

CITY OF DULUTH  
MINIMUM SPECIFICATIONS FOR DEMOLITION OF CONDEMNED BUILDINGS  
417 E 4<sup>th</sup> Street

**GENERAL**

The Contractor shall furnish all labor, material and equipment and shall perform all services and work required to wreck and remove the listed buildings in strict accordance with the specifications and with the City of Duluth ordinances pertaining to the moving or wrecking of buildings.

All work shall be performed by mechanics skilled in demolition of all types of structures and shall be subject to approval by the Duluth Construction Services & Inspections Division.

The Contractor will be required to comply with all applicable Federal, State or Local laws, regulations and ordinances and it is expressly understood and agreed that buildings indicated in this bid request may not be moved and re-erected upon some other site but are to be demolished upon and removed from the premises.

Notice shall be given to the Construction Services & Inspections Division prior to the start of demolition.

**BUILDING REMOVAL AND FILLING EXCAVATIONS**

In addition to wrecking and removing the building(s) the Contractor shall remove all exterior and interior foundation walls, columns, piers, footings, beams, floor slabs and other projections down to a minimum of 2 feet below the final grade elevation. Existing retaining wall on site shall not be removed. All building service piping, heating equipment and systems, other fixtures, furniture, partitions, steps, rubbish or other debris shall be removed from the premises. All combustible debris shall be removed from the premises. Concrete stairs and walks shall be removed from the premises and those areas graded, retaining wall to remain on site.

Excavations shall be filled completely to grade with clean granular fill to create a usable lot. Fill shall be free of foreign materials (rubbish, debris, etc.), frozen clumps, aggregate larger than 3 inches, rock, concrete or bituminous chunks or other unsuitable materials that may prevent thorough compaction or increase the risk of settlement. The city Building Official shall have final say on what material is suitable. The site shall be contoured to match adjacent existing grades on all four sides both above and below the retaining wall. The retaining wall shall remain in place to ensure separate spaces. Grading shall be completed to ensure that water drains towards the city storm system and does not drain toward existing adjacent structures. Erosion Control Permit and drainage/grading plan required to be submitted and approved prior to any work commencing.

**UTILITY SERVICE**

Any sewer, water and gas services cut off shall be the responsibility of the demolition contractor/subcontractor in accordance with the regulations of the city of Duluth. The Contractor shall be responsible for contacting City Engineering directly prior to bidding to confirm the available information concerning water, sewer and gas cut offs and including all costs in their bid. No additional payments will be made for unknown conditions regarding water, gas and sanitary sewer cut offs. Strict adherence to the City of Duluth Engineering Guidelines and the City Standard Specifications for cutting off and/or plugging of water, gas and sewer services shall be required. See attached Appendix A for known site specific utility cut off requirements. Any old unused water wells within the property shall be abandoned in accordance with Department of Health regulations. Telephone and electric service shall be terminated under the supervision of the utility company owning the service.

Before commencing any demolition work, contractor shall verify that all utility services have been shut off. Contractor shall disconnect all water and sewer services at the main unless City Engineering has issued specific written permission to shut water off at the curb. All sanitary sewer laterals shall be abandoned at the main unless written permission is granted from the Chief Engineer of Utilities. Contractor shall coordinate gas service disconnection with City Engineering and provide excavation for City crews to cut and cap live gas lines. The Contractor shall coordinate phone, cable and electrical service disconnection with the company owning the utility. Engineering approval of utility cut offs shall be submitted with invoices.

- Gas: Contractor to expose the connection of the service and main, city will cut off in contractor excavation.
- Water: Water to be cut-off at the shut-off box. Contractor will expose the service at the shut-off location, and city will disconnect and cap.
- Sewer: Sewer will need to be disconnected/capped at the main. Contact City of Duluth Engineering to confirm sewer main location.

### **PERMITS**

The contractor is responsible for obtaining all required permits, including but not limited to wrecking, obstruction, and excavation permits as applicable.

### **DISPOSAL OF SOLID WASTE**

All disposal waste materials must be disposed of at a site approved by the MPCA and WLSSD.

### **REMOVAL AND SALVAGE OF EXISTING BUILDINGS**

1. At the time the Contractor moves onto the demolition site to begin demolition, he shall have a right of salvage to all materials that exist because of the demolition of the structure under the Contract, subject to all the provisions of the contract and the following:
  - a. Contractor shall notify the Construction Services & Inspections Division if he finds on the site:
    - i. Personal property which is obviously of considerably more value than salvage value.
    - ii. Personal property which he knows or has reason to believe belongs to a third party.
    - iii. Motor vehicles.
  - b. Only such property may be salvaged by the Contractor as is owned by the owner and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the landowner a written statement respecting its ownership.
  - c. Personal property of the third persons or occupants of buildings on the site shall not become the property of the Contractor.
  - d. Any salvage workers authorized by the Contractor to be on the property shall be considered as subcontractors for indemnification purposes.
2. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in substantially whole condition, but all such buildings shall be demolished on the premises.

### **TREES, SHRUBBERY, SOD**

No trees on the property shall be removed without permission. Care shall be exercised that all trees, shrubbery and sod on adjoining property will not be damaged. See Appendix A for site specific instructions for trees.

## **LICENSES AND PERMITS**

All expense and cost of permits arising from or in conjuncture with the performance or the provision of these specifications shall be borne by the contractor. The contractor shall obtain an erosion control permit prior to any site disturbance. The Contractor shall possess or obtain all required permits and licenses and pay the prescribed fees prior to commencing work.

## **SAFETY AND CLEANUP**

The structure shall be demolished upon the site. All combustibles and scrap material shall be removed by the Contractor.

Under no circumstances shall dust and debris be allowed to blow or scatter from the area as a result of the demolition operation. If necessary, the Contractor will be required to maintain a source of water to dampen and water down the structure as the demolition operation proceeds.

Contractor shall maintain erosion control measures in accordance with the erosion control permit and shall stabilize the site upon completion using sod, seed and mulch, or other method approved by the city of Duluth.

Damage to sidewalks, curb and gutter, street paving and utility structures shall be avoided on or adjoining the site. Any damage caused by the operations shall be repaired at the expense of the Contractor.

## **INSURANCE**

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limit provided when a claim arises out of release or threatened release of a hazardous substance; shall be with a company approved by the City of Duluth; 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 Public liability, \*Excess/Umbrella Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractor Protective policy, naming itself and the City of Duluth.

Contractor shall also provide evidence of Statutory Minnesota Workman's compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits or coverage are adequate to protect the Contractor's interests and liabilities. If a Certificate of Insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of policy or coverage's evidence by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverage ineffective as against the City.

\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.

## **RIGHT OF THE CITY TO DO THE WORK**

If the successful bidder should neglect to prosecute the work properly or fail to perform any provision of the contract, the city, after three days' written notice to the successful bidder, may without prejudice to any other remedy the city may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the successful bidder.

**INVOICING**

Invoices shall be itemized by address, include a description of tasks completed and dates of completion, itemization with hourly rate X hours, invoice total and the vendor name. Lump sum invoices and % of contract invoices are not acceptable. All work must be observed and approved by City prior to payment.

**HAZARDOUS MATERIALS and WASTE**

Required abatement of asbestos and regulated materials and waste shall be completed by a licensed hazardous remediation contractor and be included in costs of this contract. Hazardous Material Inspection Report has been completed and should be referenced when determining abatement scope of work. As per the Hazardous Material Inspection Report, all asbestos containing materials must be properly remediated prior to demolition by a licensed asbestos removal contractor as well as the proper disposal of certain waste throughout the property.

**MPCA NOTIFICATION OF INTENT TO PERFORM DEMOLITION**

Contractor must properly complete this form and any/all other documents required by City, State, and federal regulations and forward as required. Copies of all forms shall also be forwarded to the City of Duluth Construction Services & Inspections Division office and Bret Crecelius in the Planning & Development Division.

**GOPHER STATE ONE-CALL**

Contractor **SHALL** call 800-262-1166 and comply with all Gopher State One-Call requirements.

**SAM.GOV REGISTRATION**

This project is funded in whole or in part by federal HUD Community Block Development Grant funds. Supplementary provisions apply. The awarded bidder must have an active SAM.gov registration with no exclusions.



1301 N 3<sup>rd</sup> St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

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May 31, 2022

TPT #22A0199

Mr. Brett Crecelius  
City of Duluth  
Planning & Economic Development  
411 West First Street  
Duluth, Minnesota 55802

**Re: Asbestos and Regulated Waste Assessment  
417 East 4<sup>th</sup> Street  
Duluth, Minnesota**

Dear Mr. Crecelius,

The following is a final report outlining the asbestos and regulated waste inspection conducted at the subject site for demolition purposes. This report contains the following information:

- Introduction
- Results
- Recommendations

## **INTRODUCTION**

Twin Ports Testing II, Inc. (TPT) was contracted by Mr. Brett Crecelius, City of Duluth, to conduct an Asbestos and Regulated Waste Inspection prior to demolition of the home and business located at 417 East 4<sup>th</sup> Street in Duluth, Minnesota. On May 12, 2022, Mr. Gary Christner and Ms. Amber Anderson, both Minnesota Department of Health (MDH) Certified Asbestos Inspectors were on-site to collect material samples that potentially contain asbestos. Copies of the inspectors' MDH hard cards are included in Appendix A.

## **RESULTS**

### *Asbestos*

TPT collected thirty-four samples that were potentially asbestos containing materials (ACM). These building materials included: caulk, roof layer, rubber membrane, adhesive, glaze, wall coating, ceiling board, plaster, sheetrock, wallboard, floor tile, adhesive, tar felt, flooring, plaster (skim coat), tan fibrous layer, adhesive puck, carpet and ceiling tile. TPT staff collected bulk samples from the suspect building components in accordance with the Minnesota Department of Health (MDH) regulations pertaining to asbestos inspections.

The table on the following page lists the areas that were sampled for asbestos (bold and shading indicates positive results), sample ID, location, and percent (%) asbestos (if applicable). Laboratory analytical results are included in Appendix B.

**Table 1 – Sampled Material**

Object or Item	Sample ID	Location	% Asbestos
Caulk	1	2 <sup>nd</sup> floor at top of stairs around window (white)	None Detected
Roof layer	2	Exterior home (white/black/green)	None Detected
Rubber membrane	3	Exterior shed roof layer (black)	None Detected
Adhesive		Exterior shed roof layer (tan)	None Detected
Glaze	4a,b	Exterior around basement and 1 <sup>st</sup> floor home windows (white)	None Detected
Glaze	5	Exterior around 2 <sup>nd</sup> floor home windows (gray/red)	None Detected
Coating	6	Home basement on concrete wall (gray)	None Detected
Ceiling board	7	Home in basement (brown/white)	None Detected
Wall plaster	8	Home basement stairway (gray)	None Detected
Wall sheetrock	9	Home 1 <sup>st</sup> floor, front entry (brown/white)	None Detected
Wallboard	10	Home 1 <sup>st</sup> floor walls (brown/white)	None Detected
Wall plaster	11	Home 1 <sup>st</sup> floor, back entry (gray)	None Detected
Wall plaster	12	Home 1 <sup>st</sup> floor walls (gray)	None Detected
<b>Floor tile (12"x 12")</b>	<b>13</b>	<b>Home 1<sup>st</sup> floor, alley entryway (gray)</b>	<b>3% Chrysotile</b>
Adhesive		Home 1 <sup>st</sup> floor, alley entryway under tile (brown)	None Detected
Tar felt		Home 1 <sup>st</sup> floor, alley entryway under tile (black)	None Detected
<b>Flooring</b>	<b>14</b>	<b>Home 1<sup>st</sup> floor, front entryway (red)</b>	<b>3% Chrysotile</b>
Adhesive		Home 1 <sup>st</sup> floor, front entryway under flooring (clear)	None Detected
Ceiling plaster	15	Home 1 <sup>st</sup> floor pantry ceiling (gray)	None Detected
<b>Flooring</b>	<b>16</b>	<b>Home 1<sup>st</sup> floor, middle room (gray)</b>	<b>2% Chrysotile</b>
Adhesive		Home 1 <sup>st</sup> floor, middle room under flooring (brown)	None Detected
Tar felt		Home 1 <sup>st</sup> floor, middle room under flooring (black)	None Detected
Wall layers (plaster)	17	Home 2 <sup>nd</sup> floor bedroom (gray)	None Detected
Wall layers (sheetrock)		Home 2 <sup>nd</sup> floor bedroom (brown/white)	None Detected
Ceiling layers (plaster)	18a	Home 2 <sup>nd</sup> floor back bedroom (gray)	None Detected

**Table 1 – Sampled Material**

<b>Object or Item</b>	<b>Sample ID</b>	<b>Location</b>	<b>% Asbestos</b>
Ceiling layers (sheetrock)	18a	Home 2 <sup>nd</sup> floor back bedroom (brown/white)	None Detected
Ceiling layers (plaster)	18b	Home 2 <sup>nd</sup> floor middle bedroom (gray)	None Detected
Ceiling layers (sheetrock)		Home 2 <sup>nd</sup> floor middle bedroom (brown/black)	None Detected
Ceiling layers (plaster)	18c	Home 2 <sup>nd</sup> floor hallway (gray)	None Detected
Ceiling layers (sheetrock)		Home 2 <sup>nd</sup> floor hallway (brown/white)	None Detected
Ceiling layers (skim coat)		Home 2 <sup>nd</sup> floor hallway (tan)	None Detected
Caulk (brown)	19	Exterior around business front picture window (brown)	None Detected
Caulk (white)		Exterior around business front picture window (white)	None Detected
Rubber membrane	20	Exterior business roof (black)	None Detected
Adhesive		Exterior business roof (tan)	None Detected
Tar felt		Exterior business roof (black)	None Detected
<b>Adhesive puck</b>	<b>21</b>	<b>Exterior by back of business on ceramic tiles (black)</b>	<b>8% Chrysotile</b>
Carpet	22	Interior of business on floor (brown/gray/tan)	None Detected
Adhesive		Interior of business under carpet (tan)	None Detected
Sheetrock wall	23	Inside business interior walls (brown/white)	None Detected
Plaster walls	24a	Inside business exterior walls (gray)	None Detected
Wallboard		Inside business exterior walls (brown/white)	None Detected
Wallboard	24b	Inside business exterior walls (brown/white)	None Detected
Plaster walls	24c	Inside business exterior walls (gray)	None Detected
Wallboard		Inside business exterior walls (brown/white)	None Detected
Ceiling tile (2'x 4'), fissured	25	Inside business (brown/white)	None Detected
Ceiling tile (2'x 4'), pin-holed & fissured	26	Inside business (gray/white)	None Detected

**Table 1 – Sampled Material**

Object or Item	Sample ID	Location	% Asbestos
Ceiling plaster	27a,b,c	Inside business above tiles (gray)	None Detected

By the MDH and MPCA rules and regulations, asbestos containing materials are materials that contain greater than 1% asbestos. Four of the materials tested are considered to be Asbestos Containing Materials (ACMs).

**Table 2 – Asbestos Containing Materials Summary**

Sample #	Sample Type	Location / Description	Friability	Approximate Amount
13	Floor tile (12"x 12")	Home 1 <sup>st</sup> floor, alley entryway, (gray)	Non-Friable	~130 square feet
14	Flooring	Home 1 <sup>st</sup> floor, front entryway, (red)	Friable	~150 square feet
15	Flooring	Home 1 <sup>st</sup> floor, middle room, (gray)	Friable	~195 square feet
21	Adhesive puck	Exterior by back of business on ceramic tiles (black)	Friable	~50 square feet

### *Regulated Wastes*

TPT identified the following items that must be removed and properly disposed of before demolition. The following list is merely a guideline for removal; items may have been missed and quantities may not be exact. Any additional regulated waste that is discovered should be removed prior to demolition.

#### **Home Basement**

- 1 Bag of lights
- 1 12oz fill & seal
- 1 12oz great stuff caulk
- 3 Speakers
- 3 Record players
- 1 8-Track player
- 1 AC unit
- 1 Freezer
- 3 Bikes
- 2 Fans
- 1 Box of oils
- 1 Motor part
- 3 Space heaters
- 7 Ballast
- 8 Fluorescent bulbs
- 1 Table saw
- 1 Rack full of speakers
- 2 Electrical boxes
- 1 Furnace
- 1 Stove
- 2 Pints of can heat
- 1 Dryer
- 2 Gas cans
- 1 Lamp
- 1 Can of paint stripper
- 1 B9 toilet bowl cleaner
- 1 32oz Murphy's oil soap
- 1 Quart of enamel paint
- 3 Quarts of oil
- 1 12oz furniture soap
- 1 12oz leather vinyl
- 1 Sander
- 2 Band saws
- 1 Box of syringes
- Lots of household waste

### Home 1st Floor

- 1 12oz Rust oleum
- 13 Fire extinguishers
- 1 Gallon of 409 cleaner
- 1 Small jack
- 1 Heater
- 2 Record players
- 1 Box of batteries
- 1 Quart of oil
- 6 Speakers
- 1 4.5oz spray mount
- 2 Cans of WD-40
- 1 Dust sprayer
- 5 Lamps
- 2 Ballasts
- 4 Fluorescent bulbs
- 1 lb. metal protector
- 1 Mercury thermostat
- 1 Bottle furniture polish
- Lots of household waste

### Home 2<sup>nd</sup> Floor

- 4 Ballasts
- 10 Fluorescent bulbs
- 4 Fans
- 6 Record players
- 1 Microphone
- 5 Electric heater
- 1 46oz Glo-coat
- 1 Box of radios
- 1 8oz gun oil
- 1 Television
- 2 Lamps
- 1 32oz Acetone
- 2 Butane gas cans
- 1 Blender
- 1 Microwave
- 1 Mercury thermometer
- 1 Drill
- 3 Irons

- 1 Fluorescent lamp
- 1 Coffee maker
- 1 Cabinet full of liquids
- 1 32oz glass cleaner
- 1 48oz aerosol can
- 1 ½ Gallon of citrus cleaner
- Lots of household waste

### Shed

- 2 Weed whackers
- 1 Stove
- 1 Neon sign
- 1 Tube of Caulk

### Exterior

- 7 Gas cans
- 1 Bucket of oil
- 3 Tires
- 1 5 gallon bucket of unknown liquid
- Lots of general waste

### Business

- 3 Fire extinguishers
- 17 Ballasts
- 34 Fluorescent bulbs
- 1 Water heater
- 1 32oz Murphy's soap
- 1 16oz Comet
- 1 Quart cleaner & polish
- 1 Box fan
- 2 Heaters
- 1 Crock pot
- 11 Speakers
- 3 Radios
- 1 Record player
- 1 CD player
- 2 Neon signs
- 2 Lamps
- 1 Hair dryer
- 1 Exit sign
- 1 Smoke detector

## **RECOMMENDATIONS**

TPT recommends the abatement of the asbestos containing material prior to demolition. This material includes:

- Gray 12"x 12" floor tile located in the alley entryway on the 1<sup>st</sup> floor;
- Red flooring located in the front entry on the 1<sup>st</sup> floor;
- Gray flooring located in the middle room on the 1<sup>st</sup> floor; and
- Black adhesive pucks located on ceramic tiles in the exterior back of business.


The abatement must be completed by a State of Minnesota licensed asbestos abatement contractor. If additional materials are discovered that may be asbestos containing during demolition, the materials must be tested or assumed to be asbestos containing and treated as such.

TPT recommends proper removal and disposal of the regulated wastes prior to demolition.

This inspection was conducted according to federal, state and local regulations. If you have any questions regarding this report, please feel free to contact me at (715) 392-7114 (office). Thank you for the opportunity to conduct this work.

Sincerely,

**Twin Ports Testing II, Inc.**



Gary Christner  
Industrial Hygiene Technician  
Inspector #AI3694

Date 5/31/22

Attachments: Appendix A: Inspector Certifications  
Appendix B: Asbestos Laboratory Analytical Results

## **Appendix A**

### **Inspector Certifications**



**m** ASBESTOS  
DEPARTMENT OF HEALTH INSPECTOR

Certified by:

State of Minnesota  
Department of Health

**Expires: 01/21/2023**

Gary J Christner  
2337 Pershing Street  
Duluth, MN 55811

*[Signature]*

Director, Env. Health Div.

No. AI3694

Issued: 02/23/2022



**m** ASBESTOS  
DEPARTMENT INSPECTOR  
OF HEALTH

Certified by:  
State of Minnesota  
Department of Health  
**Expires: 08/04/2022**

Amber J Anderson  
11 3rd Street  
Proctor, MN 55810

Director, Env. Health Div.

No. A14922

Issued: 11/09/2021

## **Appendix B**

### **Asbestos Laboratory Analytical Results**



# EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / [minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)

EMSL Order: 352204402

Customer ID: TWNT42

Customer PO:

Project ID:

Attention: Tracy Jacobs

Twin Ports Testing II, Inc.

1301 North Third Street

Superior, WI 54880

Phone: (218) 390-0162

Fax:

Received Date: 05/13/2022 10:00 AM

Analysis Date: 05/20/2022

Collected Date:

Project: 22A0199 MN 417 E, 4th St.

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 352204402-0001	Caulk, 2nd Fl. Around window @ top of stairs, white	White Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
2 352204402-0002	Ext. Roof layer, house white/green/black	White/Black/Green Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
3-Rubber Membrane 352204402-0003	Ext roof layers, shed, black/tan	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3-Adhesive 352204402-0003A	Ext roof layers, shed, black/tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4a 352204402-0004	Ext win. Glaze, basement & 1st fl. Windows white/gray	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4b 352204402-0005	Ext win. Glaze, basement & 1st fl. Windows white/gray	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 352204402-0006	Ext. win glaze, 2nd Fl. Windows, gray/white	Gray/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 352204402-0007	Wall coating, basement concrete wall, black/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 352204402-0008	Ceiling board, basement ceiling, white/brown/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
8 352204402-0009	Wall plaster basement stairway, gray/white/brown	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 352204402-0010 <i>This is a composite result of sheetrock and jt. compound</i>	Sheetrock wall 1st Fl. Front entry, white/brown	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
10 352204402-0011	Wall board, 1st fl., white/brown	Brown/White Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
11 352204402-0012	Wall plaster, back entry, gray/white	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12 352204402-0013	Wall plaster, 1st fl. Wall, orange/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Floor Tile 352204402-0014	12x12 Fl. Tile 1st Fl alley entryway, gray/white/black	Gray Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
13-Adhesive 352204402-0014A	12x12 Fl. Tile 1st Fl alley entryway, gray/white/black	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/20/2022 15:30:29



# EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / [minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)

EMSL Order: 352204402

Customer ID: TWNT42

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13-Tar Felt 352204402-0014B	12x12 Fl. Tile 1st Fl. alley entryway, gray/white/black	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
14-Flooring 352204402-0015	linoleum, 1st fl. Front entry, maroon/black	Red Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
14-Adhesive 352204402-0015A	linoleum, 1st fl. Front entry, maroon/black	Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15 352204402-0016	Plaster ceiling, 1st Fl. pantry, white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-Flooring 352204402-0017	Linoleum & tar paper 1st Fl. middle room, gray/black	Gray Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
16-Adhesive 352204402-0017A	Linoleum & tar paper 1st Fl. middle room, gray/black	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-Tar Felt 352204402-0017B	Linoleum & tar paper 1st Fl. middle room, gray/black	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
17-Plaster 352204402-0018	Wall layers, 2nd Fl. Bedroom, white/brown, pink/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17-Sheetrock 352204402-0018A	Wall layers, 2nd Fl. Bedroom, white/brown, pink/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18a-Plaster 352204402-0019	Ceiling layers, back bedroom, white/brown/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18a-Sheetrock 352204402-0019A	Ceiling layers, back bedroom, white/brown/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18b-Plaster 352204402-0020	Ceiling layers, mid. Bedroom, white/brown/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18b-Sheetrock 352204402-0020A	Ceiling layers, mid. Bedroom, white/brown/gray	Brown/Black Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18c-Plaster 352204402-0021	Ceiling layers, 2nd Fl. Hallway white/brown/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18c-Sheetrock 352204402-0021A <i>This is a composite result of sheetrock and jt. compound</i>	Ceiling layers, 2nd Fl. Hallway white/brown/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18c-Skim Coat 352204402-0021B	Ceiling layers, 2nd Fl. Hallway white/brown/gray	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19-Brown Caulk 352204402-0022	Ext. Window caulk, store front win, brown/white	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19-White Caulk 352204402-0022A	Ext. Window caulk, store front win, brown/white	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/20/2022 15:30:29

**EMSL Analytical, Inc.**

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / [minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)**EMSL Order:** 352204402**Customer ID:** TWNT42**Customer PO:****Project ID:****Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
20-Rubber Membrane 352204402-0023	Ext store roof layers, black/gray/tan	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
20-Adhesive 352204402-0023A	Ext store roof layers, black/gray/tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
20-Tan Fibrous Layer 352204402-0023B	Ext store roof layers, black/gray/tan	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
20-Tar Felt 352204402-0023C	Ext store roof layers, black/gray/tan	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
21 352204402-0024	Adhesive puck, Ext. on ceramic tiles, black	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
22-Carpet 352204402-0025	Carpet adhesive, store front under carpet tan	Brown/Gray/Tan Fibrous Heterogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
22-Adhesive 352204402-0025A	Carpet adhesive, store front under carpet tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
23 352204402-0026	Wall sheetrock, store interior walls, white/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
24a-Plaster 352204402-0027	Wallboard & plasters walls, store ext. walls, brown/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24a-Wallboard 352204402-0027A	Wallboard & plasters walls, store ext. walls, brown/white/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
24b 352204402-0028 Wallboard Only	Wallboard & plasters walls, store ext. walls, brown/white/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
24c-Plaster 352204402-0029	Wallboard & plasters walls, store ext. walls, brown/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24c-Wallboard 352204402-0029A	Wallboard & plasters walls, store ext. walls, brown/white/gray	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
25 352204402-0030	2'x4' ceiling tile, fissured store area, white/brown	Brown/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
26 352204402-0031	2'x4' ceiling tile, pinhole & fissured, white/gray/tan	Gray/White Fibrous Heterogeneous	70% Cellulose 10% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
27a 352204402-0032	Ceiling plaster, store ceiling, tan/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
27b 352204402-0033	Ceiling plaster, store ceiling, tan/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
27c 352204402-0034	Ceiling plaster, store ceiling, tan/white/gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/20/2022 15:30:29



## EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / [minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)

EMSL Order: 352204402

Customer ID: TWNT42

Customer PO:

Project ID:

Analyst(s)

Nicholas Asuncion (52)

Rachel Travis, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 05/20/2022 15:30:29



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

## Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

352204402

14375 23rd Avenue North

Minneapolis, MN 55447

PHONE: (763) 449-4922

FAX: (763) 449-4924

Company Name : Twin Ports Testing II		EMSL Customer ID:	
Street: 1301 North 3rd Street		City: Superior	State/Province: WI
Zip/Postal Code: 54880	Country: US	Telephone #: (218) 390-0162	Fax #: 7153927163
Report To (Name): Tracy Jacobs		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: tracy.jacobs@twinportstesting.com		Purchase Order:	
Project Name/Number: 22A0199		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: MN 417 E. 4th St.		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments**			
Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM (BC only) Other: <input type="checkbox"/>			
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Gary Christner		Samplers Signature: Gary Christner	
Sample #	Sample Description	Volume/Area (Air) HA #/(Bulk)	Date/Time Sampled
1	Caulk, 2nd fl. around window @ top stairs, white		
2	Ext Roof layer, house, white/green/black		
3	Ext roof layer, shed, black/tan		
4, 6	Ext win. glaze basement 1st fl. windows, white/grey TTP		
5	Ext. win. glaze, 2nd fl. windows, gray/white		
Client Sample # (s): 1 - 27-C		Total # of Samples: 34	
Relinquished (Client): Gary Christner		Date: 5-12-22	Time: 1300
Received (Lab): [Signature]		Date: 8/13/22	Time: 10AM
Comments/Special Instructions: TTP = Please test until positive. FE: 7903 9517 4693			



# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

4402

Minneapolis, MN 55447  
PHONE: (763) 449-4922  
FAX: (763) 449-4924

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
6	Wall ceiling basement concrete wall, black/gray		
7	Ceilingboard basement ceiling, white/brown/gray		
8	Wall plaster basement stairway, gray/white/brown		
9	Sheetrock wall 1st fl. front entry, white/brown		
10	Wallboard 1st fl., white/brown		
11	Wall plaster, back entry, gray/white		
12	Wall plaster, 1st fl. wall, orange/white/gray		
13	12X12 Fl. tile 1st fl. ally entryway, gray/white/black		
14	Linoform 1st fl. front entry, maroon/black		
15	Plaster ceiling 1st fl. entry, white/gray		
16	Linoform & tar paper 1st fl. middle room, gray/black		
17	Wall layers, 2nd fl. bedroom, white/brown/pink/gray		
18a	Ceiling layers, back bedroom, white/brown/gray		
18b	" " mid. bedroom, white/brown/gray	TTP	
18c	Ceiling layers, 2nd fl. hallway, white/brown/gray		
19	Ext. Window caulk, store front win., brown/white		
20	Ext. store roof, black/gray/tan		
21	Adhesive pick, Ext. on ceramic tiles, black		
22	Carpet adhesive, store front under carpet, tan		
23	Wall sheetrock, store interior walls, white/gray		
24a, b, c	Wallboard & plaster walls, store ext. walls, brown/white/gray	TTP	
25	2'x4' ceiling tile fissured store area, white/brown		
26	2'x4' ceiling tile, pinholes & fissured, white/gray/tan		
*Comments/Special Instructions: Store			

EMSL Analytical, Inc.  
14375 23rd Avenue North



## Asbestos Chain of Custody

**EMSL Order Number (Lab Use Only):**

4402

**Minneapolis, MN 55447**  
**PHONE: (763) 449-4922**  
**FAX: (763) 449-4924**

*Additional Pages of the Chain of Custody are only necessary if needed for additional sample information*

[illegible]

**\*Comments/Special Instructions:**



## GENERAL BID SPECIFICATIONS

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

**A. 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.

**(1) MINIMUM WAGES**

- (i) 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)(ii) and the Davis-Bacon poster (WH1321)) 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) Additional Classifications.**

- (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;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

(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), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being 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; and
- (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).
- (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 3729 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 U.S. 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, fringe benefits 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) in 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(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 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 the individual 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.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(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 B(1) of this paragraph, in the sum of **\$27** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(1) through (4) of this paragraph.

#### **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable 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 or her 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 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

City of Duluth  
Supplementary Provisions – State & Federal Funding

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor if the Contractor is not in compliance with 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 4, 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; layoff 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. Contract Work Hours and Safety Standards Act.

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall ensure that no laborer or mechanic involved in the Work is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In addition, state or local funding sources may impose more strict requirements or higher rates for wages, benefits, and overtime rates. Contractors must review the labor cost bidding data form included with the bid package and compensate workers accordingly.

11. 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).

12. 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. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. 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.

#### 14. 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 EPAs - designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### 15. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.



#### 16. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.



**Purchasing Division**  
Finance Department  
Room 120  
411 West First Street  
Duluth, Minnesota 55802

 218-730-5340  
 purchasing@duluthmn.gov

## LABOR COST BIDDING DATA

Solicitation No.: 22-99540  
Project Title: Demolition 417 E. 4<sup>th</sup> St Duluth, MN

Funding sources for City of Duluth projects determine what wages and work hours are required. The project identified above includes the funding sources checked below.

- ☒ Federal funds
- ☐ State funds
- ☐ City funds
- ☐ Other:

Per the Duluth City Code, prevailing wages must be paid on projects over \$2,000. The prevailing wage decisions included in this project are listed below. If multiple wage decisions cover the work, bidders are required to pay the higher wage:

1. State Commercial effective 12.27.2021
2. State Highway & Heavy Region 1 effective 11.15.2021
3. Federal Building MN20220129 effective 06.17.2022
4. Federal Heavy MN20220040 effective 06.10.2022
5. State Truck Rental Rates region 1 effective 05.01.2022

This project will include a project labor agreement (PLA) if over \$150,000. Please note that union scale wages are not always higher than the prevailing wages required.

Overtime rate to be paid at no less than 1 ½ times the rate of pay, plus fringe, as established in the project's wage decision OR 1 ½ times the base rate the employee is being paid, plus fringe; whichever is higher. Overtime must be paid on:

- ☐ hours worked in excess of 8 hours per day (even if less than 40 hours worked in a week) and hours worked in excess of 40 hours per week
- ☐ hours worked in excess of 40 hours per week
- ☒ hours worked in excess of 8 hours per day and 40 hours per week, unless the bidder has an existing union labor agreement allowing different hours as prescribed in section 2-26 of the City Code.

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: Commercial**

**County Number: 69**

County Name: ST. LOUIS

Effective: 2021-12-27

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 should be reported to:

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

\* Indicates that adjacent county rates were used for the labor class listed.

**County: ST. LOUIS (69)**

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2021-12-27	25.75	18.70	44.45
104	FLAG PERSON	2021-12-27	28.72	20.94	49.66
105	WATCH PERSON	2021-12-27	26.37	20.94	47.31
106	BLASTER	2021-12-27	27.22	19.29	46.51

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
107	PIPELAYER (WATER, SEWER AND GAS)	2021-12-27	37.63	22.02	59.65
		2022-05-01	39.03	22.67	61.70
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVIEW@STATE.MN.US">DLI.PREVIEW@STATE.MN.US</a>			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2021-12-27	35.63	22.02	57.65
		2022-05-01	37.03	22.67	59.70
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.	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2021-12-27	28.72	20.94	49.66
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2021-12-27	41.73	22.85	64.58
202	BOOM TRUCK	2021-12-27	41.73	22.85	64.58
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	2021-12-27	24.00	16.96	40.96

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
204 OFF-ROAD TRUCK	2021-12-27	33.65	19.95	53.60
205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2021-12-27	26.91	19.87	46.78
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2</b>	2021-12-27	39.74	21.55	61.29
306 GRADER OR MOTOR PATROL				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>	2021-12-27	40.34	22.55	62.89
	2022-05-02	41.59	23.45	65.04
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316 LOCOMOTIVE CRANE OPERATOR				
320 TANDEM SCRAPER				
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>	2021-12-27	40.04	22.55	62.59
	2022-05-02	41.29	23.45	64.74
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
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				
331 CHIP HARVESTER AND TREE CUTTER				
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
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			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
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			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
<b>GROUP 5</b>	2021-12-27	35.85	21.55	57.40
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
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)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 6</b>	2021-12-27	35.79	22.55	58.34
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER			
389	DREDGE DECK HAND			
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)			
393	LEVER PERSON			
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			

#### COMMERCIAL POWER EQUIPMENT OPERATOR

<b>GROUP 1</b>	2021-12-27	45.24	22.85	68.09
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)			
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 2</b>	2021-12-27	44.90	22.85	67.75
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)			
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 3</b>	2021-12-27	43.49	22.85	66.34
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)			
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)			
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)			
511	STATIONARY TOWER CRANE UP TO 200 FEET			
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)			
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 4</b>	2021-12-27	43.15	22.85	66.00
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)			
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)			
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)			
519	OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
520				
TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 5</b>	2021-12-27	41.73	22.85	64.58
521				
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522				
CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523				
CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524				
DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525				
FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526				
FRONT END, SKID STEER 1 C YD AND OVER				
527				
HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528				
MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529				
POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530				
PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531				
SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532				
STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533				
TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534				
WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 6</b>	2021-12-27	40.22	22.85	63.07
535				
CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536				
FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537				
FRONT END, SKID STEER UP TO 1 C YD				
538				
GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539				
TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
<b>GROUP 7</b>	2021-12-27	39.10	22.85	61.95
541				
AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542				
BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543				
CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544				
FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546				
PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547				
PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 8</b>	2021-12-27	37.09	22.85	59.94

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1 *</b>		2021-12-27	33.65	19.95	53.60
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>		2021-12-27	29.70	16.60	46.30
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>		2021-12-27	33.00	19.95	52.95
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4 *</b>		2021-12-27	25.10	10.85	35.95
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.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2021-12-27	45.06	20.70	65.76
		2022-06-05	47.31	20.70	68.01
702	BOILERMAKERS	2021-12-27	40.94	29.28	70.22
		2022-01-01	42.64	29.28	71.92
703	BRICKLAYERS	2021-12-27	36.35	30.54	66.89

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
704	CARPENTERS	2021-12-27	32.20	23.58	55.78
		2022-05-02	34.25	23.58	57.83
705	CARPET LAYERS (LINOLEUM)	2021-12-27	36.12	21.57	57.69
706	CEMENT MASONS	2021-12-27	35.76	20.88	56.64
		2022-05-01	37.71	20.88	58.59
707	ELECTRICIANS	2021-12-27	41.37	28.84	70.21
708	ELEVATOR CONSTRUCTORS	2021-12-27	53.28	41.79	95.07
		2022-01-01	55.10	43.00	98.10
709	GLAZIERS	2021-12-27	33.16	23.18	56.34
		2022-05-02	35.16	23.18	58.34
710*	LATHERS	2021-12-27	31.44	18.43	49.87
712	IRONWORKERS	2021-12-27	35.09	31.80	66.89
714	MILLWRIGHT	2021-12-27	36.10	23.10	59.20
		2022-01-01	36.10	24.21	60.31
		2022-05-02	38.25	24.21	62.46
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2021-12-27	33.64	22.34	55.98
		2022-05-01	35.69	22.34	58.03
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2021-12-27	40.00	26.04	66.04
		2022-05-02	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2021-12-27	41.40	23.95	65.35
		2022-05-01	43.55	23.95	67.50
718	PLASTERERS	2021-12-27	36.24	21.13	57.37
719	PLUMBERS	2021-12-27	41.40	23.95	65.35

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-05-02	43.55	23.95	67.50
720	ROOFER	2021-12-27	33.22	15.59	48.81
		2022-05-01	35.17	15.59	50.76
721	SHEET METAL WORKERS	2021-12-27	35.07	27.92	62.99
722*	SPRINKLER FITTERS	2021-12-27	39.18	23.22	62.40
723	TERRAZZO WORKERS	2021-12-27	41.96	22.50	64.46
724	TILE SETTERS	2021-12-27	31.28	26.24	57.52
725	TILE FINISHERS	2021-12-27	21.72	21.21	42.93
726	DRYWALL TAPER	2021-12-27	33.64	22.44	56.08
		2022-05-01	35.69	22.44	58.13
727	WIRING SYSTEM TECHNICIAN	2021-12-27	42.46	19.41	61.87
		2022-07-01	43.52	19.41	62.93
728	WIRING SYSTEMS INSTALLER	2021-12-27	29.75	16.08	45.83
		2022-07-01	30.49	16.08	46.57
729	ASBESTOS ABATEMENT WORKER	2021-12-27	33.98	20.75	54.73
		2022-01-01	35.13	21.55	56.68
730	SIGN ERECTOR	2021-12-27	30.67	17.65	48.32
		2022-06-01	32.17	17.65	49.82

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: 2021-11-01    Revised: 2021-11-15

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2021-11-01	34.13	22.02	56.15
		2022-05-01	35.53	22.67	58.20
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2021-11-01	34.13	22.02	56.15
		2022-05-01	35.53	22.67	58.20

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2021-11-01	25.75	18.70	44.45
		2022-05-01	26.89	19.31	46.20
104	FLAG PERSON	2021-11-01	34.13	22.02	56.15
		2022-05-01	35.53	22.67	58.20
105	WATCH PERSON	2021-11-01	30.58	21.77	52.35
106	BLASTER	2021-11-01	32.62	22.43	55.05
107	PIPELAYER (WATER, SEWER AND GAS)	2021-11-01	37.63	22.02	59.65
		2022-05-01	39.03	22.67	61.70
108	TUNNEL MINER	2021-11-01	35.63	22.02	57.65
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2021-11-01	35.63	22.02	57.65
		2022-05-01	37.03	22.67	59.70
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.	2021-11-01	34.13	22.02	56.15
		2022-05-01	35.53	22.67	58.20
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2021-11-01	34.13	22.02	56.15
		2022-05-01	35.53	22.67	58.20
112		2021-11-01	25.50	13.30	38.80

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	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.				
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
202	BOOM TRUCK	2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
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	2021-11-01	24.00	16.96	40.96
204	OFF-ROAD TRUCK	2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2021-11-01	35.18	20.50	55.68
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 2</b>		2021-11-01	40.89	22.55	63.44
		2022-05-02	42.14	23.45	65.59
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)			
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)			
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
306	GRADER OR MOTOR PATROL			
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)			
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
<b>GROUP 3</b>	2021-11-01	40.34	22.55	62.89
	2022-05-02	41.59	23.45	65.04
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
316	LOCOMOTIVE CRANE OPERATOR			
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE			
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)			
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)			
320	TANDEM SCRAPER			
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)			
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)			
<b>GROUP 4</b>	2021-11-01	40.04	22.55	62.59
	2022-05-02	41.29	23.45	64.74
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			
331	CHIP HARVESTER AND TREE CUTTER			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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, PLANNING, FINE GRADE, OR TRIMMER MACHINE		
351		MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)		
352		PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE		
353		PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)		
354		PIPELINE WRAPPING, CLEANING OR BENDING MACHINE		
355		POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)		
356		POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES		
357		PUGMILL		
358		PUMPCRETE (HIGHWAY AND HEAVY ONLY)		
359		RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)		
360		SCRAPER		
361		SELF-PROPELLED SOIL STABILIZER		
362		SLIP FORM (POWER DRIVEN) (PAVING)		
363		TIE TAMPER AND BALLAST MACHINE		
364		TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)		
365		TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)		
366		TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)		
367		TUB GRINDER, MORBARK, OR SIMILAR TYPE		
368		WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)		

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 5</b>		2021-11-01	37.00	22.55	59.55
		2022-05-02	38.25	23.45	61.70
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
<b>GROUP 6</b>		2021-11-01	35.79	22.55	58.34
		2022-05-02	37.04	23.45	60.49
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				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1</b>		2021-11-01	34.10	21.00	55.10
		2022-05-01	34.85	21.75	56.60

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>		2021-11-01	22.85	6.91	29.76
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>		2021-11-01	33.45	21.00	54.45
		2022-05-01	34.20	21.75	55.95
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2021-11-01	32.25	21.00	53.25
		2022-05-01	33.00	21.75	54.75
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.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2021-11-01	45.56	20.20	65.76
702	BOILERMAKERS	2021-11-01	40.94	29.28	70.22
		2022-01-01	42.64	29.28	71.92
703	BRICKLAYERS	2021-11-01	38.44	28.45	66.89
704	CARPENTERS	2021-11-01	37.07	25.46	62.53
		2022-05-03	39.22	25.46	64.68
705	CARPET LAYERS (LINOLEUM)	2021-11-01	32.13	12.85	44.98
706	CEMENT MASONS	2021-11-01	38.55	21.38	59.93

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-05-01	40.60	21.38	61.98
707	ELECTRICIANS	2021-11-01	40.55	28.79	69.34
		2022-05-29	41.99	29.43	71.42
711	GROUND PERSON	2021-11-01	33.40	16.30	49.70
712	IRONWORKERS	2021-11-01	35.09	31.80	66.89
713	LINEMAN	2021-11-01	47.71	20.31	68.02
714	MILLWRIGHT	2021-11-01	39.14	23.67	62.81
		2022-05-02	41.29	23.67	64.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2021-11-01	31.39	19.99	51.38
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2021-11-01	40.00	26.04	66.04
		2022-05-02	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2021-11-01	44.00	22.90	66.90
719	PLUMBERS	2021-11-01	41.02	22.03	63.05
721	SHEET METAL WORKERS	2021-11-01	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVGAGE@STATE.MN.US">DLI.PREVGAGE@STATE.MN.US</a>			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVGAGE@STATE.MN.US">DLI.PREVGAGE@STATE.MN.US</a>			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVGAGE@STATE.MN.US">DLI.PREVGAGE@STATE.MN.US</a>			
727	WIRING SYSTEM TECHNICIAN	2021-11-01	41.42	18.16	59.58
728	WIRING SYSTEMS INSTALLER	2021-11-01	29.75	16.08	45.83

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-07-01	30.49	16.08	46.57
729	ASBESTOS ABATEMENT WORKER	2021-11-01	33.98	20.75	54.73
		2022-01-01	35.13	21.55	56.68
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLLPREVWAGE@STATE.MN.US">DLLPREVWAGE@STATE.MN.US</a></u>			

"General Decision Number: MN20220129 06/17/2022

Superseded General Decision Number: MN20210129

State: Minnesota

Construction Type: Building

County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 05/27/2022  
3 06/17/2022

## ASBE0034-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.25	35.90

## BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

## BRMN0001-010 05/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 34.99	24.64

## BRMN0001-019 05/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 25.13	5.54
TILE SETTER.....	\$ 25.89	24.34

## CARP0361-008 06/01/2021

	Rates	Fringes
CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....	\$ 32.20	23.47
SOFT FLOOR LAYER.....	\$ 36.12	21.46

## ELEC0242-002 05/31/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 41.37	28.81

## ENGI0049-019 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 40.93	21.70
Crane.....	\$ 42.35	21.70
Drill.....	\$ 40.93	21.70
Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70

## IRON0512-025 05/03/2021

	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 35.09	31.80

## LAB01091-025 05/01/2020

	Rates	Fringes
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## LABORER

Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 34.73	16.40
Common or General.....	\$ 30.17	16.17
Mason Tender - Brick/Cement/Concrete.....	\$ 27.99	15.32
Pipelayer.....	\$ 35.68	16.92

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PAIN0106-007 05/02/2022

	Rates	Fringes
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GLAZIER.....	\$ 34.14	23.36
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PAIN0106-009 05/03/2021

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 33.04	22.34
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PAIN0386-010 05/01/2014

	Rates	Fringes
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PAINTER (Spray).....	\$ 25.08	13.99
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PLAS0633-008 05/01/2021

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 35.76	20.88
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PLAS0633-011 05/01/2021

	Rates	Fringes
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PLASTERER.....	\$ 36.24	21.13
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\* PLUM0011-007 05/02/2022

	Rates	Fringes
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PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC Unit Installation).....	\$ 45.32	24.78
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 45.32	24.78

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ROOF0096-019 07/01/2020

	Rates	Fringes
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ROOFER.....	\$ 35.10	18.42
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SHEE0010-034 04/03/2021

	Rates	Fringes
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SHEET METAL WORKER (Includes  
HVAC Duct and Unit

Installation).....\$ 36.87 29.01

\* UAVG-MN-0024 01/01/2019

Rates Fringes

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 36.89 20.30

\* UAVG-MN-0025 01/01/2019

Rates Fringes

PAINTER (Brush and Roller).....\$ 29.50 17.64

SUMN2015-064 06/22/2018

Rates Fringes

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 32.03 14.80

TRUCK DRIVER: Dump Truck.....\$ 23.43 12.33

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: MN20220040 06/10/2022

Superseded General Decision Number: MN20210040

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	05/27/2022

3

06/10/2022

BOIL0647-004 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44
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CARP0361-020 05/01/2019		

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08
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CARP0361-021 05/01/2019		

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08
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CARP0606-010 05/01/2019		

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08
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ELEC0242-012 05/31/2021		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 41.37	28.81
-----		
* ELEC0294-006 05/29/2022		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 41.89	29.54
-----		
ENGI0049-064 05/01/2022		

	Rates	Fringes
OPERATOR: Power Equipment Group 2.....	\$ 42.14	23.45

Group 3.....	\$ 41.59	23.45
Group 4.....	\$ 41.29	23.45
Group 5.....	\$ 38.25	23.45
Group 6.....	\$ 37.04	23.45

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

## UNDERGROUND WORK:

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

## HAZARDOUS WASTE PROJECTS (PPE Required):

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

-----  
IRON0512-028 05/03/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 35.09	31.80

-----  
LAB01091-006 05/01/2019

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 34.28	17.77
(2) Mason Tender		
Cement/Concrete.....	\$ 34.48	17.77
(6) Pipe Layer.....	\$ 36.78	17.77

-----  
LAB01091-007 05/01/2019

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
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## LABORER

Common or General (Natural  
Gas Pipeline only).....\$ 34.28 17.77

-----  
LAB01097-002 05/01/2018

## NORTHERN ST. LOUIS COUNTY

Rates Fringes

## LABORER

Common or General (Natural  
Gas Pipeline only).....\$ 32.09 18.01

-----  
LAB01097-005 05/01/2018

## ST LOUIS (North of T. 55 N)

Rates Fringes

## LABORERS

(1) Common or General.....\$ 32.09 18.01  
(2) Mason Tender  
Cement/Concrete.....\$ 32.29 18.01  
(6) Pipe Layer.....\$ 34.59 18.01

-----  
PLAS0633-036 05/01/2021

## ST. LOUIS COUNTY (North of T 55N)

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 34.83 19.25

-----  
PLAS0633-039 05/01/2021

## ST. LOUIS COUNTY (South of T 55N)

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.55 21.38

-----  
TEAM0160-018 05/01/2022

Rates Fringes

## TRUCK DRIVER (DUMP)

(1) Articulated Dump Truck..\$ 35.25 21.45  
(2) 3 Axles/4 Axles; 5  
Axles receive \$0.30  
additional per hour.....\$ 34.70 21.45  
(3) Tandem Axles; & Single  
Axles.....\$ 34.60 21.45

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\* SUMN2009-072 09/28/2009

Rates Fringes

LABORER: Landscape.....\$ 12.88 \*\* 4.61

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

\*\*\*\*\*

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

COVID-19 resources here. | DLI offices are closed to walk-in customers.

## PREVAILING WAGE: REGION 1 MINIMUM TRUCK RENTAL RATES

The operating costs were determined by survey on a statewide basis. The operating cost for “four or more axle units, straight-body trucks” is determined to be \$51.50 an hour. The operating cost for “three-axle units” is determined to be \$37.35 an hour. The operating cost for “tractor only” is determined to be \$54.96 an hour. The operating cost for “tractor trailers” is determined to be \$66.42 an hour.

Based on surveys reported to the department, the average broker fee paid in 2018 for a tractor was \$10.27 an hour and for a four or more axle unit, straight-body truck was \$6.81 an hour. The Department of Labor and Industry did not receive sufficient surveys for a three-axle unit or trailer and therefore, no broker fees were reported.


Adding the prevailing wage for drivers of these four types of trucks from each of the state’s 10 highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified as follows:

### Region 1 minimum hourly truck rental rates

Effective date	Tractor trailer	Four or more axle	Three axle	Tractor only
Dec. 27, 2021	\$121.52	\$81.26	\$91.80	\$110.06
Increase May 1, 2022	\$123.02	--	\$93.30	\$111.56

[BACK TO LIST OF REGIONS ►](#)

[MAIN TRUCK RENTAL RATES PAGE ►](#)

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

It is the policy of the Contractor to afford equal opportunity for employment to all individuals. Except when based on a bona fide occupational qualification, Contractor shall not refuse to hire or to maintain a system of employment which unreasonably excludes a person seeking employment; discharge an employee; or discriminate against a person with respect to hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, or age.

Unless exempted by law and regulation, Contractor shall make available and file those reports related to equal opportunity as may be required by the City of Duluth, State and/or Federal compliance agencies. Requirements and Reports are defined in Minnesota Statute 363A.08 and 41 CFR 60.

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Unless exempted by regulation and law, Contractors with 50 or more employees and current contracts with the City of Duluth valued in excess of \$50,000 shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.

Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

For construction projects, it shall be the goal of the Contractor that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. In addition, it shall be the goal of the Contractor in all on- site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

Contractor agrees to require all subcontractors receiving over \$2,500, regardless of tier and unless exempted by law and regulation, to execute an Equal Employment Opportunity and Affirmative Action Compliance Statement similar in nature to this Statement and Certification and to maintain these statements on file with the Contractor or subcontractor as may be appropriate.

**ATTACHMENT A  
PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**PROJECT NUMBER:** \_\_\_\_\_

**This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- |     |   |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>  |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li><li>(vii) has been convicted of a violation of section 609.52, subd 2 (19).</li></ul> |

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

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

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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

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

**Subd. 5a. Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

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

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**CERTIFICATION**

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

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

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

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

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**PROJECT NUMBER:** \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

<b>FIRST TIER SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**PROJECT NUMBER:** \_\_\_\_\_

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

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

\*Attach additional sheets as needed for submission of all additional subcontractors.

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

## **AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

Affidavit of Non-Collusion:

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

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

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

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

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

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

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

Bidder's Federal Identification Number \_\_\_\_\_