



City of Duluth

DEPARTMENT OF PUBLIC WORKS/UTILITIES
Engineering Division
211 City Hall • Duluth MN 55802
(218) 730-5200 Fax: (218) 730-5907

ADDENDUM NO. 1

May 20, 2009

Downtown Area Accessibility Project Curb Ramp and Sidewalk Replacement

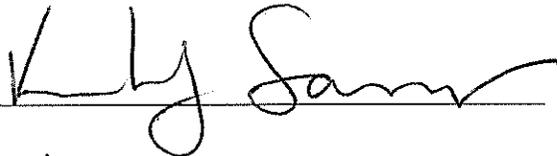
City Project No. 0774 TR
Bid No. 09-11DS

Bid Opening: May 22, 2009, 2:00 PM CST

SUBMITTAL CERTIFICATION

I hereby certify that this plan, specifications, 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.

Project Engineer: KIMBERLY SANNES

Signature: 

Date: 5/20/2009 Licence No.: 26776

NOTICE

This Addendum is issued to modify, explain, or correct the original drawings and/or specifications and is hereby made a part of the Contract Documents. Please attaché this Addendum to the specifications in your possession and note receipt of this Addendum on page 2 of the bid. The bid date remains unchanged

ADD THE FOLLOWING SPECIAL PROVISION:

SP-8 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 PROJECT REQUIREMENTS

The Contractor is hereby advised that this project is now going to be funded under the American Recovery and Reinvestment Act (ARRA) of 2009. As such, it is subject to additional requirements:

In addition to any and all other reporting requirements of other sections in this contract, the following will apply:

Section 1512 of the ARRA requires that the Contractor and all subcontractors will be required to complete monthly reports on the number of newly hired employees (jobs created) and the number of employees retained. This information will include the number of employees (subtotal by new-hire and existing), total hours for employees (subtotal by new-hire and existing), and total wages for employees (subtotal by new-hire and existing).

- (1) The specific form for the reporting is still under development but will be provided to the Contractor as part of the Award package. The reports will need to be submitted within 10 days of the first of the month.
- (2) The Contractor will also be required to provide an e-mail address.
- (3) The Contractor shall have been current with the monthly reports before partial estimates are processed and paid. The costs of providing the required reports shall be incidental to the contract as a whole.

Section 902 of the ARRA - ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE – states that each contract awarded using funds made available in this Act shall provide that the Comptroller General and his/her representatives the authority

- (1) To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - (2) To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- (b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Section 1515 of the ARRA - ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES states that each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- (1) To examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
 - (2) To interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- (b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

Section 1605 of the ARRA - USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS states:

(a) none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

The Contractor will be required to erect two signs at the project site signifying this projects ARRA status. The specific sign design for the project site is still under development but will be provided to the Contractor as part of the Award package.

The sign placement will abide by the following recommendation:

(1) With respect to placement of traffic control signs, regulatory, warning, and guide signs have a higher priority than the economic recovery signs.

(2) In no case shall these signs be placed such that it obscure road users' view of other traffic control devices.

(3) Economic recovery signs should be placed where they can be easily identified with the corresponding projects.

(4) If the placement of economic recovery signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the economic recovery sign should be relocated.

(5) Due to public safety concerns, economic recovery signs should not be allowed at the following locations:

a. On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.

b. At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

No compensation, other than for plan pay items, will be made for complying with the above ARRA requirements.

ADD THE FOLLOWING SPECIAL PROVISION:

SP-10 RESTORATION

Any and all turf or sod restoration and/or bituminous patching restoration as a result of Sawing and Removal work done on this project shall be incidental to the Sawing and Removal items.

ADD THE FOLLOWING TO THE SPECIAL PROVISIONS:

The following forms and regulations/rules/statutes and interpretations, listed below ARE ATTACHED TO THIS Addendum:

- Instructions to Bidders – Engineering 2/06/08
- HUD 4010
- Data for Labor Cost Bidding
- Prevailing Wage Rates US DOL – Highway 5/1/09
- CG 2010 pre-2004 and IL7002 liability insurance endorsements
- Project Labor Agreement

THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THIS ADDENDUM WILL BE CONTROLLING. HARD COPIES OF ALL FORMS ARE AVAILABLE AT THE ENGINEERING DIVISION, EXCEPT THE NON-COLLUSION AND AFFIRMATIVE ACTION POLICY STATEMENT, WHICH ARE AVAILABLE AT THE CITY OF DULUTH PURCHASING DEPARTMENT.

INSTRUCTIONS TO BIDDERS

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

7) Collusive Agreements

- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).

8) Unit Prices The unit price, for each of the several items in the proposal of each bidder, shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications.

9) Corrections Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10) Time for Receiving Bids

- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city Purchasing Office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

11) Opening of Bids At the time and place fixed for the opening of bids, the city Purchasing Manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13) Award of Contract: Rejection of Bids

- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

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

- 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

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

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

15) Wages and Salaries

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

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

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

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

19) Pre-Bid/Pre-Construction Meetings

- a) Should a pre-bid meeting will be held, it will be conducted seven (7) days prior to the bid date (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.
- b) Approximately seven (7) days after city council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his/her construction schedule, cost breakdown, required submittals, etc.

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

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

Section 10
Housing and Urban Development (HUD) form-4010 (07/20/03)
Ref Handbook 1344.1

NOTE: On projects NOT funded by HUD, the words: "contracting officer" or "federal agency" or "the City of Duluth" shall be substituted.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(i) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- HUD funded projects may use form WH-347 which includes a statement of compliance or use a reasonable facsimile containing identical data; however, a separate itemized list of the fringe benefits must be submitted with each certified payroll. See Forms, Section 14.

- The Minnesota Department of Transportation Statement of Compliance (form 21658) must be used on all non-HUD funded projects including those funded by the City of Duluth. In addition, each certified payroll for all City of Duluth funded projects must clearly indicate the base workweek hours. See Forms, Section 14.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b) for HUD funded projects only.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.

- Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

- In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

** See page 5 for number 4-b and c for further definitions.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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.: 0774TR

Name: **Downtown Area Accessibility Project**

This **project is funded** by (bold/underline those which apply):

City of Duluth

Federal Government only

**HUD/CDBG - see Section 10 of Supplementary
General Conditions, Part II**

State of Minnesota with or without federal funding

The **base workweek** may be (bold/underline those which apply):

Five 8-hour days

Four 10-hour days

Forty (40) hours per week

The project **DOES** contain a *project labor agreement (PLA)*.

Should a project contain a project labor agreement, 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 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 or the State of Minnesota (with or without federal funding), 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.

*** HUD projects and Federal government only funded projects**
do allow payment of overtime after forty hours per week

WAGE RATES:

When both State of Minnesota and Federal Government (general decision) wage rates are included in a contract, the higher of the two rates for any classification must be paid.

State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.

CITY OF DULUTH

Insurance Requirements

(Updated 06/17/08)

INDEMNIFICATION CLAUSE

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

INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

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

The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms -- 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. (See attached examples of Endorsements.)

Procedure verified by:



Don Douglas, Claims Adjuster
Duluth City Attorney's Office

Date

6/18/08

Construction Type: **Highway**

Counties: Anoka, Benton, Chisago, Dakota, Hennepin, Ramsey, Scott, Sherburne, St Louis, Stearns, Washington & Wright Cos in MN

HIGHWAY CONSTRUCTION PROJECTS

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	02/08/2008	5	08/08/2008								
1	05/02/2008	6	09/05/2008								
2	05/16/2008	7	01/16/2009								
3	06/13/2008	8	05/01/2009								
4	07/11/2008										

				Rate	Fringe
* BRMN0001-015	05/01/2009	BENTON & STEARNS Cos	Cement Mason/Concrete Finisher	\$ 32.75	14.35

CARP0087-011	05/01/2008	ANOKA, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COS	Carpenter & Piledrivermen	\$33.37	12.59
--------------	------------	---	---------------------------	---------	-------

CARP0361-014	05/01/2008	ST LOUIS CO (DULUTH)	Carpenter & Piledrivermen	\$ 30.17	13.40
--------------	------------	----------------------	---------------------------	----------	-------

CARP0361-015	05/01/2008	ST LOUIS CO	Carpenter & Piledrivermen: Northern St. Louis Co	\$30.23	12.94	Southern St. Louis Co except Duluth	\$29.77	13.40
--------------	------------	-------------	--	---------	-------	-------------------------------------	---------	-------

CARP0930-006	05/01/2008	BENTON & STEARNS CO	Carpenter & Piledrivermen	\$27.53	12.64
--------------	------------	---------------------	---------------------------	---------	-------

ELEC0160-001 04/01/2007 LINE CONSTRUCTION/STREET LIGHTING

Line Construction:	Rate	Fringe
(1) Lineman; Cable Splicer; Dynamiter; Special Equipment Operator; & Technician	\$ 32.27	4.75+29%
(2) Equipment Operator	\$ 27.75	4.75+29%
(3) Groundman/Truck Driver; & Pole Treating Truck Driver	\$ 22.59	4.75+29%
(4) Groundman	\$ 21.62	4.75+29%

Line Clearance:	Rate	Fringe
(5) Tree Trimmer; Tractor	\$ 20.09	4.75+29%
(6) Groundman/Truck Driver	\$ 14.06	4.75+29%
(7) Groundman	\$ 13.06	4.75+29%

* ENGI0049-005 05/01/2008 **Power Equipment Operator**

AREA 1 (METRO): ANOKA, CHISAGO (south of the northern boundary of T. 34-N & thatpart consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (south of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (east of & inclu. Hwy #25) COs

AREA 2 (EASTERN): BENTON (east of the western right of way of HWY #10), CHISAGO (remainder) SHERBURNE (remainder), STEARNS (east of the western right of way of Hwy #15), & WRIGHT (remainder) COs

AREA 3 (WESTERN): BENTON (remainder) & STEARNS (remainder) COs

AREA 1:	Rate	Fringe	AREA 2:	Rate	Fringe	AREA 3:	Rate	Fringe
GRP 1	\$ 31.07	14.15	GRP 1	\$ 28.61	14.15	GRP 1	\$ 24.20	14.15
GRP 2	\$ 30.07	14.15	GRP 2	\$ 27.61	14.15	GRP 2	\$ 23.20	14.15
GRP 3	\$ 29.52	14.15	GRP 3	\$ 27.16	14.15	GRP 3	\$ 22.27	14.15
GRP 4	\$ 29.22	14.15	GRP 4	\$ 26.86	14.15	GRP 4	\$ 21.96	14.15
GRP 5	\$ 26.18	14.15	GRP 5	\$ 24.29	14.15	GRP 5	\$ 20.25	14.15
GRP 6	\$ 24.97	14.15	GRP 6	\$ 23.42	14.15	GRP 6	\$ 19.65	14.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Pilot; *Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use

GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver; Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader & Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcherman (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mile or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven) (Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic

GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power); Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunite Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type); Payhauler or similar type; 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) Apcco or similar type including self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine)

GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor, Wheel Type (over 50 HP); & Truck Crane Oiler

*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 - \$.125 PREMIUM LEVEL B - \$.90 PREMIUM LEVEL C - \$.60 PREMIUM

* IRON0512-003	05/01/2009	ANOKA, BENTON, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COS	Ironworker	\$ 33.80	20.37
----------------	------------	--	------------	----------	-------

* IRON0512-020	05/01/2009	ST. LOUIS CO	Ironworker	\$ 29.76	19.50
----------------	------------	--------------	------------	----------	-------

				Rate	Fringe
LABO0010-005	05/01/2008		Landscaper (Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees)	\$ 16.26	9.68

LABO0132-001	05/01/2008	ANOKA, BENTON, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COS	LABORER (Asbestos Abatement)	\$ 28.11	10.57
--------------	------------	--	------------------------------	----------	-------

Laborers:

AREA 1:	AREA 2: Rate Fringe	AREA 3:	AREA 4:
GRP 1 \$ 27.32 10.83	GRP 1 \$ 26.82 10.26	GRP 1 \$ 25.83 11.25	GRP 1 \$ 22.64 10.31
GRP 2 \$ 27.52 10.83	GRP 2 \$ 27.02 10.26	GRP 2 \$ 26.03 11.25	GRP 2 \$ 22.84 10.31
GRP 3 \$ 27.67 10.83	GRP 3 \$ 27.17 10.26	GRP 3 \$ 26.18 11.25	GRP 3 \$ 22.99 10.31
GRP 4 \$ 27.77 10.83	GRP 4 \$ 27.27 10.26	GRP 4 \$ 26.28 11.25	GRP 4 \$ 23.09 10.31
GRP 5 \$ 28.02 10.83	GRP 5 \$ 27.52 10.26	GRP 5 \$ 26.53 11.25	GRP 5 \$ 23.34 10.31
GRP 6 \$ 29.32 10.83	GRP 6 \$ 28.82 10.26	GRP 6 \$ 27.83 11.25	GRP 6 \$ 24.64 10.31

AREA 1 (District 1): ANOKA, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT CO

AREA 2 (District 2A): ST. LOUIS CO (south of T. 55 N):

AREA 3 (District 2B): ST. LOUIS CO (north of T. 55 N)

AREA 4 (District 3A): BENTON & STEARNS COS

LABORERS CLASSIFICATIONS

GROUP 1: Construction; Bituminous Batchperson (Stationary Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee, Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete Batchperson; Concrete Handler, Caisson, Footings, Columns, Piling, Slabs, etc.; Concrete Longitudinal Float Operator (Manual Bullfloat on Paving); Concrete Shoveler, Tamper & Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer Below Grade; Demolition of an entire Structural System, Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt, Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster; Joint Filler (Concrete Pavement); Kettleperson (Bituminous or Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler; Power Buggy Operator; Pump Operator (Less than 6"); Retaining Wall Installation; Sand Cushion Bedmaker; Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier & Guard Rail Installation; Squeegeeperson; Stabilizing Batchperson (Stationary Plant); Temporary Heaters & Blower Tender; Top Person (Sewer, Water or Gas Trench); Flagperson; Traffic Controller (Traffic Barriers) & Transit/Level, Laser Beam (sewer, water, gas) \$1.50 above Group 1 rate. Blasting Person (Dynamite or substitute product) \$3.00 above Group 1 rate.

GROUP 2: Chain Saw; Compaction Equipment (Hand Operated or Remote Control); Concrete Drilling; Concrete Mixer Operator; Concrete Sawer; Concrete Vibrator; Ditch & Other Work more than 8' Below starting level of manual work; Formsetter; Joint Sawyer, Mortar; Pipe Fuser/Technician; Pneumatic Tools, Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote Control Demo Machine & Related Accessories (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas, Electric, Thermal or Similar Device

GROUP 3: Brick or Block Paving Setter; Caisson Work; Cofferdam Work

GROUP 4: Cement Gun Operator (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle Operator (Gunite, Sandblasting, Cement); Pipe Rehab (Including Cleaning, Relining, Camera).

GROUP 5: Bottom person (Sewer, Water, or Gas Trench more than 8 ft below starting level of manual work); Asbestos & Hazardous Waste Tech; Tunnel Laborer; Tunnel Miner; Tunnel

Miner Tender; Underground Laborer; & Underpinning

GROUP 6: Pipelayer, Tunnel Miner Under Pressure

PAIN0061-004 06/01/2008 CHISAGO, DAKOTA, RAMSEY & WASHINGTON Cos Painters: Brush \$ 30.99 13.90 Sandblaster; Spray; Swing Stage; Boatswain Chair; Window Jack; Safety Belt; Erected Structural Steel; Bridges; & Application of Epoxy Materials and Materials Containing Over 50% Creosote \$ 31.74 13.90

PAIN0106-007 05/01/2008 ST. LOUIS CO

PAINTERS:	Rate Fringe	Rate Fringe
NEW: Brush & Roller	\$ 27.41 12.52	Spray, Steel, and Bridge \$ 28.01 12.52
REPAINT: Brush & Roller	\$ 25.91 12.52	Spray, Steel, and Bridge \$ 26.51 12.52

PAIN0386-007 06/01/2008 ANOKA, HENNEPIN, SCOTT, SHERBURNE (south & east of a line drawn between the town of Santiago in Sherburne Co and the town of Clearwater in Wright Co) & WRIGHT Cos Painters: Brush & Roller \$ 30.65 13.99 Spray; Steel; Sandblaster; Swing Stage & Epoxy \$ 31.40 13.99

PAIN0880-001 05/01/2002

Sign Painter \$ 21.12 2.07+a+b FOOTNOTES: a) 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Day After Thanksgiving; the last working Day Before Christmas; & Christmas Day b) Vacation Pay: 3 yrs service - 2 wks pd vac; 6 yrs service - 3 wks pd vac; 15 yrs service - 4 wks pd vac

PAIN0884-004 06/01/2008 BENTON, SHERBURNE (western one-half, north & west of a line drawn between the city of Santiago in Sherburne Co & the city of Clearwater in Wright Co) & STEARNS Cos Painters: Brush & Roller \$ 24.16 11.71 PROJECTS UNDER \$8,000: Receive 80% of basic hourly rate. PAINTER'S PREMIUM - \$0.75 per hour additional for the following: Spray; Two Component Paints; Epoxies; Sandblasting & Rigging; Work done on Swing Scaffolding, Safety Harness, Window Jacks, Boatswain's Chair, Coverings & Erection of Scaffolding for same; Work on Erected Structural Steel & Abrasive Blasting

PLAS0633-003 05/01/2008 ANOKA, CHISAGO, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COS Cement Mason/Concrete Finisher \$ 31.05 14.30

PLAS0633-019 05/01/2008 ST. LOUIS CO (south of T. #55 north) Cement Mason/Concrete Finisher \$ 30.20 13.38

PLAS0633-023 05/01/2008 ST. LOUIS CO (north of White Face River) Cement Mason/Concrete Finisher \$ 25.40 12.45

TEAM0160-001 05/01/2008

Truck Drivers

AREA 1:	AREA 2: Rate Fringe	AREA 3:	AREA 4:
GRP 1 \$ 25.15 11.80	GRP 1 \$ 24.75 11.80	GRP 1 \$ 22.95 11.80	GRP 1 \$ 19.32 11.40
GRP 2 \$ 24.60 11.80	GRP 2 \$ 24.20 11.80	GRP 2 \$ 22.40 11.80	GRP 2 \$ 18.81 11.40
GRP 3 \$ 24.50 11.80	GRP 3 \$ 24.10 11.80	GRP 3 \$ 22.30 11.80	GRP 3 \$ 18.66 11.40
GRP 4 \$ 24.25 11.80	GRP 4 \$ 23.85 11.80	GRP 4 \$ 22.10 11.80	GRP 4 \$ 18.66 11.40

AREA 1: ANOKA, CHISAGO (south of T. 34-N), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COS

AREA 2: ST. LOUIS CO

AREA 3: WINONA CO

AREA 4: BENTON, CHISAGO (north of T. 34-N) AND STEARNS CO

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Boom; Mechanic; Off-Road, including Articulated Dump Truck; Tractor Trailer; Winch Truck

GROUP 2 - Tri Axles (Including Four Axles)

GROUP 3 - Bituminous Distributor; Bituminous Distributor (One man operation); Tandem Axles & Single Axles

GROUP 4 - Bituminous Distributor Spray Operator (Rear and Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water);

Tractor Operator (Wheel type used for any purpose)

THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE AXLE RATE WAGE GROUP: "A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry; Tank (Gas, Oil, Road Oil & Water)

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

PRE-2004 CG 2010

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

* * * * *

NOTICE OF CANCELLATIONS ENDORSEMENT

All Coverage Parts Included in this policy are subject to the following condition:
If we cancel this policy, for any reason other than nonpayment

IL-7002 (10-90)

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

SCHEDULE

<u>Person or Organization (Name and Address)</u>	<u>Advance Notice (Days)</u>
City of Duluth 211 City Hall Duluth, MN 55802	30

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

PUBLIC SECTOR

CITY OF DULUTH

&

(Name of Contractor)

INDEX	
AGREEMENT	1
ARTICLE I - PURPOSE	2
ARTICLE II - SCOPE OF THE AGREEMENT	2
ARTICLE III - UNION RECOGNITION AND REPRESENTATION	4
ARTICLE IV - LABOR HARMONY CLAUSE	5
ARTICLE V - WORK STOPPAGES AND LOCKOUTS	6
ARTICLE VI - DISPUTES AND GRIEVANCES	6
ARTICLE VII - JURISDICTIONAL DISPUTES	6
ARTICLE VIII - NO DISCRIMINATION	7
ARTICLE IX - SAVINGS AND SEPARABILITY	7
ARTICLE X - DURATION OF THE AGREEMENT	7
SCHEDULE "A"	10

AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement"), is entered into effective the _____ day of _____, 2009, by and between the various contractors engaged in the construction of facilities to be known as the (Project). The parties to this Agreement are the Building and Construction Trades Council, on behalf of its affiliated Local Unions (hereinafter "Union" or "Unions"), the City of Duluth (hereinafter "Owner") and Contractor (hereinafter "Construction Manager/General Manager," "Contractor," and "Contractors").

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. Therefore, the Union agrees that other Contractors may execute the Agreement for the purpose of covering that work. The Construction Manager/General Contractor shall monitor compliance with this Agreement by all Contractors who through their execution of this Agreement, together with their subcontractors, have become bound hereto.

The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

ARTICLE I - PURPOSE

The (Project), an undertaking of the Owner, is a public project which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the project unless maximum cooperation of all segments of the construction industry is obtained. This Agreement is to establish as the minimum standards on the Project the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

ARTICLE II - SCOPE OF THE AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement," shall apply and is limited to all construction work included in all Bid Categories for the (Project), under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on and after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of: _____

(Project)

Section 2. It is agreed that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A.

Section 5. The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A.

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement ("PLA contractor") may select to participate in the legally established industry health reimbursement arrangement ("HRA") plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractor's bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans are subject to confirmation by the Trustees of the HRA trust and plan. This may include an independent audit according to a policy as established by the Trustees. Contractors are required to

submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with the terms of the HRA. trust and plan.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements (or in lieu thereof, the aforementioned HRA plan and trust including any policies) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 6. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 8. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 9. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 10. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and per Minnesota state prevailing wage law delivery and pickup of the above-listed materials constitutes incorporation.

ARTICLE III - UNION RECOGNITION AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

ARTICLE IV - LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on that (Project) and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the (project). The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the

provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the city of Duluth may have, including without limitation the right to terminate the contract.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive, activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1, of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Construction Manager/General Contractor and the Building and Construction Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Construction Manager/General Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

ARTICLE VIII - NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee

or applicant for employment because of his or her membership or nonmembership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE IX - SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE X DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective the _____ day of _____, 2008, and shall continue in effect for the duration of the Project construction work described in Article II hereof Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor

agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF the parties have entered into this Agreement to be effective as of the day and year above written.

DULUTH BUILDING AND
CONSTRUCTION TRADES COUNCIL

CONTRACTOR

By _____

By _____

Its _____
(Printed Name/Title)

Its _____
(Printed Name/Title)

Date: _____

Date: _____

CITY OF DULUTH

By: _____
Mayor

Attest:

City Clerk

Date: _____

City Auditor

Date: _____

Assistant City Attorney

Date: _____

SCHEDULE "A"

- A1 Asbestos Workers Local 49
- A-2 Boilermakers Local 647
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361
- A-5 Cements Masons/Plasterers Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242
- A-8 Iron Workers Local 512
- A-9 Laborers Local 1091
- A-10 Millrights & Machinery Erectors Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346