



WESTERN WATERFRONT TRAIL RESTORATION

Various Duluth, MN Locations

January 12, 2016

Bid #: 16-02AA

Bid Opening Date: Tuesday, February 2, 2016 at 2:00 PM CST

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CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: Western Waterfront Trail Restoration

BID NUMBER: 16-02AA

BID OPENING: Tuesday, February 2nd, 2016 AT 2:00 PM

PROJECT DESCRIPTION: Removal and control of non-native invasive species.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected contractor will be issued a construction contract (draft attached). Notice to Proceed will be issued once the agreement is fully executed.

Please note that the City of Duluth Supplemental Conditions apply to this project and will be included in the contract. This document can be found online at <http://www.duluthgov.info/engineering/documents/SupplementalGenConditions4-15-11.pdf> . Hard copies may be made available upon request.

Proposal forms, contract documents, plans and specifications are on file at the following offices: Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, Blue Book Building and Construction Network, and Meda Construction Connection.

ACKNOWLEDGEMENT OF ADDENDUM:

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

Addendum 4: _____

INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated.

The following documents must be submitted with your bid:

1. **Bid Bond** - 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 per cent (5%) of the total bid. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by telephone prior to the scheduled bid opening.
2. **Acknowledgment of Addendum** (if applicable) – any changes to this solicitation will be announced via Addendum. A signature on the Invitation to Bid acknowledging the Addendum(s) must be submitted with your bid.
3. **Responsible Contractor** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached). The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City’s request.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.
4. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will

submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

5. **Project Labor Agreement (PLA)** - A PLA will be required for any bid that is over or could virtually go over \$150,000. A copy of the City standard PLA is included in this package.

6. **Out of State Contractor** - Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. This form may be found at the following web address: http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf

7. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

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

CITY OF DULUTH

Andrew Field	Amanda Ashbach
Financial Analyst	Purchasing Agent

Western Waterfront Trail Restoration Bid Form

Base Bid: Perform the following on 73 acres:

1. Remove and Control Invasive Trees and Shrubs
 - a. Common Buckthorn
 - b. Eurasian Honeysuckles
2. Remove and Control MDA Noxious Weeds
 - a. Tansy
 - b. Canada thistle
 - c. Purple loosestrife
 - d. Wild parsnip
 - e. Garlic mustard
 - f. Japanese knotweed
3. Remove and Control MNDNR Invasive Species
 - a. Bird's foot trefoil
 - b. Crown vetch
 - c. Perennial sow thistle
 - d. White and yellow sweet clover
4. Remove and Control Reed Canary Grass

Base Bid: \$ _____

(written out) _____

Alternate Bid #1: Perform Prescribed Burn, Herbicide Treatment, Seeding on Reed Canary Grass Area Spring of 2017

\$ _____

Alternate Bid #2: Remove and Control Invasive Trees and Shrubs, MDA Noxious Weeds, and MNDNR Invasive Species (no Reed Canary Grass) on additional 42 acres

\$ _____

Alternate Bid #3: Remove and Control Invasive Trees and Shrubs, MDA Noxious Weeds, and MNDNR Invasive Species (no Reed Canary Grass) on additional 10 acres

\$ _____

Company Name: _____

Name and Title: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

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

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

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

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

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

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

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this _____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's Federal Identification Number _____

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

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor's name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated

facilities” means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - “Construction” Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an “EEO Statement and Certification” similar in nature to this “Statement and Certification”, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

CONTRACTOR & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the **CITY OF DULUTH**, a municipal corporation, hereinafter referred to as the "CITY," party of the first part, and **Contractor, address**, hereinafter referred to as the "Contractor," party of the second part;

WITNESSETH: That the Contractor and the City agree as follows:

1. The following shall be deemed to be part of this contract:
 - a. The annexed resolution and legal advertisement of the City Council.
 - b. The bid request and specifications, as modified by irreconcilable language in this written contract.
 - c. The bid by Contractor, as modified by irreconcilable language in this written contract.
 - d. The performance bond and payment bond certification.
 - e. All provisions of law applicable to a contract of this nature.
2. The Contractor agrees to furnish and deliver to the **Department** all labor, supervision, material, equipment, supplies, insurance, performance bond, payment bond and everything else necessary for general construction of **Project** at **location**, all in strict accordance with plans and specifications prepared by **design co. or city architect**, your bid of \$ and **resolution no. passed on date**. Contractor shall not commence performance of any work under this contract until Contractor receives authorization from the City's Purchasing Agent in writing and dated.
3. The City agrees to pay progress payments and make final payments to the Contractor as stated in the contract specifications. The total amount payable under this contract shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment or change order. Payments under this Agreement shall be made from the following accounts **funding** and **RQ no.**
4. The Contractor shall furnish and maintain in full force and effect until this contract is completely performed by the Contractor, a performance bond and payment bond if and when required by law, or if and when required by the City.
5. Inasmuch as this contract concerns work, materials and equipment needed for the public benefit, the provisions of this contract relating to the time of performance and completion of work and delivery of materials or equipment are of the essence of this contract.
6. The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising

out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

7. Insurance

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in Paragraph 6 above, subject to provisions below.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**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.*

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

- (5) The use of an “ACORD” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.
8. No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with this contract. If this contract is not made in conformity with mandatory provisions of any statute or of the ordinances and charter of the City of Duluth, the Contractor agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract.
9. The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it, or any part thereof, without the consent of the City, evidenced by a resolution duly adopted by the City Council. The prohibition contained in this paragraph shall not be deemed to prevent the contractor from subcontracting. Contractor shall remain primarily responsible for all work performed by any subcontractor.
10. The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, Contractor will not discriminate by reason of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
11. The Contractor agrees that Contractor shall not in any manner discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance or work under this contract on account of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

12. The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the City or the state auditor for six years from the date of final payment under this contract.
13. This contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited for any failure to perform any terms or conditions of this contract including but not limited to any violation of the terms or conditions of Section 10 or 11 of this contract.
14. Any waiver by any party of any provision of this contract shall not imply a subsequent waiver of that or any other provision.
15. This contract is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis, County, Minnesota, and the parties to this Agreement waive objection to the jurisdiction of this court, whether based on convenience or otherwise.
16. This Agreement constitutes the entire agreement between the City and the Contractor on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the City and the Contractor. The Contractor agrees that no representations or warranties made by the City shall be binding upon the City unless expressed in writing herein.
17. This Agreement shall not be in force and effect, or in any way binding upon the City until the same shall have been approved by the Department Head, signed by the Mayor, attested by the Clerk, and countersigned by the City Auditor.
18. The Contractor unconditionally guarantees to perform all work pursuant to this contract in a good and workmanlike manner, in strict compliance with the specifications and instructions hereto attached, and to the satisfaction of the City of Duluth.
19. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Countersigned:

CITY OF DULUTH-Client

City Auditor
Approved this _____ day of _____

By _____
Mayor

Department Director
Approved this _____ day of _____

Attest:

City Clerk
Attested this _____ day of _____

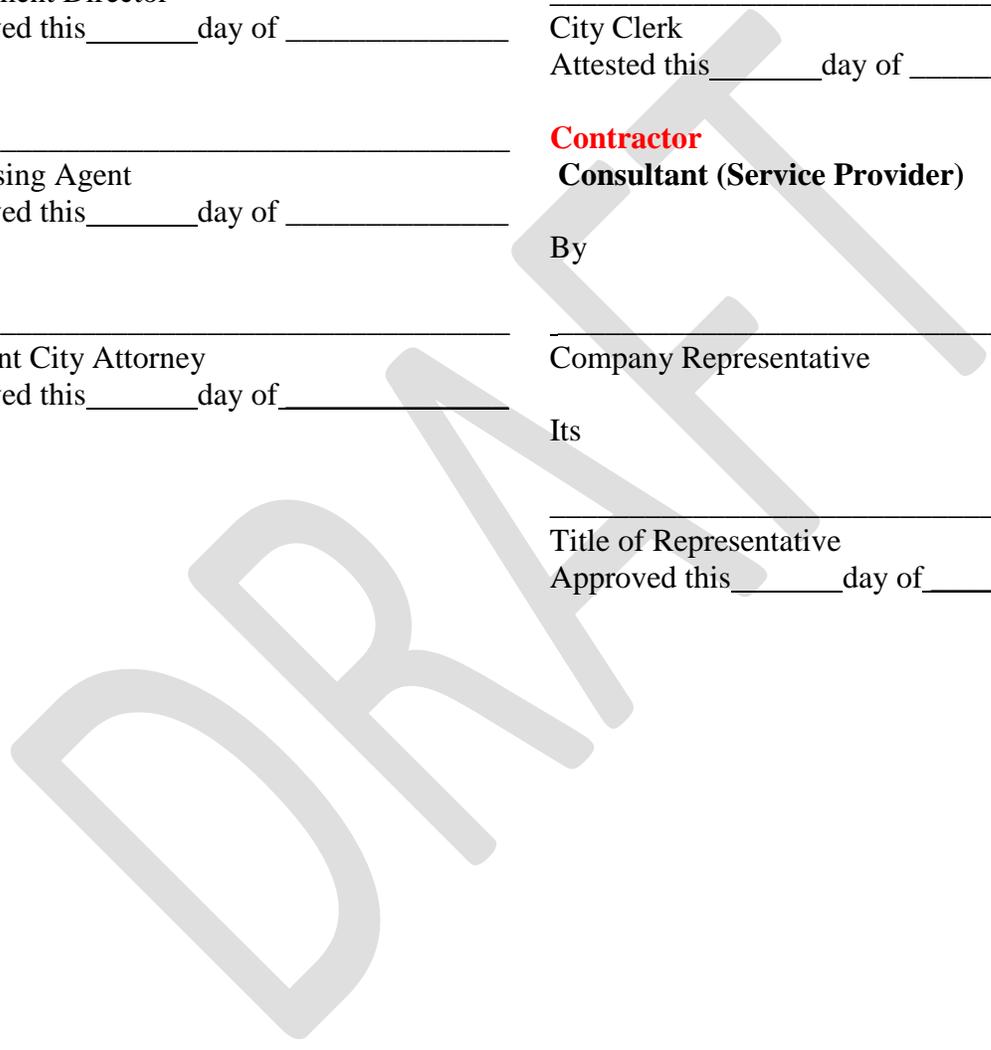
Purchasing Agent
Approved this _____ day of _____

Contractor
Consultant (Service Provider)

Assistant City Attorney
Approved this _____ day of _____

By _____
Company Representative

Its _____
Title of Representative
Approved this _____ day of _____



PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

PUBLIC SECTOR

CITY OF DULUTH

&

Vendor

Project name

Project No.

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AGREEMENT

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

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

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

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

ARTICLE I - PURPOSE

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

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

ARTICLE II - SCOPE OF THE AGREEMENT

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

Such Project is generally described as the construction of: **Project**

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

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

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

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

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

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

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

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

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

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

Section 10. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state

prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and per Minnesota state prevailing wage law delivery and pickup of the above-listed materials constitutes incorporation.

ARTICLE III - UNION RECOGNITION AND REPRESENTATION

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

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

ARTICLE IV - LABOR HARMONY CLAUSE

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

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

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

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

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

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

ARTICLE VI - DISPUTES AND GRIEVANCES

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

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

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

ARTICLE VII - JURISDICTIONAL DISPUTES

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

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

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

ARTICLE VIII - NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or nonmembership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

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

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

ARTICLE IX - SAVINGS AND SEPARABILITY

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

ARTICLE X DURATION OF THE AGREEMENT

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

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project

commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

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

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

DULUTH BUILDING AND
CONSTRUCTION TRADES COUNCIL

VENDOR

By: _____

By: _____

Its _____
(Printed Name/Title)

Its _____
(Printed Name/Title)

Date: _____

Date: _____

CITY OF DULUTH

By: _____
Mayor

Attest:

City Clerk

Date: _____

City Auditor

Date: _____

Assistant City Attorney

Date: _____

SCHEDULE "A"

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

Building Trades Affiliates Contract Expirations

Heat & Frost Insulators Local 49	May 31, 2017
Boilermakers Local 647	December 31, 2016
Bricklayers Local 1	April 30, 2016
Carpenters Local 361	May 30, 2017
Cement Masons Local 633	April 30, 2017
Elevator Constructors Local 9	July 8, 2017
Glaziers Local 106	April 30, 2017
IBEW Local 242	May 31, 2019
Iron Workers Local 512	April 30, 2016
Laborers Local 1091	April 30, 2017
Operator Engineers Local 49 (Bldrs)	April 30, 2016
(Hwy Heavy)	April 30, 2017
Painters Local 106	April 30, 2017
Plumbers & Steamfitters Local 11	April 30, 2017
Roofers Local 96	June 30, 2016
Sheet Metal Local 10	April 30, 2016
Sprinkler Fitters Local 669	March 31, 2016
Teamsters Local 346	April 30, 2017

Updated 9/4/2015

Local 106 Glaziers Wage Rates Effective May 4, 2015

Journeyman Wage Rates:

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
Glaziers	\$29.67	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$46.51	\$2.30	\$1.83	
Auto Glass	\$23.74	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$40.58	\$2.30	\$1.62	

Apprentices Indentured BEFORE May 1, 2014:

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
0-1000	50	\$14.84	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$31.68	\$1.15	\$1.31	
1001-2000	55	\$16.32	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$33.16	\$1.27	\$1.36	
2001-3000	60	\$17.81	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$34.65	\$1.38	\$1.42	
3001-4000	70	\$20.77	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$37.61	\$1.61	\$1.52	
4001-5000	80	\$23.74	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$40.58	\$1.84	\$1.62	
5001-6000	90	\$26.71	\$6.85	\$5.67	\$3.65	\$0.56	\$ 0.10	\$0.01	\$43.55	\$2.07	\$1.73	

Apprentices Indentured on or AFTER May 1, 2014:

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry & Appr</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>	
0-1000	50	\$14.84	\$6.85	\$5.67	\$1.83	\$0.56	\$ 0.10	\$0.01	\$29.86	\$1.15	\$1.25	
1001-2000	55	\$16.32	\$6.85	\$5.67	\$2.01	\$0.56	\$ 0.10	\$0.01	\$31.52	\$1.27	\$1.31	
2001-3000	60	\$17.81	\$6.85	\$5.67	\$2.19	\$0.56	\$ 0.10	\$0.01	\$33.19	\$1.38	\$1.37	
3001-4000	70	\$20.77	\$6.85	\$5.67	\$2.56	\$0.56	\$ 0.10	\$0.01	\$36.52	\$1.61	\$1.48	
4001-5000	80	\$23.74	\$6.85	\$5.67	\$2.92	\$0.56	\$ 0.10	\$0.01	\$39.85	\$1.84	\$1.60	
5001-6000	90	\$26.71	\$6.85	\$5.67	\$3.29	\$0.56	\$ 0.10	\$0.01	\$43.19	\$2.07	\$1.72	

*The Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare Contribution.

Local 106 Painters & Drywall Wage Rates Effective May 4, 2015

Journeyman Wage Rates:

	Base	Health & Welfare			Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
		Welfare	Pension	Health & Welfare											
Res., Comm. & Indus. Repaint															
Class I	\$27.86	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.08	\$2.70	\$1.74	
Class II	\$28.46	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.68	\$2.70	\$1.76	

	Base	Health & Welfare			Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
		Welfare	Pension	Health & Welfare											
New Comm. & New Indus.															
Class I	\$29.36	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$45.58	\$2.70	\$1.80	
Class II	\$29.96	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$46.18	\$2.70	\$1.82	

Foremen in charge of five (5) or more journeymen shall be paid \$1.00 per hour over the journeyman rate.

Fair Contracting Foundation: \$0.01 paid by employer, \$0.01 paid by employee from Total Package.

Painter Apprentice

Hours	%	Base	Health & Welfare			Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
			Welfare	Pension	Health & Welfare											
0-1000	50	\$14.68	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$30.90	\$2.70	\$1.28	
1001-2000	55	\$16.15	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$32.37	\$2.70	\$1.33	
2001-3000	60	\$17.62	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$33.84	\$2.70	\$1.38	
3001-4000	70	\$20.55	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$36.77	\$2.70	\$1.49	
4001-5000	80	\$23.49	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$39.71	\$2.70	\$1.59	
5001-6000	90	\$26.42	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$42.64	\$2.70	\$1.69	

Drywall Taper Appr

Hours	%	Base	Health & Welfare			Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
			Welfare	Pension	Health & Welfare											
0-500	50	\$14.98	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$31.20	\$2.70	\$1.29	
501-1000	60	\$17.98	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$34.20	\$2.70	\$1.40	
1001-1500	70	\$20.97	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$37.19	\$2.70	\$1.50	
1501-2000	75	\$22.47	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$38.69	\$2.70	\$1.55	
2001-2500	80	\$23.97	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$40.19	\$2.70	\$1.61	
2501-3000	85	\$25.47	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$41.69	\$2.70	\$1.66	
3001-3500	90	\$26.96	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$43.18	\$2.70	\$1.71	
3501-4000	95	\$28.46	\$6.85	\$5.15	\$3.50	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.68	\$2.70	\$1.76	

*This Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare contribution.

DULUTH BUILDING AND CONSTRUCTION TRADES COUNCIL

2002 LONDON ROAD

LABOR CENTER

DULUTH, MINN. 55812



Officers:		
Craig Olson <i>President</i>		
Darrell Godbout <i>Vice President</i>		
Dan Olson <i>Secretary</i>		
Jeff Daveau <i>Treasurer</i>		
Boilermakers #547	ASBESTOS WORKERS LOCAL 49 Dave Cartwright 2002 London Road #210 Duluth, MN 55812 (218) 724-3223 / Fax# 724-1870 dave@insulatorslocal49.org	BOILERMAKERS LOCAL 647 Bill Polchow 1007 NW 4 th Street, Ste C Grand Rapids, MN 55744 (218) 326-2522 / Fax# SAME bpolchow647@outlook.com
Bricklayers #1		BAC LOCAL #1 CHAPTER 3 DULUTH & IRON RANGE Stan (Ogie) Paczynski 2002 London Road #100 Duluth, MN 55812 (218) 724-8374 / Fax# 724-8341 spaczynski@bac1mn-nd.org
Carpenters #361	CARPENTERS LOCAL 361 Steve Risacher & Chris Hill 5238 Miller Trunk Hwy Hermantown, MN 55811 (218) 724-3297 / Fax# 724-8536 srisacher@ncsrcc.org chill@ncsrcc.org	CEMENT MASONS LOCAL 633 Michael Syversrud 2002 London Road #112 Duluth, MN 55812 (218) 724-2323 / Fax# 724-2472 mikes@local633.org
Cement Masons #8		ELEVATOR CONSTRUCTORS LOCAL 9 Dave Aaserud 433 Little Canada Rd E Little Canada, MN 55117 (651) 287-0817 / Fax# 287-0820 d.aaserud@local9.com
Elevator #9		
IBEW #242	IBEW LOCAL 242 Don Smith 2002 London Road #111 Duluth, MN 55812 (218) 728-6895 / Fax# 728-1965 dsmithlc1242@unions-america.com	IRON WORKERS LOCAL 512 Darrell Godbout, <i>Vice President</i> 3752 Midway Road Hermantown, MN 55810 (218) 724-5073 / Fax# 724-1525 darell@iron512.com
Insulators #49		LABORERS LOCAL 1091 Dan Olson, <i>Secretary</i> 2002 London Road #119 Duluth, MN 55812 (218) 728-5151 / Fax# 728-2431 laborers@local1091.com
Ironworkers #512		
Laborers #1091		
Millrights #1348	MILLRIGHTS & MACHINERY ERECTORS LOCAL 1348 Wayne Nordin 307 N 1 st Street Virginia, MN 55792 (218) 741-6314 / Fax# 741-6017 wnordin@ncsrcc.org	OPERATING ENGINEERS LOCAL 49 Brent Pykkonen 2002 London Road #116 Duluth, MN 55812 (218) 724-3840 / Fax# 728-1441 pyke49@yahoo.com
Operators #49		PAINTERS LOCAL 106 Craig Olson, <i>President</i> 2002 London Road #106 Duluth, MN 55812 (218) 724-6466 / Fax# 724-7359 president@duluthbuildingtrades.com
Painters #106		
Pipelitters #11		
Roofers #96		
Sheetmetal #10	PLUMBERS & FITTERS LOCAL 11 Jeff Daveau, <i>Treasurer</i> 4402 Airpark Boulevard Duluth, MN 55811 (218) 727-2199 / Fax# 727-2298 jeff@ualocal11.com	SHEET METAL WORKERS LOCAL 10 Doug Christy 6279 Industrial Road Saginaw, MN 55779 (218) 724-6873 / Fax# SAME dchristy@smw10.org
Sprinklerfitters #669		
Teamsters #346	SPRINKLER FITTERS LOCAL 669 James Westby PO Box 398 Mabel, MN 55954 (507) 493-5671 / Fax# 493-5481 westby@mabeltel.coop	TEAMSTERS LOCAL 346 Rod Alstead 2802 West 1 st Street Duluth, MN 55806 (218) 628-1034 / Fax# 628-0246 teaml346@qwest.net

International Brotherhood of

BOILERMAKERS - IRON SHIP BUILDERS

9459 N.W. Highway 10, Suite 105
Ramsey, MN 55303-7280



Local Lodge No. 647

BLACKSMITHS - FORGERS & HELPERS

Luke A. Voigt
Business Manager/Secretary Treasurer
763-712-9930 . Fax: 763-712-9935

December 1, 2014

TO WHOM IT MAY CONCERN:

The following wage package changes listed below become effective 01/01/15 thru 12/31/2015 for Boilermakers Local Lodge #647. Per the Great Lakes Articles of Agreement for the year of 2015, there is a \$1.40 increase to be allocated by the membership. The \$1.40 has been allocated to go to a wage increase. The 647 Development and Training Fund (D&T) will increase \$.10 for a total contribution of \$.46 and the Apprenticeship Fund will increase \$.05 for a total of \$.40, per recent action taken by the employer group.

<u>CHANGES AS OF:</u>	<u>January 1, 2015</u>	<u>Effective:</u>	<u>01/01/2015</u>
Increase General Foreman	\$ 1.40	General Foreman Wage	\$ 38.65
Increase Foreman	1.40	Foreman Wage	36.65
Increase Journeyman	1.40	Journeyman Wage	34.15
Increase 647 D&T	.10	Pension Trust	14.14
Increase Apprenticeship Fund	.05	Annuity Trust	4.00
		Health & Welfare Fund	7.07
		Retiree Welfare Plan	.50
		Apprenticeship Fund	.40
		MOST	.34
		647 D&T	.46
		Deductions (after tax)	
		Vacation Trust	1.05
		647 Political Action Fund	.05

All other benefits and deductions remain the same for the Great Lakes Articles of Agreement as listed further in this letter.

Subsistence will be paid under the terms and conditions of the Great Lakes Articles of Agreement. For the provisions of the agreement on subsistence, Addendum A of the agreement states effective 01/01/2015 thru 12/31/2015 the daily rate of Subsistence is \$60.00 per day if a Boilermaker's permanent address is 50 miles from the jobsite.

Boilermaker-Blacksmith National Pension Trust (\$14.14), National Annuity (\$4.00), National Health & Welfare Fund (\$7.07), Boilermakers Great Lakes Region Retiree Welfare Plan (\$.50), Boilermakers 647 D&T Fund (\$.46), Boilermakers 647 Political Action Fund (\$.05 deducted after taxes), to be paid on hours PAID, not hours worked.

Page 2

Vacation Trust (\$1.05 deducted after taxes), Apprenticeship Fund (\$.40) and MOST (\$.34) are to be paid on hours WORKED.

647 Political Action Fund and 647 D&T Fund monies will be submitted to Local 647 on separate forms and will require separate checks for each fund.

Boilermakers receive time and one-half over the established workday of eight hours and all time worked on Saturdays. All time worked on Sundays and holidays are double time.

Effective November 1, 2011, Field Dues increased to 4.25% of the gross pay, which is remitted to Local 647.

An Emergency Work Addendum has been added to the Great Lakes Articles of Agreement which provides for time and one half rate of pay for unscheduled emergency outages. If you would like a copy of this addendum please contact Local 647.

This is the second year of the current agreement; effective 01/01/2016 there will be a \$1.40 increase to be allocated by the membership.

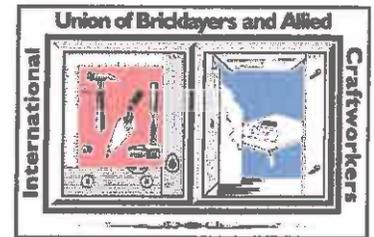
If you have any questions please call me at 763-712-9930.

Very truly yours,



Luke A. Voigt
Business Manager/Secretary Treasurer
Boilermakers Local Lodge #647

LAV/vm
opeiu #12



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J COOK
President/Secretary-Treasurer

To: All Associated General Contractors
Minnesota Masonry Contractors
Independent Contractors
Chapter #3
Duluth Area

Scope of the Agreement

This agreement shall cover all of the part of St. Louis County, south of a line between townships 54 and 55 (two miles north of Cotton), also the eastern half of Aitkin County on a line with the northeast boundary line of Mille Lacs County, also Carlton, Lake, Cook, Pine and Kanabec.

January 28, 2015

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL UNION 1 MINNESOTA / NORTH DAKOTA
DULUTH AREA – BRICKLAYERS, BLOCKLAYERS AND P.C.C.'S

This is to advise you that the new working agreement calls for a \$1.00 increase per hour on May 1, 2015. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2015 for members of the Bricklayers and Allied Craftworkers will be as follows:

WAGES	HEALTH \$BANK – RPP	HRA	IU & PPA PENSION	LOCAL PENSION	DUL ANN	DUL VAC	DUES	IMI	APPR	FCF	TOTAL
29.64	(5.65 + 1.10)	.88	(1.50 + .44)	6.70	3.85	2.00	1.23	.54	.30	.02	53.85

Base Rate: \$29.64
Vacation, Dues Check Off: \$3.23
Taxable Amount: \$32.87

FOREMAN RATE - The Foreman rate shall be an additional \$3.00 above the scale.

REFRACTORY - The Refractory Base Wage rate shall be \$31.14 with above fringe benefits.

VACATION PAY - Vacation Pay shall be pyramided in all overtime pay. Time and one-half = \$3.00
Double-time = \$4.00

Sincerely,

Michael J Cook

APPRENTICE WAGES

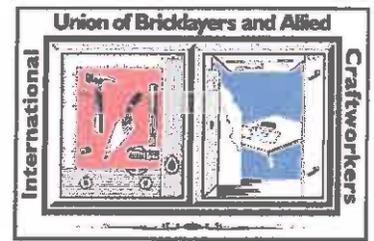
Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota
8 – 2015

BASE WAGE

TAXABLE

1st 1000 hours 50% - \$14.82	\$18.05*
2nd 1000 hours 55% - \$16.30	\$19.53*
3rd 1000 hours 65% - \$19.27	\$22.50*
4th 1000 hours 75% - \$22.23	\$25.46*
5th 1000 hours 85% - \$25.19	\$28.42*
6th 1000 hours 95% - \$28.16	\$31.39*

* Taxable wage - Includes Vacation and Dues



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966
FAX: 612/379-8754

MICHAEL J. COOK
President/Secretary-Treasurer

To: All Associated General Contractors
Minnesota Tile Contractors
Independent Contractors
Chapter #3
Duluth Area

Scope of the Agreement

This agreement shall cover the counties of St. Louis, Koochiching, Itasca, Aitkin, Carlton, Lake, and Cook. The agreement shall also cover all of the part of Pine County north of County Road 30 and include the city of Sandstone.

March 5, 2015

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA

DULUTH AREA - TILE LAYERS

This is to advise you that the new working agreement calls for a \$1.06 increase per hour on May 1, 2015. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2015 for members of the Bricklayers and Allied Craftworkers will be as follows:

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	LOCAL ANNUITY	VAC.	DUES	IMI	APPR	FCF	TOTAL
23.02	(5.65 + 1.10)	.71	(1.50 + .44)	6.70	4.68	.50	1.07	.46	.20	.02	46.05

Base Rate: \$23.02
Vacation, Dues Check Off: \$1.57
Taxable Amount: \$24.59

Foreman shall receive an additional \$1.00 above the scale.

Sincerely,

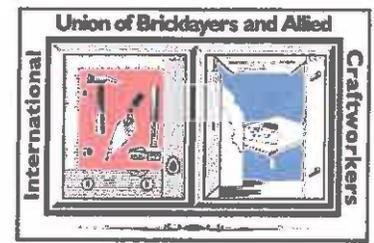
Michael J. Cook

Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota

APPRENTICESHIP WAGES

BASE WAGE	TAXABLE
1st 2000 hours 91% - \$20.95	\$22.52 *
2nd 2000 hours 94% - \$21.64	\$23.21 *
3rd 2000 hours 97% - \$22.33	\$23.90 *

* Taxable wage = Includes Dues



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
 Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966
 FAX: 612/379-8754

MICHAEL J. COOK
 President/Secretary-Treasurer

To: All Associated General Contractors
 Minnesota Tile Contractors
 Independent Contractors
 Chapter #3
 Duluth Area

Scope of the Agreement

This agreement shall cover the counties of St. Louis, Koochiching, Itasca, Aitkin, Carlton, Lake, and Cook. The agreement shall also cover all of the part of Pine County north of County Road 30 and include the city of Sandstone.

March 5, 2015

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL UNION 1 MINNESOTA / NORTH DAKOTA
DULUTH AREA - TILE FINISHERS

This is to advise you that the new working agreement calls for a \$.80 increase per hour on May 1, 2015. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2015 for members of the Bricklayers and Allied Craftworkers will be as follows:

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	LOCAL ANNUITY	VAC.	DUES	IMI	APPR	FCF	TOTAL
16.24	(5.65 + 1.10)	.50	(1.50 + .44)	6.70	.50	.50	.85	.35	.20	.02	34.55

Base Rate: \$16.24
 Vacation, Dues Check Off: \$1.35
 Taxable Amount: \$17.59

Sincerely,

Michael J. Cook

Michael J. Cook
 President / Secretary - Treasurer
 Bricklayers and Allied Craftworkers
 Local Union 1 Minnesota / North Dakota

APPRENTICESHIP WAGES

BASE WAGE	TAXABLE
1st 1000 hours 60% - \$9.74	\$11.09*
2nd 1000 hours 70% - \$11.37	\$12.72 *
3rd 1000 hours 80% - \$12.99	\$14.34 *
4th 1000 hours 90% - \$14.62	\$15.97 *

* Taxable wage = Includes Dues



Northern Minnesota

Local 361

Commercial & Residential Carpenter Wage Rates

Effective May 1, 2015

Classification	Percent (%)	Gross Wages	Deductions			Fringe Benefits					Total Package
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting		
Commercial Foreman (+2.00 Above JP)	100%	\$31.55	-\$1.30	-\$1.26	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$47.65	
Commercial Journeyman	100%	\$29.55	-\$1.30	-\$1.18	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$45.65	
Residential Foreman (+2.00 Above JP)	100%	\$27.12	-\$1.30	-\$1.08	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$43.22	
Residential Journeyman	100%	\$25.12	-\$1.30	-\$1.00	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$41.22	
Apprentice											
6125-7000	97%	\$28.66	-\$1.30	-\$1.15	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$44.76	
5250-6125	93%	\$27.48	-\$1.30	-\$1.10	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$43.58	
4375-5250	88%	\$26.00	-\$1.30	-\$1.04	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$42.10	
3500-4375	83%	\$24.53	-\$1.30	-\$0.98	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$40.63	
2625-3500	78%	\$23.05	-\$1.30	-\$0.92	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$39.15	
1750-2625	73%	\$21.57	-\$1.30	-\$0.86	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$37.67	
875-1750	68%	\$20.09	-\$1.30	-\$0.80	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$36.19	
0-875	63%	\$18.62	-\$1.30	-\$0.74	\$6.33	\$6.15	\$3.00	\$0.60	\$0.02	\$34.72	

Consisting of Carlton, Cook, Pine, and portions of Lake and St. Louis Counties in Minnesota and Douglas and Western Bayfield Counties in Wisconsin.

Residential work is defined as single family/duplex or smaller. All other work is considered commercial and should be paid accordingly.



Minnesota Highway Heavy

All Districts *

Piledriver Wage Rates

Effective May 1, 2015

Classification	Percent (%)	Gross Wages	Deductions		Fringe Benefits						Total Package
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting		
Foreman	100%	\$37.85	-\$1.15	-\$1.51	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$55.65	
Piledriver Journeyperson	100%	\$35.85	-\$1.15	-\$1.43	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$53.65	
Apprentice											
42-48 Months	95%	\$34.06	-\$1.15	-\$1.36	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$51.86	
36-42 Months	90%	\$32.27	-\$1.15	-\$1.29	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$50.07	
30-36 Months	85%	\$30.47	-\$1.15	-\$1.22	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$48.27	
24-30 Months	80%	\$28.68	-\$1.15	-\$1.15	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$46.48	
18-24 Months	78%	\$27.96	-\$1.15	-\$1.12	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$45.76	
12-18 Months	75%	\$26.89	-\$1.15	-\$1.08	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$44.69	
6-12 Months	72%	\$25.81	-\$1.15	-\$1.03	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$43.61	
0-6 Months	70%	\$25.10	-\$1.15	-\$1.00	\$6.33	\$9.45	\$1.40	\$0.60	\$0.02	\$42.90	

*NOTE: Gross wages for Piledriver Apprentices working in all districts are calculated using the respective percentages of a District 1 Piledriver Journeyperson. Fringe Benefit allocations are also the same as a District 1 Piledriver Journeyperson.

The following rates are per hour above Journeyperson Piledriver scale.

Foreman: \$2.00 Certified Welder: \$1.00 Welder: \$0.50 Diver: \$6.50 Tender: \$3.00 Creosote: \$0.75 Tunnel Work: \$0.30
 The diving crew shall have a Designated Person In Charge (DPIC) in accordance with OSHA regulations. The contractor must always assign a crew that complies with OSHA regulations and may increase the crew to meet productivity and safety requirements.

Diver's Expenses: \$100.00 per day for use of personal equipment and \$50.00 per day for use of air compressor.

May 1, 2016 Increase: \$1.61 to be allocated



Effective May 1, 2015

**Minnesota Highway Heavy
District 2**

Highway Heavy Carpenter Wage Rates

Classification	Percent (%)	Gross Wages	Deductions				Fringe Benefits				Total Package
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting		
Foreman	100%	\$36.11	-\$1.40	-\$1.44	\$6.33	\$7.35	\$2.80	\$0.60	\$0.02	\$53.21	
Journey person	100%	\$34.11	-\$1.40	-\$1.36	\$6.33	\$7.35	\$2.80	\$0.60	\$0.02	\$51.21	
Apprentice											
6125-7000	97%	\$33.09	-\$1.40	-\$1.32	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$49.99	
5250-6125	93%	\$31.72	-\$1.40	-\$1.27	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$48.62	
4375-5250	88%	\$30.02	-\$1.40	-\$1.20	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$46.92	
3500-4375	83%	\$28.31	-\$1.40	-\$1.13	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$45.21	
2625-3500	78%	\$26.61	-\$1.40	-\$1.06	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$43.51	
1750-2625	73%	\$24.90	-\$1.40	-\$1.00	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$41.80	
875-1750	68%	\$23.19	-\$1.40	-\$0.93	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$40.09	
0-875	63%	\$21.49	-\$1.40	-\$0.86	\$6.33	\$7.35	\$2.60	\$0.60	\$0.02	\$38.39	

Consisting of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, Pine and St. Louis Counties in Minnesota and in Wisconsin, Douglas and Western Bayfield Counties.

IMPORTANT NOTE TO CONTRACTORS: Wage Percentages for APPRENTICES ONLY match rates in the jurisdiction in which they are indentured. Please check with local training centers to find correct jurisdictional indenture rates.

May 1, 2016 Increase: \$1.54 to be allocated



**CEMENT MASONS, PLASTERERS AND SHOPHANDS
Local No. 633**

of Minnesota, North Dakota, and NW Wisconsin · AFL-CIO

312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414

Phone (612)379-1558 · Fax (612)379-1559

GREG MASSEY
*Financial Secretary
Business Manager*

DAVE SCHUTTA
President

JOSEPH DeRASMI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELLLENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

**TO: ALL NORTHERN MINNESOTA & NORTHWESTERN WISCONSIN
PLASTERING CONTRACTORS**

ATTN: PAYROLL DEPT, 2015 WAGE RATES

This Agreement shall govern work done in the areas defined as follows:
All of the following counties: Aitkin, Carlton, Cook, Itasca, Lake, St. Louis,
and that part of Pine County north of T.24N, as well as the following
counties in Wisconsin: Ashland, Bayfield, Douglas, Iron, Sawyer,
Washburn, Burnett, and Price.

EFFECTIVE MAY 1, 2015

BASIC WAGE*	HEALTH & HRA WELFARE	HRA	PENSION	SAVINGS*	TRAINING	TOTAL
31.24	7.23	2.00	7.94	(3.60)	.46	48.87

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$31.24 = \$46.86 TAXED, THEN MINUS \$3.60 FOR SAVINGS EACH HOUR) After all taxes are deducted from the Basic Wage rate, \$3.60 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	21.87
1001-2000 HRS	75%	23.43
2001-3000 HRS	80%	24.99
3001-4000 HRS	85%	26.55
4001-5000 HRS	90%	28.12
5001-6000 HRS	95%	29.68

TO: ALL IRON RANGE AREA CONTRACTORS





**CEMENT MASONS, PLASTERERS AND SHOPHANDS
Local No. 633**

of Minnesota, North Dakota, and NW Wisconsin · AFL-CIO
312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414
Phone (612)379-1558 · Fax (612)379-1559

GREG MASSEY
*Financial Secretary
Business Manager*

DAVE SCHUTTA
President

JOSEPH DeRASMI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2015 WAGE RATES - HIGHWAY/HEAVY DIVISION

This Agreement shall govern work done in the areas defined as follows:
All of the following counties: Aitkin, Carlton, Cook, Lake and that part of
Pine County north of T.24N, and that part of St. Louis County south of
T.55N, as well as the following counties in Wisconsin: Ashland, Douglas,
Bayfield, Burnett, Iron, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2015

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
33.70	7.23	1.75	7.94	(5.42)	.46	51.08

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$33.70 = \$50.55, TAXED, THEN MINUS \$5.42 FOR SAVINGS EACH HOUR) After all taxes are deducted from the Basic Wages, \$5.42 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	23.59
1001-2000 HRS	75%	25.28
2001-3000 HRS	80%	26.96
3001-4000 HRS	85%	28.65
4001-5000 HRS	90%	30.33
5001-6000 HRS	95%	32.02



CEMENT MASONS, PLASTERERS AND SHOPHANDS Local No. 633

of Minnesota, North Dakota, and NW Wisconsin · AFL-CIO

312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414

Phone (612)379-1558 · Fax (612)379-1559

GREG MASSEY
Financial Secretary
Business Manager

DAVE SCHUTTA
President

JOSEPH DeRASMI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGÉR
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2015 WAGE RATES - BUILDERS DIVISION

This Agreement shall govern work done in the areas defined as follows: All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of the northern boundaries of Dell Grove, Sandstone and Danforth townships, and that part of St. Louis County south of Co Rd 967 which is two miles north of Cotton on Hwy #53, as well as the following counties in Wisconsin: Douglas, Bayfield, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2015

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
30.61	7.23	1.25	7.94	(5.02)	.46	47.49

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$30.61 = \$45.92 TAXED, THEN MINUS \$5.02 FOR SAVINGS EACH HOUR)
After all taxes are deducted from the Basic Wage rate, \$5.02 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$2.00 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	21.43
1001-2000 HRS	75%	22.96
2001-3000 HRS	80%	24.49
3001-4000 HRS	85%	26.02
4001-5000 HRS	90%	27.55
5001-6000 HRS	95%	29.08



INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

LOCAL UNION NO. 9
 433 Little Canada Road E.
 Little Canada, MN 55117

AFFILIATED WITH THE AFL-CIO
 Phone: (651) 287-0817
 Fax: (651) 287-0820

Wage & Fringe Benefits: January 1, 2015

To: All Employers doing Business within the Jurisdiction of IUEC Local 9

Subject: Wage rates effective January 1, 2015 – IUEC Local 9

Minnesota, North Dakota and Western Wisconsin

In accordance with the provisions of Article V of the current labor agreement (2012-2017) between all signatory employers and the International Union of Elevator Constructors, the following rates shall be effective on January 1, 2015:

Mechanic In Charge.....	(112.5%)	\$50.55
Mechanic.....	(100.0%)	\$44.93
4 th Year Apprentice.....	(80.0%)	\$35.94
3 rd Year Apprentice.....	(70.0%)	\$31.45
2 nd Year Apprentice.....	(65.0%)	\$29.20
1 st Year Apprentice.....	(55.0%)	\$24.71
Probationary Apprentice.....	(50.0%)	\$22.47
Helper.....	(70.0%)	\$31.45

The company will make fringe benefit contributions per hour worked in accordance with the following schedule:

Health Benefit Plan.....	\$13.575
Pension.....	\$ 8.46
Annuity.....	\$ 5.75
Education.....	\$ 0.60
Elevator Ind. Work Preservation Fund.....	\$ 0.30
TOTAL.....	\$28.685

Vacation: 6% Hourly pay under 5 years

8% Hourly pay over 5 years

LOCAL UNION #242

Effective Dates	05/31/15	05/29/16	06/04/17	06/03/18
JW Rate	\$33.90	\$35.01	\$35.92	\$36.80
Foreman	12.5%	12.5%	13.0%	13.0%
General Foreman	22.5%	22.5%	23.0%	23.0%
NEBF	3.00%	3.00%	3.00%	3.00%
Vacation	11.00%	11.00%	11.00%	11.00%
H & W	27.64%	26.76%	26.75%	26.77%
Local Pension	13.55%	13.55%	13.55%	13.55%
Annuity	16.00%	16.00%	16.00%	16.00%
**Total Package	\$58.05	\$59.65	\$61.20	\$62.70
LLMCC Employee .02	\$58.03	\$59.63	\$61.18	\$62.68
Total Package %	71.19%	70.31%	70.30%	70.32%

****These total packages do not include Apprenticeship (1%), NECA Service Charges (1.25%), Admin. Maint. Fund (.006%/hr.), NLMCC (.01 cent/hr.), or LLMCC (.04 cents/hr.).**

Apprenticeship	1% / .34	1% / .35	1% / .36	1% / .37
Service Charge	1.25% / .42	1.25% / .44	1.25% / .45	1.25% / .46
NLMCC	0.01	0.01	0.01	0.01
Local LMCC	0.04	0.04	0.04	0.04
Admin Maint Fund	0.20	0.21	0.22	0.22
	1.01	1.05	1.08	1.10

401k deduction - \$1.00, \$3.00 & \$5.00 per hour (at employees discretion)

Subsistence for all jobs outside of 35 mile radius of Lake Ave & Superior Street in Duluth - \$15.00
 Subsistence for all jobs outside of 70 mile radius of Lake Ave & Superior Street in Duluth - \$50.00

DULUTH APPRENTICE WAGE RATE INFORMATION

6th	6,500 - 8,000	85%	Full Benefits - 5th year
5th	5,000 - 6,500	75%	Full Benefits - 4th year
4th	3,500 - 5,000	65%	Full Benefits - 3rd year
3rd	2,000 - 3,500	55%	Full Benefits - 2nd year
2nd	1,000 - 2,000	50%	H & W / NEBF - 1st year



INTERNATIONAL ASSOCIATION OF

Heat & Frost Insulators & Allied Workers

Local 49

2002 London Road
Duluth, MN 55812

Tel: 218-724-3223
Fax: 218-724-1870
Cell: 218-590-0374

May 28, 2015

To whom it may concern,

The allocation of the wage increase effective June 1st 2015 is as follows:

Base Wage	\$27.82	\$21.18	\$18.64	\$16.14	\$13.59
Savings	\$8.00	\$6.00	\$4.76	\$3.50	\$2.26
Union Dues	\$3.49	\$2.79	\$2.44	\$2.09	\$1.75
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85
Pension	\$9.00	\$7.20	\$5.76	\$4.30	\$2.86
Local Training	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Nat'l Training	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Industry Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
LMCT	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total	\$55.71	\$44.57	\$39.00	\$33.43	\$27.86
<i>Total Taxable</i>	<i>\$39.31</i>	<i>\$29.97</i>	<i>\$25.84</i>	<i>\$21.73</i>	<i>\$17.60</i>

Please feel free to call the Local office with questions or concerns.

Sincerely,

David Cartwright
Business Manager

Affiliated with
the AFL-CIO,
Building and
Construction
Trades
Department,
Metal Trades
Department
and Canadian
Labour Congress



PRINTED
IN
U.S.A.

Twin Cities Ironworkers Apprenticeship & Training

Local 512 · A.G.C.

835 Pierce Butler Route · St. Paul, Minnesota 55104
JATC Office Phone: 651-489-3829 · JATC Office Fax: 651-489-1440

Larry Gilbertson *Director of Training*

email: larry@iw512jac.com



Attention: Payroll Department

Enclosed is the following wage information regarding Ironworkers Local No. 512 apprentices:

- Applicable wage and percentage rates for apprentices effective May 1, 2015
- List of apprentices graduating to journey person status effective May 1, 2015.
- List of apprentices with the applicable pay and percentage rates for Regions A, B and C. Please use this updated list because there may be first year apprentices that have received credit for past work experience and education since the last mailing.
- Apprentice Performance Report – please have the foreman/superintendent complete one for each apprentice and email or fax back to the Training Center. This will enable us to ensure that the apprentices are receiving the necessary training for the job.

Please adjust your payroll records accordingly.

In addition, we would like to email the wage information to your company instead of via mail. Please email Lori at lori@iw512jac.com the email address you would like to use to receive information on apprentices' wages. Thank you.

If you have any questions, please contact me.

Sincerely,

Larry Gilbertson
Director of Training

APPRENTICE WAGE SCALE

The wage scale listed below is effective 5/1/15 to 10/31/15.

Regions A, B & C wages are as follows:

<u>PERIOD</u>	<u>%</u>	<u>REGION A RATE EFFECTIVE 5/1/15</u>	<u>REGION B RATE EFFECTIVE 5/1/15</u>	<u>REGION C RATE EFFECTIVE 5/1/15</u>
1st - 6 months	70	\$24.85	\$21.73	\$20.86
2nd - 6 months	75	\$26.63	\$23.28	\$22.35
3rd - 6 months	80	\$28.40	\$24.83	\$23.84
4th - 6 months	85	\$30.17	\$26.38	\$25.33
5th - 6 months	90	\$31.95	\$27.94	\$26.82
6th - 6 months	95	\$33.72	\$29.49	\$28.31

Apprentices receive all fringe benefits listed below:

	<u>DEFINED BENEFIT PENSION</u>	<u>DEFINED CONTRIBUTION PENSION</u>	<u>HEALTH & WELFARE</u>	<u>APPRENTICE/ TRAINING FUND</u>	<u>IMPACT</u>	<u>FAIR CONTRACTING FOUNDATION</u>	<u>TOTAL PACKAGE</u>
Region A	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$23.74
Region B	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$23.74
Region C	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$23.74

Region A Journeyman rate is \$35.50 effective 5/1/15

Region B Journeyman rate is \$31.04 effective 5/1/15

Region C Journeyman rate is \$29.80 effective 5/1/15

May 1, 2015

The following seventy (70) graduating apprentices from Regions A, B and C will be upgraded to journeyperson status effective May 1, 2015.

REGION A

- | | | |
|------------------------|---------------------------------|----------------------|
| 1. Arnal, Mike | 20. Hite, Jr., Todd | 38. Sanders, Garrett |
| 2. Bertilson, Jesse | 21. Jochim, Michael | 39. Seidel, Buster |
| 3. Blair, Nate | 22. Johnson, Ivan | 40. Sigala, Alex |
| 4. Bourgal II, Tom | 23. Justen, Tyler | 41. Sozio, Chris |
| 5. Breitenbucher, Dan | 24. Linder, Glen | 42. Steffens, Alex |
| 6. Buchanan, Robert | 25. Mangum, Matt | 43. Stellick, Kyle |
| 7. Burke, Sam | 26. Maull, Damell | 44. Tripp, Jeremiah |
| 8. Conrad, Nick | 27. Mickle Van Sickle,
Shawn | 45. Vieths, Stephen |
| 9. Cook, Brian | 28. Miskavige, Jacob | 46. Warner, Joe |
| 10. Cooke, Cody | 29. Miskavige, Jr., Tim | 47. West, Dakota |
| 11. Dalager, Dale | 30. Monson, Neil | |
| 12. DeMarre, Nick | 31. Novotny, Dustin | |
| 13. Dinsmore, William | 32. Pearson, Matt | |
| 14. Downs, Megan | 33. Pederson, Jordan | |
| 15. Duscher, Brian | 34. Peters, Ben | |
| 16. Filipczak, Michael | 35. Rodeck, Ryan | |
| 17. Haack, Nate | 36. Roden, Derek | |
| 18. Hackett, BillieRae | 37. Sanders, Andrew | |
| 19. Hellquist, Jon | | |

REGION B

- | | | |
|--------------------|---------------------|---------------------|
| 1. Anderson, Isaac | 8. Koivisto, Shay | 15. Prentice, Grant |
| 2. Asuma, Michael | 9. Landwehr, Matt | 16. Spindler, Cole |
| 3. Bragee, Matt | 10. Larson, Tyler | 17. Switzer, Tom |
| 4. Buskala, Ashlee | 11. Lyons II, James | 18. Trader, Erik |
| 5. Fischer, Andrew | 12. Olson, Dain | 19. Vollmer, Jake |
| 6. Godbout, Jamie | 13. Pearson, Ken | |
| 7. Johnson, Marcus | 14. Povhe, Ben | |

REGION C

- | | |
|--------------------|------------------|
| 1. Early, Sean | 3. Roden, Tyler |
| 2. Morris, Russell | 4. Gross, Kurtis |

REGION A APPRENTICES
ST. PAUL, MN

95%=\$33.72

1. Billings, George
2. O'Reilly, Adam
3. Sobtzak, James

90%=\$31.95

1. Cook, Cory
2. Dulas, BJ (William)
3. Fidler, Melinda
4. Gill, Raivadus
5. Holtzbauer, Justin
6. Horsley, Kristofer
7. Jacobs, Mitchell
8. Johnson, Brian
9. Johnson, Jesse
10. Kuchta, Karl
11. Lanphear, Joseph
12. Latkiewicz, Michael
13. Lemieux, Andy
14. Lentsch, Rory
15. Mahowald, Matthew
16. Merritt, Anthony
17. Moebakken, Edward
18. Monn, Thomas
19. Mooney, Michael
20. Nelson, Nicholas
21. Neubauer, Daniel
22. New, Michael
23. Norby, Alex
24. Nordlund, Andrea
25. Peters, Mike
26. Phillips, Jeremy
27. Pieper, Brian
28. Ricks, Lane
29. Rodriguez-Garcia, Edwin
30. Ryan, John
31. Schneider, Heidi
32. Smith, Juan
33. Stover, Lorina
34. Sutton, Casey
35. Tricola, Paul
36. Waldner, Matthew
37. Wild, Eric

REGION A APPRENTICES
ST. PAUL, MN

85%=\$30.17

1. Andersen, Adam
2. Andraschko, Ryan
3. Billings, Jeremiah
4. Blue, Sireena
5. Burns, Joe
6. Carvajal, Adrian
7. Cavazos, Fernando
8. Clowe, Kasey
9. D'Ambra, Joseph
10. Darst, Ashley
11. Davis, Dominic
12. Drake, Alexander
13. Folk, Doug
14. Green, Lance
15. Haviken, Tim
16. Hedican, Patrick
17. Jackson, Jason
18. Johnson, Keith
19. Kackman, Aaron
20. Kampa, Daniel
21. Kath, Brandon
22. Klimstra, Travis
23. Kray, Tim
24. Martin, Christopher
25. Massie, Alonzo
26. McPartland, Ryan
27. Meyer, Maxwell
28. Moore, Jr., Toussaint
29. Neubauer, Adam
30. Palacios, Cecilio
31. Peterson, Joseph
32. Petron, Seith
33. Reichert, Jedidiah
34. Reinardy, Randy
35. Rosales, Miguel
36. Shoutz, Brandon
37. Smith, Juan
38. Stoehr, Joe
39. Strong, Brandon
40. Tator, Michael
41. Teigland, Reid
42. Twidt, Kelly
43. Walker, Victor
44. Wallack, Daniel
45. Warner, Jeffrey
46. Yang, Jerry
47. Ziebol, Kellan
48. Ziegler, Robert

REGION A APPRENTICES
ST. PAUL, MN

80%=\$28,40

1. Berg, Kyle
2. Berglund, Christopher
3. Birdsall, Shawn
4. Blakesley, Jared
5. Brown, Nashaw
6. Buck, Collin
7. Carpenter, Daniel
8. Casey, Sean
9. Christiansen, Chad
10. Christofferson, Cory
11. Danaher, Joshua
12. Fitzpatrick, James
13. Frank, Eric
14. Gapen, Dan
15. Goerger, Adam
16. Graddy, Devon
17. Hamm, Allan
18. Hanninen, Cody
19. Hilde, Ryan
20. Hillmyer, Tim
21. Hostutler, Blake
22. Hylton, Matthew
23. Johnson, Brandon
24. Johnson, Joseph
25. Kleinsasser, Wyatt
26. Kolstad, Cody
27. Korum, Anthony
28. Kotzer, Ryan
29. Kuck, Jesse
30. Lewis-Alvarez, David
31. Lindell, Luke
32. Lopez, Roger
33. Lubansky, Luke
34. Lusignan, Torey
35. Lyseth, Andrew
36. McCabe, Jon
37. Megega, Valeriy
38. Messerschmidt, Ryan
39. Milbrandt, Michael
40. Minor, Derek
41. Neumann, Jesse
42. Nierman, Sam
43. Novak, Nathaniel
44. O'Brien, Jacob
45. Pearl, Mollie
46. Peterson, Matthew
47. Pogones, Jesse
48. Reinardy, Jared
49. Rodriguez, Cris
50. Rosenbush, Nathan
51. Ruzynski, Rusty
52. Sapp, Matthew
53. Schwantes, James
54. Scott, Sylvester
55. Smith, Ivan
56. Swain, Keegan
57. Tuffigno, Charles
58. Turner, Brenda
59. Walthier, Jennifer
60. Wheeler, Kyle
61. Wissler, Michael
62. Workman, Christopher
63. Yang, Kim
64. Zachman, Jayson
65. Zinos, Alexander

REGION A APPRENTICES
ST. PAUL, MN

75%=\$26.63

1. Barnes, Bert
2. Coyer, Travis
3. DeBace, Mark
4. Deschene, Adam
5. Garletz, Joe
6. Gossman, Payten
7. Goodsky, Jordan
8. Hansen, Wyatt
9. Heroff, Jr, Keith
10. Howell, Aaron
11. Huebscher, Jeffery
12. Johnson, Andrew
13. Johnson, Justin
14. Kinches, Tara
15. Kopyagorodskiy, Eduard
16. Leseman, Zachary
17. Mahowald, Nicholas
18. Mahowald, Stuart
19. Martin, Marandus
20. Meeks, Zachery
21. Metobo, Polycarp
22. Moncada, Genry
23. Montgomery, Justen
24. O'Walley, Jonathan
25. Palmer, Brandon
26. Petty, Dennis
27. Pitoscia, Matthew
28. Pliego-Quintero, Juan
29. Potter, Lawrence
30. Roquemore II, Freeman
31. Sell, Chad
32. Sherry, Todd
33. Shrader, Tyler
34. Shrode, Andria
35. Smith, Richard
36. Swenson, Brody
37. Thole, Mark
38. Tweten, Trent
39. Ugro, Michael
40. Wolff, Caleb
41. Yingling, Ross

REGION A APPRENTICES
ST. PAUL, MN

70%=\$24.85

1. Abston, Trent
2. Albertson, Levi
3. Asquith, Sarah
4. Baker, Jacob
5. Bauman, Grace
6. Bettis, Kenneth
7. Bondeson, Brandon
8. Booth, Matthew
9. Cembrinski, Ryan
10. Cobb, Josef
11. Davies, Max
12. Demanou, Jean
13. Din, Makara
14. Donaghue, Russell
15. Dougherty, Jason
16. Duerst, Jack
17. Ellis, Mitchell
18. Ellison, Patrick
19. Epperson, Aron
20. Farnsworth, Philip
21. Finch, Walter
22. Freeman, Winston
23. Guild, Michael
24. Hamilton, Demetrius
25. Hendrickson, Wesley
26. Jackson, Debra
27. Jensen, Kody
28. Johnson, Andrew
29. Johnson, Caleb
30. Johnson, Jake
31. Junker, Jordan
32. Kaufert, Corey
33. Koch, Matthew
34. Koller, Brandon
35. Kujawa, Jed
36. Larson, Troy
37. Laulunen, Ebbelisa
38. LeMay, Michael
39. Linders, Jordan
40. Lochen, Shani
41. Marten, Derek
42. Martinez Perez, William
43. McCloskey, Jonathan
44. Meyer, Edward
45. Mitchell, Robert
46. Munion, Patrick
47. Nervig, Matthew
48. Neumann, Martin
49. Neumann, Paul
50. Neuschwander, Jake
51. Nguyen, Caophi
52. Nordman, Alan
53. Palmer, Nicholas
54. Patton-Alvarez, Alonzo
55. Paxton, Jason
56. Peace, Brian
57. Pearson, Dante
58. Porter, Joseph
59. Potts, Garet
60. Rathbun, Trevor
61. Rivera, John
62. Robeck, Kyle
63. Rogerson, Demontez
64. Ruschmeier, Ryan
65. Rust, Jack
66. Saas, Brandon
67. Sames, Luke
68. Sanders, Andrew
69. Scherber, Travis
70. Schickling, Eric
71. Scott, Matthew
72. Sebion, Riley
73. Seifert, Travis
74. Smith, Fabian
75. Smoczyk, Paul
76. Stamper, Travis
77. Teigland, Robert
78. Thompson, Dylan
79. Toney, Patrick
80. Trevino, Jesus
81. Tschida, Jacob
82. Turcotte, Nathane

REGION A APPRENTICES
ST. PAUL, MN

70%=\$24.85

- 83. Turner, Michael
- 84. Vandeverre, Sheila
- 85. Weinke, Maxwell
- 86. Welch, Travis
- 87. Whitman, Mark
- 88. Wigand, Jason
- 89. Weiland, Dustin
- 90. Wright, Eliot
- 91. Wright, Ryan
- 92. Zahler, Benjamin

REGION B APPRENTICES
HERMANTOWN, MN

95%=\$29.49

1. Anderson, Dean
2. Betts, Casey
3. Bishop, Scott
4. Buffalo, Kurt
5. Edblom, Adam
6. Harju, Jordan
7. Higgins, Michael
8. Johnson, Dakota
9. Lahti, Stuart
10. Nikunen, Evan
11. Nylund, Timothy
12. Olson, Erik
13. Rahja, Dustin
14. Salo, Trevor
15. Schaefer, Josh
16. Seppanen, Peter
17. Smith, Tony
18. Stokes, Micah
19. Templar, Colton
20. VanGuilder, Shawn
21. Worth, Jeff

90%=\$27.94

1. Arnold, Tyler
2. Badavinac, Bron
3. Buse, Kelly
4. Carswell, Jeff
5. Christianson, Jorm
6. Harris, Josh
7. Hatfield, Chad
8. Hicks, Derek
9. Jensen, Nicholas
10. Kolb, Taylor
11. Kraemer, Derek
12. Mendoza, Joseph
13. Morse, Travis
14. Nichols, Jeremy
15. Sebesta, Jared
16. Torgerson, Jared
17. Wekseth, Cody

85%=\$26.38

1. Engen, Katie
2. Kowitz, Benjamin

REGION B APPRENTICES
HERMANTOWN, MN

80%=\$24.83

1. Almer, Garrett
2. Bean, Kyle
3. Bonstell, Justin
4. Conaway, Patrick
5. Cooper, Jonathan
6. Davin, Nathan
7. Fallos, Jake
8. Fogelberg, David
9. Forrest, Thomas
10. Gibson II, Thomas
11. Gustafson, Tyler
12. Hink, William
13. Holecek, Adam
14. Jakska, Hector
15. Johnson, Greg
16. Johnson, Jerod
17. Jokinen, Chaise
18. Kolb, Jonathan
19. Lovdahl, Zachary
20. MacDougall, Chad
21. McConnell, Jonathan
22. Palmisano, Anthony
23. Pitzen, Clay
24. Prasnicky, Cody
25. Rinta, Dustin
26. Shamp, Barry
27. Turkuila, Joshua
28. Tveiten, Curtis

75%=\$23.28

1. Olson, Jeff
2. Pederson, Brandon

REGION B APPRENTICES
HERMANTOWN, MN

70%=\$21,73

1. Allen, Aaron
2. Almer, Wade
3. Anderson, Anthony
4. Anderson, Cody
5. Anderson, Jacob
6. Anderson, Jason
7. Anderson, Zachary
8. Ayers, Justin
9. Barnes, Nicholas
10. Bates, Garrett
11. Benepe Bischoff,
Jonathan
12. Berg, Andy
13. Bober, Tanner
14. Bock, Nicholas
15. Bryant, Jared
16. Burnside, Jaye
17. Carlson, Daniel
18. Cordero, George
19. Cortes, Rodrigo
20. Couture, Joseph
21. Emery, Kendall
22. Erickson, Michael
23. Evanson, Beau
24. Eyer, Mickey
25. Fabini, Laura
26. Fenhouse, Joshua
27. Feth, Josiah
28. Fisher, Kyle
29. Forsman, Kenny
30. Frey, Jason
31. Gaare, Phillip
32. Gavol, Ezekiel
33. Gunderson, Bruce
34. Harrison, Jr., Gregory
35. Hart, Lukas
36. Huffman, Joshua
37. Humphrey, Justice
38. Isham, William
39. Jackman, Tyler
40. Jackson, Jacob
41. Johnson, Tristan
42. Johnson, Zachary
43. Johnston, Christopher
44. Kuhlman, Walker
45. Laine, Peter
46. Lamoreaux, James
47. Lamoreaux, William
48. Lamphier, Scott
49. Larsen, Taylor
50. LeBrasseur, Corey
51. LeFebvre, Ben
52. LePage, Robert
53. Lincoln, Joseph
54. Lind, Bradley
55. Lind, Brian
56. Littlehawk, Jeremiah
57. Lueck, Kyle
58. Mackenhausen,
Hunter
59. Manee, Patric
60. Manning, Kent
61. Martin, Gregory
62. McGregor, Matthew
63. McQuade, Robert
64. Mehtala, Scott
65. Meyer, Justin
66. Miller, Dinero
67. Olson, Trent
68. Orloff, Bryce
69. Parson, Kurt
70. Perry, Dustin
71. Perry, Jeremy
72. Petersen, Tanner
73. Peterson, Joseph
74. Petrey, Tyler
75. Pletschett, Taylor
76. Podgorsek, Matthew
77. Poissant, Matthew
78. Povhe, Bradley
79. Quade, Daniel
80. Ressler, John
81. Rivord, Tylor
82. Roske, Shawn
83. Saari, Travis
84. Salo, Spencer
85. Sanoski, Matthew
86. Shumate, Jeremy
87. Singewald, Brandon
88. Skaggs, Nicholas
89. Slocum, Kanyon
90. Smerz, Mitchell
91. Sojka, Steve
92. Spolar, Cory
93. Stofa, David
94. Suonvieri, Evan
95. Tassoni, Anthony
96. Terry, William
97. Trunt, Luke
98. Turkula, Justin
99. Tyson, Cody

REGION B APPRENTICES
HERMANTOWN, MN

70%=\$21.73

- 100. Ulliyott, Jr., Scot
- 101. Villeneuve,
Braden
- 102. Wagner, Zach
- 103. Walker, Tyrone
- 104. Wehmanen,
Nicholas
- 105. White, Darrell
- 106. Wichterman,
Daniel
- 107. Wilhelm, Jeremy
- 108. Winger, Richard
- 109. Zakula, Aaron
- 110. Zakula, Jeffrey
- 111. Zoltak IV, Elmer

REGION C APPRENTICES
MANDAN, ND

95%=\$228.31

1. Ackerman, John
2. Fender, William
3. Hayes, Joey
4. Kalstabakken, Marvel
5. Medina, Jose
6. Salgado, Henry

90%=\$226.82

1. Augustin, Jakob
2. Bachiochi, Jake
3. Hatten, Michael
4. Loken, Christopher
5. Medina, Jose
6. Salgado, Henry
7. Singelton, Matt
8. Snyder, Matt
9. Voegele, Brandon
10. Warren, Jeremy
11. Zinke, Lane

80%=\$223.84

1. Alanis, Rueben
2. Bachler, Ryan
3. Branstetter, Ben
4. Gappert, Dillan
5. Green, Dustin
6. Gustin, Damen
7. Komrosky, Edwin
8. Lux, Dylan
9. Matheson, Michael
10. Miltich, Jacob
11. Owens, Phil
12. Pfeiffer, David
13. Poitra, Jacob
14. Poitra, Jr., Duane
15. Rawley, Jonah
16. Winniecki, Derek
17. Zinke, Logan

REGION C APPRENTICES
MANDAN, ND

70%=\$20.86

1. Airhart, Joseph
2. Bjerkness, Brandon
3. Estable-Mora, Juan
4. Grounds, Jon
5. Herbst, Jeff
6. Linstad, Cody
7. Lobato, Julian
8. Mittlesteadt, Matthew
9. Olson, Lee
10. Pavlicek, Zach
11. Peltier, Wyatt
12. Pike, Zach
13. Pritchard, Jeremiah
14. Runge, Ryan
15. Runge, Ryan
16. Schweigert, Eric

APPRENTICE WORK PERFORMANCE REPORT

CONFIDENTIAL

Apprentice: _____ Region A Region B Region C

Training Period 1st year, 2nd year or 3rd year Employer: _____
(Circle applicable training period if known)

Scoring – 0 = poor.....10 = best

ATTENDANCE & TARDINESS

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

ON THE JOB PERFORMANCE (Reliability)

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

ATTITUDE (Positive Attitude, Shows Leadership Ability)

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

INITIATIVE & PRODUCTIVITY (Ambition & Effort)

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

COMPREHENSION & ABILITY (Shows interest in learning job)

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

COOPERATION & CONDUCT (Ability to work with others)

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

SAFETY & AWARENESS

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

QUALITY OF WORK & ACCURACY

RATING: 0 1 2 3 4 5 6 7 8 9 10

COMMENTS: _____

TOOLS: FEW SOME MANY CONDITION: POOR OK EXCELLENT

COMMENTS: _____

REVIEWED BY Forman/Supervisor _____ DATE: _____

PLEASE MAIL OR FAX THIS REPORT TO THE FOLLOWING:
Twin Cities Ironworkers Apprenticeship & Training Program
835 Butler Route – St. Paul, MN. 55104
JATC Office & Training Center Phone: 651-489-3829 – Fax: 651-489-1440
Pete Teigland, Training Coordinator – Region A
Brian Nelson – Training Coordinator – Region B

BUILDING WAGE RATES

Duluth/Cloquet Local #1091

Effective May 1, 2015:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	SAFE	Total
1	\$ 23.54	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 40.04
2	\$ 23.64	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 40.14
3	\$ 23.94	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 40.44
4	\$ 24.24	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 40.74
5	\$ 21.19	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 37.69

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 18.83	\$ 2.10	\$ 7.55	\$ 6.40	\$ 0.22	\$ 0.08	\$ 0.15	\$ 35.33
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Foreman/Leadman \$1.50 above highest classification employed in.

Effective May 1, 2016 - \$1.25 increase per hour

*** Vacation is a taxable wage and shall be paid for all hours worked and at 1 1/2 or 2 times the hourly rate when overtime is worked.

"All" Fringes are to be sent to :

Minnesota Laborers' Fringe Benefits Fund
 P. O. Box 124
 Minneapolis, MN 55440-0124
 (651) 256-1800

HIGHWAY HEAVY WAGE RATES

District 2A - Duluth Local #1091

Effective May 1, 2015:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	FCF	Total
1	\$ 28.11	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 44.78
2	\$ 28.31	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 44.98
3	\$ 28.46	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 45.13
4	\$ 28.56	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 45.23
5	\$ 28.81	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 45.48
6	\$ 30.61	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 47.28
7	\$ 24.56	\$ 2.30	\$ 7.55	\$ 6.25	\$ 0.22	\$ 0.08	\$ 0.02	\$ 40.98

Increase May 1, 2016: \$1.57 Allocation of increase TBD

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 22.49	\$ 2.30	\$ 7.55	\$ 6.50	\$ 0.22	\$ 0.08	\$ 0.02	\$ 39.16
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Pipelayer, Laser Beam (sewer, water, gas) Classification 6 rate.
Foreman/Leadman \$1.50 above highest classification employed in.
General Foreman \$2.25 above Foreman scale (appointed at employers discretion).

*** Vacation is a taxable fringe and part of the gross wage, it shall be paid for all hours worked and at 1 1/2 or 2 times the hourly rate when overtime is worked

"All" Fringes are to be sent to :

Minnesota Laborers' Fringe Benefits Fund
 P. O. Box 124
 Minneapolis, MN 55440-0124
 (651) 256-1800



LOCAL 1348 MILLWRIGHT AGREEMENT

NORTHERN MINNESOTA

MILLWRIGHTS & MACHINE ERECTOR WAGE RATES

Effective May 3, 2015

Classification		Percent (%)	Gross Wages	Deductions		Fringe Benefits					Total Package
				Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Industry Promo Fund	
General Foreman	F + \$1.75	100%	\$36.57	-\$3.50	\$1.46	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$51.35
Foreman	JP + \$2.25	100%	\$34.82	-\$3.50	\$1.39	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$49.60
Journeyman		100%	\$32.57	-\$3.50	\$1.30	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
Apprentice	6001-7000	95%	\$30.94	-\$3.50	\$1.24	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$45.72
	5001-6000	90%	\$29.31	-\$3.50	\$1.17	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$44.09
	4001-5000	85%	\$27.68	-\$3.50	\$1.11	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$42.46
	3001-4000	80%	\$26.06	-\$3.50	\$1.04	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$40.84
	2001-3000	75%	\$24.43	-\$3.50	\$0.98	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$39.21
	1001-2000	70%	\$22.80	-\$3.50	\$0.91	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$37.58
	0 - 1000	65%	\$21.17	-\$3.50	\$0.85	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$35.95

Covering the following Counties in the State of Minnesota, Aitkin, Becker, Beltrami, Carlton, Cass, Clearwater, Cook, Lake, Crow Wing, Hubbard, Itasca, Kittson, Koochiching, Lake of the Woods, Manomen, Marshall, Norman, Otter Tail, Pennington, Red Lake, Roseau, St. Louis, Wadena, Wilkin and that part of Clay County outside of a 5 mile radius of Moorhead and that part of Polk County outside of a 5 mile radius of East Grand Forks. In Wisconsin the County of Douglas and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, including the cities of Drummond and Herbster.

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 49
FOR THE:**

HIGHWAY AND HEAVY WAGES EFFECTIVE MAY 1, 2015

EASTERN METROPOLITAN ZONE-(ZONE 1) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$34.78	**	\$8.70	\$1.00	\$7.70	\$.50	\$52.68	\$.02	\$.04
2	33.78	**	8.70	1.00	7.70	.50	51.68	.02	.04
3	33.23	**	8.70	1.00	7.70	.50	51.13	.02	.04
4	32.93	**	8.70	1.00	7.70	.50	50.83	.02	.04
5	29.89	**	8.70	1.00	7.70	.50	47.79	.02	.04
6	28.68	**	8.70	1.00	7.70	.50	46.58	.02	.04

REMAINDER OF EASTERN ZONE-(ZONE 2) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$32.12	**	\$8.70	\$1.00	\$7.70	\$.50	\$50.02	\$.02	\$.04
2	31.12	**	8.70	1.00	7.70	.50	49.02	.02	.04
3	30.67	**	8.70	1.00	7.70	.50	48.57	.02	.04
4	30.37	**	8.70	1.00	7.70	.50	48.27	.02	.04
5	27.80	**	8.70	1.00	7.70	.50	45.70	.02	.04
6	26.93	**	8.70	1.00	7.70	.50	44.83	.02	.04

WESTERN ZONE-(ZONE 3) -See Wage District Map-

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H/W	HRA	Pension	Appren.	Totals	FCF \$.02	“Voluntary” NOT Incl. in total Pkg IPF \$.04
1	\$26.85	**	\$8.70	\$1.00	\$7.70	\$.50	\$44.75	\$.02	\$.04
2	25.85	**	8.70	1.00	7.70	.50	43.75	.02	.04
3	24.92	**	8.70	1.00	7.70	.50	42.82	.02	.04
4	24.61	**	8.70	1.00	7.70	.50	42.51	.02	.04
5	22.90	**	8.70	1.00	7.70	.50	40.80	.02	.04
6	22.30	**	8.70	1.00	7.70	.50	40.20	.02	.04

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49
RATES FOR THE:

BUILDERS AGREEMENT – MINNESOTA

WAGES EFFECTIVE MAY 1, 2015 - ZONE 1

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$37.74	*	\$8.70	\$.25	\$7.70	\$.50	\$54.89	\$.02	\$.04
2	\$37.40	*	\$8.70	\$.25	\$7.70	\$.50	\$54.55	\$.02	\$.04
3	\$35.99	*	\$8.70	\$.25	\$7.70	\$.50	\$53.14	\$.02	\$.04
4	\$35.65	*	\$8.70	\$.25	\$7.70	\$.50	\$52.80	\$.02	\$.04
5	\$35.48	*	\$8.70	\$.25	\$7.70	\$.50	\$52.63	\$.02	\$.04
6	\$33.97	*	\$8.70	\$.25	\$7.70	\$.50	\$51.12	\$.02	\$.04
7	\$32.85	*	\$8.70	\$.25	\$7.70	\$.50	\$50.00	\$.02	\$.04
8	\$30.84	*	\$8.70	\$.25	\$7.70	\$.50	\$47.99	\$.02	\$.04

WAGES EFFECTIVE MAY 1, 2015 - ZONE 2

Group	Wages	1 ½% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$35.85	*	\$8.70	\$.25	\$7.70	\$.50	\$53.00	\$.02	\$.04
2	\$35.53	*	\$8.70	\$.25	\$7.70	\$.50	\$52.68	\$.02	\$.04
3	\$34.20	*	\$8.70	\$.25	\$7.70	\$.50	\$51.35	\$.02	\$.04
4	\$33.88	*	\$8.70	\$.25	\$7.70	\$.50	\$51.03	\$.02	\$.04
5	\$33.72	*	\$8.70	\$.25	\$7.70	\$.50	\$50.87	\$.02	\$.04
6	\$32.30	*	\$8.70	\$.25	\$7.70	\$.50	\$49.45	\$.02	\$.04
7	\$31.24	*	\$8.70	\$.25	\$7.70	\$.50	\$48.39	\$.02	\$.04
8	\$29.35	*	\$8.70	\$.25	\$7.70	\$.50	\$46.50	\$.02	\$.04

PLUMBERS & STEAMFITTERS LOCAL #11
4402 AIRPARK BLVD.
DULUTH, MN 55811

JEFFREY DAVEAU SR.
BUSINESS MANAGER

218-727-2199 PHONE
218-727-2298 FAX

WAGE & BENEFIT REVISION EFFECTIVE MAY 4, 2015

BUILDING TRADES JOURNEYMAN

Base Pay	<u>\$34.79</u>
Savings Fund	2.00
Dues Check off	.96
Building Fund	.20
Organizing Fund	.15
UA-PEC	.05
Local PAC	.01
Death Assessment	.01
Total Taxable	<u>\$38.17</u>

Fringes	
Health & welfare	<u>6.85</u>
H R Fund	<u>.15</u>
Local Pension	<u>6.00</u>
National Pension	.78
Money Purchase	3.50
Training Fund	.50
International Training Fund	.10
Industry Fund	.35
H.V.A.C	.25
Total Fringes	<u>\$18.48</u>

Total package **\$56.65**

Foreman \$2.50 over Base Pay
General Foreman \$3.50 over Base Pay

WAGES AS OF 5-4-2015	JOURNEYMAN	95%	90%	85%	80%	75%	70%
TAXABLE		↓	↓	↓	↓	↓	↓
BASE PAY	\$ 34.79	\$ 33.05	\$ 31.31	\$ 29.57	\$ 27.83	\$ 26.09	\$ 24.35
SAVINGS FUND	\$ 2.00	\$ 1.90	\$ 1.80	\$ 1.70	\$ 1.60	\$ 1.50	\$ 1.40
UNION DUES & ASSESSMENTS	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38
TOTAL TAXABLE	\$ 38.17	\$ 36.33	\$ 34.49	\$ 32.65	\$ 30.81	\$ 28.97	\$ 27.13
FRINGES							
TRAINING FUND	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
H R FUND	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
HVAC	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
UA TRAINING FUND	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
HEALTH & WELFARE	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85
UA PENSION	\$ 0.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL PENSION	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
MONEY PURCHASE	\$ 3.50	\$ 3.33	\$ 3.15	\$ 2.98	\$ 2.80	\$ 2.63	\$ 2.45
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
TOTAL FRINGES	\$ 18.48	\$ 17.53	\$ 17.35	\$ 17.18	\$ 17.00	\$ 16.83	\$ 16.65
TOTAL PACKAGE	\$ 56.65	\$ 53.86	\$ 51.84	\$ 49.83	\$ 47.81	\$ 45.80	\$ 43.78
WAGES AS OF 5-4-2015	65%	60%	55%	50%	45%	40%	
TAXABLE	↓	↓	↓	↓	↓	↓	
BASE PAY	\$ 22.61	\$ 20.87	\$ 19.13	\$ 17.40	\$ 15.66	\$ 13.92	
SAVINGS FUND	\$ 1.30	\$ 1.20	\$ 1.10	\$ 1.00	\$ 0.90	\$ 0.80	
UNION DUES AND ASSESSMENTS	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	\$ 1.38	
TOTAL TAXABLE	\$ 25.29	\$ 23.45	\$ 21.61	\$ 19.78	\$ 17.94	\$ 16.10	
FRINGES							
TRAINING FUND	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	
HR FUND	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	
HVAC	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	
UA TRAINING FUND	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	
HEALTH & WELFARE	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	
UA PENSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL PENSION	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	
MONEY PURCHASE	\$ 2.28	\$ -	\$ -	\$ -	\$ -	\$ -	
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	
TOTAL FRINGES	\$ 16.48	\$ 14.20	\$ 14.20	\$ 14.20	\$ 14.20	\$ 14.20	
TOTAL PACKAGE	\$ 41.77	\$ 37.65	\$ 35.81	\$ 33.98	\$ 32.14	\$ 30.30	

WAGE BREAKDOWN FOR LOCAL UNION # 11 APPRENTICES - BEGINNING MAY 4, 2015

Wages/Benefits Roofers Local Union 96 - Duluth Area

Effective July 1, 2014
Through June 30, 2015

Classification	Basic Hourly Wage	Vac. After Taxes	Assess. After Taxes	Taxable Wage Rate	National Pension Rate	Educ Fund Rate	Annuity Fund Rate	Health/Welfare Rate	H&W HRA Rate	Appr. Training Rate	Roofing Industry Rate	Total Cost to Employer
Journeyman	28.65	2.50	0.50	31.65	3.40	0.03	3.09	7.10	0.50	0.25	0.30	46.32
Foreman	30.40	2.50	0.50	33.40	3.65	0.03	3.09	7.10	0.50	0.25	0.30	48.32

Apprentice Percentages Based on Hours Worked for Advancement:

45%	A 0-250	14.04		0.20	14.24	0.25	0.03			0.25	0.30	15.07
45%	B 251-1500	13.74		0.50	14.24	0.25	0.03	5.50		0.25	0.30	20.57
50%	1501-2500	15.33		0.50	15.83	0.25	0.03	0.25	6.50	0.25	0.30	23.41

Freeze Unless 144 Hours (Phase 1) of Related Training is Completed

60%	2501-3000	18.49		0.50	18.99	0.50	0.03	0.50	7.10	0.50	0.25	0.30	28.17
70%	3001-3500	21.66		0.50	22.16	0.50	0.03	0.50	7.10	0.50	0.25	0.30	31.34
75%	3501-4000	23.24		0.50	23.74	0.50	0.03	0.50	7.10	0.50	0.25	0.30	32.92
80%	4001-4500	22.32	2.50	0.50	25.32	0.75	0.03	0.75	7.10	0.50	0.25	0.30	35.00

Freeze Unless 288 Hours (Phase 2) of Related Training is Completed

85%	4501-5000	23.90	2.50	0.50	26.90	0.75	0.03	0.75	7.10	0.50	0.25	0.30	36.58
90%	5001-5500	25.49	2.50	0.50	28.49	1.00	0.03	0.75	7.10	0.50	0.25	0.30	38.42
95%	5501-6000	27.07	2.50	0.50	30.07	1.00	0.03	0.75	7.10	0.50	0.25	0.30	40.00

Advancement to Journeyman if All Related Training (Phase 3) is Completed and **6000** Hours Worked

Due: July 1, 2015: \$0.80

Expiration date: June 30, 2016

**DULUTH
COMMERCIAL & INDUSTRIAL
SHEET METAL WAGE RATES**

EFFECTIVE MAY 4, 2015 - April 30, 2016

SOUTHERN ST. LOUIS, AITKIN, CARLTON, LAKE, COOK, AND DOUGLAS COUNTIES

		TAXABLE	Health	NATL	SUPP.	LOCAL 10	FCF &	SMOHI	I.F.	TOTAL	
		BASE*	SASMI	Fund	PENSION	PENSION	LOCAL	NEMI	& DRUG	PACKAGE	
							T.F.	& ITI	TESTING		
Journeyman		\$31.56	\$1.61	\$9.02	\$10.45	\$2.15	\$0.45	\$0.64	\$0.17	\$0.23 \$56.28	
Foreman		33.56	1.61	9.02	10.45	2.15	0.45	0.64	0.17	0.23 58.28	
General Foreman		35.56	1.61	9.02	10.45	2.15	0.45	0.64	0.17	0.23 60.28	
Apprentice	HOURS										
	0-1000	55	17.36	1.01	9.02	5.75	1.18	0.25	0.64	0.17	0.23 35.61
	1001-2000	59	18.62	1.06	9.02	6.17	1.27	0.27	0.64	0.17	0.23 37.45
	2001-3000	63	19.88	1.11	9.02	6.58	1.35	0.28	0.64	0.17	0.23 39.26
	3001-4000	68	21.46	1.18	9.02	7.11	1.46	0.31	0.64	0.17	0.23 41.58
	4001-5000	72	22.72	1.23	9.02	7.52	1.55	0.32	0.64	0.17	0.23 43.40
	5001-6000	76	23.99	1.29	9.02	7.94	1.63	0.34	0.64	0.17	0.23 45.25
	6001-7000	80	25.25	1.34	9.02	8.36	1.72	0.36	0.64	0.17	0.23 47.09
	7001-8000	84	26.51	1.40	9.02	8.78	1.81	0.38	0.64	0.17	0.23 48.94
Classified worker											
	0-500	45	14.20	0.00	0.00	0.00	0.00	0.00	0.64	0.00	0.00 14.84
Plan B Single	501-on	45	14.20	0.00	2.69	2.45	0.00	0.00	0.64	0.00	0.00 19.98
Plan B Family	501-on	45	10.35	0.00	6.54	2.45	0.00	0.00	0.64	0.00	0.00 19.98

*The Taxable Base Pay rate includes \$2.58 Vacation and Organizing deduction for journeymen and \$1.58 for apprentices. The Vacation Fund deduction is \$2.00 per hour for journeymen (\$1.00 per hour for apprentices) and \$.58 per hour for Organizing for both Journeymen and apprentices. For classified workers, the Vacation Fund deduction is \$.55 per hour and there is a \$.23 deduction for Organizing for a total deduction of \$.78.

SASMI NOTE: The SASMI rate for Foreman and General Foreman are the same as the rate for Journeymen and there is no longer a different SASMI rate for overtime hours on any classification. All SASMI hours are paid at the straight time rate.

The current IRS mileage rate is \$.575

April 17, 2015

Contract expires May 1, 2016



Minnesota Breakdown of Wage and Benefit Package

<u>Wage Rate</u>	<u>4/1/13</u>	<u>7/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>
	\$31.88	\$32.52	\$33.17	\$33.83

Foreman's Rate: \$2.75 above journeyman scale
 General Foreman: \$5.00 above journeyman scale (22+ men on job)
 Local Union 669 has a 5% dues check-off; 2 1/2% for Apprentices Class 1-4

Extended Benefit Fund: \$.25 per hour for all hours worked payable to Local Union 669

Industry Advancement-State of Minnesota

Class 5 and higher \$.25 per hour for all hours worked payable to Local Union 669

Benefit Package

Health & Welfare 4/1/13	\$8.42 per hour for all hours worked
Health & Welfare 1/1/14	\$8.52 per hour for all hours worked
Health & Welfare 1/1/15	<To be determined>
Health & Welfare 1/1/16	<To be determined>
Pension 4/1/13	\$5.50 per hour for all hours worked
Pension 1/1/14	\$5.75 per hour for all hours worked
Pension 1/1/15	\$5.90 per hour for all hours worked
Pension 1/1/16	\$6.05 per hour for all hours worked
Education 4/1/13	\$.35 per hour for all hours worked
International Training Fund 4/1/13	\$.10 per hour for all hours worked
Industry Promotion 4/1/13	\$.25 per hour for all hours worked
Supplemental Pension 4/1/13	\$2.50 per hour for all hours worked

<u>Travel Expenses</u>	<u>4/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>
0-60 miles	No expenses	No expenses	No expenses
60-80 miles	\$15.00	\$16.50	\$17.50
80-100 miles	\$25.00	\$26.50	\$27.50
100+ miles	\$75.00	\$80.00	\$80.00

If you should have any additional questions, please feel free to contact Business Agent James Westby at (507) 493-5671 or this office.

Created June 2013

Road Sprinkler Fitters Local Union No. 669

7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046
 (410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org

GENERAL CONDITIONS 4-15-11

PART I

101. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City of Duluth in its capacity as agent for the City of Duluth and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "City" means the City of Duluth, Minnesota, which is authorized to undertake this Contract and within which the Project Area is situated or any employee of the City of Duluth designated by the City of Duluth for the purpose of inspecting, directing, or having in charge the work embraced in this Contract.
- c. The term "Contractor" means the person, firm, or corporation entering into the Contract with the City to construct and install the Improvements embraced in this Contract.
- d. The term "Project Area" means site within which is specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Architect" means the architect or engineer licensed to practice architecture or engineering and serving the City with architectural or engineering services, or his authorized representative or successor.
- f. The term "Change Order" means a written order to the Contractor, signed by the City, issued after execution of the Contract, authorizing and directing 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.
- g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, 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.
- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Field Order" means a written interpretation necessary for the proper execution of the Work, in the form of drawings or otherwise issued to the Contractor by the City or the Architect.
- j. The term "Technical Specifications" means 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 construction work to be performed under this Contract.
- k. The term "Addenda" or "Addendum" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective Bidders prior to time of receiving Bids.
- l. The term "Work" means all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in such construction.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his 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 for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor, or permit any subcontractor to perform any work included in this contract until he has submitted a noncollusion affidavit from the subcontractor in substantially the form attached and has received written approval of such subcontractor from the City.
- b. No proposed subcontractor shall be disapproved by the City except for cause.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 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.

104. 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 his 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.

105. FITTING AND COORDINATION OF THE WORK

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. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. 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 his 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.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and of completing 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.

108. PAYMENTS

1) Partial Payments.

- a. The Contractor shall prepare his requisition of partial payment as of the last day of the month and submit it, with the required number of copies, to the City contracting officer for his approval. 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 the inspection of the Architect and the City.

b. Monthly or partial payments made by the City to the Contractor are moneys 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.

2) Final Payment.

a. After final inspection and acceptance by the Architect and the City of all work under the Contract, the Contractor shall prepare his requisition 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 Agreement. 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 his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his 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 113 hereof.

b. 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 if it deems such action advisable 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.

c. Withholding of any amount due the City under Section 403, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3) 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. 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 his 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 wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4) 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 of him and his subcontractors by Section II, Part II Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities.

109. 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 by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving the Contractor from any of his obligations under the Contract or any guarantee given by him 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 such work shall be executed under the terms of the original Contract unless is 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 in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplement Schedule of Unit Prices), the City shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five (25%), the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus limited basis; provided that this basis shall not apply to costs incurred by Contractor for any work done by any subcontractor, which work may proceed under the basis set forth in sub-subparagraph (3) below. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

(3) If the proposal of the Contractor is not acceptable in whole or part because of the proposals of one or more of the subcontractors and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work and reimburse Contractor for work done by any subcontractor on the basis of that subcontractor's net cost of labor, materials, and insurance plus twenty percent (20%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit. Contractor shall supply all data to City which is necessary to determine any such subcontractor's net costs.

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) of a confirmed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(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.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event, before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. 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, made prior to the time the original ground was disturbed, clearly showing 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.

c. 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 received by him from the City.

d. 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 in Section 109 hereof.

111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

a. Termination of Contract.

If the Contractor refuses or fails to execute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, 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 his 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.

b. Liquidated Damages for Delays.

If the work is not completed within the time stipulated in Section 7 (Special Conditions) hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 7 (Special Conditions) hereof and the Contractor and his sureties shall be liable to the City for the amount thereof.

c. Excusable Delays.

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: (1) 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;

(2) To any acts of the City;

(3) To 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; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c". Provided, however, that the Contractor promptly notify the City in writing within ten (10) days the cause 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.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract

in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. 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. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but 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 his claim and his proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address or actually delivered to Contractor or its managing agent. All interpretations or decisions of the City shall be consistent with the Contract and its intent.

c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release. If the Contractor does not agree with any decision of the City, he may submit the matter to arbitration no later than thirty (30) days after the date on which the Contractor received the City's decision; provided, however, that the City shall not be required to submit to arbitration without its prior written consent; and if the City does consent to arbitration, then the Contractor shall pay all costs of such arbitration.

114. 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 his own risk and expense.

115. 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, in two copies 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 his 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 his failure in this respect.

b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned to him 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 his 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 his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following: "The modification shown on 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 stipulation and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

116. 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 his possession which should be furnished by the City under the terms of this Contract, and which he will require 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 his work or to others arising from his failure to comply fully with the provisions of this Section.

117. 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 he 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 he proposes to incorporate in the work. (See Section 118 hereof)
- 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. 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.

118. 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 and acceptance of the Contractor's Bond. 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 passing upon 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.

119. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his 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 his own discretion to prevent such threatened loss or injury, and he shall so act. He 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 109 hereof.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his 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.

120. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable Federal, State and local laws and ordinances and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance

with the safety provisions of the A Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

121. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

122. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the City and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades.

123. REMOVAL OF DEBRIS, CLEANING, ETC.

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 Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way 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.

124. 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 Area and replaced with material of specified quality without charge therefor. 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 Area 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 118 hereof). 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 his 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 his 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 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he 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 his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

125. 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.

126. 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.

127. DEDUCTION FOR UNCORRECTED WORK

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

128. TIME

a. The Contract Time is the period of time allotted in the Contract for completion of the Work. The date of commencement of the Work is the date established in a notice to proceed issued by the City to the Contractor. The Contractor shall begin the Work upon receipt of the notice to proceed.

b. The term "day" as used herein shall mean calendar day.

c. If a date of completion is included in the Contract, it shall be the Date of Substantial Completion of the Work, including authorized extensions thereto. The "Date of Substantial Completion of the Work" is 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.

129. INSURANCE

The Contractor shall carry the following insurance, at his expense and no direct payment for premiums shall be made by the City. Carriage of such insurance shall in no way alleviate the Contractor of his responsibilities under the contract.

a. The Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified. The Contractor shall not commence work under the contract until he has obtained all the insurance required by these specifications and until such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

b. Insurance

The Contractor shall provide Commercial General Liability in an amount not less than \$1,500,000.00 combined single limit and Automobile Liability Insurance in an amount not less than \$1,500,000.00 combined single limit shall be in a company licensed to do business in Minnesota; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Property damage coverage for explosion, collapse, and underground Axcu to be included. City of Duluth shall be named as Additional Insured under the Commercial General Liability policy. Contractor shall also provide evidence of Statutory Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provision included.

c. Subcontractor's Insurance

In the event any work contemplated by the contract is sublet, the Contractor shall have the duty to assure that the subcontractors provide insurance in accord with the minimum requirements hereinabove imposed on the Contractor.

d. Proof of Insurance

The Contractor shall not proceed with the work contemplated in this contract until he has furnished the City Attorney of the City of Duluth with satisfactory proof of the existence and carriage of insurance of the kinds and in the amounts specified.

e. Indemnification

The Contractor shall defend, indemnify and save harmless the City and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for on account of any injuries or damages received or sustained by any person, persons or property, by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of said Contractor, or from any claims or amount arising or recovered under the Workmen's Compensation Law or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. The Contractor shall indemnify and save harmless the City from any and all losses caused by or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright. The unauthorized use by the Contractor of public or private property for any purpose may be considered an injury or damage to the property so used.

130. PATENTS

The Contractor shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY

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. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notices for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

- 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.

133. ENVIRONMENTAL CONDITIONS

Waste Disposal: The SUBRECIPIENT shall comply with the most recent Minnesota Pollution Control Agency (MPCA) waste disposal requirements and include said disposal requirements in the project's base bid specifications. Waste material, including but not limited to: construction/demolition debris, asbestos-containing material, residential lead paint waste, hazardous waste, and above- and under-ground tanks, shall be disposed of at MPCA-permitted landfill sites only. Copies of all notification, shipment, and landfill receipt records shall be maintained in the subrecipient's project file.

Minnesota Pollution Control Agency
520 Lafayette Rd., St. Paul, MN 55155
(800) 657-3864

a. Construction/Demolition Waste.

Construction/demolition debris will be disposed of at a Minnesota Pollution Control Agency (MPCA) permitted landfill site only, with copies of all landfill receipts for said debris maintained in the subrecipient's project file.
(Solid Waste Management Rules, Chapter 7001 & 7035)

b. Asbestos-Containing Waste.

All asbestos removal and disposal shall be in strict accordance with all applicable permits. The contract bidder shall include the price of all permits, testing, removal, and disposal in the project base bid.

- Project asbestos-containing material removal pursuant to USEPA 40 CFR 61.145 Standard for Demolition and Renovation.
- All asbestos-containing waste material shall be disposed of pursuant to USEPA 40 CFR 61.150 at a MPCA permitted landfill site only, in accordance with the provisions of USEPA 40 CFR 61.154.

- For all asbestos-containing material, a copy of the MPCA Notification of Demolition and Renovation record and all Waste Shipment records shall be maintained in the subrecipient's project file.

c. Hazardous Waste Material.

The MPCA shall be contacted for instructions on handling and disposing of materials containing Polychlorinated Biphenyls (PCBs) or any other identified/encountered hazardous materials. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

- MPCA Hazardous Waste Compliance Guide -- October 1989, Revised January 1991

- MPCA Hazardous Waste Fact Sheet Checklist -- August 1993

d. Above and Below Ground Storage Tanks.

The MPCA Tanks and Spills Section shall be contacted for instructions on handling or removal of all above- and underground tanks identified/encountered. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

e. Residential Lead Paint Waste.

Projects whose activities produce residential lead paint waste are responsible for the management and proper disposal of the waste at an MPCA permitted landfill site only, pursuant to Minn. Stat. sections 116.87, 116.875, 116.88. A copy of the Residential Lead Abatement Notification and Shipping forms shall be maintained in the subrecipient's project file.

134. CONTRACTOR'S RECORDS

The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the city or the state auditor for three years from the date of execution of this contract.

(End of Document)

General Decision Number: MN160105 01/08/2016 MN105

Superseded General Decision Number: MN20150105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/08/2016

BOIL0647-004 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.40	25.37

* CARP0361-020 05/01/2015

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 34.11	17.08

* CARP0361-021 05/01/2015

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 34.11	17.08

* CARP0606-010 05/01/2015

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 34.11	17.08

ELEC0242-012 06/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.54	24.07

ELEC0294-006 05/31/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.68	61.54%

 ENGI0049-064 05/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2.....	\$ 33.78	17.90
Group 3.....	\$ 33.23	17.90
Group 4.....	\$ 32.93	17.90
Group 5.....	\$ 29.89	17.90
Group 6.....	\$ 28.68	17.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

HAZARDOUS WASTE PROJECTS (PPE Required):
 LEVEL A - \$1.25 PREMIUM
 LEVEL B - \$.90 PREMIUM
 LEVEL C - \$.60 PREMIUM

 IRON0512-028 05/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 31.04	23.45

 LABO1091-006 05/01/2014

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 26.97	16.21
(2) Mason Tender		
Cement/Concrete.....	\$ 27.17	16.21
(6) Pipe Layer.....	\$ 29.47	16.21

 LABO1091-007 05/01/2014

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 26.97	16.21

LABO1097-002 05/01/2014

NORTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 25.02	18.16

LABO1097-005 05/01/2014

ST LOUIS (North of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 25.02	18.16
(2) Mason Tender		
Cement/Concrete.....	\$ 25.22	18.16
(6) Pipe Layer.....	\$ 27.52	18.16

PLAS0633-036 05/01/2012

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.71	14.64

PLAS0633-039 05/01/2012

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.78	16.80

TEAM0160-018 05/01/2015

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..	\$ 28.70	15.20
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 28.15	15.20
(3) Tandem Axles; & Single Axles.....	\$ 28.05	15.20

SUMN2009-072 09/28/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 12.88	4.61

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

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Request for Bids form

Appendix A—Project Schedule

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

SP-1 SCOPE OF WORK

The City of Duluth has obtained grant funding for the removal and control of non-native invasive species including common buckthorn, Eurasian honeysuckles, Minnesota Department of Agriculture (MDA) noxious weeds, and Minnesota Department of Natural Resources (MNDNR) invasive species from 73 acres within City land adjacent to the Western Waterfront Trail. Requested services for this project include the selective cutting of trees and shrubs with stump and foliar herbicide treatment, removal and herbicide treatment of selective invasive herbaceous plants, material handling, and seeding. A preliminary survey and mapping of the invasive species to be removed has been completed by the Engineer. The Contractor shall furnish all labor, material, and equipment necessary to perform the work as described in the Plans and Specifications for the project. The Contractor shall provide a detailed work schedule and MSDS/herbicide information to TKDA and the City at a scheduled preconstruction meeting.

SP-1.1 Contact Information

TKDA is the engineer of record. Questions regarding this project shall be directed to Jeff Goetzman, Project Manager with TKDA, at 218.727.8796 or Jim Shoberg, Project Coordinator with the City of Duluth, at 218.730.4300.

SP-1.2 Insurance

Contractor will be required to carry insurance of the kinds and in the amounts specified in the 2015 City of Duluth Construction Standards.

SP-1.3 Licenses and Permits

All expense and cost of permits arising from or in conjunction with performing the work described in these Plans and Specifications shall be borne by the Contractor. Burning of buckthorn chips or brush may be permissible at the City's campground if conditions allow, and with a permit issued by the Duluth Fire Marshall.

SP-1.4 Laws to Be Observed (Data Practices)

Bidders shall be advised that all data created, collected, received, maintained, or disseminated by the Contractor and any subcontractors in performing the work contained in this Contract area subject to the requirements of MN Statute Chapter 13, the Minnesota Government Data Practices Act (MGDPA). The Contractor shall comply with the requirements of the MGDPA in the same manner as the City. Contractor does not have a duty to provide access to public data to the public if the public data are available from the City, except as required by the terms of the Contract.

SP-2 DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract Time will be determined in accordance with the **schedule shown in Appendix A** and the following:

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

SP-2.1 Contract Dates

Construction operations shall be started on or before March 15, 2016, or within ten (10) calendar days after the date of award by City Council resolution, whichever is later; however, the Notice to Proceed letter will be the official authorization to commence work on the project. The project shall be completed by November 30, 2016.

When all, or a portion, of the Contract Time is specified as a calendar completion date, the time is presumed to have been determined by considering the Proposal quantities, normal weather for the locality and season of the year, and the necessity of having the work completed by the specified date. The time may be extended by the Engineer only in accordance with the following:

- A. Unavoidable delay in starting or completing the progress-controlling operations and then, only when it is shown that the delay time could not be overcome and the work brought back on schedule.
- B. Delays caused by failure of the City Council to award the Contract at least 10 days in advance of the latest date specified for beginning operations.
- C. Delays caused by earthquake, flood, or other cataclysmic phenomenon of a nature beyond the power of the Contractor to foresee and make defense against.

SP-2.2 Controlling/Progress Dates

- A. Attempts should be made by the Contractor to remove all buckthorn and honeysuckle while there is snow on the ground to aid in any necessary burning. Cut stump treatment may continue throughout the season but must be complete by November 30, 2016.
- B. All foliar spraying of tree and shrub seedlings, saplings, and herbaceous invasive species must be completed by November 30, 2016.
- C. Any remaining punch list items for woody invasive control to be completed by November 30, 2016.

SP-3 GENERAL SITE AND WORK CONDITIONS

- A. These stipulations shall govern the cutting and herbicide treatment of invasive species on 125 acres of City of Duluth property (73 acres base bid, 42 acres Alternate 2, 10 acres Alternate 3).
- B. Any and all services, articles, or equipment offered and furnished shall comply with all local, State, and federal laws and regulations, including Minnesota Statute 181.59, prohibiting discrimination.
- C. All work must be done when ground is firm.
- D. Work shall be performed between 7 am and 7 pm Monday through Friday to minimize disturbance to trail users and adjacent landowners. Any trail user or adjacent landowner complaints received by the Service Provider must be brought to the attention of the Project Manager within one (1) hour.
- E. Neither TKDA nor the City, guarantee to any quote provider, the exact acreage of the defined project area as 125 acres (73 acres Base, 42 acre Alternate 2, 10 acres Alternate 3). TKDA will provide GPS plant location information and GIS boundary information to the successful bidder. The successful bidder is responsible to perform the work completely and to the satisfaction of the Project Manager as per the project specifications and guidelines.

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- F. All prospective bidders are required to inspect the project site before submitting quotes to satisfy themselves as to scope of work and site conditions.
- G. TKDA will require written progress reports to be submitted to the Project Manager once per week and should include the status of work, reasoning for any delays, and/or a plan of action to ensure a return the original schedule, if applicable. A failure to comply may result in penalties.
- H. The City of Duluth reserves the right to accept or reject any or all bids as is in the best interest of the City for this project.
- I. The successful bidder must review all project requirements and specifications before work begins; ensure that all sites are left in an orderly manner and free of all refuse and debris; and notify the Project Manager at least two (2) business days before work begins.

SP-3.1 Limits of Work

The Contractor will be provided with a GIS shapefile of the project work limits as depicted on Sheet 3 of the Plans, which is based on City cadastral data. It will be the responsibility of the Contractor to utilize GPS or similar technology to remain within the work limits.

SP-4 SAFETY AND CLEANUP

- A. The Contractor shall at all times conduct operations and perform the work in a manner that will provide for the safety of the general public who might be using the trails.
- B. The Contractor shall erect barriers, fences, signs, and other safety devices to restrict park users from accessing areas of hazardous conditions. The traffic control/closure plan provides for these measures.
- C. Contractor shall maintain erosion control measures as needed and shall stabilize any damaged areas using seed and mulch or other approved methods.
- D. Damage to sidewalks, curbs, street paving, or utility structures shall be avoided on or adjoining the site. Any damage caused by the construction operations shall be repaired at the expense of the contractor.

SP-5 TRAFFIC CONTROL AND SITE ACCESS

The provisions of City of Duluth's Standard Construction Specifications 2015 Edition and the traffic control plan for the project indicate those items that are required for the closure and advanced warning of work taking place along the project. This work shall include the erection, maintenance, alteration and/or reinstallation of each traffic control device. The applicable signing shall remain in place through the final stage of work. The traffic control shown in the plan and detail consists of:

- Type III barricade (72-inch) at trail access points, effectively closing the trail to use during times of work taking place
- "Trail Closed" sign affixed to Type III barricade, MnDOT Type R9-9a
- "Herbicide in Use" signage, MnDOT size/Type R9-9a

The Type III barricades should remain onsite at the access points for the duration of the project. In times where no work is ongoing, and the residual effects of any herbicide recently placed has subsided, the Contractor may reopen sections of the trail to use either by setting aside the Type III barricades or covering/bagging the Herbicide in Use placard.

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
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SP-5.1 Contractor Work Access

- A. Contractor shall access the project area from the existing roads and trail access points.
- B. Contractor is allowed to drive ATVs or other approved work equipment on the existing trails and off trail, at a safe speed with flashers on, yielding to right-of-way to trail users. Contractor must repair any ruts or other damage caused by work vehicles or equipment to the satisfaction of the Engineer.
- C. Contractor will keep all trails and roads open and not blocked with trees, branches, materials, equipment, vehicles, or debris resulting from this operation.

SP-6 INVASIVE SPECIES PREVENTION

Contractor must follow the Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at: http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

SP-7 CONTRACTOR QUALIFICATIONS

- A. Contractor shall have successfully completed at least five (5) woodland restorations of similar size and scope to this project. Provide a list of the five (5) successful woodland restorations with client contact information for each project.
- B. Contractor shall perform all work under the direct control of a qualified Supervisor capable of being present full-time during the restoration work. Documented experience restoring native landscapes shall include a bachelor's degree in Natural Resources management or related field, minimum of ten (10) years' experience in native landscape restoration supervision experience, extensive plant knowledge, and a current herbicide applicators license.
- C. Provide the Supervisor's resume documenting that he/she meets the qualifications specified in Section B (above).
- D. The Supervisor shall directly supervise the work force and be present full-time during all site work and reviews of site work. The Contractor shall not change Supervisors without the written approval of Owner Representative.
- E. If Contractor, in opinion of Owner or Owner Representative, fails to provide a Supervisor conforming to the minimum qualifications the Contractor shall be considered in breach of Agreement.
- F. The Contractor's labor force shall be thoroughly familiar with and trained in the work to be accomplished and perform in a competent, efficient manner acceptable to the Owner Representative.
- G. Provide a summary of experience for all crew members with demonstrations that all crew members have a minimum of one (1) year experience or equivalent experience performing native landscape restoration projects. Provide resume of each crew member.

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2016 Western Waterfront Habitat Restoration Project
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SP-8 GENERAL SPECIFICATIONS FOR HERBICIDE APPLICATION

- A. The Contractor shall execute work with care and protect the surrounding environment not subject to removal or treatment. Conduct all work in a manner that will not jeopardize or damage the native plant life, soils, access roads, trails, structures, or property.
- B. Original herbicide containers with labels must be on-site and available for inspection at all times.
- C. Herbicide label directions must be followed.
- D. Herbicide must be applied under dry, low wind conditions and not apply herbicide if rain is likely within a 24 hours. The Contractor is responsible for monitoring the weather conditions.
- E. All herbicide active ingredients must not be on the banned list for use on MNDNR State Certified Forest WMA lands. The list of banned active ingredients is found in the MNDNR *Pesticides and Pest Control Guidelines* online at http://files.dnr.state.mn.us/assistance/grants/habitat-/heritage/faw_pest.pdf.
- F. Herbicide application near water or wetlands must be formulated for use over water.
- G. Any control method identified in Part 2 can be modified based on current restoration techniques if the contractor can demonstrate its effectiveness.
- H. Baseline surveys completed within the restoration area provide an estimate of the amount of non-native invasive species to be removed and controlled. The City does not guarantee the estimated acreage of invasive species.

SP-8.1 Remove and Control Invasive Trees and Shrubs

Common Buckthorn (*Rhamnus cathartica*) and Eurasian Honeysuckles (*Lonicera tartarica*, *L. morrowii*, *L. x bella*) occur throughout the restoration area but the highest populations are located in three areas; Spring Street to Riverside Park, Indian Point Campground, and 66th Ave West to 63rd Ave West. A buckthorn density map derived from the baseline survey data is included on Sheet 4 of the Plans. GPS points of the 2,350 mature buckthorn trees (primarily seed bearing) identified during the baseline survey are included on Sheets 5 and 6 of the Plans and the baseline survey data of observed honeysuckles is included on Sheet 7. Immature saplings and seedlings were observed in these areas as well and it should be assumed that buckthorn and honeysuckle seedlings could be present throughout the restoration area. Invasive tree and shrub removal and control work tasks are outlined below:

- A. Approximately 26 acres of the restoration area are infested with buckthorn.
- B. Approximately 8 acres of the restoration area are infested with honeysuckle.
- C. Invasive trees, shrubs, and saplings >1/2 inch diameter shall be cut and stump treated with herbicide.
- D. Stems must be cut to within 2 inches of grade or existing snow cover. Stems must be cut flat and not left with a shredded or angled top.
- E. Saplings and seedlings of invasive trees and shrubs <1/2 inch diameter shall be foliar treated with herbicide. Foliar applications shall occur during periods of native species dormancy.
- F. Herbicide used for stump and foliar treatment shall be triclopyr- or glyphosate-based and dyed or formulated with penetrating or bark oil to ensure complete coverage.
- G. Herbicide must be spot applied with a backpack or hand held sprayer and immediately after cutting for stump treatment.

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

SP-8.1.1 Invasive Tree and Shrub Material Handling

- A. In areas of light infestations, the cut debris will be slashed (cut into small sections) or chipped and allowed to degrade in-place.
- B. In areas of moderate to heavy infestations where the cut debris amounts would be significant enough to affect the native herbaceous layer or visually impact the trail, the cut debris will be burned on-site, hauled and burned at the Indian Point Campground (or other approved area) or hauled off-site. Any burning must be permitted by the Duluth Fire Marshall and the Contractor shall be responsible to obtain any permit necessary.

SP-8.1.1.1 Burning Conditions

- A. All burning shall take place while snow is present on the ground or in approved burning locations.
- B. In remote areas, burn piles can be located at the Contractors discretion.
- C. In populated areas along the trail, cut debris must be hauled and burned at an approved burn location at the Indian Point Campground or other approved area. This material may also be chipped and hauled to be burned or hauled off-site for disposal. Disposal arrangements and costs are the responsibility of the Contractor.
- D. One (1) burn pile supervisor shall remain with the burn pile at all times while it is being fed and is burning.
- E. The Contractor shall ensure that all burn piles are completely extinguished prior to the end of every work day.
- F. Contractor is responsible for obtaining all necessary burn permits.

SP-8.2 Remove and Control MDA Noxious Weeds

The baseline survey identified populations of MDA noxious weeds in large enough populations to pose a significant threat to the native plant communities. Most occurrences of these species were located in the disturbed soils along the trail margins and shoreline while some occurrences were located in the woodland plant communities. The baseline survey locations of MDA noxious weeds are included on Sheet 8 of the Plans. MDA noxious weed removal and control work tasks are outlined below:

- A. Tansy (*Tanacetum vulgare*) was observed to have an average cover class of 5 - 25% over approx. 3.75 acres. Hand spray with a selective broadleaf herbicide such as metsulfuron-methyl or equivalent. Mowing several weeks prior to treatment can be effective to remove old canes and stimulate vegetative growth. Treatment must be completed in the summer before flowering.
- B. Canada thistle (*Cirsium arvense*) was observed to have an average cover class of 5 - 25% over approx. 4 acres. Hand spray with a selective broadleaf herbicide such as metsulfuron-methyl or equivalent. Treat in early summer before flowering and/or to rosettes in the fall.
- C. Purple loosestrife (*Lythrum salicaria*) was observed to have an average cover class of 5 - 25% over approx. 4,500 square feet. Hand spray with an herbicide such as glyphosate formulated for use over water. Treatment should be completed in the summer before flowering.
- D. Wild parsnip (*Pastinaca sativa*) was observed to have an average cover class of 5 - 25% over approx. 500 square feet. Hand spray with a selective broadleaf herbicide such as metsulfuron-methyl plus a surfactant or glyphosate in the early spring or late fall to target

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

basal rosettes and newly bolted plants prior to flowering. Cut the plant below the root crown before seeds set, and remove the cut plant in addition to spraying rosettes.

- E. Garlic mustard (*Alliaria petiolata*) was only observed in one location comprising several small occurrences. Hand pull by hand spray with a selective broadleaf herbicide such as metsulfuron-methyl plus a surfactant or glyphosate in the early spring or late fall while native plants are dormant. Cut and bag any flower heads.
- F. Japanese knotweed (*Polygonum cuspidatum*) was only observed in one location comprising an area of approx. 100 square feet. Hand spray with an herbicide such as glyphosate plus a surfactant, aminopyralid, triclopyr, or dicamba in the early fall. Cut-stem treatment with 30% a.i. glyphosate, aminopyralid, or triclopyr is also acceptable.

SP-8.2.1 MDA Noxious Weeds Material Handling

- A. Noxious weeds will be foliar sprayed with herbicide and left in place.
- B. Large colonies should be mowed or mulched and left in place to decay.
- C. Do not transport noxious weeds to prevent spreading of seeds or viable plant material.

SP-8.3 Remove and Control MNDNR Invasive Species

The baseline survey identified limited populations of plant species that are identified by the MNDNR as plants that can be invasive in natural areas. Most occurrences of these species were located in the disturbed soils along the trail margins. These species can be hand pulled or selectively hand sprayed in conjunction with the other invasive species control activities. MNDNR invasive species removal and control work tasks are outlined below:

- A. Bird's-Foot Trefoil (*Lotus corniculatus*) - Hand spray the main tap root with a selective broadleaf herbicide such as triclopyr or clopyralid plus a surfactant, in the summer before seed production.
- B. Crown Vetch (*Coronilla varia*) - Hand spray the main tap root with a selective broadleaf herbicide such as triclopyr or clopyralid plus a surfactant, in the summer before seed production.
- C. Perennial Sowthistle (*Sonchus arvensis*) - Hand spray with a selective broadleaf herbicide such as triclopyr or glyphosate plus a surfactant prior to flowering.
- D. White and Yellow sweet clover (*Melilotus albus*, *M. officinalis*) – Hand pull in early summer before flowering.

SP-8.4 Remove and Control Reed Canary Grass

The baseline survey identified a couple significant populations of reed canary grass (*Phalaris Arundinacea*) within the restoration area. The baseline survey locations of two wetland areas that have been impacted by reed canary grass are included on Sheet 9 of the Plans. Approximately five (5) Acres of the restoration area are infested with reed canary grass. Reed Canary Grass removal and control work tasks are outlined below:

- A. Cut, pile, and burn dead trees within the reed canary grass restoration area.
- B. Mow reed canary grass in summer before flowering to reduce seed production and stimulate vegetative growth.
- C. Once vegetation begins to grow back, broadcast spray with an herbicide such as glyphosate formulated for use over water.
- D. Broadcast spray again in late fall. Two applications may be necessary.

SPECIAL PROVISIONS
2016 Western Waterfront Habitat Restoration Project
January 8, 2016

- E. Remaining reed canary grass removal and control work tasks would be completed in 2017 under the Alternate #1 bid item. This work would include a prescribed burn, follow up herbicide treatment, and seeding of the reed canary grass areas in 2017.

SP-8.4.1 Seeding

In areas where significant populations of plants are removed (e.g. dense buckthorn/honeysuckle thickets or patches of tansy), revegetation will be required to replace invasive species and prevent erosion. In some areas it may be beneficial to enhance the existing native plant communities by sowing native seed mixes. Seeding work tasks are outlined below:

- A. Assume five (5) acres of seed including cover crop will be required.
- B. Seeding will occur over different intervals depending on requirements of site preparation and invasive species eradication. Seeding dates will be in the spring/summer before August 10th or in the fall between September 20th and freeze-up.
- C. Seeding will be completed by mechanical or hand broadcasting.
- D. Seeding on steep slopes or erodible soils will require erosion control.
- E. Seed mixes may be customized based on site conditions but at a minimum assume use of MN state seed mixes Woodland Edge Northeast or Riparian Northeast. Custom seed mixes must incorporate MNDNR pollinator best management practices (BMPs).
- F. Yellow tag seed should be used over non-source identified seed when it is available.

SP-9 ALTERNATE BID ITEMS

There are three (3) alternate bid items included in the proposal for this project. These are outlined as follows:

SP-9.1 Alternate #1

Alternate bid item #1 includes follow up work in 2017 to complete reed canary grass removal on the five (5) acres identified in the Plans. The work items to be included in this bid item are:

- A. An early spring prescribed burn to remove the duff layer and expose young shoots to herbicide.
- B. An herbicide application in the spring to control the reed canary grass before seeding.
- C. Replant with seed mixes designed with species that are resistant to the herbicides used to manage the reed canary grass.

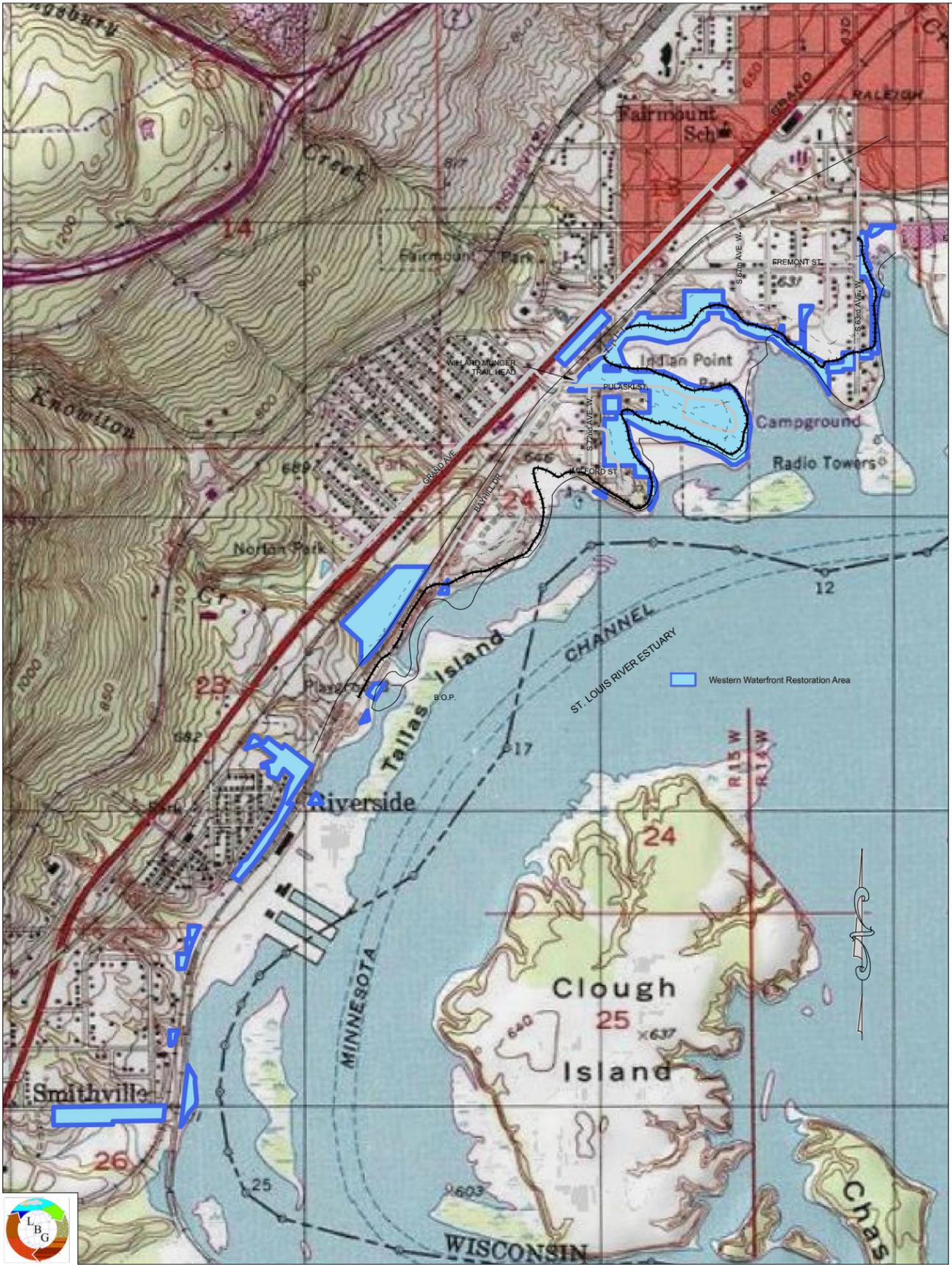
SP-9.2 Alternate #2

The area shown in red on Sheet 10 of the Plan is comprised of approximately 42 acres of additional City of Duluth property that has invasive species growing throughout. Alternate #2 consists of performing the same work as is included in the base bid on the additional 42 acres, with the exception of the Reed Canary Grass removal.

SP-9.2 Alternate #3

The area shown in orange on Sheet 10 of the Plan is comprised of approximately 10 acres of additional City of Duluth property that has invasive species growing throughout. Alternate #3 consists of performing the same work as is included in the base bid on the additional 10 acres, with the exception of the Reed Canary Grass removal.

WESTERN WATERFRONT HABITAT RESTORATION PROJECT



SHEET LIST TABLE	
Sheet Number	Sheet Title
1	TITLE SHEET
2	ESTIMATED QUANTITIES
3	BASE BID LOCATIONS
4	BUCKTHORN DENSITY
5	BUCKTHORN REMOVAL - WEST
6	BUCKTHORN REMOVAL - EAST
7	HONEYSUCKLE REMOVAL
8	MDA NOXIOUS WEED REMOVAL
9	REED CANARY GRASS REMOVAL
10	BID ALTERNATE
11	TRAIL CLOSURE PLAN AND DETAILS

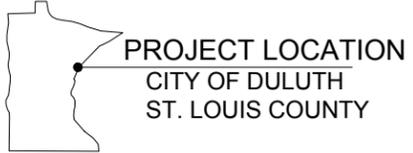
EXISTING UTILITY LOCATIONS

THE CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL INPLACE UTILITIES MAY NOT BE SHOWN ON THIS PLAN & THOSE THAT ARE SHOWN, MAY NOT BE SHOWN IN THE EXACT LOCATIONS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLANSET IS UTILITY QUALITY LEVEL "D" AS DEFINED IN ASCE "STANDARD GUIDELINE FOR THE DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

SPECIFICATION REFERENCE

- THE FOLLOWING SPECIFICATIONS SHALL APPLY TO THIS PROJECT:
1. CITY OF DULUTH 2015 STANDARD CONSTRUCTION SPECIFICATIONS.
 2. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MN MUTCD, INCLUDING THE CURRENT FIELD MANUAL.



Plot Date: 01/08/2016
 Drawing Name: P:\Information\Official\Projects\KDA\WVFT - Sub\project\CD\TITLE SHEET.dwg
 Xrefs: Xref:EXISTING_TKDA Logo Information

NO.	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED JG	DRAWN WD	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. JEFFREY S. GOETZMAN DATE 01/08/2016 LIC. NO. 26422
CHECKED JG		

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Duluth, MN. 55811
218.727.8796
tkda.com

WESTERN WATERFRONT HABITAT RESTORATION PROJECT

DULUTH **MINNESOTA**

CLIENT NO. MSA NO.

TITLE SHEET

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 1

BASE BID: PERFORM THE FOLLOWING ON 73 ACRES:

1. REMOVE AND CONTROL INVASIVE TREES AND SHRUBS
 - a. COMMON BUCKTHORN
 - b. EURASIAN HONEYSUCKLES
2. REMOVE AND CONTROL MDA NOXIOUS WEEDS
 - a. TANSY
 - b. CANADA THISTLE
 - c. PURPLE LOOSESTRIFE
 - d. WILD PARSNIP
 - e. GARLIC MUSTARD
 - f. JAPANESE KNOTWEED
3. REMOVE AND CONTROL MNDNR INVASIVE SPECIES
 - a. BIRD'S FOOT TREFOIL
 - b. CROWN VETCH
 - c. PERENNIAL SOWTHISTLE
 - d. WHITE AND YELLOW SWEET CLOVER
4. REMOVE AND CONTROL REED CANARY GRASS

ALTERNATE BID #1: PERFORM PRESCRIBED BURN, HERBICIDE TREATMENT, SEEDING ON REED CANARY GRASS AREA SPRING OF 2017

ALTERNATE BID #2: REMOVE AND CONTROL INVASIVE TREES AND SHRUBS, MDA NOXIOUS WEEDS, AND MNDNR INVASIVE SPECIES (NO REED CANARY GRASS) ON ADDITIONAL 42 ACRES

ALTERNATE BID #3: REMOVE AND CONTROL INVASIVE TREES AND SHRUBS, MDA NOXIOUS WEEDS, AND MNDNR INVASIVE SPECIES (NO REED CANARY GRASS) ON ADDITIONAL 10 ACRES

CONSTRUCTION NOTES:

1. CONTRACTOR TO MAKE TRAIL CLOSURE PER PLAN SHEET 11 OF THE PLAN WHEN PERFORMING WORK IMPACTING THE USE OF THE WESTERN WATERFRONT TRAIL. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PAY ITEMS FOR THE REMOVAL OF INVASIVE SPECIES.
2. REFER TO SPECIAL PROVISIONS AND PLAN SHEETS FOR THE COVER CLASS AND PRESCRIBED TREATMENT OF EACH SPECIES OF INVASIVE.
3. GPS FILES WILL BE MADE AVAILABLE TO THE CONTRACTOR SHOWING BUCKTHORN REMOVAL AREAS.
4. A GIS SHAPE FILE WILL BE MADE AVAILABLE TO THE CONTRACTOR WHICH SHOWS THE PROJECT LIMITS. CONTRACTOR SHALL UTILIZE GPS OR SIMILAR TECHNOLOGY TO REMAIN WITHIN THE WORK LIMITS AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THEIR REMOVAL OPERATIONS ARE WITHIN THE BOUNDARY LIMITS OF THE PROJECT.

Plot Date: 01/14/2016
Drawing Path: C:\Users\jg\Documents\Projects\TKDA\WFF - Sub\project\3D\SEQ.dwg
Xrefs: REVISIONS, TKDA Logo Information

NO.	DATE	BY	DESCRIPTION OF REVISIONS

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WESTERN WATERFRONT HABITAT RESTORATION PROJECT	
DULUTH	MINNESOTA
CLIENT NO.	MSA NO.

ESTIMATED QUANTITIES

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 2

 Western Waterfront Restoration Area



Plot Date: 01/08/2016
 Drawing Name: P:\Hennepin\Drawings\Official\Projects\TKDA\WVWF - Sub\project\CD\g25\Western\1.dwg
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NO.	DATE	BY	DESCRIPTION OF REVISIONS

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 JEFFREY S. GOETZMAN
 DATE: 01/08/2016 LIC. NO.: 26422



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 Duluth, MN. 55811
 218.727.8796
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WESTERN WATERFRONT HABITAT RESTORATION PROJECT
DULUTH MINNESOTA
 CLIENT NO. MSA NO.

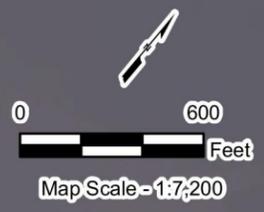
BASE BID LOCATIONS

PROJECT NO. 15850.001
 RECORD NO. SHEET NO. 3

- GPS Located Mature Seed Bearing Common Buckthorn Trees, August - October 2015
- Western Waterfront Restoration Area

COMMON BUCKTHORN BASELINE SURVEY - WEST PORTION NOTES

1. 350 Mature Seed Bearing Female Trees Identified in the west portion.
2. It is assumed that not all species occurrences have been surveyed.
3. Approx. 8 acres of the west portion of the restoration area are infested for a total of approx. 26 acres of common buckthorn infestation.



Source: Esri,

Plot Date: 01/08/2016
 Drawing Name: P:\Hennepin\Drawings\Official\Projects\TKDA\WVWF - Sals project\CSD\Buckthorn_west.dwg
 Author: JG, ELS:JG, TKDA Logo: Hennepin

NO.	DATE	BY	DESCRIPTION OF REVISIONS

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CHECKED JG			DATE: 01/08/2016	LIC. NO.: 26422

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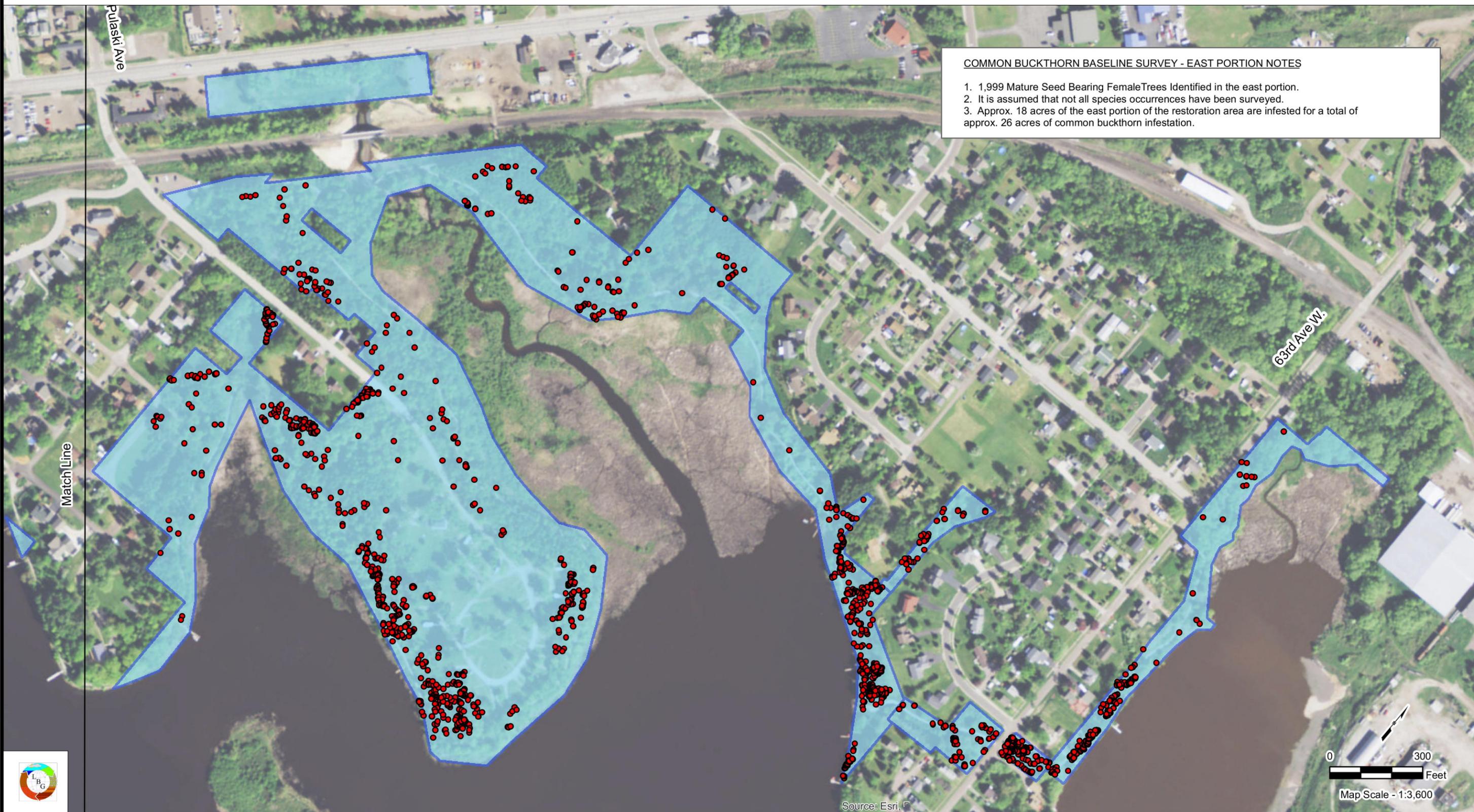
WESTERN WATERFRONT HABITAT RESTORATION PROJECT
 DULUTH MINNESOTA

BUCKTHORN REMOVAL - WEST

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 5

● GPS Located Mature Seed Bearing Common Buckthorn Trees, August - October 2015

Western Waterfront Restoration Area



COMMON BUCKTHORN BASELINE SURVEY - EAST PORTION NOTES

- 1,999 Mature Seed Bearing Female Trees Identified in the east portion.
- It is assumed that not all species occurrences have been surveyed.
- Approx. 18 acres of the east portion of the restoration area are infested for a total of approx. 26 acres of common buckthorn infestation.



Plot Date: 01/08/2016
 Drawing Name: P:\Information\Official\Projects\TKDA\WVWF - Sals project\CSDB\Buckthorn_east.dwg
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NO.	DATE	BY	DESCRIPTION OF REVISIONS

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 DRAWN: WD
 CHECKED: JG

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 JEFFREY S. GOETZMAN
 DATE: 01/08/2016 LIC. NO.: 26422



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WESTERN WATERFRONT HABITAT RESTORATION PROJECT
 DULUTH MINNESOTA

BUCKTHORN REMOVAL - EAST

PROJECT NO. 15850.001
 RECORD NO. SHEET NO. 6

- GPS Located Mature Eurasian Honeysuckle Shrubs, August - October 2015
- Greatest Honeysuckle Infestation
- Western Waterfront Restoration Area

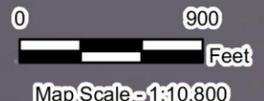
GPS data collected by LBG, Inc, August - October 2015

EURASIAN HONEYSUCKLE BASELINE SURVEY NOTES

1. GPS points represent small populations of honeysuckle with varying degrees of population size and density.
2. It is assumed that not all species occurrences have been surveyed.
3. Approximately 8 Acres of the restoration area are infested with honeysuckle.



Source: Esri,



Plot Date: 01/08/2016
 Drawing name: P:\Hennepin\Office\Projects\TKDA\WWT - Sals project\CSD\Honeysuckle.dwg
 Author: TKDA Hennepin

NO.	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED	DRAWN	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA JEFFREY S. GOETZMAN
JG	WD	
CHECKED	DATE	LIC. NO.
JG	01/08/2016	26422

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WESTERN WATERFRONT HABITAT RESTORATION PROJECT	
DULUTH	MINNESOTA
CLIENT NO.	MSA NO.

HONEYSUCKLE REMOVAL

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 7

- Tansy (*Tanacetum vulgare*)
- Canada Thistle (*Cirsium arvense*)
- Purple Loosestrife (*Lythrum salicaria*)
- Wild Parsnip (*Pastinaca sativa*)
- Garlic Mustard (*Alliaria petiolata*)
- Japanese Knotweed (*Polygonum cuspidatum*)
- Western Waterfront Restoration Area

GPS data collected by LBG, Inc, August - October 2015

MDA NOXIOUS WEEDS BASELINE SURVEY NOTES

1. GPS data points represent visual observations of species occurrences with varying degrees of population size and densities.
2. It is assumed that not all species occurrences have been surveyed.
3. Tansy was observed to have an average cover class of 5 - 25% over approx. 3.75 acres.
4. Canada thistle was observed to have an average cover class of 5 - 25% over approx. 4 acres.
5. Purple loosestrife was observed to have an average cover class of 5 - 25% over approx. 4,500 square feet.
6. Wild parsnip was observed to have an average cover class of 5 - 25% over approx. 500 square feet.
7. Garlic mustard was only observed in one location comprising several small occurrences.
8. Japanese knotweed was only observed in one location comprising an area of approx. 100 square feet.



Map Scale = 1:10,800

Source: Esri,

Plot Date: 01/08/2016
 Drawing name: P:\Hennepin\Official\Projects\TKDA\WWT - Sals project\CSD\Noxious.dwg
 Author: TKDA Hennepin

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WESTERN WATERFRONT HABITAT RESTORATION PROJECT

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MDA NOXIOUS WEED REMOVAL

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 8

- Greatest Reed Canary Grass Infestations
- Western Waterfront Restoration Area

REED CANARY GRASS BASELINE SURVEY NOTES

1. Two large infestations of reed canary grass occur within the restoration area. Some other populations occur but are not included in this Restoration Plan.
2. Approximately 5 Acres Infested by reed canary grass.



Source: Esri

Plot Date: 01/08/2016
 Drawing Name: P:\Hennepin\Office\Projects\TKDA\WWT - Sals project\CSD\Reed Canary.dwg
 Author: TKDA Hennepin

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CHECKED JG			DATE 01/08/2016
			LIC. NO. 26422

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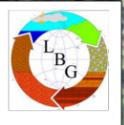
WESTERN WATERFRONT HABITAT RESTORATION PROJECT

DULUTH MINNESOTA

REED CANARY GRASS REMOVAL

PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 9

- 73 Acre Restoration Area (City of Duluth Property)
- Additional 42 Acre Restoration Area (Add Alt. 2)
- Additional 10 Acre Restoration Area (Add. Alt. 3)



Plot Date: 01/08/2016
 Drawing Name: P:\Hennepin\Drawings\Official\Projects\TKDA\WWT - Sub\project\CD\g25\Western011.dwg
 Author: JG, ESISTING, TKDA, Logo Hennepin

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JG	

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 JEFFREY S. GOETZMAN
 DATE 01/08/2016 LIC. NO. 26422

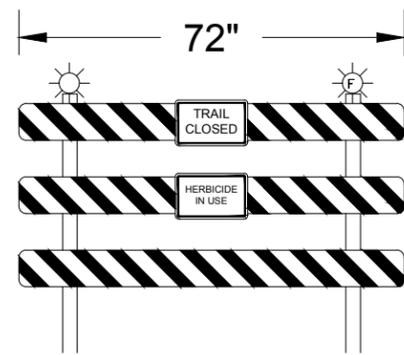


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CLIENT NO. MSA NO.

BID ALTERNATE ADDITIONAL TREATMENT AREAS

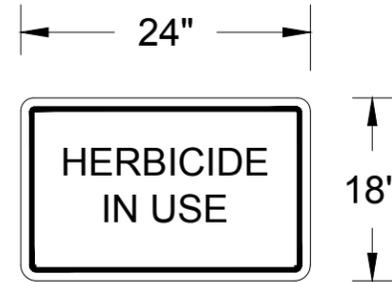
PROJECT NO. 15850.001	
RECORD NO.	SHEET NO. 10



TYPE III BARRICADE

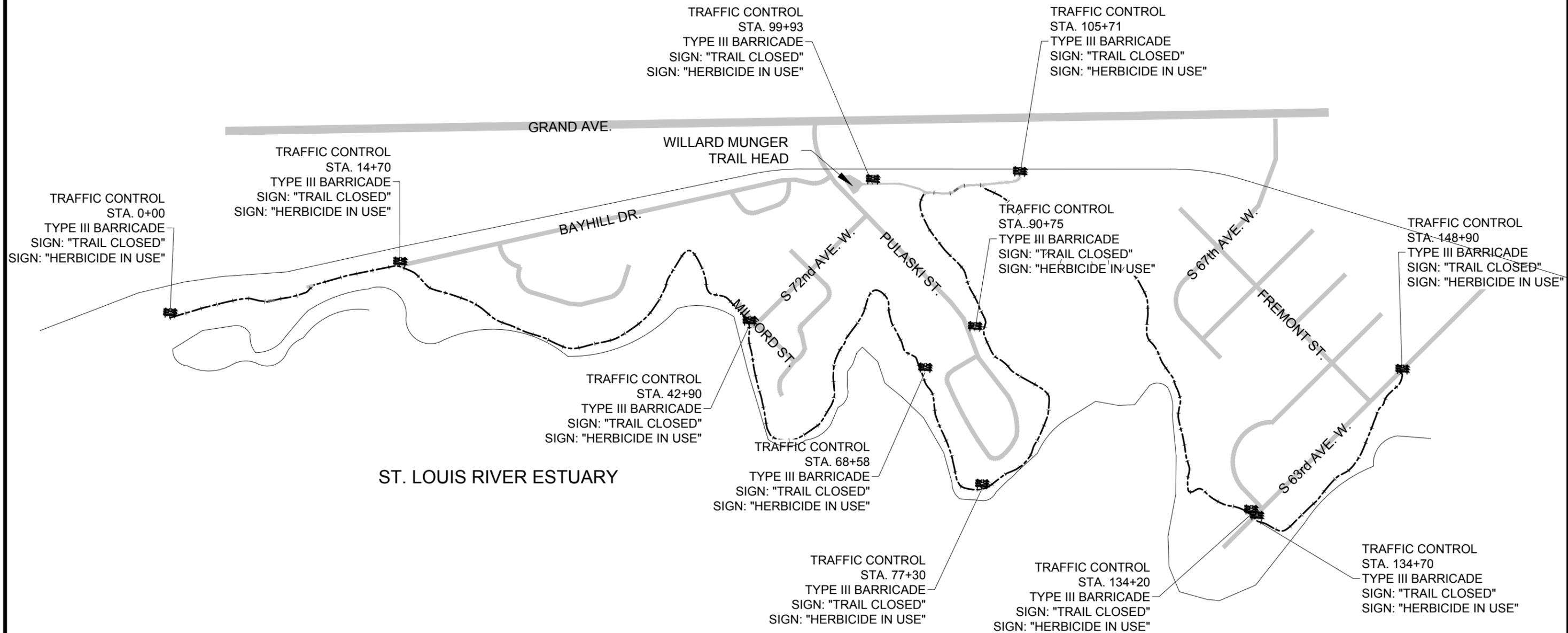


TYPE R9-9a



TYPE R9-9a

1 TRAFFIC CONTROL SIGNS
11



Plot Date: 01/08/2016
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 Author: TKDA Logo Hennepin

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WESTERN WATERFRONT HABITAT RESTORATION PROJECT
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TRAIL CLOSURE PLAN AND DETAILS

PROJECT NO.	15850.001
RECORD NO.	SHEET NO.
	11