

# **SPECIAL PROVISIONS**

## **Brewery Creek Storm Sewer Rehabilitation**

**City of Duluth, Minnesota**

**City Hall**

**411 West 1<sup>st</sup> Street**

**Duluth, MN 55802**

**City Project # 0036ST**

**Bid # 2016-0073**

**Opening Date: January 13, 2016**

**Time: 2:00 PM**

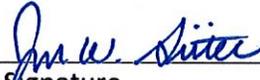
**Place (Submit Bids): Room 100, City Hall**

**Place (Bids Opened & Read): Room 100, City Hall**

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS plan, SPECIFICATION or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

  
\_\_\_\_\_  
Signature

Jon W. Siiter  
\_\_\_\_\_  
Typed or Printed Name

11/23/2015  
\_\_\_\_\_  
Date

25128  
\_\_\_\_\_  
License No.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**TABLE OF CONTENTS**

SP-1	NOTICE TO ALL BIDDERS.....	1
SP-2	SCOPE OF WORK.....	1
SP-3	CONTACT INFORMATION .....	1
SP-4	RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE .....	1
SP-6	(1504) COORDINATION OF CONTRACT DOCUMENTS.....	2
SP-7	(1505) COOPERATION BY CONTRACTORS.....	2
SP-8	(1507) UTILITY PROPERTY AND SERVICE .....	2
SP-11	(1702) PERMITS, LICENSES, AND TAXES .....	3
SP-12	DISCOVERY OF CONTAMINATED MATERIALS AND REGULATED WASTE .....	4
SP-13	(1803) LIMITATION OF OPERATIONS.....	6
SP-14	(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME.....	6
SP-15	(1807) FAILURE TO COMPLETE WORK ON TIME .....	8
SP-16	(2104) REMOVE CONCRETE FLOOR.....	8
SP-17	(2105) SELECT GRANULAR BORROW MOD. 7% .....	8
SP-18	(2105) DEWATERING .....	9
SP-19	(2105) TEMPORARY STREAM DIVERSION.....	9
SP-20	(2211) AGGREGATE BASE (CV) CLASS 5.....	12
SP-21	(2301) PRESSURE GROUTING .....	12
SP-22	(2360) TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) .....	16
SP-23	(2401) CONCRETE BRIDGE CONSTRUCTION .....	16
SP-24	(2503) LINING SEWER PIPE 60" .....	17
SP-25	(2564) INSTALL SIGN.....	32
SP-26	(2572) METAL REINFORCEMENT .....	32
SP-27	(2563) TRAFFIC CONTROL.....	33

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**Attachments:**

Instructions to Bidders – Engineering 03/17/15

Data for Labor Cost Bidding

Prevailing Wage Rates: USDOL Heavy 08/28/15

USDOL Highway 07/31/15

Project Insurance Requirements 2/16/11

Request for Bids form

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity. Hard copies of all forms are available at the Engineering Division.

**THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING.**

FORM	FUND	WEB SITE
Affidavit of Non-Collusion (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Bidder's Label for submitting project bids	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Certified Payroll Form WH347	All	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
Contractor's Haul Route	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Debarment/Suspension Notice (most current version)	All	<a href="http://www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf">www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf</a>
IC-134 form	All	<a href="http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf">http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf</a>
IC-134 on-line submittal	All	<a href="https://www.mndor.state.mn.us/tp/contractoraffidavit/">https://www.mndor.state.mn.us/tp/contractoraffidavit/</a>
MN Rules 5200.1105	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1105">https://www.revisor.mn.gov/rules/?id=5200.1105</a>
MN Rules 5200. 1106	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1106">https://www.revisor.mn.gov/rules/?id=5200.1106</a>
MN Statutes 177.41 to 177.44	All	<a href="http://www.revisor.mn.gov/statutes/?id=177">www.revisor.mn.gov/statutes/?id=177</a>
Notice to Bidders - Prompt Payment to Subs – CITY (MS 471.425)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
One-Call Instructions	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Request to Sublet TP-21834	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Request to Sublet Summary	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Responsible Contractor Certification (MS 16C.285)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Statement of Compliance Form (8-2013)	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>
Supplemental General Conditions Part II 4/15/11	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-1 NOTICE TO ALL BIDDERS**

The 2015 Edition the of City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" book and any addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The 'Construction Standards' is available on the City website at: <http://www.duluthmn.gov/engineering/standard-construction-specifications/>.

**SP-2 SCOPE OF WORK**

This project consists of rehabilitation of the existing Brewery Creek Storm Sewer by means of lining. Lining may be accomplished by spirally winding and continuously welding a single strip of HDPE liner of the specified diameter into the RCP host pipe or by CIPP lining the RCP host pipe. Either method of lining shall restore the structural capacity of the existing host pipe to carry all dead or live loads (internal and external). Minimum live load shall be AASHTO HS-20. The project also includes traffic control, excavation, embankment and restoration of facilities and surfacing (as required depending on lining method used).

**SP-3 CONTACT INFORMATION**

Questions regarding this project should be directed to: Tom Johnson, City Project Engineer (Ph. 218-730-5103).

**SP-4 RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

A reminder to potential bidders that the Responsible Contractor Verification and Certification of Compliance is required by Minnesota Statute to be submitted with your Bid Proposal. Refer to sections S-14 and 1801 of the City's "Construction Standards" and the bid documents.

**SP-5 (1401) INTENT OF CONTRACT**

The following is added to the provisions of MnDOT 1401:

The Plans and the Bid Form are organized into two phases, Phase A and Phase B. It is the intent of the Contract to award the contract to the lowest responsible bidder based on cost of Phase A or the lowest responsible bidder based on the total combined cost of Phase A and Phase B. Phase B work will proceed only at the sole discretion of the City of Duluth. No adjustments to Phase B Contract unit prices or Contract completion dates will be made based on whether or not the City of Duluth chooses to proceed with the Phase B work.

It is recognized that the various available and permitted methods for lining sewers require different means and methods of access. As such, a significant amount of demolition, earthwork, surfacing and manhole replacement work is shown in the

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

Plans. However, this work is detailed only to ensure that the work, should it be required, is performed in accordance with City of Duluth Standards. If the Contractor's chosen method of sewer lining does not require significant ground disturbance or manhole modifications at the designated access sites, then no excavation, backfill, paving etc. work will be required. Refer to the Plans for Contract Items designated as Contractor's –option based on the method of lining chosen.

**SP-6 (1404) MAINTENANCE OF TRAFFIC CONTROL AND (2563) TRAFFIC CONTROL**

The following is added to the provisions of MnDOT 1404 and 2563:

Unless otherwise indicated, access to businesses and residences shall be maintained at all times. Maintenance of the roadway, drives and entrances shall be considered incidental.

No separate measurement or payment shall be made for any of the various elements comprising traffic control on the project but all such work shall be considered included for payment under the lump sum traffic control item.

**SP-7 (1504) COORDINATION OF CONTRACT DOCUMENTS**

The first paragraph of MN/DOT 1504 is deleted and replaced with the following:

A requirement appearing in one of the Contract documents is as binding as though the requirement appears in all. If discrepancies exist between the Contract documents, the following order of precedence applies:

- (1) Addenda,
- (2) Special Provisions,
- (3) Project-Specific Plan Sheets,
- (4) City of Duluth Standard Construction Details,
- (5) City of Duluth Standard Construction Specifications,
- (6) MN/DOT Supplemental Specifications,
- (7) MN/DOT Standard Plan Sheets and Standard Plates,
- (8) MN/DOT Standard Specifications.

**SP-8 (1505) COOPERATION BY CONTRACTORS**

Contractor shall cooperate and stage work as necessary to prevent damage to newly placed work by others and shall coordinate appropriately with other contractors.

**SP-9 (1507) UTILITY PROPERTY AND SERVICE**

Known utilities in the vicinity of the project include:

Minnesota Power (Electric Power)

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

Century Link (Telephone)  
City of Duluth (Sanitary Sewer)  
City of Duluth (Water & Gas)

Contractor shall perform construction operations near utility properties in accordance with the provisions of MnDOT 1507, except as modified below:

Any work performed by the Contractor that does not comply with MnDOT 1507.2 may be considered Unauthorized Work in accordance with MnDOT 1512.2.

All utilities related to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

**SP-10 (1508) CONSTRUCTION STAKES, LINES AND GRADES**

The provisions of Mn/DOT 1508 are hereby modified and supplemented as follows:

The following is added to the first paragraph of Mn/DOT 1508:

The Engineer will assist the Contractor in the identification of the Project Control Points as listed in the Plan. The Contractor shall be responsible for providing all surveying, staking and layout as required to properly construct the work. Contractor surveying shall include, but not be limited to, all staking and layout required to establish construction limits, subcut and finish grade elevations and slope tie in points in accordance with the Plans.

The Contractor shall also be solely responsible for producing adequate survey of the inside of the existing sewer to verify that his proposed lining system will accommodate the irregularities and deformities in the existing pipe. Refer to SP-16 "Remove Existing Floor" for additional information and requirements.

All labor, equipment and material required to provide Contractor survey shall be considered incidental.

**SP-11 (1702) PERMITS, LICENSES, AND TAXES**

Permits obtained or pending for this project include:

- City of Duluth MS4 Erosion & Sediment Control
- City of Duluth – Excavation within ROW Permit

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-12 DISCOVERY OF CONTAMINATED MATERIALS AND REGULATED WASTE**

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, notify the Engineer, and request suspension of work in the vicinity of the discovery area, in accordance with MnDOT 1803.4.

A documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

(A) Indicators of contaminated soil, ground water or surface water include, but are not limited to the following:

- (1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
- (2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
- (3) A rainbow color (sheen) on surface water or soil.

(B) Indicators of regulated wastes include, but are not limited to the following:

- (1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a possible dump)
- (2) Concrete and asphalt rubble (indicators of demolition waste).
- (3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
- (4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
- (5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
- (6) Sandblast residue (could contain lead).
- (7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
- (8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
- (9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

MnDOT 1717.2 A2 is hereby deleted and replaced with the following:

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**A2 During Construction**

The Contractor shall schedule and install temporary and permanent sediment and erosion control measures, construct ponds and drainage facilities, finish earth work operations, place topsoil, establish turf, and conduct other Contract work in a timely manner to minimize erosion and sedimentation.

All exposed soil areas with continuous positive slopes that are within 60 m (200 feet) of a public water shall have temporary or permanent erosion protection within 24 hours after the construction activity in that portion of the site has temporarily or permanently ceased and connection is established to the public water. All other positive slopes to constructed surface waters, such as permanent storm water treatment ponds, curb and gutter systems, storm sewer inlets, temporary or permanent drainage ditches, or other storm water conveyance systems, shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 14 days after construction activity has temporarily or permanently ceased in that area. For those drainage areas that have a discharge point within 1 mile and flows to an impaired or Special Waters shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 7 days after construction activity has temporarily or permanently ceased in that area. Impaired and Special Waters are defined as those listed and referenced in the NPDES Permit.

Positive slopes adjacent to public waters and wetlands will be stabilized at the close of each day when weather forecasts for rain that evening, and/or overnight including weekends. Once work is completed it will be stabilized permanently as soon as practical but no later than seven days.

Exposed soil areas do not include; stockpiles or surcharge areas of sand, gravel, aggregate, concrete, bituminous, or road bed and surfacing material. A perimeter sediment barrier may be necessary to minimize loss when these are within the 60 m (200 feet) of existing surface waters or the property edge.

The bottom of temporary or permanent drainage ditches or swales constructed to drain water from a construction site must be stabilized with erosion control measures for the last 60 m (200 feet), or more when conditions warrant, from the property edge or from the point of discharge to any existing surface water. Stabilization shall be completed within 24 hours after the construction activity in that portion of the ditch has temporarily or permanently ceased. Ditch stabilization will continue concurrently with construction activities but no later than 14 days after construction activities have permanently or temporarily ceased. Any, culvert pipe or storm sewer pipe that is within the cumulative distance is not part of this distance. Ditch checks may be provided where necessary to slow water flow and capture sediment.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

Temporary or permanent ditches used as treatment systems will not need to be stabilized but must provide the proper Best Management Practices for the treatment system.

Pipe outlets shall be provided with temporary or permanent energy dissipation within 24 hours of connecting the pipe to any constructed or existing surface waters.

The Contractor shall limit the surface area of erodible soil that can be exposed to possible erosion at any one time when the permanent erosion control features are not completed and operative.

All liquid and solid wastes generated by concrete washout operations must be contained and not have the opportunity to come in contact with the surface waters or ground water. This includes the ditches, slopes to ditches, curb and gutter/storm sewer systems, and ponds. Areas where there are sandy soils, karsts, and high ground water the washout facility must have an impermeable liner. Liquid and solid wastes must be disposed of properly. A concrete washout sign must be installed adjacent to each washout facility to notify personnel.

**SP-13 (1803) LIMITATION OF OPERATIONS**

The work shall be performed in accordance with the provisions of MN/DOT 1803 and the following:

The Contractor shall be mindful that the work is planned to occur within the operational footprint of an active business (UDAC). Care and consideration shall be given to minimize disruption to the business. Access to the business shall be maintained at all times.

The sequence of the work shall be restricted such that all work at Phase A location (as identified in the Plans) shall be complete, except final paving, prior to erecting any traffic control or beginning any work that will disrupt parking or traffic flow at Phase B location.

When all work except final paving is complete at Phase A location, the Contractor shall remove all traffic control and allow full use of the area by UDAC and their customers and employees except that the precast concrete barriers and any appropriate warning signs may be left in place until such time as final paving is completed.

**SP-14 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of MN/DOT 1806 and the following:

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

1. Construction operations shall be started on or after February 10, 2016 or within ten (10) calendar days after the date of Notice to Proceed, whichever is later.
2. Substantial Completion. All work under this Contract shall be substantially complete on or before June 30, 2016. For this project, Substantial Completion shall be deemed to include ALL work in the Contract except final turf establishment and maintenance.
3. Final Completion. ALL work required under this Contract shall be complete on or before August 15, 2016.
4. Project Scheduling. A relatively long construction duration has been provided to accommodate various construction methods and also to acknowledge high variations in stream flow attributable to seasonal weather patterns. However, once any work occurs in any phase, that work shall be substantially completed within 8 weeks. "Substantially Completed" as it applies to individual phases of work shall mean that portion of the work is complete to the point where sewer function is completely restored, all traffic control is removed and the access site is restored sufficiently for use by the Owner. If Phase B work is authorized by the City of Duluth, paving (if required by lining method) may be delayed so that both access locations (Phase A and Phase B) can be paved at the same time.
5. Project Sequencing. Work shall be permitted to occur only at one Phase at a time. All work at a given Phase shall be completed in accordance with SP-14.4 above prior to beginning work on the next phase.
6. The third exemption listed under the second paragraph of the provisions of MN/DOT 1806.3 is modified to the extent that the phrase "(3) During the inclusive period from November 15 through April 15, except as specified in 1806.1..." is deleted.
7. No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 6:30 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer.
  - (A) If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed.
  - (B) If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

period, working day charges will be assessed only for the actual hours worked.

8. 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 if the delay is considered "Excusable" in accordance with MN/DOT 1806.2 Types of Delays.

**SP-15 (1807) FAILURE TO COMPLETE WORK ON TIME**

The provisions of MN/DOT 1807 shall apply in full to both the Substantial Completion Date and the Final Completion Date.

**SP-16 (2104) REMOVE CONCRETE FLOOR**

The provisions of MN/DOT 2104 shall apply on this project as supplemented and/or modified by the following:

This work shall include inspection and reconnaissance to be performed by the Contractor in sufficient detail to identify and delineate required removal areas in the cast in place concrete invert (floor) of the existing RCP to permit lining of the specified inside diameter with the necessary allowance given for wall thickness of liner and grouting of annular spaces. This work shall also include removal of precast concrete along other areas of the existing pipe where deemed necessary by the Engineer due to deformation or deterioration.

Prior to planned removal work, Contractor shall pull a template through the existing pipe to be relined that approximates the actual liner cross section in order to identify areas that require removal to accommodate the liner. These removal areas shall be marked and approved by the Engineer prior to beginning any removal. Make a near vertical edge with removal equipment along removal limits. No saw cutting of removal limits will be required.

Measurement shall be made by the square foot and shall include all costs associated with inspection, examination of condition, delineation of required removal areas, removing concrete and disposing of removed material outside of the sewer at an approved off-site disposal site.

**SP-17 (2105) SELECT GRANULAR BORROW MOD. 7%**

The provisions of MN/DOT 2105 and 2451 shall apply on this project as supplemented and/or modified by the following:

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

Select granular materials shall be carefully placed adjacent to the structure to reduce potential damage to the structure or the joint waterproofing system.

Compaction of the Select Granular Borrow Mod 7% material shall be accomplished by the Specified Density Method. Material located greater than 3 feet below top of subgrade elevation shall be compacted to not less than 95% of maximum density. Material above this location shall be compacted to not less than 100% of maximum density.

Maximum particle size shall not exceed 3".

**SP-18 (2105) DEWATERING**

The provisions of MnDOT 2105 AND 2451 shall apply on this project and the following:

Dewatering shall be compensated as a Lump Sum payment and include all necessary pumping, sediment basins and other means necessary to facilitate construction of all portions of the project in the dry (some incidental flow may be permitted during the pipe lining process as an aid to installation). Discharged water shall pass through a sediment trap and must meet the requirements of the MPCA, DNR and NPDES permits before it returns to the stream.

**SP-19 (2105) TEMPORARY STREAM DIVERSION**

The provisions of MnDOT 2105 AND 2451 shall apply on this project and the following:

The Temporary Stream Diversion System shall be constructed in accordance with the applicable details as shown in this section and the following:

This work shall consist of construction of a Temporary Stream Diversion System to facilitate construction and/or repair of the structure(s) in the dry.

The Contractor shall submit a site plan for the Temporary Stream Diversion System to the Engineer for approval a minimum of 5 days prior to starting construction.

Preparation of the site plan, maintenance of the Temporary Stream Diversion System, and any repairs or modifications made necessary by inadequate design or unexpected rainfall events shall be considered incidental.

The Contractor's stream diversion method shall comply with all laws, requirements, and approvals applicable to the project.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

Stream flow shall be maintained at all times. At no time shall the stream flow be interrupted or dammed unless approved by the Engineer.

The stream diversion system shall be sized to adequately convey a 2-year, 24-hour rainfall event. Contractor shall be responsible for determining the 2 year, 24-hour event.

Site dewatering to facilitate construction shall not satisfy the Temporary Stream Diversion System requirements.

Temporary Stream Diversion Systems will be required for the structure(s) as indicated on the Plans.

Payment will be made under item 2105.602 Temporary Stream Diversion System at the Contract unit price per each and shall be compensation in full for all labor, equipment, and materials required for installation, maintenance, and removal of the temporary system. No payment and a \$1,000 per day penalty shall be made in the event that the requirements above are not satisfied. In the event that the Engineer and Contractor determine that a Temporary Stream Diversion System is not necessary and it is not constructed, no payment shall be made for Item Temporary Stream Diversion System.



**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-20 (2211) AGGREGATE BASE (CV) CLASS 5**

The provisions of MN/DOT 2211 and 2451 shall apply on this project as supplemented and/or modified by the following:

Compaction of Aggregate Base (CV) Class 5 shall be accomplished by the Specified Density Method to 100% of maximum density.

**SP-21 (2301) PRESSURE GROUTING**

The provisions of Mn/DOT 2301, 2433 and 2401 shall apply and are modified / supplemented as follows:

**INTRODUCTION**

Pressure grouting involves the injection under high pressure of a mortar-like grout to fill subsurface voids.

The intent of the pressure grouting specified herein is to provide soil improvement and fill the existing void behind the existing RCP near the intersection of Section 29 and Section 30 of the Brewery Creek Storm Sewer. This work does not include grouting of annular space between existing RCP and new liners.

**REFERENCES**

A. Reference documents as provided to the grouting contractor shall include:

1. These Special Provisions.
2. Project drawings:
  - a. Project Construction Plans.
  - b. Existing underground utilities plan in the work area.

**DEFINITIONS**

- A. Grout: A material blend of fine aggregate, cement and water to achieve a pumpable, thixotropic, viscous grout of a low slump to enable pumping at high pressure and remain intact after injection. Material components can include sand, cement, ground slag, fly ash, water and other admixtures.
- B. Field Quality Control Representative: The individual given specific inspection tasks identified in this specification.

**SCOPE OF WORK**

- A. The work shall consist of furnishing and installing grout placed under pressure to fill the void identified in the Plans.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

- B. In connection with the pressure grouting program, as shown on the drawings, the grouting contractor shall provide all labor, materials and equipment to accomplish the following items of work:
  - 1. Prepare and furnish required submittals.
  - 2. Construct all necessary formwork at void opening.
  - 3. Install and remove grout pipes.
  - 4. Furnish and inject grout.
  - 5. Monitor surface and subsurface ground/ structure movements during grouting operations.
  
- C. It shall be the grouting contractor's responsibility to determine and implement the systems and criteria to ensure that specified improvement is achieved.

**SUBMITTALS**

- A. The following shall be submitted to the Engineer prior to the pre-construction conference as evidence of the grouting contractor's experience:
  - 1. A list of at least three previously completed projects of similar scope and purpose for approval by the Engineer. The list shall include a description of the project, relative size, and contact person with phone number.
  
- B. The following shall be submitted to the Engineer a minimum of one week prior to the start of the work:
  - 1. A mix design for the project indicating sources and types of grout materials, with volumetric proportions, and field test data from previous projects indicating compressive strength and slump. Standard Mn/DOT grout mixes are acceptable.
  - 2. Work procedures and control criteria (including volumes and pressure for each stage).
  - 3. A general Work Procedures Plan outlining the spacing, location, depth and estimated quantity of grout to effectively fill the void.

**QUALITY ASSURANCE**

- A. The pressure grouting program, including installation of grout pipes, shall be performed by a contractor with at least three years of documented experience in pressure grouting.

**GROUT MATERIALS**

- A. Portland Cement (ASTM C150)

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

- B. Fine aggregate shall be sand with fines content (percent passing No. 200 sieve) of not more than 10 percent.
- C. Proportions of the mixture shall be as required to achieve a pump-able mix.
- D. Upon discharge into the pump hopper or holding tank, the grout must be continuously agitated. Mixed grout may not be held in the agitator for more than 1.5 hours unless a set retarder, approved by the Engineer, is used.

**SITE EXAMINATION**

- A. Prior to submitting a bid price for the grouting, the Contractor may conduct a site inspection. All access requirements, any work necessary to make site accessible and return of same to pre-construction conditions shall be included within price bid for the work.

**PRESSURE GROUTING**

- A. Pressure grouting shall be performed in accordance with the approved grout injection point layout scheme. The grout shall be injected at the identified ports until it flows from vents installed in the form work and from vents drilled through the existing RCP.
- B. Contractor shall select the appropriate pressure for grouting to achieve the goals of completely filling the existing void without damage to adjacent structures.
- C. Stream flow shall be completely diverted and the work area and void shall be dewatered prior to starting the pressure grouting to prevent discharge of grout materials into the receiving waters. Do not allow stream flow adjacent to the repair area until an acceptable cure has been achieved.
- D. Clean the repair area of loose grout, slurry and other foreign materials prior to allowing stream flow to resume.

**FIELD QUALITY CONTROL**

- A. All pressure grouting shall be performed under the inspection of the Contractors Quality Control Representative.
- B. After completion of the grouting and removal of forms work, visually inspect the repair. Repair any voids or honeycomb to the satisfaction of the Engineer in the field. Ensure that the finished surface will not interfere with subsequent phases of work such as pipe lining.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

- C. The Contractors Quality Control Representative shall perform slump tests of grout and take measurements of grout mix quantities to verify the grout mix, as follows:
  - 1. Slump tests shall be performed by the Contractor, once for every 150 cubic feet of grout injected, at least once per day.
- D. Contractors Quality Control Representative shall require the grouting contractor to cast minimum size 3 inch by 6 inch cylindrical molds for strength testing. One set of four cylinders or molds shall be cast during each slump test.
- E. Layout of grout injection points shall be by the grouting contractor and checked by the Contractors Quality Control Representative.

**RESTRICTIONS**

- A. The Contractor shall be responsible for obtaining any State and municipal permits (if required) and conforming to all State and local regulations.
- B. The Contractor shall be responsible for conducting a Gopher One Call and associated utility locating and markout for the precise delineation of all above and below ground utilities and obstructions.
- C. No discharge of grout, slurry or other materials will be permitted into Brewery Creek.

**MEASUREMENT**

- A. Measurement for pressure grouting will be made by the cubic yard. No separate measurement will be made for any of the individual items necessary for performance of the work including but not limited to submittals, documentation and monitoring, site access and work necessary to make site accessible and restoration of same, grout pipes, grout, grout installation or grout testing except that separate payment will be made for items "Temporary Stream Diversion" and "Dewatering".
- B. No measurement will be made under this item for grout placed for "Lining Sewer Pipe 60". Grout required for these two items is considered an incidental expense for which separate payment will not be made.

**PAYMENT**

- A. Payment for pressure grouting as detailed and specified herein and in the Plans will be made under Item 2301.607 "Pressure Grout" at the contract price per cubic yard and shall be considered payment in full for all work and incidentals as required for the complete foundation soil improvement program as detailed in the Plans and Special Provisions.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-22 (2360) TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)**

Furnish and place bituminous wearing course mixture in two lifts as shown in the Plans. Placement and material requirements shall be per City of Duluth 2015 Standard Specifications for Construction and Mn/DOT 2360.

**SP-23 (2401) CONCRETE BRIDGE CONSTRUCTION**

The provisions of MN/DOT 2401 shall apply on this project as supplemented and/or modified by the following:

**SP-23.1 Joint Filler and Sealer**

The provisions of 2401.3.1.1, "Joint Sealing," are supplemented as follows:

Complete concrete curing prior to installation of sealing materials. A minimum of 14 days drying is required prior to application of sealers. Saw cut joints, sandblast, blow clean, and ensure the concrete surfaces are dry at the time the sealer is installed. Perform work as per manufacturer's recommendations.

Construct preformed joint(s) as detailed in the plans and in conformance with the following requirements.

1. Use bituminous felt that complies with AASHTO M33, modified to the extent that the load required to compress the test specimen to 50 percent of its thickness before test be not more than 1200 psi (8274 kPa).
2. Supply cork complying with 3702, "Preformed Joint Fillers".
3. Supply polystyrene complying with the following:

<b>Compressive Strength for Polystyrene Elements</b>		
<b>Type</b>	<b>Compressive Strength (min.) [5% deflection]</b>	<b>Characteristics</b>
A (High Density)	30 psi [207 kPa]	Closed Cell Expanded Polystyrene
B (Low Density)	10 psi [69 kPa]	Molded Polystyrene
Test for compressive strength of polystyrene in accordance with ASTM D 1621. Furnish evidence that the material meets these requirements, if requested by the Engineer.		

**SP-23.2 Structure Excavation Class E**

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

The item Structure Excavation shall include all excavation, sheeting and shoring, or other protection, and preparation of foundation for construction of the project. It shall also include the off-site disposal of surplus material. The work shall be performed in accordance with 2451, 2401 and all other applicable sections.

Notice is hereby given to the Contractor that all or parts of the work areas were constructed upon a former municipal landfill. Contractor shall notify the Engineer immediately if hazardous or contaminated waste is found during excavation work.

No measurement will be made of the excavated material or for any temporary shoring and other miscellaneous excavation or minor embankment work required to facilitate the construction of the project. All work performed as specified above will be considered to be included in a single lump sum for which payment is made under Item No. 2401.601, "Structure Excavation Class E".

**SP-24 (2503) LINING SEWER PIPE 60"**

The provisions of MN/DOT 2401, 2433 & 2503 shall apply on this project as supplemented and/or modified by the following:

**SP-24.1 Description of Work**

This work shall consist of lining the existing RCP at the identified locations and phases of the Brewery Creek Storm Sewer. The overall goal of the project is to line the indicated sections of the storm sewer and restore the function and extend the life of the existing sewer. Any form of lining used shall restore the structural capacity of the storm sewer and when lining is complete the resulting product shall be capable of safely carrying all external and internal loads including but not limited to hydrostatic, live load (traffic live load, HS-20 minimum) and dead load (self and soil overburden).

Two methods of lining of the pipe have been approved by the City of Duluth for use on this project. One is a spirally wound HDPE product with a grouted annular space. The other is CIPP. Each method may have different requirement in terms of access and required surface disturbance. The Plans are detailed to accommodate the removal and replacement of a portion of the identified access manholes in order to ensure the work is restored in accordance with City of Duluth Standards, should the manhole work be required by the contractor chosen lining method. Note that no work to either manhole is required, details are only given for use during demolition and reconstruction so that the work occurs per City of Duluth standards. The maximum construction limits and site disturbance limits shown in the Plans shall not be exceed without approval from the Engineer for any method of lining. All costs resulting from excavation, removals and restoration in excess of that shown in the Plans shall be borne solely by the Contractor.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-24.2 Lining Sewer Pipe (CIPP Method)**

Furnish all labor, materials, equipment, and incidentals required to install and test cured-in-place (CIPP) pipe lining and appurtenances complete as shown on the Drawings and as specified herein. Cured-in-place pipe lining is an acceptable procedure for lining the sewers where specified on the Drawings. Finished diameter of sewer shall be the maximum obtainable with allowance made for liner thickness. Concrete invert removal as shown in the Plans shall be performed as directed by the Engineer to allow for maximum finished sewer diameter and area and to provide a smooth inside surface.

**A. Definition**

Cured-in-place pipe lining is a trenchless rehabilitation method for buried pipelines, typically used to rehabilitate cracked, leaking, and deteriorating sewers.

**B. System Description**

Cured-in-place pipelining is typically installed in an inversion-type process that is inserted into the existing pipe at a manhole. The lining is a resin-impregnated flexible felt tube that is inserted into an existing pipe utilizing a vertical standpipe and hydrostatic head. The standpipe is erected with scaffolding over the manhole. During the inversion process, the lining material is turned inside out so the tough, but smooth polyurethane side becomes the interior surface of the new pipe. Hydrostatic head is used to insert the liner and provide a continuous tight fitting liner after the cure process is complete.

**C. Submittals**

**1. Product Data**

- a. Shop drawings of all cured-in-place pipe lining (CIPP) materials including resin, felt, and catalysts.
- b. Engineering calculations specifying the design and required thickness for each installation that are signed and sealed by a Registered Professional Engineer.
- c. Prior to mobilization, submit a table of all inside diameter measurements of all sewers scheduled to be lined.
- d. Detailed wet-out, storage, shipping, and installation procedures.
- e. Certified test reports that the CIPP for this Contract was manufactured and tested in accordance with all ASTM Standards specified and referenced herein.
- f. Lining production schedule with locations, lengths and sizes.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

2. The Contractor shall submit the following information to the Engineer for review and approval before any CIPP lining work is performed:
  - a. The number of years of experience installing CIPP lining.
  - b. The name of the CIPP lining manufacturer and supplier for this work and previous work listed below.
  - c. The Contractor shall submit a certified statement from the manufacturer that he/she is a certified and/or licensed installer of the CIPP lining.
  - d. A list of municipal clients that the Contractor has performed this type of work for, including names, phone numbers, linear footage, and a description of the actual work performed. Provide a sufficient number of references to total 20,000 feet or more of lining work to date.
  - e. A list of all completed CIPP projects within the past three years.
3. Equipment and Construction Procedures
4. Certificates of Compliance
5. Reference Standards
  - a. American Society for Testing and Materials (ASTM)
    - ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulation Materials
    - ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
    - ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
  - b. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

**D. Qualifications of the Cured-in-Place Pipe Lining Contractor**

1. The Contractor performing the CIPP lining work shall be fully qualified, experienced, and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by the CIPP manufacturer. There shall be no exceptions to these requirements.
  - a. The Contractor shall have successfully installed a minimum of 20,000 feet of the proposed liner as documented by verifiable references.
  - b. The proposed Superintendent shall have successfully installed a minimum of 10,000 feet of the proposed liner as supported by Owner references.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

2. The Contractor shall also be capable of providing crews as needed to complete the work without undue delay and shall begin work within 10 days from the authorized Notice to Proceed.
3. The Owner shall approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.
4. Submit references for any subcontractor that may be used on site.

**E. Delivery, Storage, and Handling**

1. Care shall be taken in shipping, handling, and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Engineer.
2. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, shall be marked as rejected and removed at once from the job site.
3. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

**F. Guarantee**

1. All CIPP lining placed shall be guaranteed by the Contractor and manufacturer for a period of one year from the date of final acceptance. During this period, all serious defects discovered in the CIPP lining, as determined by the Owner's Engineer, shall be removed and replaced in a satisfactory manner by the Contractor at no cost to the Owner. The Owner may conduct an independent television inspection, at his own expense, of the lining work prior to the completion of the one year guarantee period.

**G. Quality Assurance**

1. All liner to be installed under this Contract may be inspected at the plant for compliance with this Section by the Engineer or an independent testing laboratory provided by the Owner at his own expense. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Owner.
2. Inspection of the liner may also be made by the Engineer or other representative of the Owner after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and shall be removed from the job site at once.

**H. Safety**

1. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
2. The Contractor shall also perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and working with steam or hot water.
3. The Contractor shall provide traffic control meeting MUTCD standards.
4. The safety of pedestrians and the traveling public is the Contractor's responsibility.

**I. Materials**

1. **CIPP Lining**
  - a. CIPP lining shall be Insituform by Insituform Technologies, Inc., Inliner by Inliner USA, Inc., National Liner by National Envirotech, Inc., or Engineer approved equal.
  - b. The liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester complying with ASTM F-1216, Section 5.1. The felt tubing shall be impregnated with a thermosetting polyester resin complying with ASTM F-1216, Section 5.2 and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.
  - c. Design Criteria - The following design parameter values shall be based upon the following physical condition of the existing pipe to be rehabilitated.
    - Pipe Deterioration: All sections of the pipe shall be considered Fully Deteriorated.
    - Soil Parameters: Soil density, 120 lbs/cu.ft.; soil modules, 700 psi
    - Live Loads: All pipes beneath roadways shall be assumed to carry HS 20 live loads.
    - Ovality: The existing pipe shall be assumed to have an ovality of 2 percent.
    - A factor of safety of 2.0 shall be used.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

- Groundwater: At the surface.
  - Soil Depth: Depth of cover will be determined by field measurements.
  - Short Term Flexural Modulus: 250,000 psi.
  - Design Life: 50 years
- d. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
  - e. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.
  - f. When inverted and cured, the liner shall form a continuous, tight fitting, hard, impermeable liner that is resistant to chemicals found in domestic sewage.
  - g. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe to be lined.
  - h. The liner shall be fabricated to a size that will tightly fit the sewer being rehabilitated after being installed and cured. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to installation of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing sewer pipe.
  - i. The application of the resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat and contamination at all times.
  - j. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.
  - k. The CIPP liner shall be watertight.
  - l. The cured liner shall have the following minimum structural properties:

Property	Test	Minimum Standard
Flexural	ASTM	4,500
Flexural	ASTM	250,000
Tensile		3,000

**J. Preparation**

1. Clean each length of pipe to be lined and dispose of any resulting material.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

2. The Contractor shall conduct a color VHS videotape television inspection of each length of pipe after it is cleaned for the purpose of determining if existing conditions are suitable for the installation of the proposed lining process and to document the location of all service lateral connections and confirm point repair locations. Submit video tapes and logs to Engineer for review and approval prior to proceeding with liner installation.
3. Contractor shall dye test all service connections prior to lining to determine all active service connections and shall plug inactive service connections.
4. All service connections protruding 1-inch or more into the sewer to be lined shall be internally cut or ground down with a robotic cutter so as to be flush with the pipe to be lined prior to liner installation. The robotic cutter shall be monitored by closed circuit television equipment to verify proper cutting and shall be capable of cutting VCP, PVC, DIP, or CIP pipe. Equipment specifically designed for cutting roots from sewers (such as a chain cutter) shall not be allowed. The cost of this work shall be included in the unit cost of the liner installation.
5. The Contractor shall provide bypass pumping of sewage flows where the pipe rehabilitation work is being performed.
6. The Contractor shall notify all property owners who discharge sewage directly into the sewer to be lined that their sewage service will be interrupted and discontinued while the liner is being installed, cured, and active service connections re-opened. The Contractor shall notify each affected property owner at least 24 hours in advance of commencement of the work, giving the date, start time and estimated completion time for the work being performed.
7. Furnish and install the liner in the full length of sewer as shown on the Drawings. The installation of the liner shall be in complete accordance with the applicable provisions herein and the manufacturers' installation requirements and a representative of the manufacturer shall be present during the actual installation of at least 2,000 feet at the start of the work.
8. If, in the opinion of the CIPP liner manufacturer, the rate of infiltration in the sewer segment is high enough to risk washout of the resin, then the contractor shall perform measures, as required, to minimize the infiltration prior to pipe lining.

**K. Installing CIPP**

1. **Inversion Using Hydrostatic Head**  
The resin impregnated tube shall be inserted through an existing manhole by means of an inversion ring or standpipe, capable of applying the hydrostatic head required to fully extend the tube to the next designated manhole or termination point. The tube shall be inserted into the

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

inversion standpipe and the tube shall be turned inside out and attached to the standpipe so that a watertight connection is made. The inversion head shall be adjusted to a sufficient height to invert the tube from the starting manhole to the ending manhole and to hold it tight against the existing pipe wall, producing dimples at side connections and flared ends at the manholes. Care shall be taken not to overstress the felt tube at the elevated curing temperatures, which may cause damage or failure prior to cure.

**L. Curing**

After the inversion process is completed, the Contractor shall supply a suitable heat source of water and steam throughout the section to uniformly raise the water temperature above the temperature to affect a cure of the resin. The heat source shall be fitted with suitable monitors to gauge temperature of the incoming and outgoing water supply. Another gauge shall be placed between the layers of the impregnated felt tube in the upstream, downstream, and intermediate manholes to determine the temperature during curing. Water temperature in the line during the curing period shall not be less than 140 deg. F or more than 200 deg. F as measured at the heat source return line. Initial cure may be considered complete when the remote sensing device indicates the temperatures and curing time to be adequate, as recommended by the resin/catalyst system manufacturer. The contractor shall maintain a log of the temperature at each sensor during the entire curing process.

**A HOT WATER CURE MUST BE USED FOR ALL PIPES GREATER THAN TEN (10) INCHES.**

**M. Cooling Time**

**1. Cooling Down**

The Contractor shall cool the hardened cured-in-place-pipe to a temperature below 100 deg. F before relieving the water column. Cool water may be added to the water column while draining hot water from a small hole at the end of the cured- in-place-pipe so that a constant water column height is maintained until cool down is completed. Careful attention should be taken not to cool too quickly to eliminate the possibility of thermoshock. Care should be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed liner.

**N. Sealing and Cutting of Lining at Manhole**

- 1. Contractor may line multiple sewer segments at one time where possible as determined by the Contractor. Where this is done, the top one-half of the liner in the intermediate manhole shall be neatly removed, and the void behind the liner shall be filled with non-shrink grout. The channel in**

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

the manhole shall be a smooth continuation of the pipe (s) and shall be merged with other lines or channels, if any. Channel cross section shall be U-shaped and sides of channels shall be built up with mortar/concrete to provide benches at a maximum of 1 in 12 pitch towards the channel.

2. All cutting and sealing of the liner at manhole connections shall provide watertight pipe and manhole seals with the use of a quick set cement grout or approved equal.
3. CIPP and the existing pipe must be sealed as indicated above before proceeding on to the next manhole section, and all manholes shall be individually inspected for liner cut-offs, benches, and sealing works.

**O. Service Connections**

1. Reopen all of the existing active service connections in each length of sewer following reformation and cooling of the liner. The exact number and location of service connections shall be determined from the CCTV tapes of the dye testing. It shall be the Contractor's responsibility to accurately field locate all existing active service connections. The service connections shall be reopened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and the rehabilitated sewer pipe. All openings shall be clean, smooth and neatly cut and shall be flush with the lateral pipe. The bottom of the openings shall be flush with the bottom of the lateral pipe to remove any lip that could catch debris. Openings shall be at least 75 percent of the service lateral pipe if the lateral is to be replaced and at least 95 percent if the lateral is only to be reinstated. All of the liner penetrations or openings shall be watertight. If a cleanout is already available, a mini-camera from the cleanout shall be used to assist the operator with trimming. All service cut-out coupons shall be collected at the nearest downstream manhole.

**P. Quality Control**

1. For every 1,000 feet of liner installed, remove specimens of at least 18 inches in length for testing of thickness and flexural properties specified above. The Contractor shall collect the samples using a section of PVC pipe or other device approved by Engineer. The number of tests required may be reduced as approved by the Engineer after sufficient tests are performed to verify the CIPP design, production and installation procedures. Likewise, the frequency of tests may be increased by the Engineer and performed by the Contractor at no additional cost to the Owner when the required tests show that the installed lining does not meet the specifications. The specimens shall be cut from a section of installed and reformed line at an intermediate point or the termination point of the installation. All testing shall be paid for by the Contractor and

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

- shall be performed by an independent testing laboratory. Results of the tests for each liner shall be submitted within 30 days after the liner is installed.
2. For every segment of liner installed, the Contractor shall generate a report that documents installation, including date, time, temperature, curing temperature, curing time, etc. The reports shall be submitted to the Engineer prior to requesting payment.
  3. Following installation of the liner and re-opening of the service connections and replacement and re-connection of laterals to the liner, Contractor shall conduct a final video-taped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the Owner. The Contractor shall submit two tapes: one copy of the post installation immediately after the installation of the liner and a second tape that includes tapes of all of the installations for the project after installation of the new service laterals. The contractor shall submit tapes a minimum of 10 days in advance of any payment request to provide the Engineer ample time to review the tapes. There shall be no dry spots, lifts, wrinkles, ridges, splits, cracks, delaminations or other type defects in the CIPP lining. Defective lining will be removed and pipe re-lined at no additional cost to the Owner. If during the removal process, the pipe is damaged, Contractor will perform a point repair at Contractor's own expense.
  4. Groundwater infiltration of the liner shall be zero.
  5. All service connections shall be open, clear and watertight.
  6. The Contractor is required to maintain the work site in a neat and orderly condition throughout the period of work and after completing the work at each site, remove debris, surplus material and temporary structures erected by the Contractor.
  7. All work areas shall be restored to their original condition.
  8. Acceptance of CIPP lining shall be based on the Engineer's evaluation of the installation and curing data, results of air testing where required, review of the certified test data of the installed liner, and review of the TV/ videotapes and manhole inspections.

**Q. Measurement and Payment**

1. See Section SP24.4

**SP-24.3 Lining Sewer Pipe (SPR Method)**

The specification that follows is intended for a spirally wound lining made of steel reinforced HDPE.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

This section includes requirements on materials and procedures for fixed diameter machine spiral wound high density polyethylene (HDPE) pipe liner with fully encapsulated steel reinforcing.

**SP-24.3.1 Summary**

Machine spiral wound steel reinforced HDPE liner is intended for use in the rehabilitation of sanitary and storm sewers without excavation of the host pipe. The lining process uses a continuous single piece HDPE profile strip reinforced with a fully encapsulated continuous profiled steel strips for increased liner stiffness. The profile strip is machine wound directly into the deteriorated pipeline from an existing access chamber or manhole.

The system consists of a single, one part HDPE profile strip with "I" shaped ribs on one side. The edges of the strip are HDPE welded as it is spirally wound to form a liner inside the host pipe.

The steel strips are inserted into the HDPE profile strip and encapsulated at the point of manufacture. The combination of the HDPE profile together with the steel strips forms a composite structural liner.

A range of HDPE and steel strips are available with different profile, thickness and height configurations to match project design requirements.

The winding process is continuous until the complete length of the existing pipe between access points or manholes has been lined.

The liner is wound at a fixed diameter, leaving an annular space between the liner and host pipe wall. The annulus shall be filled with cementitious grout.

Grouting of the annulus is only necessary to provide a load path from the liner pipe to the host pipe and to position the liner within the existing pipeline. The liner is independently structural and does not rely on the reinforcing effect of the grout.

**SP-24.3.2 References**

ASTM D 256 : Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics

ASTM D 638 : Standard Test Method for Tensile Properties of Plastics

ASTM D 790 : Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

ASTM D 2412 : Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

ASTM D 2444 : Test for Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight)

ASTM D 3350 : Standard Specification for Polyethylene Plastics Pipe and Fittings Materials

ASTM F 2136 : Standard Test Method for Notched Constant Ligament- Stress (NCLS) Test to Determine Slow-Crack-Growth Resistance of HDPE Resins or HDPE Corrugated Pipe

**SP-24.3.3 Material Composition**

The extruded profile strip shall be made from HDPE compounds meeting the minimum requirements for cell classification 335420C or higher, as defined in ASTM D 3350.

The CA3 steel reinforcing shall be fully encapsulated, preventing exposure to corrosive elements.

**SP-24.3.4 Material and Equipment Acceptance**

At the time of manufacture, each lot of extruded profile strip shall be inspected for defects and tested for physical properties as specified. A "lot" is defined as a continuous extrusion run of a given profile designation on a spool.

HDPE profile strip minimum dimensions shall be in accordance with Table 1 below.

**TABLE 1**

Profile Type	Minimum Width		Minimum Height		Minimum Waterway Wall	
	mm	(in)	mm	(in)	mm	(in)
112-20RL	112.0	4.40	19.0	0.748	1.9	0.075
112-30RL	112.0	4.40	29.0	1.142	2.6	0.102
112-40RL	112.0	4.40	39.0	1.535	2.8	0.110

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

The nominal gauge, nominal height, minimum strip thickness and minimum moment of inertia of the individual steel reinforcing profiles shall conform to the following Table 2. Note that SPR™ PE profiles contain 3 strips of steel reinforcement.

The nominal gauge, nominal height, minimum strip thickness and minimum moment of inertia of the individual steel reinforcing profiles shall conform to the following Table 2. Note that SPR™ PE profiles contain 3 strips of steel reinforcement.

**TABLE 2**

Profile	Nominal Gauge		Nominal Height		Minimum Moment of Inertia	
	mm	in	mm	in	mm <sup>4</sup> /mm	in <sup>4</sup> /in
1617	1.6	0.0630	17	0.669	189.5	0.011564
1223	1.2	0.0472	23.5	0.906	375.4	0.02291
1625	1.6	0.0630	25	0.984	602.7	0.036778
2026	2.0	0.0787	26	1.023	847.4	0.051712
1233	1.2	0.0472	33.5	1.378	1087.6	0.066368
1635	1.6	0.0630	35	1.378	1653.8	0.100918

Design stiffness values for a specific combination of HDPE profile strip and steel reinforcing profile are available from the manufacturer.

Interlocking of the edges of HDPE strip is achieved with a site applied HDPE weld, suitable for use in a sewer environment.

**SP-24.3.5 Material Testing**

Before installation of the liner has commenced, a sample of profile from each production run shall be tested to confirm that the value of initial stiffness factor detailed in Table 1 exceeds specified minimum values.

**SP-24.3.6 Marking**

Each HDPE profile strip shall be distinctly marked on its inside surface at intervals not to exceed 1.5m (60 inches) with a code number identifying the manufacturer,

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

plant, date of manufacture and shift, and profile type. This information shall also appear on each reel.

**SP-24.3.7 Installation and Field Inspection**

Installation of machine spiral wound HDPE liner pipe for rehabilitation of existing sewers shall comply with ASTM F 1741, except as modified herein.

The existing pipeline shall be cleaned of any obstructions, to a standard suitable for installation of the liner, and televised. All existing live service connections shall be precisely located longitudinally and radially, and logged for subsequent reinstatement following installation of the liner.

Bypass pumping is not mandatory for installation of the spiral wound liner. The Contractor shall be responsible for deciding the need for flow diversion to allow successful liner installation. The Contractor shall be responsible for the cost of all cleanup and associated activities that may be required to rectify the effects of any spillage due to the liner installation.

During installation the winding machine shall perform the following operations simultaneously:

A continuous ribbed liner profile strip is supplied from a reel and fed down through the existing manhole to the winding machine positioned at the base of the manhole

The winding machine winds the HDPE strip into a liner pipe by welding the edges.

Winding continues until the full length of the deteriorated pipe between manholes has been lined

End seals between the liner pipe and the existing pipe shall be installed with a sealing material that is compatible with the liner pipe material.

Grouting shall be introduced under pressure into the annulus. Grout can be injected into the annular space in a variety of ways, such as through openings in the end seals, or at reconnected service connections, or through grout holes drilled in the liner pipe at appropriate points. The grouting operation can take place either in a continuous stage or in lifts, depending on the condition of the host pipe, diameter and length. The grout should consist of the following: Portland cement, water, fly ash or lime and admixtures as needed.

Any holes made in the liner for this operation shall be sealed in a manner approved by the Engineer.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

The transition between the liner invert and the invert in the manhole base shall be rendered smooth to reinstate the sewer flow line.

**SP-24.3.8 Service Connections**

The Contractor shall reinstate all live junctions immediately after installation of the liner. Service connections may be reinstated by excavation or internally.

The service connection openings shall conform to the shape and size of the inside diameter of the existing service connection.

Service connection openings shall be reinstated to 95 -100% of their diameter and free from rough edges or protrusions.

**SP-24.3.9 Post Installation Inspection**

A closed circuit television (CCTV) inspection or hands-on field inspection shall be carried out after installation to establish that the lining has been installed as specified and all live junctions have been reinstated.

The finished lining shall be free of defects that would affect long term strength or hydraulic performance.

**SP-24.4 Measurement and Payment**

Measurement shall be made by the linear foot measured along the slope of the pipe from end to end of liner with deductions made for manholes. No deductions will be made for services or other existing junction pipes.

Payment shall be made at the Contract unit price per linear foot and shall be considered compensation in full for all costs associated with furnishing and installing the liner to the satisfaction of the Engineer including:

- Inspection of the existing structure
- Design and engineering of the liner
- Post-installation inspection and/or televising
- Testing
- Cleaning
- Restoring connections and laterals
- Preparations required for and work associated with performing "blind shots"

Where demolition and reconstruction of the existing access manhole(s) is required, that portion of the work will be paid for separately under the respective Contract bid items except that the cost of any work that exceeds the scope and limits identified in the plans for any reason shall be borne solely by the Contractor.

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

**SP-25 (2564) INSTALL SIGN**

The provisions of MN/DOT 2564 shall apply on this project as supplemented and/or modified by the following:

Furnish and install sign as shown in the plans and at the location as directed by the engineer.

Measurement shall be per each and payment as such shall include all costs associated with furnishing and installing the sign, flanged channel sign post and all hardware.

**SP-26 (2572) METAL REINFORCEMENT**

The provisions of MN/DOT 2572 shall apply on this project as supplemented and/or modified by the following:

Delete the first paragraph of 2472.3.D.1, "Lap Splices," and substitute the following:

Provide lap splices as shown on the plans. If not shown on the plans, provide bar reinforcement lap lengths equal to at least 36 diameters for No. 7 [22] bar and smaller and at least 40 diameters for No. 8 [25] bar through No. 11 [36] bar. Lap bar reinforcement for No. 14 [43] bar through No. 18 [57] bar as approved by the Engineer in writing.

Delete Table 2472-2, "Reinforcement Bars Theoretical Weights Nominal Dimensions," and substitute the following:

Reinforcement bars may be marked in either U.S. Customary or metric sizes. Make conversions per the following table:

<b>Table 2472-2 Reinforcement Bars Theoretical Weights Nominal Dimensions</b>			
<b>Bar Size, Designation Number</b>		<b>Diameter, in [mm]</b>	<b>Weight, lb/ft [kg/m]</b>
<b>U.S. Customary Bar Size</b>	<b>Metric Bar Size*</b>		
3	10	0.375 [9.5]	0.376 [0.560]
4	13	0.500 [12.7]	0.668 [0.994]
5	16	0.625 [15.9]	1.043 [1.552]
6	19	0.750 [19.1]	1.502 [2.235]
7	22	0.875 [22.2]	2.044 [3.042]

**SPECIAL PROVISIONS**  
**City Job Number: 0036ST**  
**Brewery Creek Storm Sewer Rehabilitation**  
**November 23, 2015**

8	25	1.000 [25.4]	2.670 [3.973]
9	29	1.128 [28.7]	3.400 [5.060]
10	32	1.270 [32.3]	4.303 [6.404]
11	36	1.410 [35.8]	5.313 [7.907]
14	43	1.693 [43.0]	7.650 [11.380]
18	57	2.257 [57.3]	13.600[20.240]
* Bar designation numbers approximate the nominal diameter of the bar in millimeters			

**SP-27 (2563) TRAFFIC CONTROL**

The provisions of MN/DOT 2563 shall apply on this project as supplemented and/or modified by the following:

Furnish, install and maintain traffic control in accordance with 2015 City of Duluth Construction Standards.

- END -

## INSTRUCTIONS TO BIDDERS

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

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7) Collusive Agreements

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

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

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

10) Time for Receiving Bids

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

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

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

- 13) Responsible Contractor Verification and Certification of Compliance The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Verification and Certification of Compliance form. A company owner or officer must sign the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A Bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a

construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

A Bidder must also identify each subcontractor it intends to use on the Project. A Bidder must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form, identifying each subcontractor it intends to use as of the time of bid submission. Include the project number specific to the bid on each form. The completed Certification Forms must be submitted with the Bid Proposal.

If the Bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form, then the Bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Project Engineer. Include the project number specific to the bid on the form.

14) Award of Contract: Rejection of Bids

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

15) Execution of Agreement: Performance and Payment Bond.

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

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

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

16) Wages and Salaries

- a) Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and fringe benefit rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b) The rates of pay set forth in prevailing wage schedule(s) are *potentially* the minimums to be paid during the life of the contract. Project funding sources, bid opening date, contract award date, and the contract start date may be factors resulting in a change of prevailing wage schedules. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day hours in conjunction with the

project's funding sources, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. A project labor agreement will be included in all contracts exceeding \$150,000.

- 17) Equal Employment Opportunity Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section 11).
- 18) Employment and Business Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, if any work is subcontracted, efforts should be made to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.
- 19) Sales and Use Taxes It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his/her liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his/her expense, for which no direct compensation will be made by the city to the contractor over and above the accepted bid.
- 20) Pre-Bid/Pre-Construction Meetings
  - a) Should a pre-bid meeting will be held, it will be conducted seven (7) days prior to the bid date (see **Invitation to Bid** for time and place). All potential bidders are encouraged to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum.
  - b) Approximately seven (7) days after city council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his/her construction schedule, cost breakdown, required submittals, etc.
- 21) Equal Employment Opportunity (EEO) Affirmative Action Police Statement and Compliance Certificate.
  - a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
  - b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

# DATA FOR LABOR COST BIDDING

**NOTE:**

**Wage Decisions are subject to change due to lock-in rules and revisions near the bid opening.**

**Project No.: 0032ST**

**Name: Rehabilitation and Reline of Brewery Creek Storm Sewer Sections 29 & 31**

**City Project Manager: Tom Johnson**

**Bid Opening Date: 1/13/2016**

This project is funded by:

**City of Duluth**

The base workweek may be:

**Five 8-hour days OR four 10-hour days with OT after each  
AND  
OT after 40 hours per week**

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

Should a project contain a project labor agreement:

- 1) Union scale may **not** be reflected in the prevailing wage schedule(s)
- 2) Note Article II Section 10 for trucking labor costs

**City of Duluth funding only:**

Each certified payroll must indicate the base workweek on the accompanying MnDOT Statement of Compliance form and beside each employee's name when his/her hours differ from the normal base workweek, if applicable.

**OVERTIME REQUIREMENTS:**

**For projects funded by the City of Duluth: overtime must be paid on daily hours worked in excess of the base daily hours.** Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

**The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**

**Project Prevailing Wage Decision:**

**USDOL Heavy 08/28/15**

**USDOL Highway 7/31/15**

General Decision Number: MN150105 08/28/2015 MN105

Superseded General Decision Number: MN20140105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	05/22/2015
2	06/12/2015
3	08/28/2015

BOIL0647-004 01/01/2013

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

CARP0361-020 07/11/2011

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

CARP0361-021 07/11/2011

ST LOUIS (Duluth)

Rates	Fringes
-------	---------

CARPENTER (Including Form Work).....\$ 31.47 15.80

-----  
 CARP0606-010 05/01/2011

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

-----  
 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.

---

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.

=====  
END OF GENERAL DECISION

General Decision Number: MN150121 07/31/2015 MN121

Superseded General Decision Number: MN20140121

State: Minnesota

Construction Type: Highway

Counties: Carlton, Cook, Itasca, Koochiching, Lake, Pine and St Louis Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	07/31/2015

\* SUMN2014-001 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 30.20	22.63
CARPENTER.....	\$ 33.37	16.33
CEMENT MASON/CONCRETE FINISHER...	\$ 33.78	16.80
ELECTRICIAN		
Electrician.....	\$ 32.68	23.60
Ground Person.....	\$ 26.64	12.71
Lineman.....	\$ 39.76	16.38
Wiring System Installer.....	\$ 24.67	11.78
Wiring System Technician....	\$ 35.24	14.03
IRONWORKER.....	\$ 29.94	22.85
LABORER		
Blaster.....	\$ 28.89	15.33
Common or General.....	\$ 26.97	16.21
Flag Person.....	\$ 26.97	16.21
Landscape.....	\$ 18.75	13.24
Skilled.....	\$ 26.97	16.21
Underground & Open Ditch		

(8 ft below grade).....	\$ 27.67	16.21
MILLWRIGHT.....	\$ 35.33	14.78
PAINTER (Including Pavement Marking).....	\$ 28.81	15.37
PILEDRIVERMAN.....	\$ 33.37	16.33
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 32.92	17.20
GROUP 3.....	\$ 32.37	17.20
GROUP 4.....	\$ 32.07	17.20
GROUP 5.....	\$ 29.03	17.20
GROUP 6.....	\$ 27.82	17.20
Special Equipment		
Articulated Hauler.....	\$ 32.07	17.20
Boom Truck.....	\$ 32.07	17.20
Landscaping Equipment, Includes Hydro Seeder or Mulcher, Sod Roller, Farm Tractor with Attachment Specifically Seeding, Sodding, or Plant, and Two-Framed Forklift (Excluding Front, Posit- Track and Skid Steer Loaders), No Earthwork or Grading for Elevations.....	\$ 18.75	13.24
Off-Road Truck.....	\$ 31.37	16.70
Pavement Marking or Marking Removal Equipment Operator (one or two person operators), Self- Propelled Truck or Trailer Mounted Units.....	\$ 28.36	16.36
OPERATING ENGINEER CLASSIFICATIONS		

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg) (power) (skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller

Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobil; Crushing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill, Dual Tractor; Elevating Grader; Fort Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Trench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or similar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Machine); Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

TRUCK DRIVER

GROUP 1.....	\$ 26.85	14.40
GROUP 2.....	\$ 26.30	14.40
GROUP 3.....	\$ 26.10	14.80
GROUP 4.....	\$ 26.80	14.80

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner.....\$ 27.67                    16.21

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

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

-----  
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.

=====

END OF GENERAL DECISION

# City of Duluth

## Indemnification & Insurance Requirements

(Updated February 16, 2011)

**(Please Be Sure These Requirements Can Be Met before Submitting Your Response)**

### INDEMNIFICATION CLAUSE

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 matter 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.

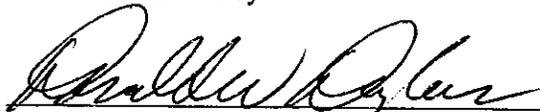
### INSURANCE

- 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 the paragraph above, subject to provisions of subparagraph below.
  - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,00** 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 Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits 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. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
  - e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.
  - f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 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.

Procedure verified by:

  
\_\_\_\_\_  
Don Douglas, Claims Adjuster  
Duluth City Attorney's Office

Date

9/20/12

PRE-2004 CG 2010

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

\*\*\*\*\*

NOTICE OF CANCELLATIONS ENDORSEMENT IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth, MN 55802	30



REQUEST FOR BID  
 DATE 12/23/2015  
 BID # 16-0073

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION  
 100 CITY HALL  
 Duluth, MN 55802

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

**REHABILITATION AND RELINE OF BREWERY CRK STORM SEWER SECTION 29 & 31  
 City Project No. 0036ST**

**BID OPENING DATE AT 2:00 P.M. ON WEDNESDAY JANUARY 13, 2016**

Note: all bids must be written, 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 award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax is not to be included in the unit price. Bidder to state freight chargers if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE  
 FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSUREANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division	Tax:	Federal Excise Tax Exemption
Jobsite(s)		Account No. 41-74-0056 K

Vendor Email Address: \_\_\_\_\_ FREIGHT CHARGE \$ \_\_\_\_\_

NAME: \_\_\_\_\_ TOTAL BID PRICE # \_\_\_\_\_

ADDR1: \_\_\_\_\_ TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2: \_\_\_\_\_

ADDR3: \_\_\_\_\_

BY: \_\_\_\_\_ PAYMENT TERMS \$ \_\_\_\_\_

(Print) \_\_\_\_\_ (Title) \_\_\_\_\_ F.O.B. POINT \$ \_\_\_\_\_

(Signature) \_\_\_\_\_ (Tele. #) \_\_\_\_\_ DELIVERY DATE \$ \_\_\_\_\_

**\*\*NOTE: Please self-identify as an MBE \_\_\_\_\_ or WBE \_\_\_\_\_ by checking if applicable.**

The City of Duluth is an Equal Opportunity Employer.

C I T Y O F D U L U T H

DATE: 12/23/2016  
BID #: 16-0073

\*\*\*\*\*SCHEDULE OF PRICES\*\*\*\*\*

TION AND RELINE OF BREWERY CKR STORM SEWER SECTIONS 29& 31

City Project No. 0036ST  
Bid No. 16-0073

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Unit Price	Total Price
001		1	Each	Exhibit A (Must Be Returned With The Bid)	\$ _____	\$ _____
TOTAL \$						_____

ADDENDUM RECEIPT ACKNOWLEDGEMENTS:

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

TOTAL BID IN WORDS:

\_\_\_\_\_

CONTRACTOR NAME:

\_\_\_\_\_

THE CONTRACTOR AGREES TO ALL OF THE PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS. ENCLOSED HERewith FIND A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF AT LEAST 5% OF THE AMOUNT OF PROPOSAL MADE PAYABLE TO THE CITY OF DULUTH AS A PROPOSAL GUARANTEE WHICH IT (see additional page(s))

\_\_\_\_\_  
(Initial)

C I T Y O F D U L U T H

DATE: 12/23/2016  
BID #: 16-0073

IS AGREED BY THE UNDERSIGNED WILL BE FORFEITED IN THE EVENT THE FORM OF CONTRACT AND BOND IS NOT EXECUTED, IF AWARDED TO THE UNDERSIGNED.

The bidder hereby certifies that he/she has received or viewed on-line the 2015 edition of the City of Duluth Public Works/Utilities Department Engineering Division Construction Standards including supplements and has incorporated the terms hereof in its bid.

SIGNED: \_\_\_\_\_ FOR

\_\_\_\_\_  
A PARTNERSHIP (OR)

\_\_\_\_\_  
A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:

\_\_\_\_\_  
PRESIDENT  
VICE-PRES. \_\_\_\_\_  
SECRETARY \_\_\_\_\_  
TREASURER \_\_\_\_\_

ADDRESS (ES) \_\_\_\_\_

BEING DULY SWORN, DEPOSES AND SAYS THAT THERE ARE NO OTHER PERSONS COMPRISING ABOVE COMPANY OR FIRM THAN THE ABOVE NAMES, AND THAT THERE ARE NO PERSONS OR CORPORATIONS INTERESTED IN THE FORGOING PROPOSALS, EITHER AS PRINCIPAL OR SUBCONTRACTOR, OTHER THAN THE ABOVE NAMES; ALSO THAT THE PROPOSALS ARE MADE WITHOUT ANY CONNECTION WITH ANY PERSON OR PERSONS MAKING ANY PROPOSAL FOR THE ABOVE WORK; THAT THEY ARE IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; AND THAT NO PERSON ACTING IN ANY OFFICIAL CAPACITY FOR THE CITY OF DULUTH IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN, OR IN ANY PORTION OF THE PROFIT THEREOF.

(see additional page(s))

\_\_\_\_\_  
(Initial)

C I T Y   O F   D U L U T H

DATE: 12/23/2016  
BID #: 16-0073

---

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF A.D.,

---

NOTARY PUBLIC

IMPORTANT NOTE BIDDERS:  
PLEASE DISREGARD THE NOTE ON PAGE 1  
REGARDING SALES TAX FOR THIS BID. ALL  
APPLICABLE SALES AND/OR USE TAXES ARE  
TO BE INCLUDED IN BID PRICING. ALSO,  
ALL BIDS ARE TO BE F.O.B. JOBSITE.  
THE BLANK ON PAGE ONE FOR FREIGHT IS TO  
TO BE LEFT BLANK.

Delivery Contact: Tom Johnson  
Engineering  
218-730-5103

---

(Initial)

BID ITEM	SPEC. NO.	ITEM	UNIT	PHASE A EST. QTY.	PHASE A UNIT COST	PHASE A COST
1	2021.501	MOBILIZATION	LUMP SUM	0.7		
2	2104.503	REMOVE CONCRETE FLOOR	SQ FT	540.0		
3	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	1,815.0		
4	2104.501	REMOVE PIPE SEWERS	LIN FT	24.0		
5	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	130.0		
6	2105.521	SELECT GRANULAR BORROW MOD. 7% (CV)	CU YD	350.0		
7	2105.601	DEWATERING	LUMP SUM	0.7		
8	2105.601	TEMPORARY STREAM DIVERSION SYSTEM	LUMP SUM	0.7		
9	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	50.0		
10	2301.607	PRESSURE GROUT	CU YD	10.0		
11	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	50.0		
12	2401.601	STRUCTURE EXCAVATION CLASS E	LUMP SUM	0.7		
13	2503.511	12" PVC PIPE SEWER	LIN FT	24.0		
14	2503.603	LINING SEWER PIPE 60"	LIN FT	268.0		
15	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN A OR F	LIN FT	11.3		
16	2506.516	CASTING ASSEMBLY	EACH	1.0		
17	2511.515	GEOTEXTILE FILTER TYPE V	SQ YD	260.0		
18	2563.601	TRAFFIC CONTROL	LUMP SUM	0.7		
19	2573.530	STORM DRAIN INLET PROTECTION	EACH	4.0		
20	2575.505	SODDING TYPE LAWN	SQ YD	30.0		
21	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	54.0		

TOTAL PHASE A \_\_\_\_\_

PHASE B

BID ITEM	SPEC. NO.	ITEM	UNIT	PHASE B EST. QTY.	PHASE B UNIT COST	PHASE B COST
1	2021.501	MOBILIZATION	LUMP SUM	0.3		
2	2104.501	REMOVE CURB AND GUTTER	LIN FT	86.0		
3	2104.503	REMOVE CONCRETE FLOOR	SQ FT	260.0		
4	2104.503	REMOVE CONCRETE WALK	SQ FT	370.0		
5	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	1,600.0		
6	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	130.0		
7	2105.521	SELECT GRANULAR BORROW MOD. 7% (CV)	CU YD	410.0		
8	2105.601	DEWATERING	LUMP SUM	0.3		
9	2105.601	TEMPORARY STREAM DIVERSION SYSTEM	LUMP SUM	0.3		
10	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	50.0		
11	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	45.0		
12	2401.601	STRUCTURE EXCAVATION CLASS E	LUMP SUM	0.3		
13	2503.603	LINING SEWER PIPE 60"	LIN FT	126.0		
14	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN A OR F	LIN FT	11.8		
15	2506.516	CASTING ASSEMBLY	EACH	1.0		
16	2511.515	GEOTEXTILE FILTER TYPE V	SQ YD	270.0		
17	2521.501	5" CONCRETE WALK	SQ FT	265.0		
18	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	26.0		
19	2531.501	CONCRETE CURB AND GUTTER DESIGN D424	LIN FT	27.0		
20	2563.601	TRAFFIC CONTROL	LUMP SUM	0.3		
21	2564.602	INSTALL SIGN	EACH	1.0		
22	2573.530	STORM DRAIN INLET PROTECTION	EACH	1.0		
23	2575.505	SODDING TYPE LAWN	SQ YD	140.0		
24	2582.501	PAVEMENT MESSAGE (HANDICAPPED SYMBOL) PAINT	EACH	1.0		

TOTAL PHASE B \_\_\_\_\_

INITIAL \_\_\_\_\_

GRAND TOTAL PHASE A + B \_\_\_\_\_

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

Affidavit of Non-Collusion:

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

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, 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; and
- 4) 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 E.I. Number \_\_\_\_\_

(Number used on employer's quarterly Federal Tax return)

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

**TO:** City of Duluth, Minnesota **PROJECT NUMBER & DESCRIPTION** \_\_\_\_\_

**FROM:** \_\_\_\_\_

(FIRM'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.

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: \_\_\_\_\_

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

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

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development 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.

(2) 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:

- (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;
- (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; and
(7)	All subcontractors 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.

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.

**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 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement 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. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement 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 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.

**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,**
- 2) I have included Attachment A-1 with my company's solicitation response, 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-2**

**ADDITIONAL SUBCONTRACTORS LIST**

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

**PROJECT TITLE:** \_\_\_\_\_

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

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

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>	
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 <b>Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

# IMPORTANT - NOTICE TO BIDDER

*On the envelope submitting your bid, it is imperative*

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

<b>S E A L E D</b>	BID NO.	<b>B I D D E R</b>
	DATE OF OPENING	
	TIME OF OPENING A.M. P.M.	
	DESCRIPTION	