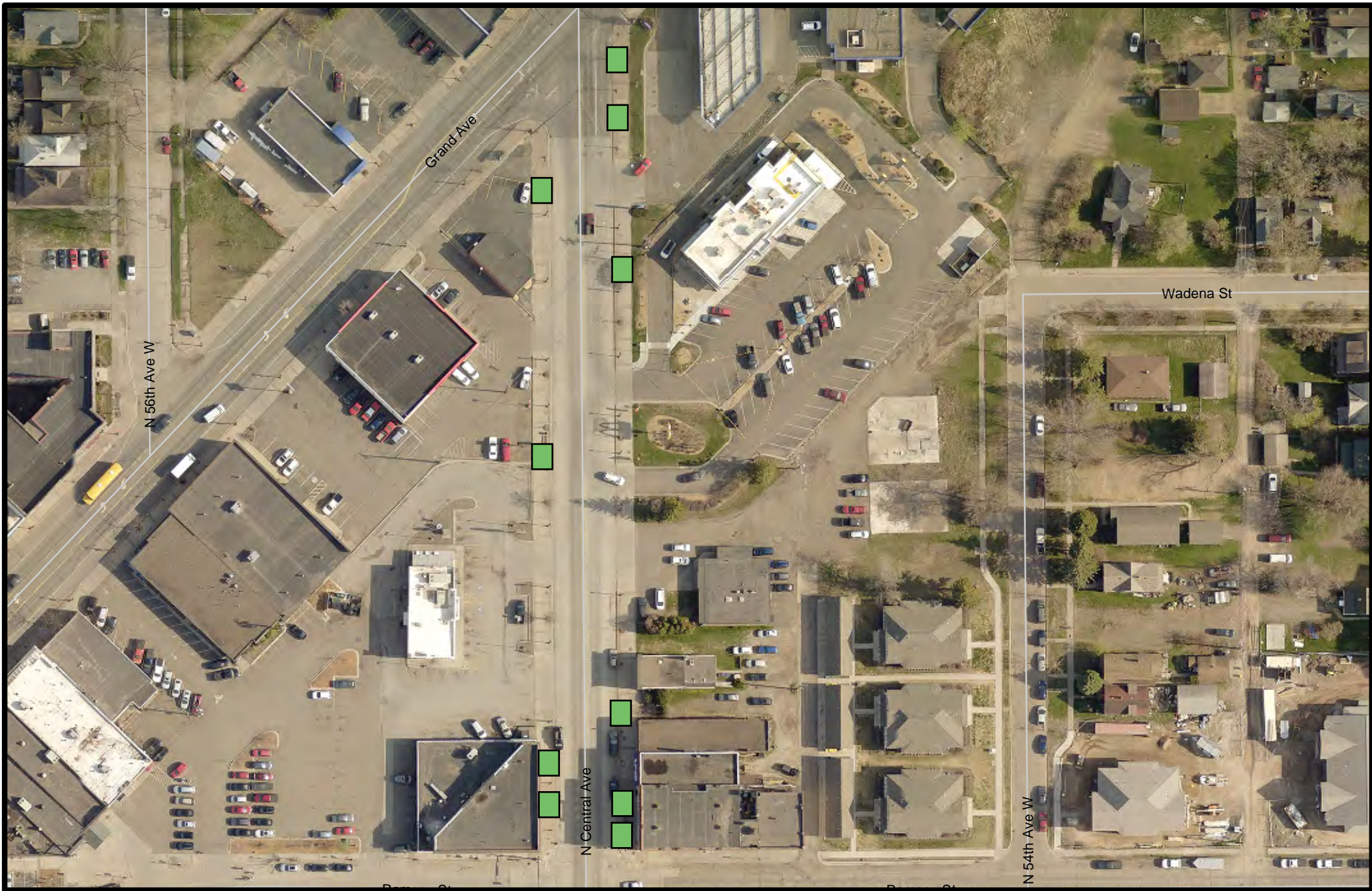
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5830-5831 Grand Ave

0 90 180 Feet





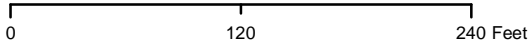
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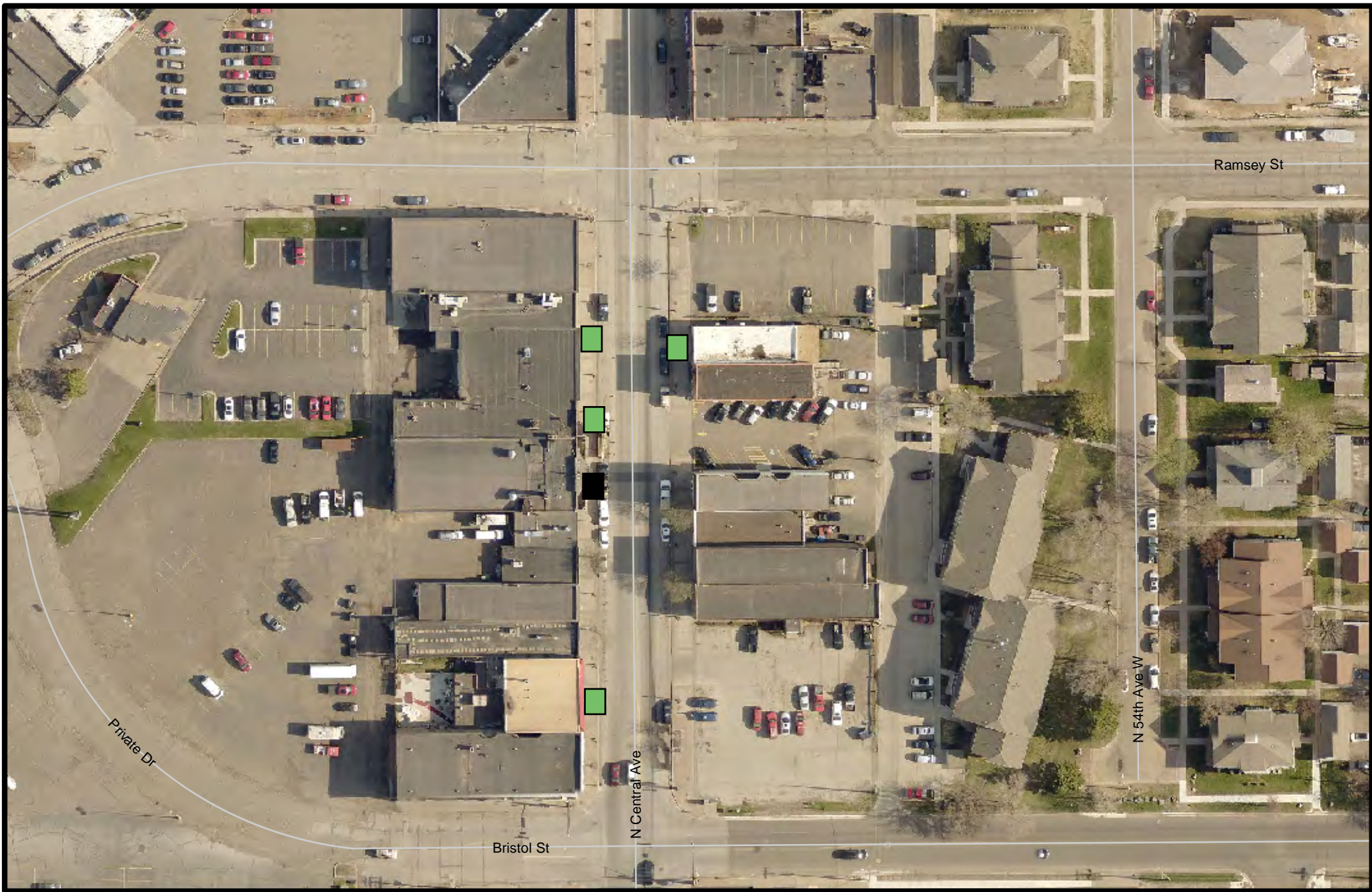
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401-428 N Central Ave





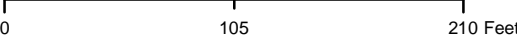
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305-326 N Central Ave





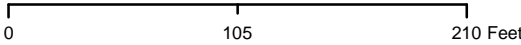
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201 N Central Ave



BID FORM
BID # 21-AA02
TREE REPLACEMENT PROJECT IN WEST DULUTH

ITEM	Qty	UOM	Unit Price	Extended Price
Mobilization	1	Lump Sum	\$	\$
Price per vault location with tree replaced	38	EA	\$	\$
Price per paved vault location	1	EA	\$	\$
TOTAL				\$

TOTAL PRICE IN WRITING

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # INITIAL/DATE

ADDENDUM # INITIAL/DATE

ADDENDUM # INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐