ADDENDUM NO. 2

The following Addendum shall be appended to and become part of the Plans and Specifications for City of Duluth 1st Street (Coney Island) Parking Ramp.

This Addendum supersedes and supplants all previous reference to similar items.

Architecture Advantage, LLP
1411 London Road
Duluth, Minnesota  55805

Addendum Item:

Changes to the Specification

1. INVITATION FOR BIDS
   A. See attached revised invitation for bid dated 10.14.09 to replace the original invitation for bid.

2. INSTRUCTIONS TO BIDDERS
   A. 19. Pre-Bid/Pre-construction Meetings
      a. Thursday, August 13, 2009 Thursday October 27, 2009 at 10:00 a.m., a mandatory pre-bid meeting will be held on site. All bidders must attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.

3. REQUEST FOR BID
   A. See attached revised request for bid dated 10.14.09 to replace the original request for bid.

4. PERFORMANCE BOND
   A. See attached revised performance bond dated 10.14.09 to replace the original performance bond.

5. PAYMENT BOND
   A. See attached revised payment bond dated 10.14.09 to replace the original payment bond.

6. WAGE RATES
   A. See attached wage rates to be incorporated into bid documents.

7. SPECIAL CONDITIONS
   A. 7) COMPLETION TIME & LIQUIDATED DAMAGES
      The schedule calls for work to begin upon receipt of Notice to Proceed and to be substantially complete within 60 calendar days. It is assumed by receipt of this bid that the contractor can meet this schedule. The notice to proceed is estimated to be issued in the spring in 2010 as weather permits.
INVITATION TO BID

PROJECT NAME/DESCRIPTION: City of Duluth 1st Street (Coney Island) Parking Ramp
PROJECT NUMBER: N/A
BID NUMBER: 09-0564

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota at our office Suite 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340 at 2:00 p.m., local time on Tuesday, November 10, 2009, for the City of Duluth 1st Street (Coney Island) Parking Ramp located at 106 West First Street - Duluth, Minnesota. Immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

This advertisement is also available on the City of Duluth website at http://www.duluthmn.gov/city/services/purchasing/bidinfo.html.

In general, this project consists of a base bid package for structural repairs, waterproofing and bituminous overlay with alternates for stair replacement, painting, masonry repair, fencing and expansion joint replacement.

Proposal forms, contract documents, plans and specifications as prepared by the firm of Architecture Advantage, LLP are on file at the following offices: City Purchasing Office; City Architect’s Office; Duluth Builder’s Exchange; F. W. Dodge Plan Room; Minneapolis Builder’s Exchange; Reed Construction Data, St. Paul Builder’s Exchange and the office of Architecture Advantage, LLP – 1411 London Road, Duluth, MN.

Copies of these plans and specifications may be obtained from the Architecture Advantage, LLP – 1411 London Road, Duluth, MN. Copies of bidding documents may be obtained by bidders with a deposit of One Hundred Dollars and no/100 ($100.00) for each set written to the City of Duluth including the project number on the check. This will be refunded upon the return of complete documents in useable condition. An additional $25.00 (Twenty Five Dollars and no/100) may be sent as a separate check should shipping be necessary. Documents to be returned to the office of Architecture Advantage, LLP – 1411 London Road – Duluth, MN 55805.

A certified check or bank draft payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.

The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.

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

CITY OF DULUTH

Dennis Sears
Purchasing Agent
CITY OF DULUTH

REQUEST FOR BID

Date: October 14, 2009
Project #: Bid # 09-0564

PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802

City of Duluth 1st Street (Coney Island) Parking Ramp
106 West First Street - Duluth, MN

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

BID OPENING AT: 2:00 PM ON TUESDAY, NOVEMBER 10, 2009

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the Subject Matter and Opening Date. The City of Duluth reserves the right to split award where there is substantial savings to the City, waive informalities and to reject any and all bids. Bidder shall state in proposal if Bid price is based on acceptance of total order. Sales Tax is not to be included in the unit price. Bidder shall state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low Bid will not be the only consideration for award of Bid. All pages shall be signed or initialed by authorized bidder’s representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE TO THE CITY PURCHASING OFFICE

BID DEPOSIT REQUIREMENTS: 5% of Bid Amount
Deposit shall mean cash, cashier’s check, or corporate surety bond payable to or in favor of City of Duluth.

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

INSURANCE CERTIFICATE: Shall be required per specified requirements per the attached requirements.

Designated F.O.B. Point: City Architect
Tax: Federal Excise Exemption
Jobsite(s) Account Number: 41-74-0056 K

FREIGHT CHARGES $______________________

NAME ______________________________________
ADDR1______________________________________
ADDR2______________________________________
ADDR3______________________________________

BY: _________________________________________
(Print)  Title

TOTAL BASE BID $ __________________________
TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: ___________________________

F.O.B. POINT: ______________________________

DELIVERY DATE: ____________________________

The City of Duluth is an Equal Opportunity Employer.
CITY OF DULUTH
Date: October 14, 2009

City of Duluth 1st Street (Coney Island) Parking Ramp
106 West First Street - Duluth, MN

The undersigned, having familiarized himself/themselves/itself with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the office of Architecture Advantage, LLP and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the City of Duluth 1st Street (Coney Island) Parking Ramp, specification by Architecture Advantage, LLP.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>1</td>
<td>L.S. BASE BID PACKAGE:</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder agrees to perform work as described in the Specification and/or shown on the plans for a Sum of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(In words - See Additional Page(s) as required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>1</td>
<td>L.S. ADD ALTERNATE NO. 01:</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder agrees to perform work as described in the Specification and/or shown on the plans for a Sum of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(In words - See Additional Page(s) as required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>1</td>
<td>L.S. ADD ALTERNATE NO. 02:</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder agrees to perform work as described in the Specification and/or shown on the plans for a Sum of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(In words - See Additional Page(s) as required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>1</td>
<td>L.S. ADD ALTERNATE NO. 03:</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder agrees to perform work as described in the Specification and/or shown on the plans for a Sum of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(In words - See Additional Page(s) as required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>005</td>
<td>1</td>
<td>L.S. ADD ALTERNATE NO. 04:</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder agrees to perform work as described in the Specification and/or shown on the plans for a Sum of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(In words - See Additional Page(s) as required)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Initial: __________
COMPLETION TIME:

The undersigned hereby affirms & agrees, if awarded a contract, to begin work immediately upon receipt of Notice to Proceed and to substantially complete the work within the time schedule indicated in the Special Conditions, 60 Calendar Days.

Security in the sum of $__________________ in the form of ____________________________ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: __________________________________________________ for

_________________________________________________________________________________________________

a partnership (or)

_________________________________________________________________________________________________

a corporation incorporated under the laws of the State of

_________________________________________________________________________________________________

President: ____________________________ Vice President: ____________________________

Secretary: ____________________________ Treasurer: ____________________________

Address(es): _____________________________________________________________________________________

_________________________________________________, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the foregoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

_________________________________________________________________________________________________

Subscribed and Sworn to before me this ______ day of _______________ A.D., _______________,

_________________________________________________________________________________________________

Notary Public.

Stamp/Seal

Initial: ____________
Please Note! Please disregard the note on page 1 regarding sales tax for this bid. All applicable sales and/or use tax are to be included in the bid pricing. All bids are to be bid F.O.B. jobsite, the blank on page 1 for freight shall be left blank.

City Project Contact:  Terry Groshong, City Architect - (218)730-5730 PHONE & (218)730-5920 FAX
PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY SELLER is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER AND CONSENTED TO BY THE SELLER IN ANY PROPOSAL, ON SELLER’S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE WRITING OR IN WRITING. ANY SUCH TERMS OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF DULUTH. ACCEPTANCE OF THE GOODS OR SERVICES CO- VERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE OR CONSENT TO ANY OTHER SELLER’S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OR CONSENT TO ANY OTHER SELLER’S TERMS AND CONDITIONS:

   A. RETURNING A COPY OF THIS ORDER, DELIVERY OF ANY OF THE GOODS ORDERED, OR RETURNING SELLER’S OWN FORM OF ACKNOWLEDGMENT.

2. PRICE. If price (either fixed price or hourly rate[s] in case of a labor or service) of the delivery is not specified by Buyer on the face of this order, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer’s approval at any time before the proposed date of delivery. If no price is stated, the prices and other terms for the articles sold to Buyer under this order are not less favorable than those extended to all other customers for the same or like articles in equal or less quantities. In the event Seller reduces its price for such articles during the term of this order, the lower price shall be applicable to the older purchase order accordingly. If this order is on a time and material basis, the following shall apply: price shall be (a) material at Seller’s cost, less applicable deductions for handling or otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work are involved, separate hourly rates shall be specified for each.

3. PACKING AND SHIPPING. If goods are to be delivered unassembled or inkit form, Seller shall pack and ship these goods in accordance with generally accepted packaging and shipping practice to substantially all costs, which records shall be open to examination by Buyer at reasonable times.

4. F.O.B. AND RISK OF LOSS. Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer’s location designated on the face of this order. The F.O.B. location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer’s location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to Buyer’s location.

5. INVOICING. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within 30 days of completion. Terms for freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading or express receipt. Payments shall be subject to adjustment for any returns, allowances or other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer reserves blanket coverage on all inbound freight. Invoice charges for additional insurance will not be honored unless otherwise specified.

6. INSPECTION. All material and workmanship shall be subject to inspection and test by Buyer, both at plant of Seller and of Buyer. Payment shall be subject to final inspection. Payment shall be subject to Buyer’s right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller’s expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may elect to retain defective goods and demand refund of the cost of remaking same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides for the prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that he has or is able to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to audit the Seller’s facilities and inspection records in connection with this order.

7. WARRANTY. In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other details as will be warranted and listed and shall also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, material or goods which are not as warranted may at any time be returned to Seller at Seller’s expense for credit, correction or replacement as Buyer may direct.

8. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and performance of the Service, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act of 1976, and other requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damage, or expense incurred by Buyer at any time by actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or failure by the Seller to have any standards or procedures in place under included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or the California Substances Hazardous Waste Collective Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, require additional work, or direct the omission of work covered by this order. Any changes which cause an increase or decrease in the price under this order, or in the time required for performance, an equitable adjustment to this order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within 30 days from date that any such change or increase in cost of such claim must be stated in writing within 30 days thereafter.

10. SELLER’S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or "equipment" ("Equipment") (i.e., dies, rolls, jigs, tools, gages, test equipment, maska, etc.), pays for such material or "equipment", (i.e., Equipment) title thereto shall remain with Buyer, unless Buyer, in writing, maintains and preserves such material and "equipment" and shall dis- pose of it (including scrap) in accordance with Buyer’s direction. Such material and "equipment", and whenever previously furnished shall be plainly marked or otherwise adequately identified by Buyer as "property of the City of Duluth" and shall be safely stored separate and apart from Seller’s property.

11. ASSIGNMENT. Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and any purported assignment by Seller shall be void.

12. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

13. TERMINATION. (a) Termination Without Cause. Buyer will have the right, without cause, at any time to terminate all or any part of the undelivered portion of this order by written notice. If Seller has and desires to assign any claim on account of any such termination, Seller shall submit its termination claim to Buyer, in form and with evidence satisfactory to Buyer, within thirty (30) days after the effective date of the termination. If Seller fails to submit a termination claim within that time, Buyer shall have no liability to Seller on account of the termination. If Seller assigns its claim to Buyer and cannot be settled by negotiation, the claim shall be submitted to arbitration. (b) Termination With Cause. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order, Buyer shall have the right (in addition to any other right or remedy to which Buyer may be entitled by written notice to terminate all or any part of the undelivered portion of this order without any liability to Seller on account thereof, in the event Buyer or any such assignee in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned Buyer thereby.

14. PATENTS AND COPYRIGHTS. Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents or copyrights relating to the manufacture, sale, or use of the Goods, except for any such infringement resulting from Seller’s compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement.

15. PUBLIC LIABILITY INSURANCE. Seller shall hold Buyer and its customer harmless from all injuries, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller, the Buyer and its customers, Workmen’s Compensation Act and from all other claims for damages, personal injury, or death to employees of the Seller, the Buyer or his Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer, and the Buyer shall be indemnified to the full extent of such insurance and the Buyer shall be subject to Buyer’s approval of adequacy of protection.

16. DELAYS. Time is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer when and as they occur if the event cannot be expected to be re- solved by timely action by the Buyer. Buyer will have the right to terminate the order.

17. GENERAL. This order is formed and shall be interpreted according to, and governed by, Minnesota law. No waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.
KNOW ALL MEN BY THESE PRESENTS: That we:

____________________________________ (contractor’s name)

(hereinafter called the “Contractor”) located at:

____________________________________

(contractor’s address)

and __________________________________ (surety’s name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the “Surety”) located at:

____________________________________ (surety’s address)

are held and firmly bound unto the City of Duluth (hereinafter called the “Owner”), in the penal sum of ________________________________ Dollars ($___________________) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

____________________________________

____________________________________

____________________________________

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,

B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or
performance of the contract,

C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney’s fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety’s liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed
thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of ____________________, 20___.

________________________________________________________________________
Name of Principal

By

________________________________________________________________________
Name of Surety

By __________________________________________
   Attorney-in-Fact
ACKNOWLEDGEMENTS

State of Minnesota )  ) ss. Principal – Individual
County of St. Louis )

This instrument was acknowledged before me on __________________________
by ____________________________________________________________.

Notary Seal
Notary Public

State of Minnesota )  ) ss. Principal – Corporate or Partnership
County of St. Louis )

This instrument was acknowledged before me on __________________________
by ____________________________________________________________ as
of __________________________________________.

Notary Seal
Notary Public

State of Minnesota )  ) ss. Surety
County of St. Louis )

Be It Known, That on this ____ day of ____________ A. D., 20___, came before me personally
_________________________________________________________________, to me personally known, who being
by me duly sworn, did say that he/she is the _____________________________________________________(title) of
________________________________________________________
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said
________________________________________________________
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal
Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDITY HEREOF

Dated this _____ day of ________________, 20___

__________________________________________
Assistant City Attorney   Duluth MN

Dated this _____ day of ________________, 20___

__________________________________________
Finance Director   Duluth MN
KNOW ALL MEN BY THESE PRESENTS: That we:

_____________________________________________________________________________

(contractor’s name)

(thereinafter called the “Contractor”) located at: _________________________________

_____________________________________________________________________________

(contractor’s address)

and __________________________________________________________________________

(surety’s name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota
showing that it is authorized to contract as a surety, thereinafter called the “Surety”) located at:

_____________________________________________________________________________

(surety’s address)

are held and firmly bound unto the City of Duluth (thereinafter called the “Owner”), for the benefit of
persons furnishing labor and materials for the contract set forth below, in the penal sum of

_____________________________________________________________________________

Dollars ($___________________) for the payment of which we bind ourselves, our heirs,
executors and administrators, successors and assigns, for the payment of all labor and materials
 supplied by any person in the performance of a written contract for the purpose of:

_____________________________________________________________________________

according to plans, profiles, and specifications thereto annexed. A copy of that contract is
incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

A) If the Contractor shall make payments, as they may become due, to all persons supplying
“labor and materials,” as defined in Minnesota Statutes Section 574.26, used directly or
indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided
for in the contract,

B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue
on account of the enforcing of the terms of the bond, if action is brought on the bond,
including reasonable attorney’s fees, in any case where such action is successfully
maintained,
Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said City, but any person furnishing “labor and materials,” as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of ____________________, 20___.

_____________________________________________
Name of Principal

By

_____________________________________________
Name of Surety

By __________________________________________
Attorney-in-Fact
ACKNOWLEDGEMENTS

State of Minnesota) ) ss. Principal – Individual
County of St. Louis)

This instrument was acknowledged before me on ________________________________
by _________________________________.

Notary Seal

Notary Public

State of Minnesota) ) ss. Principal – Corporate or Partnership
County of St. Louis)

This instrument was acknowledged before me on ________________________________
by ________________________________, as ________________________________
of _________________________________.

Notary Seal

Notary Public

State of Minnesota) ) ss. Surety
County of St. Louis)

Be It Known, That on this _____ day of ________________ A. D., 20___, came before me personally
_________________________________________________________________, to me personally known, who being
by me duly swor, did say that he/she is the ________________________________(title) of
____________________________________________________________________________________________
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said ________________________________
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDITY HEREOF

Dated this _____ day of ________________, 20 ___

__________________________________________
Assistant City Attorney    Duluth MN

Dated this _____ day of ________________, 20 ___

__________________________________________
Finance Director    Duluth MN
## Building Construction Projects

**County Area: Anoka, Carlton, Cook, Dakota, Hennepin, Itasca, Koochiching, Lake, Ramsey, Scott, Sherburne, St. Louis & Washington Cos in MN**

### Building Construction Projects (does not include Residential Construction projects consisting of single family homes and apartments up to and including 4 stories; does not include Treatment Plants)

<table>
<thead>
<tr>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>02/08/08</td>
<td>6</td>
<td>07/11/08</td>
<td>12</td>
<td>11/14/08</td>
<td>18</td>
<td>06/12/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>04/04/08</td>
<td>7</td>
<td>08/08/08</td>
<td>13</td>
<td>12/19/08</td>
<td>19</td>
<td>06/26/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>05/02/08</td>
<td>8</td>
<td>08/15/08</td>
<td>14</td>
<td>01/16/09</td>
<td>20</td>
<td>07/03/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>06/16/08</td>
<td>9</td>
<td>09/05/08</td>
<td>15</td>
<td>01/23/09</td>
<td>21</td>
<td>07/17/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>05/20/08</td>
<td>10</td>
<td>10/03/08</td>
<td>16</td>
<td>03/27/09</td>
<td>22</td>
<td>08/07/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>06/13/08</td>
<td>11</td>
<td>10/31/08</td>
<td>17</td>
<td>05/01/09</td>
<td>23</td>
<td>08/14/09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ASBE0499-002 06/01/2009**

- **CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos**
  - Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems) $39.19 Fringe 17.82

**ASBE0205-016 05/01/1998**

- **CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos**
  - Asbestos Removal Worker/Hazardous Material Handler (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulating materials from mechanical systems whether they contain asbestos or not) $19.72 Fringe 3.69

**BRMN0016-001 05/01/2007**

- **ITASCA Co**
  - Bricklayer, Stonemason $34.39 14.65

**BRMN0001-017 05/01/2009**

- **ALL COUNTIES**
  - Tile Finisher $26.80 Fringe 14.49

**BRMN0003-002 05/01/2008**

- **CARLTON, COOK, LAKE & ST. LOUIS**
  - (south of a line between Townships #54 & #55, 2 miles north of Cotton) COs:
    - **Bricklayer** $30.29 Fringe 12.95
    - **Cement Mason/Concrete Finisher** $28.75 Fringe 14.30

**BRMN0003-003 05/01/2008**

- **CARLTON, COOK, LAKE & ST. LOUIS**
  - (city of Duluth and south of Township Line 55) COs:
    - **Bricklayer** $30.29 Fringe 12.95

**Carpenter & PileDrivermen**

- **Site Preparation, Excavation, and Incidental Paving** $35.81 Fringe 13.80

**Carpenter**

- **Site Preparation, Excavation, and Incidental Paving** $35.81 Fringe 13.80

**General Decision Number: MN080007**

- **CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos**
  - Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems) $39.19 Fringe 17.82

**CARLTON, COOK, LAKE & ST. LOUIS (city of Duluth and south of Township Line 55)**

- **Carpenter, Insulator, PileDriverman** $31.79 Fringe 16.10

**ST. LOUIS COs**

- **Carpenter, PileDrivermen (Site Preparation, Excavation and Incidental Paving)** $33.37 Fringe 12.50

**General Decision Number: MN7 Superseded General Decision Number: MN20070007**

- **State: Minnesota**
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Location</th>
<th>Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>MN7</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**City of Duluth 1st Street (Coney Island) Parking Ramp**

**General Decision Number:** MN080007 08/14/2009  MN7  Superseded General Decision Number: MN20070007  State: Minnesota

**Construction Type:** Building

**Counties:** Anoka, Carlton, Cook, Dakota, Hennepin, Itasca, Koochiching, Lake, Ramsey, Scott, Sherburne, St. Louis & Washington Cos in MN

**BUILDING CONSTRUCTION PROJECTS** (does not include Residential Construction projects consisting of single family homes and apartments up to and including 4 stories; does not include Treatment Plants)

<table>
<thead>
<tr>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>02/08/2008</td>
<td>6</td>
<td>07/11/2008</td>
<td>12</td>
<td>11/14/2008</td>
<td>18</td>
<td>06/12/2009</td>
<td>23</td>
<td>08/14/2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>04/04/2008</td>
<td>7</td>
<td>08/15/2008</td>
<td>13</td>
<td>12/19/2008</td>
<td>19</td>
<td>06/26/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>05/02/2008</td>
<td>8</td>
<td>09/05/2008</td>
<td>15</td>
<td>01/23/2009</td>
<td>21</td>
<td>07/17/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>05/16/2008</td>
<td>9</td>
<td>10/03/2008</td>
<td>16</td>
<td>03/27/2009</td>
<td>22</td>
<td>08/07/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>05/20/2008</td>
<td>10</td>
<td>10/31/2008</td>
<td>17</td>
<td>05/01/2009</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ASBE0205-016 05/01/1998** CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos Asbestos Removal Worker/Hazardous Material Handler (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulating materials from mechanical systems whether they contain asbestos or not) $39.19  17.82

**BRMN0001-004 05/01/2009** Marble Setter $34.39  14.65

**BRMN0001-017 05/01/2009** ALL COUNTIES EXCEPTION: CARLTON, COOK, LAKE & ST. LOUIS (city of Duluth and south of Township Line 55) Tile Layer $30.58  17.95

**BRMN0003-002 05/01/2009** CARLTON, COOK, LAKE & ST. LOUIS (south of a line between Townships #54 & #55, 2 miles north of Cotton) COs: Bricklayer $30.29  17.95

**BRMN0003-003 05/01/2009** CARLTON, COOK, LAKE & ST. LOUIS (city of Duluth and south of Township Line 55) Tile Layer $24.13  17.38

**BRMN0001-005 05/01/2009** CO KOOCHICHING Pump $30.20  14.30

**BRMN0001-006 05/01/2009** ITASCA Co Bricklayer $29.79  16.85

**CARPD087-004 05/01/2009** ANOKA, CARVER, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & Washington Cos Carpenter, Insulator, Piledriverman $31.79  16.10

**CARPD087-010 05/01/2009** ANOKA, CARVER, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE & WASHINGTON COS Carpenter & Piledrivermen (Site Preparation, Excavation and Incidental Paving) $33.37  12.50

**CARPD087-014 05/01/2009** ANOKA, CARVER, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & Washington Cos Carpenter Wood Framed Construction $28.83  9.39

**CARPD090-010 06/01/2009** ANOKA, CARVER, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, & WASHINGTON COS Lather $33.04  14.87

**CARPD361-008 05/01/2009** CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos Lather $26.63  13.55

**CARPD361-016 05/01/2009** ST LOUIS Co (DULUTH) Carpenter & Piledrivermen (Site Preparation, Excavation, and Incidental Paving) $30.17  13.40

**CARPD361-017 05/01/2009** ST LOUIS Co Carpenter & Piledrivermen (Site Preparation, Excavation, and Incidental Paving) Northern St. Louis Co $30.23  12.44

**CARPD361-018 05/01/2009** CARLTON, COOK (south part, excluding Sawbill Landing) & ST. LOUIS (Duluth area including Alborn, Arnold, Bartlett, Birch, Brookstone, Bois Blanc, Clinton, Culver, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prist, Shaw, Taft) Cos Carpenter $26.35  13.55

**CARPD548-007 05/01/2009** ANOKA, CARVER, DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE, & WASHINGTON COS Millwright $33.26  14.38

**CARPD596-001 06/01/2009** AREA 1: CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos AREA 2: REMAINING AREA Soft Floor Layer $28.91  11.85

**CARPD606-001 05/01/2009** ITASCA, KOOCHICHING, LAKE (northern part, including Sawbill Landing) & ST. LOUIS (excluding Duluth Area) Cos Carpenter, Piledriverman $25.70  12.44

**CARPD606-007 05/01/2009** ITASCA, KOOCHICHING, LAKE (northern half, excluding Two Harbors, Isabella & Finland), & ST LOUIS (NE 2/3 including Cook, Cusson, Ely, and western strip including Chisholm, Orr and Greeney) Cos Carpenter (Site Preparation, Excavation, and Incidental Paving) Carpenter & Piledriverman $30.23  12.94

**CARP1348-001 05/01/2008** CARLTON, COOK, ITASCA, KOOCHICHING, LAKE & ST. LOUIS Cos Millwright $28.60  12.50
### Building Construction Projects

#### Counties: Anoka, Carlton, Carver, Cook, Dakota, Hennepin, Itasca, Koochiching, Lake, Ramsey, Scott, Sherburne, \( \text{St Louis} \) & Washington Cos in MN

**Note:** Does not include Residential Construction projects consisting of single family homes and apartments up to and including 4 stories; does not include Treatment Plants.

<table>
<thead>
<tr>
<th>Mod Nbr</th>
<th>Pub Date 1</th>
<th>Mod Nbr</th>
<th>Pub Date 2</th>
<th>Mod Nbr</th>
<th>Pub Date 3</th>
<th>Mod Nbr</th>
<th>Pub Date 4</th>
<th>Mod Nbr</th>
<th>Pub Date 5</th>
<th>Mod Nbr</th>
<th>Pub Date 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>02/08/08</td>
<td>6</td>
<td>07/11/08</td>
<td>12</td>
<td>11/14/08</td>
<td>18</td>
<td>06/12/09</td>
<td>21</td>
<td>09/16/08</td>
<td>24</td>
<td>10/03/08</td>
</tr>
<tr>
<td>1</td>
<td>04/04/08</td>
<td>7</td>
<td>08/07/08</td>
<td>13</td>
<td>12/19/08</td>
<td>19</td>
<td>06/26/09</td>
<td>22</td>
<td>01/23/08</td>
<td>25</td>
<td>02/08/08</td>
</tr>
<tr>
<td>2</td>
<td>05/02/08</td>
<td>8</td>
<td>08/15/08</td>
<td>14</td>
<td>01/16/09</td>
<td>20</td>
<td>07/03/09</td>
<td>23</td>
<td>09/05/08</td>
<td>26</td>
<td>03/27/09</td>
</tr>
<tr>
<td>3</td>
<td>05/16/08</td>
<td>9</td>
<td>09/05/08</td>
<td>15</td>
<td>01/23/09</td>
<td>21</td>
<td>07/17/09</td>
<td>24</td>
<td>09/05/08</td>
<td>27</td>
<td>03/27/09</td>
</tr>
<tr>
<td>4</td>
<td>05/20/08</td>
<td>10</td>
<td>10/03/08</td>
<td>16</td>
<td>03/27/09</td>
<td>22</td>
<td>08/07/09</td>
<td>25</td>
<td>09/05/08</td>
<td>28</td>
<td>03/27/09</td>
</tr>
<tr>
<td>5</td>
<td>06/13/08</td>
<td>11</td>
<td>10/31/08</td>
<td>17</td>
<td>05/01/09</td>
<td>23</td>
<td>08/14/09</td>
<td>26</td>
<td>03/27/09</td>
<td>29</td>
<td>03/27/09</td>
</tr>
</tbody>
</table>

**General Decision Number:** MN080007 08/14/2009  **State:** Minnesota

**Superseded General Decision Number:** MN20070007

---

### Rates

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal Worker/Hazardous Material Handler (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulating materials from mechanical systems whether they contain asbestos or not)</td>
<td>$19.72</td>
<td>3.69</td>
</tr>
</tbody>
</table>

---

### Terrazzo Worker/Setter:

- **Base Machine**
  - Rate: $32.94
  - Fringe: 14.55
- **Finisher**
  - Rate: $32.61
  - Fringe: 14.55
- **Mechanic**
  - Rate: $34.56
  - Fringe: 14.55

### Other Rates

- **Boilermaker**
  - Rate: $33.84
  - Fringe: 15.53
- **Marble Setter**
  - Rate: $34.39
  - Fringe: 14.65
- **ALL COUNTIES**
  - **EXCEPT:** CARLTON, COOK, LAKE & ST LOUIS (city of Duluth and south of Township Line 55)
  - **Tile Layer**
    - Rate: $30.58
    - Fringe: 17.95
- **Carpenter, Insulator, Piledriverman**
  - Rate: $33.37
  - Fringe: 12.50
- **Cement Mason/Concrete Finisher**
  - Rate: $28.75
  - Fringe: 14.30
- **Bricklayer**
  - Rate: $29.77
  - Fringe: 13.40
- **Carpenter & Piledrivermen (Site Preparation, Excavation and Incidental Paving)**
  - Rate: $33.37
  - Fringe: 12.50
- **Carpenter Wood Framed Construction**
  - Rate: $28.83
  - Fringe: 8.92
- **Lather**
  - Rate: $33.04
  - Fringe: 14.87
- **Carpenter & Piledrivermen (Site Preparation, Excavation, and Incidental Paving)**
  - Rate: $30.17
  - Fringe: 13.40
- **Carpenter & Piledrivermen**
  - Rate: $26.35
  - Fringe: 13.55
- **Asbestos Workers/Insulator (includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)**
  - Rate: $35.81
  - Fringe: 13.60

---

**City of Duluth 1st Street (Coney Island) Parking Ramp**

**Project Number:**

**Date:** October 14, 2009

**WAGE RATES**

**Page 3 of 5**
**General Decision Number:** MN080007 08/14/2009  
**Superseded General Decision Number:** MN20070007  
**State:** Minnesota  

**Construction Type:** Building  

**Counties:** Anoka, Carlton, Cook, Dakota, Hennepin, Itasca, Koochiching, Lake, Ramsey, Scott, Sherburne, St Louis & Washington Cos in MN  

**BUILDING CONSTRUCTION PROJECTS** (does not include Residential Construction projects consisting of single family homes and apartments up to and including 4 stories; does not include Treatment Plants)  

<table>
<thead>
<tr>
<th>Mod Nbr</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Asbestos Removal Worker/Hazardous Material Handler** (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulating materials from mechanical systems whether they contain asbestos or not)  

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.06</td>
<td>5.25</td>
</tr>
</tbody>
</table>

**Asbestos Workers/Insulator** (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)  

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.19</td>
<td>17.82</td>
</tr>
</tbody>
</table>

**Building**  

**City of Duluth 1st Street (Coney Island) Parking Ramp**  

**WAGE RATES**
<table>
<thead>
<tr>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
<th>Mod Nbr</th>
<th>Publ Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>02/08/2008</td>
<td>6</td>
<td>07/11/2008</td>
<td>12</td>
<td>11/14/2008</td>
<td>18</td>
<td></td>
<td>23</td>
<td>05/01/2009</td>
<td>23</td>
<td>08/14/2009</td>
</tr>
<tr>
<td>1</td>
<td>04/04/2008</td>
<td>7</td>
<td>08/08/2008</td>
<td>13</td>
<td>12/19/2008</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>05/02/2008</td>
<td>8</td>
<td>08/15/2008</td>
<td>14</td>
<td>01/16/2009</td>
<td>20</td>
<td>07/03/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>06/16/2008</td>
<td>9</td>
<td>09/05/2008</td>
<td>15</td>
<td>01/23/2009</td>
<td>21</td>
<td>07/17/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>05/20/2008</td>
<td>10</td>
<td>10/03/2008</td>
<td>16</td>
<td>03/27/2009</td>
<td>22</td>
<td>08/07/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>06/13/2008</td>
<td>11</td>
<td>10/31/2008</td>
<td>17</td>
<td>05/01/2009</td>
<td>23</td>
<td>08/14/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**General Decision Number:** MN080007 08/14/2009  MN7  Superseded General Decision Number: MN20070007  State: Minnesota

**Construction Type:** Building

Counties: Anoka, Carlton, Cook, Dakota, Hennepin, Itasca, Koochiching, Lake, Ramsey, Scott, Sherburne, St Louis & Washington Cos in MN BUILDING CONSTRUCTION PROJECTS (does not include Residential Construction projects consisting of single family homes and apartments up to and including 4 stories; does not include Treatment Plants)

**Rate**  Fringe

Asbestos Removal Worker/Hazardous Material Handler (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulating materials from mechanical systems whether they contain asbestos or not)

- $19.72  3.69

**Rate**  Fringe

Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)

- $35.81  13.60

**Rate**  Fringe

- $39.19  17.82

**Rate**  Fringe

- $35.49  14.65

**Rate**  Fringe

- $30.58  17.95

**Rate**  Fringe

- $26.80  14.49

**Rate**  Fringe

- $23.06  5.25

**Rate**  Fringe

- $33.43  14.53

**Rate**  Fringe

- $30.20  14.30

**Rate**  Fringe

- $28.75  14.30

**Rate**  Fringe

- $29.79  16.85

**Rate**  Fringe

- $31.79  16.10

**Rate**  Fringe

- $29.77  13.40

**Rate**  Fringe

- $25.70  12.44

**Rate**  Fringe

- $23.19  13.84

**Rate**  Fringe

- $26.80  12.50

City of Duluth 1st Street (Coney Island) Parking Ramp

**WAGE RATES**

**Page 5 of 5**