



CITY OF DULUTH
PURCHASING DIVISION
Room 100 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX
purchasing@duluthmn.gov

ADDENDUM #1

BID No. 2016-0255

PROJECT No. 1524

2016 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 3RD AVENUE WEST TO 6TH AVENUE WEST

NOTICE

This addendum serves to notify all bidders of the following changes to the solicitation documents and is hereby made a part of the Contract Documents.

DRAWINGS

1. Title Sheet
 - a. Replace the title sheet with the attached title sheet.
2. Sheet 5
 - a. Inset D: revise the leadered note which reads "12" DEPTH SELECT MATERIAL FROM EXCAVATION" to read, "12" DEPTH SELECT GRANULAR BORROW MOD. 7% (CV)."
 - b. Typical Duct Bank Section: delete key note 6 next to the leadered note that reads, "PROVIDE SPACERS AT 8' TO 10' INTERVALS ALONG DUCT (CARLON SNAP-LOC OR APPROVED EQUAL). Key note 6 does not apply to the spacers.
3. Sheet 16
 - a. Sheet 16 is revised per the attached sheet 16.
4. Sheet 23
 - a. Sheet 23 is revised per the attached sheet 23.
5. Sheet 44
 - a. Sheet 44 is revised per the attached sheet 44.

SPECIFICATIONS

1. PREVAILING WAGE RATES
 - a. Replace the United State / Department of Labor, General Decision MN20150105 Prevailing Wage Rate for Heavy Construction as they have changed. New rates, effective 03/04/2016 (see attached) supersede the rates of 01/08/2016 that are
2. INSURANCE REQUIREMENTS
 - a. Replace the standard City of Duluth Indemnification & Insurance Requirements included in the Proposal Package with the "City of Duluth and Minnesota Power

Indemnification & Insurance Requirements” (two pages) which is attached to this addendum.

3. 2504 WATER MAIN AND SERVICE LINE INSTALLATION

a. 2504.B.17. Cleaning and Disinfection of HDPE Water Mains:

- i. Delete the first sentence of the first paragraph and replace with the following:
 1. All mains will be visually inspected for debris (dirt, HDPE chips, curls and shavings) to the satisfaction of the engineer. Any debris observed shall be removed by the Contractor.

4. SP-6 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL STAGING OF TRAFFIC CONTROL

a. Add the following paragraph:

- i. The Contractor shall erect orange safety fence along the curb line of the street for each phase to separate the walks from the Contractor's walk area. Walks shall remain open to public during construction unless otherwise approved by the City.

5. SP-7 (1505) COOPERATION BY CONTRACTORS

a. Add the following paragraph to SP-7:

- i. Duluth Energy will provide the asbestos abatement contractor to provide the work required for the asbestos abatement of the existing steam line. The Contractor is responsible for mass trench excavation to expose the existing steam line leaving approximately 2-inches of cover on the pipe and taking care not to damage the existing asbestos lining to prevent contamination of the adjacent soils. The Contractor shall excavate a minimum 2-ft wide trench adjacent to the existing steam line and to the depth of the approximate invert of the existing pipe to allow the abatement contractor to fully expose the pipe prior to abatement. The abatement contractor will demarcate the abatement work zone which is anticipated to be about 20-ft x 20-ft in the immediate vicinity of the abatement work. After the abatement contractor has removed the asbestos lining, the Contractor shall proceed with the removal of the existing steam pipe as described in the drawings and elsewhere in the Special Provisions. The abatement work for this project is anticipated to take 5 working days. The Contractor shall provide a minimum of 48-hours' notice prior to proceed with the excavation related to the steam work. The abatement work shall not be considered a controlling operation.

6. SP-8 (1507) UTILITY PROPERTY AND SERVICE

a. Add the following to the sixth paragraph:

- i. NESC's contractor will relocate its facility concurrent with Contractor's operations. The Contractor shall coordinate and facilitate the relocation of NESC's facilities.

b. Add the following paragraph to SP-8:

- i. The City of Duluth currently owns three PVC conduits which run through the existing Minnesota Power Vault IEMH-18. These conduits carry traffic signal control conductors. They are routed from a series of electrical hand-holes located in the sidewalk within the intersection of Michigan Street and 3rd Avenue West to a control box located between Michigan Street and Superior Street. The scope of the Contractor's work is to:
 1. Remove the conductors from the conduit and protect them,

2. Remove the conduits from IEMH-18 and repair the penetrations,
 3. Re-route the conduits under the electrical duct banks as shown in the plan and profiles,
 4. Splice into the existing conduits at a convenient location within the existing excavations, and
 5. Pull the removed signal conductors back through the conduits and hand-holes to the signal control panel.
 - ii. The City of Duluth will assist the Contractor by disconnecting the conductors within the control panel and prepare them for removal. Then the City will coordinate with Minnesota Power to remove the City owned items from within IEMH-18. Finally, once the Contractor has pulled the conductors back into the control panel the City of Duluth will re-land the signal control conductors within the control panel.
 - iii. Payment for labor and materials to complete this work shall be included for payment under the lump sum pay item for the Repair Electrical Manhole – Type D.
7. SP-22 (2504) TEMPORARY WATER SERVICE SYSTEM
 - a. Add the following paragraph to SP-22.A, CONSTRUCTION REQUIREMENTS:
 - i. The Contractor shall provide temporary joint restraint and thrust blocking as required to secure the temporary water service connection to construct the temporary water main system and the new water main utilizing helical piles, shoring, steel cribbing or other acceptable methods and in accordance with detail 1 on sheet 23 of the plans. No re-use of existing rods on in-place pipe shall be permitted and the Contractor shall assume that no existing joint restraint is available. The Contractor shall provide a submittal detailing the proposed restraint method(s) to be used for the Engineer's review. The Contractor shall assume 150 psi working pressure at the service.
 - b. Add the following to paragraph SP-22.A, CONSTRUCTION REQUIREMENTS:
 - i. The Contractor shall provide temporary dead end thrust blocking to restrain the existing pipe and temporary caps in accordance with the detail on Sheet 23. The Contractor shall provide a submittal detailing the cross bracing method to be used for the Engineer's review. The Contractor shall assume 150 psi working pressure at the dead end thrust blocking location. The concrete mix shall be a high early structural concrete mix capable of attaining 3,000 psi in 12 hours.
8. SP-28 (2550) DUCT BANK
 - a. The second paragraph SP-28.B, MATERIALS is revised to read, "Concrete duct bank shall be a dyed red, high-early 2,500 psi mix with 3/8" pea gravel.

INFORMATION TO BIDDERS

1. Refer to the manufacturer's attached precast duct bank fabrication drawing for additional information related to the precast duct bank.

END OF ADDENDUM

Please acknowledge receipt of this Addendum by initialing and dating Addendum # below the bid form on the invitation for bids.

Posted Date. March 16, 2016

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE 2016 EDITION OF THE CITY OF DULUTH PUBLIC WORKS AND UTILITIES DEPARTMENT
STANDARD CONSTRUCTION SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY.
AVAILABLE AT:

<http://www.duluthmn.gov/engineering/standard-construction-specifications/>

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MN MUTCD,
INCLUDING THE FIELD MANUAL DATED JANUARY 2014.

<http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/index.html>

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES AND NOTES
4	STANDARD PLATES & NOTES
5-8	TYPICAL SECTIONS
9-16	CONSTRUCTION DETAILS
17-21	EROSION & SEDIMENT CONTROL PLANS
22-28	TEMPORARY WATER SERVICE SYSTEM
29-35	TRAFFIC CONTROL & SEQUENCING PLAN
36-38	EXISTING CONDITIONS & REMOVALS
39-44	CONSTRUCTION PLAN & PROFILE
45-47	CONCRETE PAVING PLAN
S1-S3	STEAM AND HOT WATER PLANS

- THIS PLAN CONTAINS 50 SHEETS -

WARNING

LOCATION OF ALL UNDERGROUND
UTILITIES SHALL BE VERIFIED BY
THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

DESIGNERS: (LHB) S. Hohenstein, P. Barden, A. Beissel, M. Goplin

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

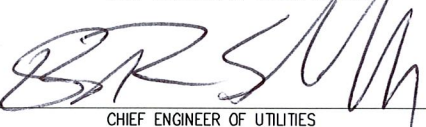
PRINT NAME: BRADFORD P. SCOTT

SIGNATURE: 

DATE: 2/25/2016 LIC. #: 46198

CITY APPROVAL



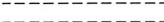
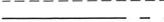
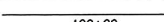
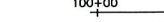











































APPROVED  CHIEF ENGINEER OF TRANSPORTATION DATE

APPROVED  CHIEF ENGINEER OF UTILITIES DATE

APPROVED  CITY ENGINEER DATE 2-26-16

1 OF 47 SHEETS

PLAN SYMBOLS

SECTION SUBDIVISION LINE	
EXISTING R/W	
PERMANENT EASEMENT	
TEMPORARY EASEMENT	
RAILROAD R/W	
PROPERTY LINE	
ALIGNMENT STATIONS	
ALIGNMENT POINTS	
ENTRANCE	
BUILDING	
ORNAMENTAL FENCE	
RETAINING WALL	
GUARDRAIL (W-BEAM)	
WOODS OR BRUSH, NURSERY	
DECIDUOUS TREES	
CONIFER (EVERGREEN) TREES	
BUSH OR SHRUB	
MONUMENT (CI, ACT, ACP, BCP, ...)	
CONCRETE OR STONE MONUMENT	
IRON PIPE	
IRON PIN OR REBAR	
IRON PIN WITH BRASS DISK	
NAIL, PK NAIL, SPIKE, SFP, T-BAR, ...	
VERTICAL CONTROL	
HORIZONTAL CONTROL	
POWER POLE	
LIGHT POLE	
LIGHT AND TELEPHONE POLE	
LIGHT, TELEPHONE AND POWER POLE	
GUY POLE	
POLE ANCHOR	
TELEPHONE POLE	
TELEPHONE AND POWER POLE	
UNDERGROUND CABLE PEDESTAL	
TELEPHONE MANHOLE (VAULT)	
TRAFFIC SIGNAL LIGHT	
HAND HOLE	
CULVERT	
CULVERT WITH APRONS	
DUCT BANK	
BURIED ELECTRIC CABLE	
BURIED FIBER OPTIC CABLE	
BURIED TELEPHONE CABLE	
SANITARY MAIN	
SANITARY SERVICE	
STORM SEWER LINE	
WATER MAIN	
WATER SERVICE	
GAS MAIN	
GAS SERVICE	
STEAM	
HOT WATER SUPPLY	
HOT WATER RETURN	
WATER SHUT-OFF VALVE	
VALVE	
FIRE HYDRANT	
CATCH BASIN	
STORM MANHOLE	
ELECTRICAL MANHOLE / VAULT	
SANITARY MANHOLE	
STEAM MANHOLE	
TELE-COMMUNICATIONS MANHOLE	
INLET PROTECTION	
ROCK LOG	
SILT FENCE	
SOIL BORING	

UTILITY NOTE

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS
UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS
DETERMINED ACCORDING TO THE GUIDELINES OF CI/ ASCE
38-02, ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION OF EXISTING SUBSURFACE UTILITY DATA".

SCALES

PLAN	10 ft.	
PROFILE	10 ft. HORIZ.	2.5 ft. VERT.
INDEX MAP	1000 ft.	

CITY OF DULUTH BID # 2016-0255

CITY OF DULUTH

DEPARTMENT OF PUBLIC WORKS AND UTILITIES

ENGINEERING DIVISION

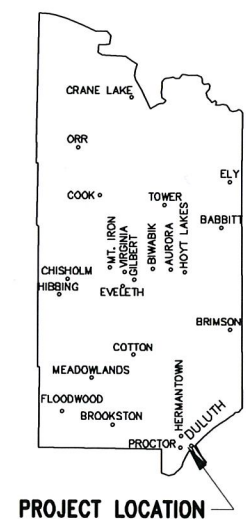
2016 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 3RD AVE WEST TO 6TH AVE WEST

CONSTRUCTION PLANS FOR: WATER MAIN REPLACEMENT, GAS MAIN, ELECTRICAL DUCT BANK,
STEAM/ HOT WATER DISTRIBUTION PIPING, GRADING, AGGREGATE BASE, AND CONCRETE PAVEMENT

LOCATION

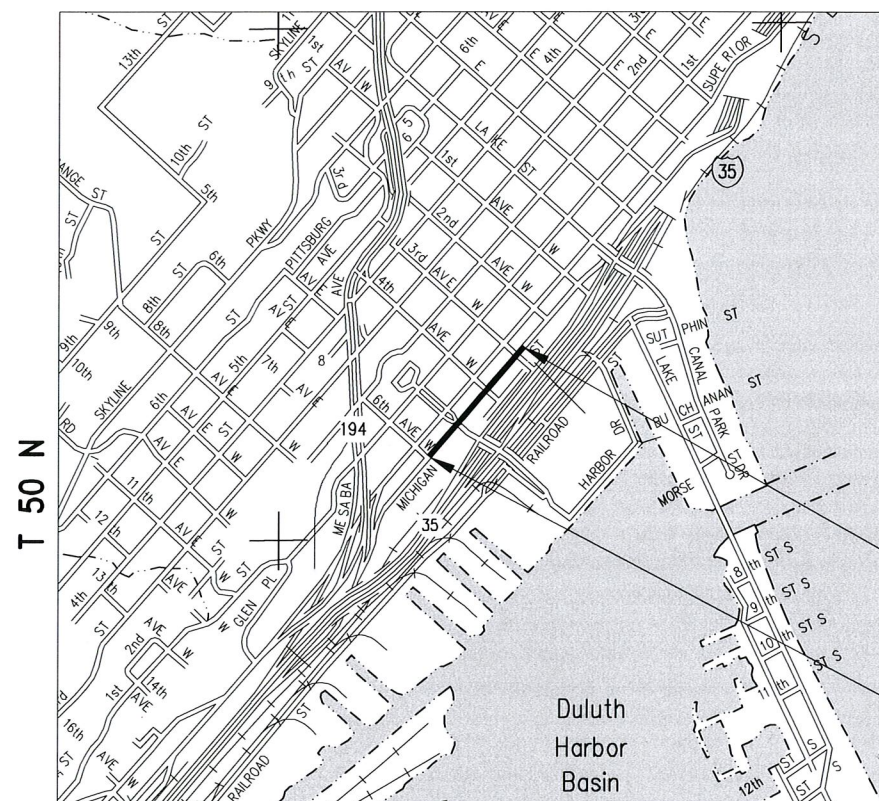
WEST MICHIGAN STREET - 3RD AVE. WEST TO 6TH AVE. WEST

CITY OF DULUTH PROJECT NO. 1524



PROJECT LOCATION

ST. LOUIS COUNTY



R 14 W

END PROJECT:
STA. 22+10.00

BEGIN PROJECT:
STA. 7+46



21 W. Superior St., Ste. 500 | Duluth, MN 55802 |
218.727.8446

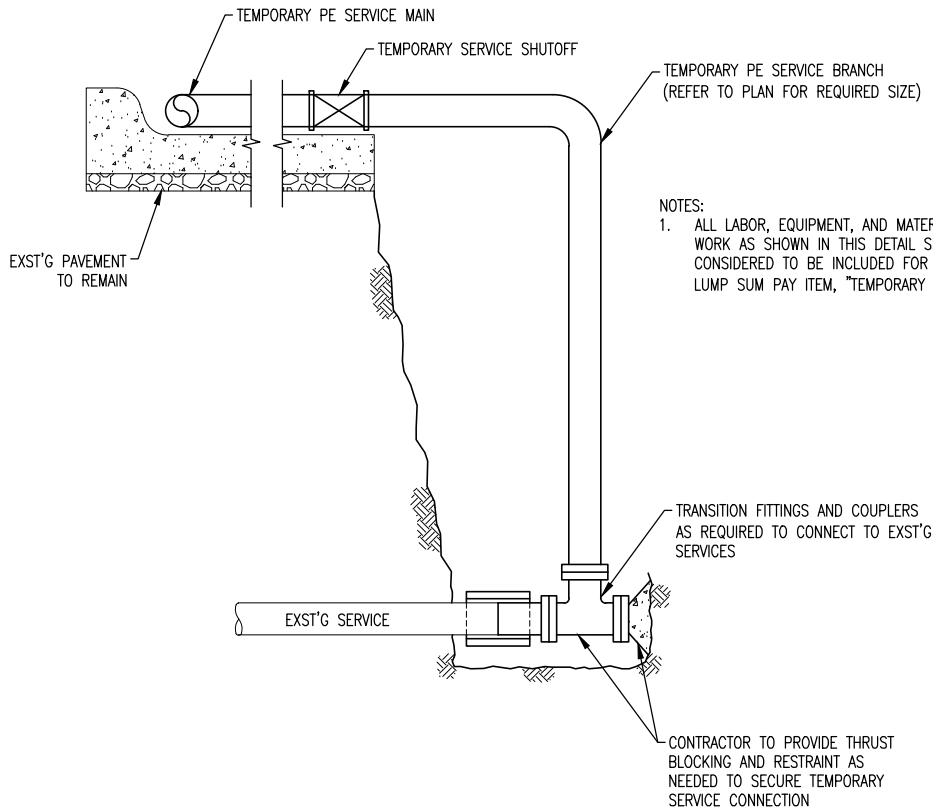
PLAN REVISIONS

DATE	SHEET NO.	APPROVED BY

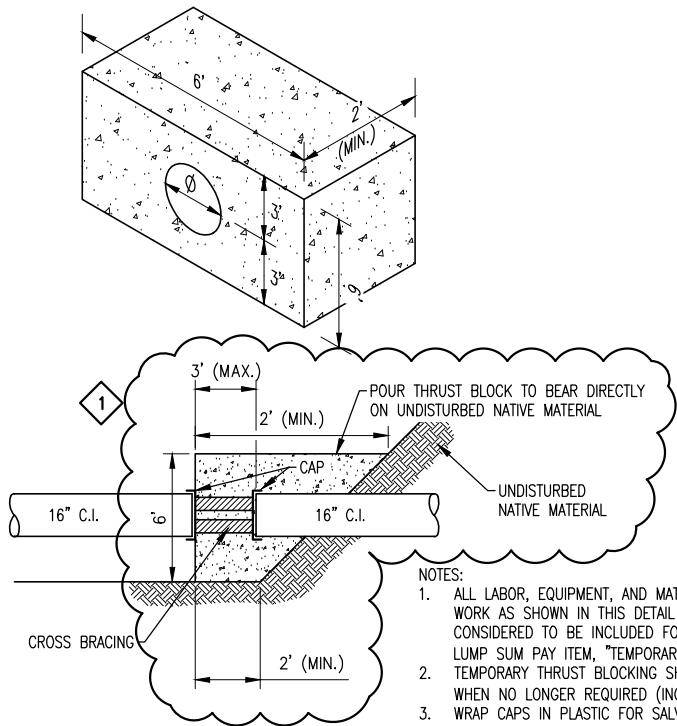
SHEET NO. 16 OF 47 SHEETS

PLOT DATE: 3/15/2016 3:11:10 PM FILE: R:\EPDs\150724\600 Drawings\Temporary Water Plans\150724_08b_Details.dwg

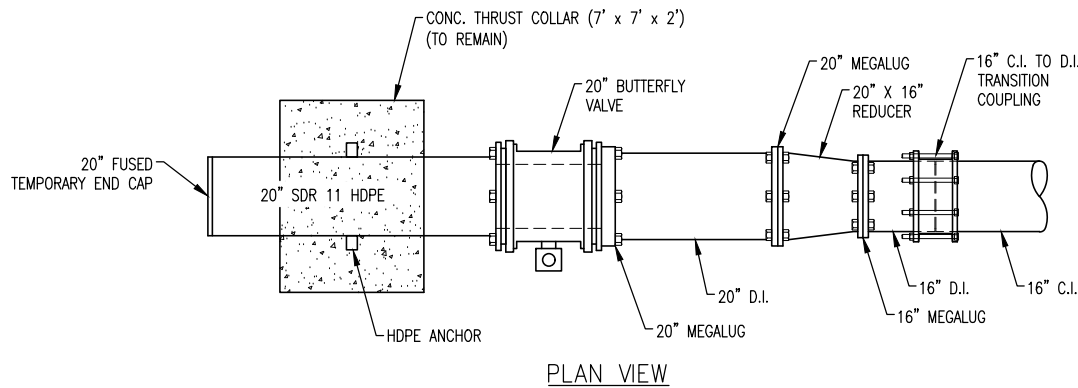
TEMPORARY AND RECONNECT WATER SERVICES												
ADDRESS	TEMP SERVICE DIAM (INCHES)	CONNEX POINT	RECON SERVICE DIAM (INCHES)	TAP SIZE (INCHES)	VALVE (INCHES)	REDUCER	MJ	SIZE (INCHES)	MATERIAL	SERVICE TYPE		REMARKS
										DOMESTIC	FIRE	
424 W Superior Street	2	HOSE BIB	6	20 X 6	6	X	X	4	CI			ORDEAN BUILDING
404 W Superior Street	2	SERVICE	6	20 X 6	6		X	6	DI	X	X	STANLEY BUILDING
332 W Superior Street	NO		6	20 X 6	6		X	6	CI		X	PROVIDENCE BUILDING
332 W Michigan Street	2	SERVICE	2	20 X 2	2			1 1/4	CU	X		DULUTH PLUMBING
332 W Superior Street	NO		2	20 X 2	2			2	CU	X		PROVIDENCE (WEST)
332 W Superior Street	2	SERVICE	2	20 X 2	2			2	CU	X		PORVIDENCE (EAST)
332 W Michigan Street	NO		6	20 X 6	6		X	6	CI		X	DULUTH PLUMBING (UPPER FLOORS)
332 W Michigan Street	2	SERVICE	2	20 X 2	2			1	?	X		DULUTH PLUMBING (UPPER FLOORS)
324 W Superior Street	NO		6	20 X 6	6		X	6	DI			MEDICAL ARTS
324 W Superior Street	6	SERVICE	6	20 X 6	6		X	6	DI	X	X	MEDICAL ARTS
314 W Michigan Street	NO		6	20 X 6	6		X	6	DI		X	MEDICAL ARTS ANNEX
314 W Superior Street	6	SERVICE	8	20 X 8	8		X	8	DI		X	TORREY BLDG
306 W Michigan Street	6	SERVICE	6	20 X 6	6		X	6	CI	X	X	HARBOR CENTER
306 W Michigan Street	6	SERVICE	6	20 X 6	6	X	X	4	DI	X		HARBOR CENTER
306 W Superior Street	6	SERVICE	6	20 X 6	6	X	X	4	DI	X	X	ALWORTH BUILDING
302 W Superior Street	NO		6	20 X 6	6		X	6	DI		X	LONSDALE BUILDING
302 W Superior Street	2	METER MANIFOLD	2	20 X 2	2		X	6	CU	X		LONSDALE BUILDING
230 W Michigan Street	6	SERVICE	6	20 X 6	6		X	6	DI	X	X	DTA



1 TEMPORARY WATER SERVICE CONNECTION
NOT TO SCALE



2 TEMPORARY DEAD END THRUST BLOCKING
NOT TO SCALE



- NOTES:
- ALL LABOR, EQUIPMENT, AND MATERIAL TO PROVIDE WORK AS SHOWN IN THIS DETAIL SHALL BE CONSIDERED TO BE INCLUDED FOR PAYMENT UNDER PAY ITEM, "CONNECT TO EXISTING WATER MAIN" BY THE EACH.

3 PERMANENT WATER CONNECTION ASSEMBLY
NOT TO SCALE

1 ADDENDUM NO. 1

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.

BRAD SCOTT
PRINTED NAME


SIGNATURE

02-25-2016
DATE
46198
LIC. NO.

MICHIGAN ST. 6TH-3RD AVE WEST

LHB PROJECT NO. 150724

CONSTRUCTION DETAILS

TEMPORARY WATER SERVICE SYSTEM

SHEET NO. 23 OF 47 SHEETS

General Decision Number: MN160105 03/04/2016 MN105

Superseded General Decision Number: MN20150105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/08/2016
1	03/04/2016

BOIL0647-004 01/01/2013

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

CARP0361-020 05/01/2015		

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

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

CARP0361-021 05/01/2015		

ST LOUIS (Duluth)

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

CARP0606-010 05/01/2015		

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

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

* ELEC0242-012 05/31/2015		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.90	24.47

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		

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

(weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

City of Duluth and Minnesota Power

Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

To the extent allowed by law, Consultant shall defend, indemnify and hold City and Minnesota Power, a division of ALLETE, Inc. ("MP") and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City or MP unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

INSURANCE

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, City and MP from all liability described in the paragraph above, subject to provisions of subparagraph below. Insurers providing insurance under this Agreement shall be rated "A-1" or better by the A.M. Best rating service.

a.

- (1) Worker's compensation in accordance with the laws of the state of Minnesota.
- (2) Commercial General Liability and Automobile Liability Insurance with limits not less than **\$2,000,000 per occurrence and \$4,000,000 in aggregate**, 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: Broad Form Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability, and shall have no explosion, collapse, and underground (xcu) exclusions.
- (3) City of Duluth and MP) shall be named as **Additional Insured's** under the Commercial General Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself, the City of Duluth, and MP. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with notice to the City and MP of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth and MP do not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
- (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth and MP as an additional insured's.*
- (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City and MP without fail not less than the notice provision contained in the underlying insurance policy or policies prior to any cancellation of the policy or coverages evidenced by said certificate. In addition, Contractor commits to provide notice to City and MP at least 30 days prior to any change of any policy or coverage.

- 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 and MP 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 and MP 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 advanced notice at least equal to that provided for the underlying policy of insurance being given to the City and MP.

- f. Contractor hereby commits to provide notice to City and MP at least 30 days in advance of any change in the insurance provided pursuant to this Section 7 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 7 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City and MP.
- g. 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 and MP which is reasonably available.

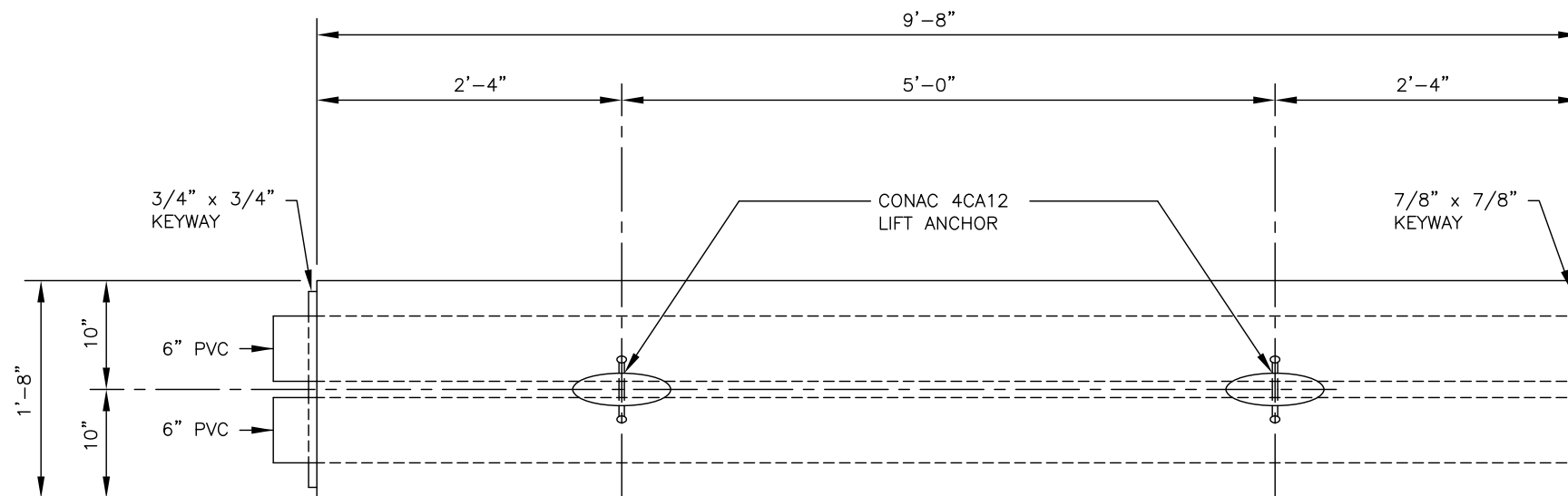
NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

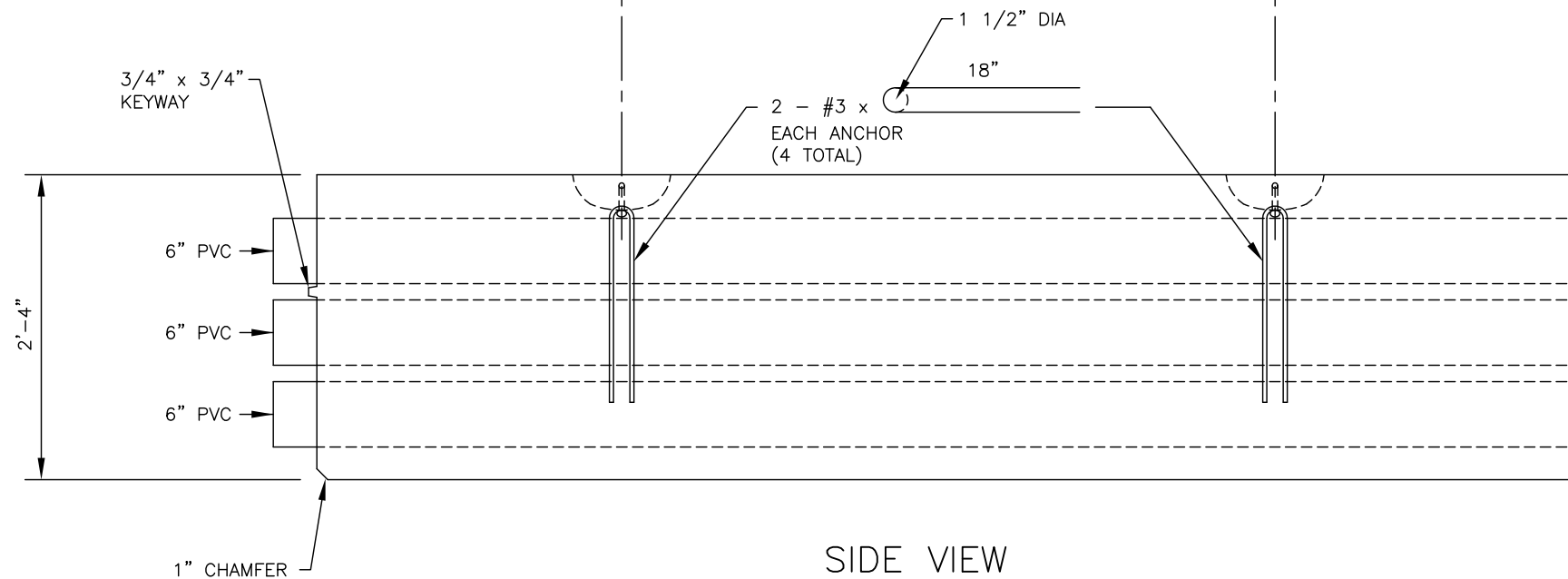
All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule
Person or Organization
(Name and Address)

City of Duluth
Purchasing Division
Room 100 City Hall
411 West First Street
Duluth MN 55802



TOP PLAN



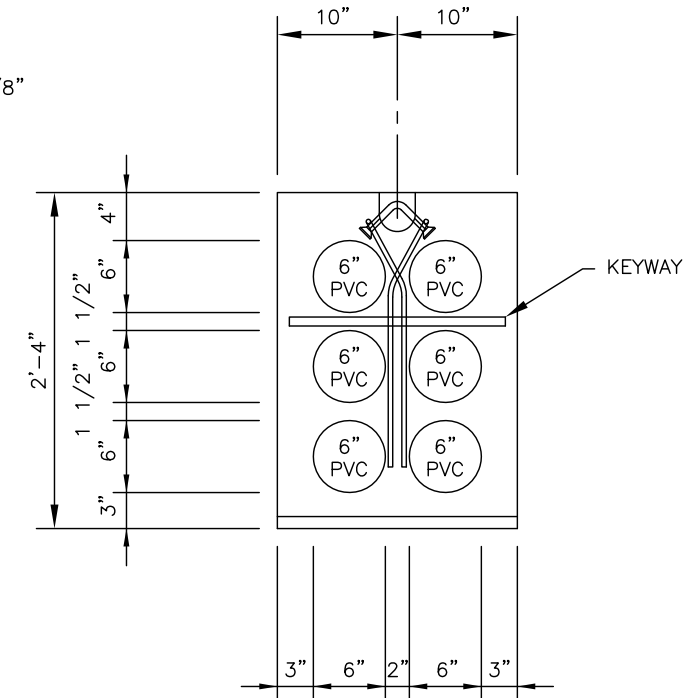
SIDE VIEW

MATERIALS

ALL CONCRETE TO BE MINIMUM OF 5,000 PSI 28 DAY COMPRESSIVE STRENGTH
 COARSE AGGREGATE SHALL BE CRUSHED LIMESTONE
 AGGREGATES SHALL CONFORM TO ASTM C33
 CONCRETE TO CONFORM TO ACI 318
 ALL CONCRETE TO CONTAIN 5-7 PERCENT AIR-ENTRAINMENT
 ALL REINFORCING STEEL TO BE ASTM A615 - GRADE 60
 CONAC A-ANCHOR: 4CA12 (SWL = 2,600 LBS. TENSION)

QUANTITY PER DUCTBANK

CONCRETE VOLUME	0.98 CU. YD.
CONCRETE WEIGHT	4,000 LBS.
REBAR WEIGHT	5 LBS.
6" PVC CONDUIT	60 LIN. FT.



END VIEW

PRELIMINARY - FOR APPROVAL ONLY - NOT FOR CONSTRUCTION

Cretex Concrete Products Midwest, Inc.
 2825 Maury Street
 Des Moines, Iowa 50317
 (515) 264-1065



PRECAST CONCRETE DUCTBANK
 20" x 28" x 9'-8"
 WITH 6 - 6" DIAMETER PVC CONDUITS

TITLE:
 PRECAST
 CONCRETE
 DUCTBANK

DATE:
 07-2-2015

SHEET:
 S1
 1 OF 1
 AHAI(A)
 2015-053(A)A