



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

## **REQUEST FOR QUOTE**

### **22-99650 BUILDING DEMOLITION 2228 ENSIGN ST.**

To All Interested Bidders:

The City of Duluth is requesting quotes for demolition of a structure located at 2228 Ensign St., Duluth, MN 55811. Due to the estimated dollar value of this procurement, formal sealed bids are not required.

**Not less than the minimum salaries and prevailing wages as set forth in the attached documents must be paid on this project. The awarded contractor will be required to provide proof of insurance meeting the city's requirements prior to commencement of work. If the cost of the project is over \$25K, the contractor will be required to sign the city standard construction contract and a declaration of non-collusion, affirmative action/EEO, and submit performance and payment bonds. In addition, if the cost exceeds \$50K, a Responsible Contractor Form must be submitted WITH the quote. All of these documents can be reviewed on the city purchasing website at <https://www.duluthmn.gov/purchasing/forms/>.**

A copy of the demolition specifications and site-specific requirements, applicable prevailing wage decision, City of Duluth General Bid Specifications, City of Duluth General Conditions, EEO/Non-Collusion forms, and the HazMat Report for the site are attached.

A copy of the state license for the abatement contractor and attachment A-1 First-Tier Subcontractors List must be submitted with your quote.

Please contact Brett Crecelius at 218-730-5301 with any site-specific questions. General questions on the RFQ process should be sent to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

Please submit your quote via email **no later than 2:00 PM local time Tuesday September 20, 2022**, with your total lump sum price to furnish all labor, material, abatement and equipment to perform all services and work required to wreck and remove the listed building in strict accordance with the specifications and with the City of Duluth ordinances pertaining to the moving or wrecking of buildings. Email your quote to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) , reference **"RFQ 22-99650 – Demolition of 2228 Ensign St."** in the subject line.

The City reserves the right to waive any informalities or irregularities, to split the award, or reject any or all quotes.

CITY OF DULUTH  
MINIMUM SPECIFICATIONS FOR DEMOLITION OF CONDEMNED BUILDINGS  
2228 Ensign 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 completely remove all exterior and interior foundation walls, columns, piers, footings, beams, floor slabs and other projections. 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.

Excavations shall be filled completely to grade with native or imported clean fill materials. 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 top 3 inches of the excavation shall be filled with suitable topsoil. The site shall be contoured to match adjacent existing grades on all four sides. Grading shall be completed to ensure that water drains towards the city storm system and does not drain toward existing adjacent structures. Following backfill, all areas shall be seeded and mulched.

**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 by the sidewalk, 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. Form found at <https://www.pca.state.mn.us/search?query=intent+to+demolition>

### **GOPHER STATE ONE-CALL**

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

August 24, 2022

TPT #22A0257

Mr. Brett Crecelius  
City of Duluth  
Planning & Economic Development  
Duluth, MN 55802

**Re: Asbestos and Regulated Waste Assessment  
2228 Ensign 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 Planning & Economic Development, to conduct an Asbestos and Regulated Waste Inspection prior to demolition of the structures located at 2228 Ensign Street in Duluth, Minnesota. On July 28, 2022, Ms. Tracy Jacobs, a Minnesota Department of Health (MDH) Certified Asbestos Inspector, was on-site to collect material samples that potentially contain asbestos. Ms. Katy Jahr assisted with the inspection. A copy of the inspectors' MDH hard cards are included in Appendix A.

## **RESULTS**

### *Asbestos*

TPT collected forty-five samples that were potentially asbestos containing materials (ACM). These building materials included: transite, sheetrock, adhesive, paper, tar paper, caulk, glaze, shingles, flooring, backing, tar felt, mastic, sink undercoating, linoleum, ceramic tile, grout, plaster and texture. 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
<b>Transite</b>	<b>1</b>	<b>Garage Transite (thick) gray</b>	<b>10% Chrysotile</b>
<b>Transite</b>	<b>2</b>	<b>Garage (thin) gray</b>	<b>10% Chrysotile</b>
Sheetrock	<b>3a</b>	Garage Wall (tan/white)	None Detected
Adhesive		Garage Wall (brown)	None Detected
<b>Paper</b>		<b>Garage Wall (beige)</b>	<b>40% Chrysotile</b>
Sheetrock	<b>3b</b>	Garage Wall (tan/white)	None Detected
Adhesive		Garage Wall (brown)	None Detected
Sheetrock	<b>3c</b>	Garage Wall (tan/white)	None Detected
Adhesive		Garage Wall (brown)	None Detected
<b>Chimney Paper</b>	<b>4</b>	<b>Garage (beige)</b>	<b>40% Chrysotile</b>
Tar Paper	5	Garage (black)	None Detected
Caulk	6	Exterior Garage near large door (white)	None Detected
Window Glaze	7	Exterior Garage Windows (tan/white)	None Detected
Shingles	8	Garage Roof (red/black)	None Detected
Shingles	9	House Roof (gray/red/black)	None Detected
<b>Window Glaze</b>	<b>10</b>	<b>Basement Exterior Window Glaze (tan/white)</b>	<b>3% Chrysotile</b>
<b>Window Glaze</b>	<b>11</b>	<b>Exterior Side Window Glaze (tan/white)</b>	<b>3% Chrysotile</b>
<b>Window Glaze</b>	<b>12</b>	<b>Exterior Side Storm Window Glaze (tan/white)</b>	<b>3% Chrysotile</b>
Window Glaze	13	Exterior Front Window Glaze (tan/white)	None Detected
<b>Window Glaze</b>	<b>14</b>	<b>Exterior Front Storm Window Glaze (tan/white)</b>	<b>3% Chrysotile</b>
Tar Paper	15	Exterior House (under siding) black	None Detected
Paper	16	Basement – paper around box (gray/tan)	None Detected
Flooring	<b>17</b>	Stairs to Basement (tan)	None Detected
Backing		Stairs to Basement (black)	None Detected
Flooring	<b>18</b>	Stair Landing/Side Entrance (red)	None Detected
Backing		Stair Landing/Side Entrance (tan/green)	None Detected
Mastic		Stair Landing/Side Entrance (tan)	None Detected
Tar Felt		Stair Landing/Side Entrance (black)	None Detected
<b>Flooring</b>	<b>19</b>	<b>Kitchen (tan/white)</b>	<b>25% Chrysotile</b>
Mastic		Kitchen (yellow)	None Detected
Flooring		Kitchen (tan)	None Detected
Backing		Kitchen (black)	None Detected
Mastic		Kitchen (tan)	None Detected
Sink Undercoating	20	Kitchen (beige)	None Detected
Linoleum	<b>21</b>	Front Entry (red)	None Detected
Backing		Front Entry (tan/green)	None Detected
Mastic		Front Entry (brown)	None Detected
Tar Felt		Front Entry (black)	None Detected
Ceramic Tile	<b>22</b>	Main Floor Bathroom (white/yellow)	None Detected
Grout		Main Floor Bathroom (white)	None Detected
Adhesive		Main Floor Bathroom (tan)	None Detected
<b>Duct Paper</b>	<b>23</b>	<b>Main Floor Bathroom Duct (white)</b>	<b>65% Chrysotile</b>
Flooring	24	Main Floor Bathroom Floor (tan/black)	None Detected



Mastic		Main Floor Bathroom Floor (tan)	None Detected
Ceramic Tile	25	2 <sup>nd</sup> Floor Shower Tile (tan/white)	None Detected
Grout		2 <sup>nd</sup> Floor Shower Grout (white)	None Detected
Adhesive		2 <sup>nd</sup> Floor Shower (tan)	None Detected
<b>Linoleum</b>	<b>26</b>	<b>2<sup>nd</sup> Floor Bathroom Flooring (gray/tan/white)</b>	<b>25% Chrysotile</b>
Mastic		2 <sup>nd</sup> Floor Bathroom Mastic (tan)	None Detected
Sheetrock	27a	Basement Wall (tan/white)	None Detected
Sheetrock	27b	Dining Room Wall (tan/white)	None Detected
Plaster		Dining Room Wall (tan)	None Detected
Sheetrock	27c	Hallway Wall (tan/white)	None Detected
Plaster		Hallway Wall (tan)	None Detected
Plaster	27d	Front Bedroom Ceiling (tan)	None Detected
Texture		Front Bedroom Ceiling (white)	None Detected
Plaster	27e	Back Bedroom Ceiling (tan)	None Detected
Texture		Back Bedroom Ceiling (white)	None Detected
Sheetrock	27f	Upstairs Bedroom Ceiling (tan/white)	None Detected
Texture		Upstairs Bedroom Ceiling (white)	None Detected
Sheetrock	27g	Upstairs Bedroom Ceiling (tan/white)	None Detected
Texture		Upstairs Bedroom Ceiling (white)	None Detected

By the MDH and MPCA rules and regulations, asbestos containing materials are materials that contain greater than 1% asbestos. Eleven 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
1	Transite	Garage (thick) grey	Non-Friable	~64 square feet
2	Transite	Garage (thin) grey	Non-Friable	~32 square feet
3a	Paper	Garage Wall by chimney (beige)	Friable	~4 square feet
4	Chimney Paper	Garage (beige)	Friable	~4 square feet
10	Window Glaze	Basement Exterior Window Glaze (tan/white)	Non-Friable	3 windows
11	Window Glaze	Exterior Side Window Glaze (tan/white)	Non-Friable	7 windows
12		Exterior Side Storm Window Glaze (tan/white)	Non-Friable	
14	Window Glaze	Exterior Front Storm Window Glaze (tan/white)	Non-Friable	1 window
19	Flooring	Kitchen (tan/white)	Non-Friable	~120 square feet
23	Duct Wrap	Main Floor Bathroom Duct (white)	Friable	~10 linear feet

26	Flooring	Upstairs Bathroom Flooring (grey/tan/white)	Non-Friable	~96 square feet
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### *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.

#### **Basement**

- Refrigerator
- Bleach 1.5 gallon
- Spray & Wash
- Washer
- Dryer
- Water heater
- Kerosene
- Motor Oil
- Canning Supplies
- Boiler
- 32 fluorescent bulbs
- Battery charger
- 8 ballasts
- Router
- 2 Tires
- Chest Freezer
- Acetone
- Varnish
- Resin
- Hand Saw
- Paint Cans (6 gallons)
- Spray Can
- Oil 1 quart
- Solid Waste

- Paint Remover (1 gallon)
- Weed Killer (8 ounces)
- 4 Fluorescent Bulbs
- Solid Waste

#### **Main Floor**

- Fire Extinguisher
- Stove
- Coffee Maker
- Toaster
- Refrigerator
- Cleaning Supplies
- 13 ballasts
- 20 fluorescent bulbs
- Fish Tank
- Pencil Sharpener
- Radio/Cassette Player
- Portable Cassette Player
- Thermostat
- Printer/Scanner
- Space Heater
- Fan
- Iron
- Camp Stove
- Solid Waste

#### **Garage**

- 2 Lawnmowers
- 6 Gas Cans
- Thompsons Water Seal (1 gallon)
- Oil 1 quart
- Skill Saw
- Sander
- Chop Saw
- Weep Whip

#### **Upstairs**

- TV
- Space Heater
- Fan
- Fire Extinguisher
- Cleaning Supplies
- Clock Radio

## **RECOMMENDATIONS**

TPT recommends the abatement of the asbestos containing material prior to demolition. These materials include:

- The thick and thin transite boards in the Garage;
- Paper on the garage wall and chimney;
- Window glaze on the exterior windows;
- Tan/white flooring in the Kitchen;
- White duct wrap in the main floor bathroom; and
- Grey/tan/white flooring in the 2<sup>nd</sup> floor bathroom.

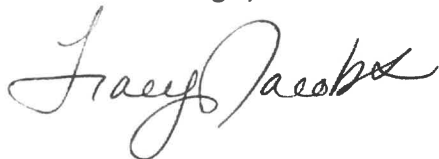
The abatement must be completed by a State of Minnesota licensed asbestos abatement contractor. If additional materials are discovered that may be asbestos containing during demolition, the materials must be tested or assumed to be asbestos containing and treated as such.

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.**

A handwritten signature in black ink, reading "Tracy Jacob", with a stylized flourish at the end.

Tracy Jacob, CHMM  
Industrial Hygiene Services Manager  
Inspector #AI7964

Date 8/24/22

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: 06/08/2023**

Tracy L Jacobs  
4748 Lavaque Bypass Rd  
Duluth, MN 55811

*SPH*  
Director, Env. Health Div.

No. A17964

Issued: 07/01/2022

## **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:** 352207002**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:** 07/29/2022 10:20 AM**Analysis Date:** 08/05/2022**Collected Date:** 07/28/2022**Project:** 22A0257/2228 Ensign 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 % Type
			% Fibrous	% Non-Fibrous	
1 352207002-0001	Garage-transite (thick)	Gray Fibrous Heterogeneous		90% Non-fibrous (Other)	10% Chrysotile
2 352207002-0002	Garage-transite (thin)	Gray Fibrous Heterogeneous		90% Non-fibrous (Other)	10% Chrysotile
3a-Sheetrock 352207002-0003	Garage-sheetrock wall	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
3a-Adhesive 352207002-0003A	Garage-sheetrock wall	Brown Non-Fibrous Heterogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
3a-Paper 352207002-0003B	Garage-sheetrock wall	Beige Fibrous Heterogeneous	40% Cellulose	20% Non-fibrous (Other)	40% Chrysotile
3b-Sheetrock 352207002-0004	Garage-sheetrock wall	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
3b-Adhesive 352207002-0004A	Garage-sheetrock wall	Brown Non-Fibrous Heterogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
3c-Sheetrock 352207002-0005	Garage-sheetrock wall	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
3c-Adhesive 352207002-0005A	Garage-sheetrock wall	Brown Non-Fibrous Heterogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
4 352207002-0006	Garage-chimney paper	Beige Fibrous Homogeneous	40% Cellulose	20% Non-fibrous (Other)	40% Chrysotile
5 352207002-0007	Garage-tar paper	Black Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
6 352207002-0008	Garage-caulk on outside of large door	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 352207002-0009	Garage-window glaze	Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
8 352207002-0010	Garage-roof shingles	Red/Black Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
9 352207002-0011	House-roof shingles	Gray/Red/Black Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
10 352207002-0012	Basement-Ext. window glaze	Tan/White Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile

Initial report from: 08/05/2022 15:07:56



# 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: 352207002

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 % Type
			% Fibrous	% Non-Fibrous	
11 352207002-0013	Side window glaze	Tan/White Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile
12 352207002-0014	Side storm window glaze	Tan/White Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile
13 352207002-0015	Front window glaze	Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
14 352207002-0016	Front storm window glaze	Tan/White Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile
15 352207002-0017	Tar paper under siding	Black Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
16 352207002-0018	Basement-paper around fan box	Gray/Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
17-Flooring 352207002-0019	Stairs to basement flooring	Tan Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
17-Backing 352207002-0019A	Stairs to basement flooring	Black Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
18-Flooring 352207002-0020	Stair landing/side entrance flooring	Red Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18-Backing 352207002-0020A	Stair landing/side entrance flooring	Tan/Green Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
18-Mastic 352207002-0020B	Stair landing/side entrance flooring	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
18-Tar Felt 352207002-0020C	Stair landing/side entrance flooring	Black Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
19-White Flooring 352207002-0021	Kitchen flooring	Tan/White Fibrous Heterogeneous		75% Non-fibrous (Other)	25% Chrysotile
19-Yellow Mastic 352207002-0021A	Kitchen flooring	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
19-Tan Flooring 352207002-0021B	Kitchen flooring	Tan Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
19-Backing 352207002-0021C	Kitchen flooring	Black Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
19-Tan Mastic 352207002-0021D	Kitchen flooring	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
20 352207002-0022	Sink undercoating-kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21-Flooring 352207002-0023	Front Entry Linoleum	Red Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected

Initial report from: 08/05/2022 15:07:56



**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>**EMSL Order:** 352207002**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 % Type
			% Fibrous	% Non-Fibrous	
21-Backing 352207002-0023A	Front Entry Linoleum	Tan/Green Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
21-Mastic 352207002-0023B	Front Entry Linoleum	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
21-Tar Felt 352207002-0023C	Front Entry Linoleum	Black Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
22-Ceramic Tile 352207002-0024	Main floor bathroom ceramic tile surround	White/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
22-Grout 352207002-0024A	Main floor bathroom ceramic tile surround	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
22-Adhesive 352207002-0024B	Main floor bathroom ceramic tile surround	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
23 352207002-0025	Duct paper (bathroom)	White Fibrous Homogeneous	10% Cellulose	25% Non-fibrous (Other)	65% Chrysotile
24-Flooring 352207002-0026	bathroom flooring-main floor	Tan/Black Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
24-Mastic 352207002-0026A	bathroom flooring-main floor	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
25-Ceramic Tile 352207002-0027	Upstairs shower tile	Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
25-Grout 352207002-0027A	Upstairs shower tile	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
25-Adhesive 352207002-0027B	Upstairs shower tile	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
26-Linoleum 352207002-0028	Upstairs bathroom flooring	Gray/Tan/White Fibrous Heterogeneous		75% Non-fibrous (Other)	25% Chrysotile
26-Mastic 352207002-0028A	Upstairs bathroom flooring	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27a 352207002-0029	Sheetrock wall-basement	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
27b-Sheetrock 352207002-0030	Sheetrock & plaster wall-dining rm	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
27b-Plaster 352207002-0030A	Sheetrock & plaster wall-dining rm	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27c-Sheetrock 352207002-0031	Sheetrock & plaster wall-hallway	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
27c-Plaster 352207002-0031A	Sheetrock & plaster wall-hallway	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/05/2022 15:07:56



# 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>

EMSL Order: 352207002

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
27d-Plaster 352207002-0032	Plaster ceiling & texture-front bedroom	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27d-Texture 352207002-0032A	Plaster ceiling & texture-front bedroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27e-Plaster 352207002-0033	Plaster & sheetrock ceiling-back bedroom	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27e-Texture 352207002-0033A	Plaster & sheetrock ceiling-back bedroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27f-Sheetrock 352207002-0034	Sheetrock ceiling & texture-upstairs bedroom	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
27f-Texture 352207002-0034A	Sheetrock ceiling & texture-upstairs bedroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
27g-Sheetrock 352207002-0035	Sheetrock ceiling & texture-upstairs bedroom	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
27g-Texture 352207002-0035A	Sheetrock ceiling & texture-upstairs bedroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Lynn Scott (62)

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: 08/05/2022 15:07:56



# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

7002

EMSL Analytical, Inc.  
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: 22A0257/2288 ENSIGN ST		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: MN		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) <b>Other:</b> <input type="checkbox"/>	
<input 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: Tracy Jacobs		Samplers Signature: Tracy Jacobs	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1	Garage - transite (thick)		7/28/22
2	Garage - transite (thin)		
3a	Garage - sheetrock wall		
3b	" " "		
3c	" " "		
Client Sample # (s): 279		Total # of Samples: 35	
Relinquished (Client): Tracy Jacobs		Date: 7/28/22	Time: 1:40
Received (Lab): [Signature]		Date: 7/29	Time: 10:20AM
Comments/Special Instructions: FE: 7963 9517 5690			





# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

7002

EMSL Analytical, Inc.  
14375 23rd Avenue North

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
4	Garage-chimney paper		7/28/22
5	" - tar paper		
6	" - caulk on outside of large door		
7	" - window glaze		
8	" - roof shingles		
9	House-roof shingles		
10	Basement-Ext. window glaze		
11	Side window glaze		
12	Side storm window glaze		
13	Front window glaze		
14	Front storm window glaze		
15	Tar paper under siding		
16	Basement-paper around fan box		
17	Stairs to basement flooring		
18	Stair landing/Side entrance flooring		
19	Kitchen flooring		
20	Sink undercoating-Kitchen		
21	Front Entry linoleum		
22	Main Floor bathroom ceramic tile surround		
23	Duct paper (bathroom)		
24	Bathroom flooring - main floor		
25	Upstairs shower tile		
26	Upstairs bathroom flooring		
*Comments/Special Instructions:			

Page 2 of 3 pages

7002

FAX: (763) 449-4922  
(763) 449-4924



## 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.

**CITY OF DULUTH  
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

TABLE OF CONTENTS

101.	DEFINITIONS .....	3
102.	COMMUNICATIONS .....	4
103.	SUPERINTENDENCE BY CONTRACTOR .....	4
104.	PERMITS.....	5
105.	SUBCONTRACTS .....	5
106.	OTHER CONTRACTS.....	5
107.	FITTING AND COORDINATION OF THE WORK .....	5
108.	RESPONSIBILITIES OF CONTRACTOR.....	5
109.	MUTUAL RESPONSIBILITY OF CONTRACTORS.....	6
110.	PROGRESS SCHEDULE .....	6
111.	PAYMENTS.....	6
112.	CHANGES IN THE WORK .....	7
113.	GENERAL GUARANTY .....	8
114.	BREACH OF CONTRACT .....	9
115.	TERMINATION .....	9
116.	LIQUIDATED DAMAGES. ....	10
117.	DISPUTES. ....	10
118.	FORCE MAJEURE .....	10
119.	TECHNICAL SPECIFICATIONS AND DRAWINGS .....	10
120.	ONE-CALL EXCAVATION NOTICE SYSTEM.....	10
121.	SHOP DRAWINGS .....	11
122.	REQUEST FOR SUPPLEMENTARY INFORMATION .....	11
123.	MATERIALS AND WORKMANSHIP .....	11
124.	SAMPLES, CERTIFICATES AND TESTS .....	12
125.	RESTRICTED ACCESS.....	13
126.	CARE OF WORK .....	13
127.	ACCIDENT PREVENTION AND SAFETY .....	13
128.	USE OF PREMISES .....	14
129.	INSPECTION .....	15
130.	REVIEW BY THE CITY .....	16
131.	PARTIAL USE OF IMPROVEMENTS.....	16
132.	FINAL INSPECTION.....	16

133.	CORRECTION FOR NON-CONFORMING WORK.....	16
134.	INDEMNITY FOR CONTRACTS OVER \$1 MILLION ESTIMATED CONSTRUCTION COSTS.....	16
135.	WARRANTY OF TITLE .....	16
136.	ENVIRONMENTAL CONDITIONS .....	17
137.	EQUAL EMPLOYMENT OPPORTUNITY .....	17



## 101. DEFINITIONS

Except as specifically provided herein, the following meanings shall be given to the terms defined below:

- a. Addenda (Addendum). A document listing any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective bidders prior to the bid submission deadline.
- b. Architect. The architect or engineer licensed to practice architecture or engineering and to serve the City with architectural or engineering services, or their authorized representative or successor.
- c. Change Order. A written order from the City to the Contractor, issued after execution of the Contract, which authorizes and directs a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- d. City. The City of Duluth, Minnesota, a municipal body, acting through the Project Manager or other person(s) duly authorized to act on behalf of the City of Duluth for the purpose of administering the Project.
- e. Contract. The agreement executed by the City, between the City and the Contractor, of which these GENERAL CONDITIONS form a part.
- f. Contractor. An entity, whether public or private, which furnishes to the City, products, services or supplies (other than standard commercial supplies, office space or printing services).
- g. Contract Documents. Includes the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions – Part I, Supplemental Conditions – Part II, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), and all requested submittals such as Certificate of Insurance, performance and payment bonds, EEO Affirmative Action Policy Statement & Compliance Certificate, Certificate of Non-Collusion, etc., whether the Contract Documents are paper, electronic or other medium.
- h. Contract Time. The period of time allotted in the Contract for completion of the Work.
- i. Date of Commencement of Work. The date established in a notice to proceed issued by the City to the Contractor.
- j. Date of Substantial Completion of the Work. The date certified by the City when construction is sufficiently complete, in accordance with the Contract, so the City may occupy the Work for the use for which it is intended.
- k. Day. The term as used herein shall mean calendar day.
- l. Drawings. The graphic and pictorial portions of the Contract Documents which show the design, location and dimensions of the Work.
- m. Field Order. A written interpretation necessary for the proper execution of the Work, in the form of drawings or other instructions issued to the Contractor by the City or the Architect.
- n. Project. The activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of the City and Contractor.
- o. Project Location. The area available to the Contractor for use in performing the Work, as defined on the plans.
- p. Project Manager. For purposes of these General Conditions, the term “project manager” shall mean the delegated representative of the City denominated in Section 102, Communications, who has the responsibility for administering the Project.
- q. Specifications. Written requirements of the Work which may include materials, equipment, systems, standards or workmanship for the Work.
- r. Subcontractor. An entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.
- s. Technical Specifications. That part of the Contract Documents which describes, outlines and

stipulates the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the Work to be performed under this Contract.

- t. Work. All labor necessary to produce the construction required by the Contract Documents, all materials and equipment incorporated or to be incorporated in such construction, products, services, or supplies required by the Contract Documents, or any other requirements set forth in the Contract.

## 102. COMMUNICATIONS

Unless otherwise expressly provided herein, all notices, demands, requests, instructions, approvals, and claims must be in writing addressed to the City of Duluth, to the attention of the Project Manager and Architect as follows:

CITY	Brett Crecelius City of Duluth 411 West First St., Duluth, MN 55802
ARCHITECT	N/A Company Name Address City, MN Zip

Unless otherwise expressly provided herein, any notice to or demand upon the contractor must be in writing addressed to the Contractor as follows:

CONTRACTOR	Contractor Company Name Address City, MN ZIP
------------	---

Notice provided to the parties shall be sufficiently given if delivered by nationally recognized commercial overnight delivery service or mailed by registered or certified mail, postage prepaid and return receipt requested, at the addresses set forth above or at such other address as such party may from time to time designate in a written notice to the other party.

Any such notice shall be deemed to have been given as of the time of actual delivery.

This section does not apply to decisions given pursuant to Section 121, Shop Drawings.

## 103. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual who provides personal superintendence to the Work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Architect, on the Work at all times during working hours with full authority to act on the Contractor's behalf. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the Work.
- b. The Contractor shall lay out its own Work and shall be responsible for all such Work executed under the Contract. Before starting Work, the Contractor shall locate all general reference points and take such steps as necessary to prevent their dislocation or destruction. If disturbed or destroyed, the Contractor shall replace as directed. The prime contractor shall lay out Work, and be responsible for its accuracy. The Contractor shall verify all figures and elevations before proceeding with the Work and will be held responsible for any error resulting from the failure to do so. All Work shall be coordinated with the City.

#### **104. PERMITS**

- a. Required permits shall be secured and paid for by the prime contractor.
- b. All Work and materials are to comply in every respect with the Building Code and all associated laws and ordinances, regulations, any applicable grant requirements, and the directions of the inspectors of buildings and other proper officials of the area in which the Work is to be constructed. Such laws, regulations, any applicable grant requirements, and directions are to be considered as part of this specification.

#### **105. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any Subcontractor, or permit any Subcontractor to perform any Work included in this contract unless and until the Contractor provides the City with a sufficient First Tier Subcontractors List and accompanying signed statement under oath from each Subcontractor confirming compliance with the Responsible Contractor Criteria under Minnesota law, Minn. Stat. §16C.285 or its successor, using substantially the form attached hereto.
- b. The City shall have the right to disapprove a proposed Subcontractor if, in its reasoned discretion, there is cause to disapprove such Subcontractor. For purposes of this provision, "cause" is a determination based upon an evaluation of the ability of the Subcontractor to perform the Subcontract in conformance with the plans and specifications, including but not limited to, the Subcontractor's past performance, capacity to perform the Work, or ability to meet the Responsible Contractor Criteria.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by the Contractor.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each Subcontractor with the applicable provisions of this Contract.
- e. Nothing contained in this Contract shall create any contractual relationship between the Subcontractor and the City.

#### **106. OTHER CONTRACTS**

The City may award, or may have awarded, other contracts for additional Work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own Work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of Work by any other Contractor as scheduled.

#### **107. FITTING AND COORDINATION OF THE WORK**

- a. The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract, and shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their Work to all surrounding Work.
- b. Each Subcontractor shall inspect the surfaces over which its Work will be installed prior to starting Work. Each Subcontractor shall present notice of unacceptable surfaces to the prime contractor, who shall correct same in a manner acceptable to the City. Subcontractor's start of Work denotes acceptance of surfaces and acceptance of responsibility for acceptable final results.

#### **108. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the contract documents and technical specifications, the prime contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power,

transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract, and to deliver all improvements embraced in this contract for site preparation complete in every respect within the specified time.

#### **109. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the City on account of damage alleged to have been so sustained, the City shall notify this Contractor, who shall defend at its own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### **110. PROGRESS SCHEDULE**

Immediately after execution of the Contract, the Contractor shall submit for approval a carefully prepared Progress Schedule, showing the proposed start and completion dates of each of the various sections of the Work, the anticipated monthly payments to become due the Contractor and the accumulated percent of progress each month. The Schedule shall not exceed the current time limits under the Contract Documents. The Schedule may be revised at appropriate intervals as required by the conditions of the Work and the Project.

#### **111. PAYMENTS**

##### **a. Partial Payments.**

- 1) At least once per month at regular intervals, the Contractor shall prepare a request for payment and submit it to the Project Manager for approval. Certified payrolls shall accompany all requests for payment. The amount of the payment due the Contractor shall be determined by adding to the total value of Work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, this sum to be retained until final payment and (2) the amount of all previous payments. The total value of the Work completed to date shall be based on the estimated quantities of Work completed and on the unit prices contained in the agreement. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the Contractor to expedite the Work of construction. The Contractor shall be responsible for the care and protection of all materials and Work upon which payments have been made until final acceptance of such Work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

##### **b. Final Payment.**

- 1) After final inspection and acceptance by the Architect and the City of all Work under the Contract, the Contractor shall prepare a request for final payment which shall be based upon the carefully measured and computed quantity of each item of Work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of the contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 117, Disputes.

- 2) The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any Work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
  - 3) The Contractor and all of its Subcontractors shall comply with Minnesota Statutes, § 290.92 or its successor. Pursuant to Minnesota Statutes, §290.97, the City will not issue final payment to the Contractor prior to receipt of an "Affidavit for Obtaining Final Settlement of Contractor with the State of Minnesota and Any of Its Political or Governmental Subdivisions" (Form IC-134) from the Contractor and from each of the Contractor's Subcontractors (if any). The Contractor and Subcontractors shall submit to the City original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the Contractor to ensure that all of the affidavits herein required are submitted to the owner.
- c. Withholding Payments. The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and, if it so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for Work performed or material furnished by them, including liquidated damages, if any. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
  - d. Payments Subject to Submission of Certificates. Each payment to the Contractor by the City shall be made subject to submissions by the Contractor of all written certifications required by the contract.

## **112. CHANGES IN THE WORK**

- a. The City may make changes in the scope of Work required to be performed by the Contractor under the Contract without invalidating the Contract, and without relieving the Contractor from any of its obligations under the Contract or any guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All changes in the Scope of Work, whether or not the change increases or decreases the total Contract Price, shall require a Change Order and such Work shall be executed under the terms of the original Contract unless expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless authorized in writing by a Change Order approved by the City. No claim for an adjustment of the Contract Price will be valid unless so authorized.
- c. If a Change Order is requested by either party, the Party requesting the Change Order shall prepare the written Change Order and the Contractor shall prepare and provide to City an itemized proposal stating the increase or decrease in the cost of each of the proposed changes to the Work involved in the Change Order and the net total change in the cost of the Change Order calculated as provided for in Subparagraph d. below, after which the procedure shall be as follows:
  - 1) If the Architect is providing Construction Supervision services to the Project, the proposed Change Order shall be presented to the Architect for his or her review and, if deemed

appropriate, approval.

- 2) If the proposed Change Order is approved by the Architect pursuant to Sub-subparagraph 1) above or if Construction Administration services are being performed by the Project Manager, the proposed Change Order shall be provided to the Project Manager for his or her review and approval.
  - 3) If the Change Order is so approved, the City will execute the Change Order in accordance therewith for acceptance by the Contractor.
  - 4) If the Change Order is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the Work. The Contractor shall proceed with the Work but may preserve its right to challenge the Change in Work by promptly notifying the City that it is proceeding with the Work under protest. The parties shall then proceed in accordance with Section 117, Disputes, herein.
- d. Changes in the cost of the Contract shall be determined as follows:
- 1) If the Work being changed is covered in whole or in part by unit prices bid in the Contract, the change in the cost of the Contract as changed by the Change Order shall be determined by application of the unit prices as bid to the changes in the Work.
  - 2) As and to the extent that the change in the Work resulting from the Change Order is not covered by unit prices in the Contract, the change in the Contract price shall be determined by increases or decreases in the Contractor's actual costs for labor or materials or both to implement the Change Order plus a multiplier of ten percent (10%) of such costs; the Contractor shall be required to document its changed costs in a manner reasonably satisfactory to City. The multiplier shall not apply to costs referenced in Sub-subparagraph 1 above.
- e. Each change order shall include in its final form:
- 1) A detailed description of the change in the Work.
  - 2) The Contractor's proposal (if any).
  - 3) A definite statement as to the resulting change in the Contract price and/or time, if any.
  - 4) The statement that all Work involved in the change shall be performed in accordance with the Contract requirements except as modified by the Change Order.
- f. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, such claims shall be submitted in writing to the City within ten (10) days after receipt of the instructions, and in any event, before proceeding to execute the Work.
- g. Claims for additional compensation for extra Work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data. The survey data must be made prior to the time the original ground was disturbed, and clearly show that errors exist which resulted, or would result, in handling more material, or performing more Work than would be reasonably estimated from the Drawings and maps issued.
- h. Any discrepancies which may be discovered between actual conditions and those represented by the documents shall at once be reported to the City and Work shall not proceed, except at the Contractor's risk, until written instructions have been issued by the City.
- i. If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided above for changes in the Work.

### **113. GENERAL GUARANTY**

Contractor shall be made responsible for proper installation of all items in its contract and shall remedy, free of charge, any defects in material and workmanship and repair all damage resulting, for a period of one year from the date of final acceptance. All systems shall be in operation prior to acceptance. The beginning of the warranty period relating to faulty materials and workmanship will be established by the final acceptance of the Project by the owner. The necessity of partial occupancy of an uncompleted structure by the owner will not alter the warranty period herein defined. All Work under the Contract shall

be guaranteed for a period of one (1) year from the date of final acceptance.

- a. Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the Work and pay for any damage to other Work resulting therefrom which subsequently appears. The City will give notice of defective materials and Work with reasonable promptness.
- b. If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with the specifications of the Contract, the Contractor shall correct it promptly upon receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition or Work.

#### **114. BREACH OF CONTRACT**

The City may, subject to the Force Majeure provisions of this Contract 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 115, 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.

#### **115. 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 of the termination provided that Contractor has not committed a breach of this Contract.

#### **116. LIQUIDATED DAMAGES.**

If the Contractor is in breach of this Contract by virtue of failing to complete the Work within the time stipulated in the Contract Documents, including any extensions of time for excusable delays as herein provided, and the City suffers damages as a result thereof, all or any portion of which cannot be reasonably determined as to the amount thereof because of the nature of such damages, the Contractor shall pay to the City to compensate City for such portion of the damages it suffered as a result thereof, the amount of N/A as fixed, agreed, and liquidated damages for each calendar day of delay, until the Work is completed, and the Contractor and its sureties shall be liable to the City for the amount thereof.

#### **117. DISPUTES.**

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra Work, and all claims for alleged breach of contract shall, within ten (10) days of the first event giving rise to the dispute, be presented by the Contractor to the City for decision. Such notice shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the Work as directed by the City. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of the first event giving rise to it, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- b. The Contractor shall submit in detail its claim and proof thereof. Each decision by the City will be in writing as provided for in Section 102, Communications.
- c. If the Contractor does not agree with any decision of the City, it shall in no case allow the dispute to delay the Work but shall notify the City promptly that it is proceeding with the Work under protest and may then except the matter in question from the final release.

#### **118. 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.

#### **119. TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy on Drawings or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

#### **120. ONE-CALL EXCAVATION NOTICE SYSTEM**

The contractor and all of its Subcontractors shall comply with Minnesota Statutes Chapter 216D., the



Minnesota One-Call Excavation Notice System, if "excavation" as defined in Minnesota Statutes 216D.01., Subdivision 1., is to be performed as a part of this contract. (One-Call contact number: 1- 800-252-1166).

#### **121. SHOP DRAWINGS**

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect or the City, as directed by the City, for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at its own risk, with manufacture or installation of any equipment or Work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the Contract time will be granted by reason of its failure in this respect.
- b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing with the Contractor involves only a minor adjustment in the interest of the City not involving a change in Contract price or time, the Architect may approve the drawing. The approval shall be general, shall not relieve the Contractor from its responsibility for adherence to the Contract or for any error in the drawing, and shall contain in substance the following: "The modification shown of the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

#### **122. REQUEST FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which will be required in the planning and execution of the Work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its Work or to others arising from its failure to comply fully with the provisions of this Section.

#### **123. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as an equal to any particular standard, the City shall decide the question of equality.
- b. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other

materials or articles which it proposes to incorporate in the Work. (See Section 124, Samples, Certificates and Tests)

- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. Any materials and equipment for which Underwriters Laboratories, Inc. (U.L.) standards have been established shall bear the appropriate U. L. label.
- f. The City may require the Contractor to dismiss from the Work such employee or employees as the City may deem incompetent, or careless, or insubordinate.

#### **124. SAMPLES, CERTIFICATES AND TESTS**

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Architect, promptly after award of the Contract. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City or the Architect. Any delay in the Work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Architect or the City in formally approving the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- b. Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City or the Architect will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the Work, the City or the Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the City or the Architect;
  - 2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;
  - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
  - 4) The City will pay for all other testing expenses.

#### **125. RESTRICTED ACCESS**

- a. Contractor shall use and maintain in clean condition the site and building access route(s) as approved by the City. No other access points shall be used.
- b. Contractor and all other persons connected to this project shall use parking areas designated by the City.
- c. Contractor and workers shall not trespass into areas beyond those required to accomplish the Work.
- d. Contractor shall insure that operations do not compromise building safety.

#### **126. CARE OF WORK**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all Work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at its own discretion to prevent such threatened loss or injury, and shall so act. The Contractor shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency Work will be determined by the City as provided in Section 112, Changes in the Work.
- c. The Contractor shall avoid allowing damage to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., during the time the Project Location is within the control of the Contractor, and shall at its own expense completely repair any damage thereto caused by its operations.
- d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party before the commencement of any Work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining structures and their premises.

#### **127. ACCIDENT PREVENTION AND SAFETY**

The following SAFETY provisions shall apply:

- a. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the project site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the project site.
- b. The Contractor shall also perform all of the Work in accordance with applicable Occupational Safety and Health Administration (OSHA) standards.
- c. The Contractor shall provide traffic control meeting Manual on Uniform Traffic Control Devices (MUTCD) standards.
- d. The Contractor shall, at the pre-construction conference, designate a Safety Coordinator who shall be responsible for safety and traffic control management for the Project. The Safety Coordinator

shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall project safety and traffic control management for the Project.

- e. The safety of pedestrians and the traveling public is the Contractor's responsibility.
- f. The Contractor shall provide and maintain sanitary and safety accommodations for the use and protection, health and welfare of the Contractor's employees and suppliers in accordance with the following applicable safety and health codes and regulations:
  - 1) Federal,
  - 2) State,
  - 3) Local, and
  - 4) Other bodies and tribunals having jurisdiction.
- g. The Contractor shall refer to the employee safety and sanitation regulations as specified in 29 CFR 1926, Occupational Safety & Health Administration (OSHA), Construction Industry Standards, MN Statutes Chapter 182; and Minnesota Department of Labor & Industry, OSHA Division, Minnesota Rules Chapters 5205 to 2515 inclusive.
- h. The Contractor shall provide, install, maintain, and remove required safety and health related Equipment and provisions, at no additional extra cost to the City. The safety and health related Equipment and provisions shall comply with the applicable codes and regulations, be in operable condition, and allow City personnel to perform required duties at the appropriate time.
- i. The Contractor shall allow the entry of Federal, State, and local safety and health inspectors to perform inspections or investigations.
- j. The Contractor shall perform construction operations in accordance with applicable laws, regulations and industry standards as specified in this section. The Contractor is responsible for the development, implementation, and enforcement of safety requirements of the Project, regardless of any actions the City may take to help ensure compliance with these requirements.
- k. The Contractor shall conduct operations and perform the Work in a manner that causes the least possible obstruction to traffic. The Contractor shall provide for the safety of the general public and for the residents living beside the Highway.
- l. The Contractor shall provide temporary facilities to allow pedestrian travel over or through obstructions at public walkways and at other locations designated by the Architect. The Contractor shall adequately fence and post conspicuous warning signs around hazardous open excavations or open excavations that contain water.
- m. The Contractor shall notify the local fire and police chiefs to allow time to rearrange routes of emergency vehicles before blockading a street. The Contractor shall keep the local fire and police chiefs informed about the status and removal of street blockades affecting emergency vehicle travel. The Contractor shall not obstruct access to fire hydrants without the approval of the local fire chief.

## **128. USE OF PREMISES**

- a. The Contractor shall be in control of the Project Location, except as provided for in Section 131, Partial Use of Improvements, until such time as the City conducts its final inspection as set forth in Section 132, Final Inspection.
- b. The Contractor shall, periodically or as directed during the progress of the Work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Location and public rights of way reasonable clear.

- c. Contractor shall at all times keep the premises free from accumulation of waste materials caused by its operations. At the completion of the Work, all temporary construction facilities, debris and waste materials shall be removed from the project as well as all tools, construction equipment and surplus materials. The Project Site shall be left in a neat and clean condition. Trash burning on the site of the Work will be subject to prior approval of the City and existing State and local regulations.
- d. Contractor shall restore and replace in a suitable manner all property both public and private which has been damaged or removed in the performance of this contract. The site of the Work is meant to include portions of any and all buildings or structures and adjacent portions of any street, alleys, lawns, sidewalks, driveways, or property used in executing the Work.
- e. If the Contractor fails to clean up, the City may do so and the cost thereof charged to the Contractor.

## **129. INSPECTION**

- a. All materials and workmanship shall be subject to inspection, examination or test by the City or the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective or substandard material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Location and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract or otherwise have the defects remedied or rejected materials removed from the Project Location and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 124, Samples, Certificates and Tests). All tests by the City will be performed in such a manner as not to delay the Work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the City sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent by the City, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the City. Should it be considered necessary or advisable by the City at any time before final acceptance of the entire Work to make an examination of Work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective in any important or essential respect, due to fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 10% to cover superintendence, general expenses and profit, shall be allowed the Contractor and it shall, in addition, if completion of the Work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional Work involved.
- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the Work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or

Work performed not in strict accordance with the Contract.

### **130. REVIEW BY THE CITY**

The City, its authorized representatives and agents, and the Architect, shall, at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to Work will be given to the Contractor only by the City through its authorized representative or agents.

### **131. PARTIAL USE OF IMPROVEMENTS**

The City, at its election, may give notice to the contractor(s) and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the technical specifications, and if in its opinion each such section is reasonably safe, fit, and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the Work by the contractor.
- b. The contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the contractor of its liability due to having used defective materials or to poor workmanship.
- d. The guarantee stipulated in the Section 113, General Guaranty, shall not begin to run until the date of the final acceptance of all Work which the contractor is required to construct under this contract.

### **132. FINAL INSPECTION**

When the Work embraced in this Contract is substantially completed, the Contractor shall notify the City in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

### **133. CORRECTION FOR NON-CONFORMING WORK**

If at any time the Contractor's Work does not comply with the plans and specifications, the Contractor shall remove the non-complying Work and replace it with complying Work and shall bear all costs related thereto.

### **134. INDEMNITY FOR CONTRACTS OVER \$1 MILLION ESTIMATED CONSTRUCTION COSTS**

For contracts with an estimated construction cost exceeding one million (\$1,000,000) dollars, in addition to any indemnification required under Section 6 of the Contract, the Contractor shall purchase insurance as provided in Minnesota Statutes Section 337.05, as most recently amended, for the benefit of the Owner and their agents and employees, which shall compensate them from any loss due to all claims, damages, losses, and expenses, including a minimum coverage of not less than \$2.5 million per claim and \$5 million per occurrence plus an appropriate amount of property damage for the size of the project. Copies of the contract of insurance shall be provided to the Owner and shall name these parties as an Additional Insured.

### **135. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the Work and upon

completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any Work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

### **136. ENVIRONMENTAL CONDITIONS**

It shall be the Contractor's obligation to ensure that in performance of the Work it complies with all applicable Minnesota Pollution Control Agency (MPCA) and Environmental Protection Agency (EPA) requirements that would impact directly or indirectly the Work to be performed subject to the specific directions contained in the Project plans and specifications and the Contractor shall call to the attention of the City any discrepancies that the Contractor becomes aware of between the requirements of those agencies and the plans and specifications.

### **137. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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 (a) 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.





**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.: 22-99650

Project Title: Demolition of 2228 Ensign St

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 of \$2,000 or more. 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. Minnesota State Commercial rate effective 12.27.2021.
2. Minnesota State Highway & Heavy rate effective 11.15.2021.
3. Minnesota State Truck rental rates effective 12.27.2021.

This project will include a project labor agreement (PLA) if \$150,000 or more. Please note that union scale wage may or may not be higher than the minimum prevailing wages required. If a PLA is included, bidders are required to pay the higher of either the union labor rates or the wage decisions included.

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 TIERED 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>			

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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