

PROPOSAL PACKAGE

2016 STREET PRESERVATION PROJECT

**East Skyline Parkway
S.A.P. 118-114-004**

**City of Duluth, Minnesota
411 West 1st Street
Duluth, MN 55802**

City Project # 1513

Bid # 2016-0334

Opening Date: May 11, 2016

Time: 2:00 PM

Place (Submit Bids): Room 100

PROPOSAL PACKAGE INDEX OF DOCUMENTS

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CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: 2016 Street Preservation Project -
Reconditioning East Skyline Parkway

BID NUMBER: 2016-0334

BID OPENING: MAY 11, 2016 AT 2:00 PM

PROJECT DESCRIPTION: This project provides for the milling and reclamation of bituminous surfacing on East Skyline Parkway from Mesaba Avenue to Kenwood Avenue. The Project will also include ADA curb ramp installation and various curb & gutter and sidewalk removal and replacement.

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

Each bidder must review the 2016 Edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" available on the city website (www.duluthmn.gov) as these Specifications are incorporated by reference and are deemed to be a part hereof this project as if fully incorporated and set forth herein.

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

Plans and specifications may be obtained at no cost from the City's Purchasing Division website at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Hard copies of the plans and specifications may be obtained from the City Engineering Office, Room 211 City Hall, 411 West 1st Street, Duluth, MN 55802 for a nominal fee, payable by check or money order.

Plans and specifications are on file for inspection at the City Engineering Office, Duluth Builders Exchange, Minnesota Builder's Exchange, Wisconsin Builder's Exchange, Blue Book Construction Network, and Meda Construction Connection.

INSTRUCTIONS TO BIDDERS

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

Sealed bids must be received in Purchasing, Room 100 City Hall, 411 West 1st Street, Duluth, MN 55802 before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Bid results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.

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

The following documents must be submitted with your bid:

1. **Bid Bond** - A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by telephone prior to the scheduled bid opening.
2. **Acknowledgment of Addendum** (if applicable) – any changes to this solicitation will be announced via Addendum. All such Addenda shall become part of the resulting purchase order and/or contract and all bidders shall be bound by such Addenda, whether or not received by the bidders. Acknowledgement of Addenda should be indicated on your bid form by initialing and dating where indicated.
3. **Responsible Contractor** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached). The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City’s request.

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

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Performance & Payment Bonds** – The successful bidder will be required to submit performance and payments bonds in the full amount of the project cost prior to award.
4. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with

Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

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

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

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

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

CITY OF DULUTH



Amanda Ashbach
Purchasing Agent

BID FORM

ITEM	PRICE
See Attached Exhibit A	\$
	\$
	\$
(FROM EXHIBIT A) TOTAL	\$

TOTAL PRICE IN WRITING

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # _____	DATE _____
ADDENDUM # _____	DATE _____
ADDENDUM # _____	DATE _____
ADDENDUM # _____	DATE _____

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____

If your organization is certified as a disadvantaged business enterprise, please check here -

Exhibit A

Item No.	Spec. No.	Description	Unit	EST. Qty	Unit Price	Total
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2104.501	REMOVE CURB & GUTTER	LIN FT	645		
3	2104.503	REMOVE CONCRETE WALK	SQ FT	1,445		
4	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	108		
5	2123.503	MOTOR GRADER	HOUR	20		
6	2130.501	WATER	MGAL	25		
7	2131.502	CALCIUM CHLORIDE SOLUTION	GALLON	1,668		
8	2215.501	FULL DEPTH RECLAMATION	SQ YD	14,442		
9	2232.501	MILL BITUMINOUS SURFACE (2")	SQ YD	14,442		
10	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	1,733		
11	2360.502	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1,733		
12	2504.602	CONCRETE ENCASED VALVE BOX COLLAR	EACH	7		
13	2506.602	CONCRETE ENCASED CASTING COLLAR	EACH	16		
14	2506.602	MANHOLE FRAME SEAL	EACH	6		
15	2521.501	4" CONCRETE WALK	SQ FT	830		
16	2521.501	6" CONCRETE WALK	SQ FT	615		
17	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	645		
18	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	3.75		
19	2531.618	TRUNCATED DOMES	SQ FT	109		
20	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
21	2573.531	STORM DRAIN INLET PROTECTION	LUMP SUM	1		
22	2580.603	INTERIM PAVEMENT MARKING	LIN FT	6880		
23	2582.501	PAVEMENT MESSAGE EPOXY	SQ FT	98.04		
24	2582.502	12" SOLID LINE EPOXY	LIN FT	212		
25	2582.502	24" STOP LINE EPOXY	LIN FT	116		
26	2582.502	4" SOLID LINE EPOXY	LIN FT	3390		
27	2582.502	4" DOUBLE SOLID LINE EPOXY	LIN FT	3440		

Grand Total: _____

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: S.A.P. 118-114-004

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

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

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: S.A.P. 118-114-004

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

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

January 15, 2016
Page 1 of 3

DEPARTMENT OF TRANSPORTATION

NOTICE OF SUSPENSION

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be suspended for a period of six (6) months, effective January 14, 2016 until July 14, 2016:

- Jeffrey and Laurie Plzak doing business as Fibertech Incorporated¹, and its affiliates, Loretto, MN

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective January 12, 2015 until January 12, 2018:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore, MN
- Elmore Truck and Trailer, Inc., Elmore, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

¹ This notice refers only to Fibertech Incorporated of Loretto, Minnesota and is not to be confused with any other businesses not controlled by Jeffrey and Laurie Plzak, including: FiberTech of Parkers Prairie, Minnesota; Fiber Tech Productions of Nisswa, Minnesota; Fiber Technologies Solutions of Georgia; or Fiber-Tech Industries of Cadillac, Michigan.

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

January 15, 2016
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DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

NAME	DATE OF SUSPENSION
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
NAME	DATE OF DEBARMENT
Best Electric Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
C & S Electric, Inc. Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through January 12, 2018
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)
Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
Ocuture, LLC 11930 Camby Park Drive Houston, TX 77047	Dec. 15, 2014 through Dec. 15, 2015 (eligible for reinstatement Dec. 15, 2016)
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	March 11, 2015 through March 11, 2017 (eligible for reinstatement March 11, 2017)

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

January 15, 2016
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St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <http://sam.gov>.

This list does not include preclusion actions taken by cities, counties or local authorities. Consult local authorities to ensure that contractors, subcontractors and materials suppliers are not currently suspended or debarred.

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.: 1315

Name: 2016 Street Preservation Project – East Skyline Parkway

City Project Manager: Duncan Schwensohn, PE

Bid Opening Date: May 11, 2016

This project is funded by:

**State of Minnesota without federal funding
and with City of Duluth funding**

The base workweek:

Five 8-hour days 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

OVERTIME REQUIREMENTS:

Overtime must be paid on hours worked in excess of eight hours per day. 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 Decisions: US DOL MN160105 03/04/2016 MN105,
MN160001 4/01/2016 MN1**

**State of Minnesota Region 1 Highway-Heavy 2015-12-29
State of Minnesota Truck Rental Rates 2016-1-25**

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		

Gas Pipeline only).....\$ 26.97	16.21

LABO1097-002 05/01/2014	
NORTHERN ST. LOUIS COUNTY	
	Rates Fringes
LABORER	
Common or General (Natural Gas Pipeline only).....\$ 25.02	18.16

LABO1097-005 05/01/2014	
ST LOUIS (North of T. 55 N)	
	Rates Fringes
LABORERS	
(1) Common or General.....\$ 25.02	18.16
(2) Mason Tender Cement/Concrete.....\$ 25.22	18.16
(6) Pipe Layer.....\$ 27.52	18.16

PLAS0633-036 05/01/2012	
ST. LOUIS COUNTY (North of T 55N)	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 26.71	14.64

PLAS0633-039 05/01/2012	
ST. LOUIS COUNTY (South of T 55N)	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 32.78	16.80

TEAM0160-018 05/01/2015	
	Rates Fringes
TRUCK DRIVER (DUMP)	
(1) Articulated Dump Truck..\$ 28.70	15.20
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....\$ 28.15	15.20
(3) Tandem Axles; & Single Axles.....\$ 28.05	15.20

SUMN2009-072 09/28/2009	
	Rates Fringes
LABORER: Landscape.....\$ 12.88	4.61

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

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

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

(weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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General Decision Number: MN160001 04/01/2016 MN1

State: Minnesota

Construction Type: Highway

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

HIGHWAY 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	04/01/2016

SUMN2016-001 05/01/2014

	Rates	Fringes
CARPENTER.....	\$ 35.65	17.08
CEMENT MASON/CONCRETE FINISHER....	\$ 34.20	17.38
ELECTRICIAN		
Electrician.....	\$ 35.01	24.62
Ground Person.....	\$ 28.26	13.92
Lineman.....	\$ 32.27	14.11
Wiring System Installer.....	\$ 25.84	12.02
Wiring System Technician.....	\$ 36.90	14.43
IRONWORKER.....	\$ 30.94	23.45
LABORER		
Blaster.....	\$ 28.89	15.33
Common or General.....	\$ 29.23	17.02
Flag Person.....	\$ 29.23	17.02
Landscape.....	\$ 27.64	12.64
Skilled.....	\$ 29.23	17.02
Underground & Open Ditch (8 ft below grade).....	\$ 29.93	17.02
MILLWRIGHT.....	\$ 37.83	15.33

PAINTER (Including Pavement Marking).....	\$ 28.01	18.77
PILEDRIVERMAN.....	\$ 35.65	17.08
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 34.39	18.90
GROUP 3.....	\$ 33.84	18.90
GROUP 4.....	\$ 33.54	18.90
GROUP 5.....	\$ 30.50	18.90
GROUP 6.....	\$ 29.29	18.90
Special Equipment		
Articulated Hauler.....	\$ 33.54	18.90
Boom Truck.....	\$ 35.54	18.90
Landscaping Equipment.....	\$ 21.17	13.99
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 Tench 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.....	\$ 30.15	15.20
GROUP 2.....	\$ 26.30	14.40
GROUP 3.....	\$ 26.20	14.40
GROUP 4.....	\$ 27.82	17.20

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.....	\$ 29.93	17.02
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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)).

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WAGE DETERMINATION APPEALS PROCESS

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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:

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etc.) that the requestor considers relevant to the issue.

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U.S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 01

Counties within region:

- CARLTON-09
- COOK-16
- ITASCA-31
- KOOCHICHING-36
- LAKE-38
- PINE-58
- ST. LOUIS-69

Effective: 2015-10-12 Revised: 2015-12-29

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS

	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2015-10-12	28.11	16.57	44.68
	2016-05-01	29.23	17.02	46.25
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2015-10-12	28.11	16.57	44.68
	2016-05-01	29.23	17.02	46.25
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2015-10-12	27.64	12.64	40.28
104 FLAG PERSON	2015-10-12	28.11	16.57	44.68
	2016-05-01	29.23	17.02	46.25
105 WATCH PERSON	2015-10-12	24.56	16.32	40.88
	2016-05-01	25.68	16.77	42.45
106 BLASTER	2015-10-12	28.89	15.33	44.22
107 PIPELAYER (WATER, SEWER AND GAS)	2015-10-12	30.61	16.57	47.18
	2016-05-01	31.73	17.02	48.75
108 TUNNEL MINER	2015-10-12	28.81	16.57	45.38
	2016-05-01	29.93	17.02	46.95
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2015-10-12	28.81	16.57	45.38
	2016-05-01	29.93	17.02	46.95
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS;	2015-10-12	28.11	16.57	44.68

PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

	2016-05-01	29.23	17.02	46.25
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2015-10-12	28.11	16.57	44.68
	2016-05-01	29.23	17.02	46.25
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2015-10-12	32.92	17.20	50.12

SPECIAL EQUIPMENT (201 - 204)

201 ARTICULATED HAULER	2015-10-12	32.93	17.90	50.83
	2016-05-01	33.54	18.90	52.44
202 BOOM TRUCK	2015-10-12	32.93	17.90	50.83
	2016-05-01	33.54	18.90	52.44
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2015-10-12	20.01	13.54	33.55
	2016-05-01	21.17	13.99	35.16
204 OFF-ROAD TRUCK	2015-10-12	31.37	16.70	48.07
205	2015-10-12	28.36	16.36	44.72

PAVEMENT MARKING OR MARKING REMOVAL
EQUIPMENT (ONE OR TWO PERSON OPERATORS);
SELF-PROPELLED TRUCK OR TRAILER MOUNTED
UNITS.

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2015-10-12	33.78	17.90	51.68
	2016-05-01	34.39	18.90	53.29
302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306 GRADER OR MOTOR PATROL				
307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3	2015-10-12	33.23	17.90	51.13
	2016-05-01	33.84	18.90	52.74
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316 LOCOMOTIVE CRANE OPERATOR				
317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				

319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2015-10-12	32.93	17.90	50.83
		2016-05-01	33.54	18.90	52.44
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344	FRONT END, SKID STEER OVER 1 TO 5 C YD				
345	GPS REMOTE OPERATING OF EQUIPMENT				
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				

- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2015-10-12	29.89	17.90	47.79
	2016-05-01	30.50	18.90	49.40

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

GROUP 6	2015-10-12	28.68	17.90	46.58
	2016-05-01	29.29	18.90	48.19

- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)
- 389 DREDGE DECK HAND
- 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
- 393 LEVER PERSON
- 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

TRUCK DRIVERS

GROUP 1	2015-10-12	28.70	15.20	43.90
	2016-05-01	30.15	15.20	45.35

- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2015-10-12	26.30	14.40	40.70
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- 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3	2015-10-12	26.20	14.40	40.60
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2015-10-12	27.82	17.20	45.02
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS				
701 HEATING AND FROST INSULATORS	2015-10-12	39.31	16.20	55.51
	2016-06-06	41.26	15.80	57.06
702 BOILERMAKERS	2015-10-12	34.15	26.37	60.52
	2016-01-01	35.55	26.52	62.07
703 BRICKLAYERS	2015-10-12	32.87	20.96	53.83
704 CARPENTERS	2015-10-12	34.11	17.08	51.19
	2016-05-01	35.65	17.08	52.73
705 CARPET LAYERS (LINOLEUM)	2015-10-12	32.13	12.85	44.98
706 CEMENT MASONS	2015-10-12	33.70	17.38	51.08
	2016-05-01	34.20	17.38	51.58
707 ELECTRICIANS	2015-10-12	33.90	24.13	58.03

	2016-05-01	35.01	24.62	59.63
711 GROUND PERSON	2015-10-12	27.44	13.28	40.72
	2016-04-04	28.26	13.92	42.18
712 IRONWORKERS	2015-10-12	31.04	23.45	54.49
713 LINEMAN	2015-10-12	32.27	14.11	46.38
714 MILLWRIGHT	2015-10-12	36.28	15.33	51.61
	2016-05-01	37.83	15.33	53.16
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2015-10-12	26.66	18.77	45.43
	2016-05-02	28.01	18.77	46.78
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2015-10-12	34.11	17.08	51.19
	2016-05-01	35.65	17.08	52.73
717 PIPEFITTERS . STEAMFITTERS	2015-10-12	40.95	17.01	57.96
719 PLUMBERS	2015-10-12	40.25	17.71	57.96
	2016-05-01	41.80	17.71	59.51
721 SHEET METAL WORKERS	2015-10-12	30.52	25.36	55.88
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL			

DLI.PREWAGE@STATE.MN.US

727 WIRING SYSTEM TECHNICIAN	2015-10-12	36.00	14.43	50.43
	2016-07-01	36.90	14.43	51.33
728 WIRING SYSTEMS INSTALLER	2015-10-12	25.21	12.02	37.23
	2016-07-01	25.84	12.02	37.86
729 ASBESTOS ABATEMENT WORKER	2015-10-12	28.50	16.88	45.38
	2016-01-01	29.30	17.33	46.63

730 SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREWAGE@STATE.MN.US



Labor Standards

Prevailing wage minimum truck rental rates: Region 1

The operating costs were determined by survey on a statewide basis. The operating cost for "four or more axle units, straight body trucks" is determined to be \$50.82 an hour. The operating cost for "three axle units" is determined to be \$37.35 an hour. The operating cost for "tractor only" is determined to be \$49.17 an hour. The operating cost for "tractor trailers" is determined to be \$60.63 an hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the state's 10 highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows.

Minimum hourly truck rental rates

Region 1	Tractor trailer	4 or more axle	3 axle	Tractor only
Jan. 25, 2016	\$104.53	\$91.52	\$77.95	\$93.07
May 1, 2016	\$105.98			\$94.52

[Select another region \(map\)](#) | [Prevailing wage truck rental rates](#)

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 City Project No. 1513, S.A.P. 118-114-004
2016 Street Preservation Project – East Skyline Parkway

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.



CITY OF DULUTH
PERFORMANCE BOND

KNOW ALL MEN BY

THESE PRESENTS: That we:

_____ (contractor's name)
(hereinafter called the "Contractor") located at: _____

_____ (contractor's address)

and _____ (surety's name)

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

_____ (surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), in the penal sum of _____

Dollars (\$ _____) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

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

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

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or performance of the contract,
- C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the

enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

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

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

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

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and

the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of _____, 20____.

Name of Principal

By

Name of Surety

By
Attorney-in-Fact

ACKNOWLEDGEMENTS

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

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

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

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

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

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____(title) of

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said

acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____

Assistant City Attorney Duluth MN

Dated this _____ day of _____, 20 ____

Finance Director Duluth MN



CITY OF DULUTH
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

_____ (contractor's name)
(hereinafter called the "Contractor") located at: _____

_____ (contractor's address)

and _____ (surety's name)

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

_____ (surety's address)

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

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

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

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

- A) If the Contractor shall make payments, as they may become due, to all persons supplying "labor and materials," as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
- B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

Then, this obligation shall be void; otherwise it shall remain in full force and effect.

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

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

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

Signed this _____ day of _____, 20____.

Name of Principal

By

Name of Surety

By _____
Attorney-in-Fact

ACKNOWLEDGEMENTS

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

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

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

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

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

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____ (title)
of _____

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____

Assistant City Attorney Duluth MN

Dated this _____ day of _____, 20 ____

Finance Director Duluth MN

City of Duluth

Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

To the extent allowed by law, Consultant shall defend, indemnify and hold City 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 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

- 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 **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota 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.
 - (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 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.

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 <u>(Name and Address)</u>	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth MN 55802	30

CONTRACTOR & CITY OF DULUTH

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

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

1. The following shall be deemed to be part of this contract:
 - a. The annexed resolution and legal advertisement of the City Council.
 - b. The bid request and specifications, as modified by irreconcilable language in this written contract.
 - c. The bid by Contractor, as modified by irreconcilable language in this written contract.
 - d. The performance bond and payment bond certification.
 - e. All provisions of law applicable to a contract of this nature.
2. The Contractor agrees to furnish and deliver to the **Department** all labor, supervision, material, equipment, supplies, insurance, performance bond, payment bond and everything else necessary for general construction of **Project** at **location**, all in strict accordance with plans and specifications prepared by **design co. or city architect**, your bid of \$ **and resolution no. passed on date**. Contractor shall not commence performance of any work under this contract until Contractor receives authorization from the City's Purchasing Agent in writing and dated.
3. The City agrees to pay progress payments and make final payments to the Contractor as stated in the contract specifications. The total amount payable under this contract shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment or change order. Payments under this Agreement shall be made from the following **funding and RQ no.** Due to the dollar amount of this contract, a Project Labor Agreement **is or is not** included as part of this contract (City Code Section 2-29).
4. The Contractor shall furnish and maintain in full force and effect until this contract is completely performed by the Contractor, a performance bond and payment bond if and when required by law, or if and when required by the City.
5. Inasmuch as this contract concerns work, materials and equipment needed for the public benefit, the provisions of this contract relating to the time of performance and completion of work and delivery of materials or equipment are of the essence of this contract.
6. The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract.

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

7. Insurance

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

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

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

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

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

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

Countersigned:

CITY OF DULUTH-Client

By

City Auditor
Approved this _____ day of _____

Mayor

Attest:

Department Director
Approved this _____ day of _____

City Clerk
Attested this _____ day of _____

CONTRACTOR/COMPANY

Contractor

Purchasing Agent
Approved this _____ day of _____

By

Assistant City Attorney
Approved this _____ day of _____

Company Representative

Its

Title of Representative
Approved this _____ day of _____

CITY OF DULUTH - PART II -
SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY, STATE OF MINNESOTA, AND/OR CITY ASSISTED ACTIVITIES
(revised 4/15/11)

The following conditions take precedence over any conflicting conditions in this Contract.

<u>Section</u>	<u>Title</u>
1	Restrictions on Disbursements, Subcontractors Federal Agency Requirements, Separability, Property
2	Miscellaneous Provisions
3	Definitions
4	Environmental Provisions
5	Contract Compliance
6	Records, Reports and Information, Audits and Inspections
7	Conflict of Interest and Lobbying
8	Labor Standards - Physical Improvement Projects
9	Minnesota Department of Transportation Specification 1960 Partial Payments
10	Housing and Urban Development (HUD) Section 4010
11	Equal Opportunity and Affirmative Action
12	Employment Opportunities - "HUD Section 3"
13	Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA
14	Forms

E-Mail Addresses

For ease in communication, the e-mail address of the person(s) responsible for preparing certified payroll reports (CPRs) is required from the prime contractor and all subcontractors (regardless of tier). This information will be provided to the project engineer prior to the pre-construction meeting OR with materials required in the Letter of Intent.

Section I

Restrictions on Disbursements

No money under this Contract shall be disbursed by the City to any Contractor except pursuant to a written contract which incorporates the applicable PART II, Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities, and unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.

Subcontractors

(A) The Contractor shall include in any subcontract the clauses set forth in the PART II, Supplementary General Conditions for Federally, State of Minnesota and/or City Assisted Activities in their entirety and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(B) The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

Federal Agency Requirements

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

Separability

If any provisions of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Property

Acquisition, use, and disposal of all property, materials and goods acquired as a result of activities made possible by this Contract shall be accomplished in accordance with the applicable provisions of Federal Management Circular (FMC)-74-7, as amended.

Section 2

Miscellaneous Provisions

(A) **Copyrights.** In the event this Contract results in a book or other copyrightable material, the author is free to copyright the work, but Federal Agency and the City reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all copyrighted material and all material which can be copyrighted.

(B) **Patents.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the Federal Agency and the City for determination by the Federal Agency as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interests.

(C) **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract on any partisan political activity, or to further the election or defeat of any candidate for public office.

(D) **Lobbying Prohibited.** None of the funds under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the City.

(E) **Prohibition of and Elimination of Lead-Based Paint Hazard.** Notwithstanding any other provision, the Agency and Contractor agree to comply with the regulation issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including paint, pursuant to which such Federally assisted construction or rehabilitation is performed shall include appropriate provisions prohibiting the use of lead-based paint.

(F) **Architectural Barriers Act.** The design for and construction of any facility funded in whole or in part by this Contract shall be in conformance with the American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped, Number A-117.1-1971, as modified.

(G) **Relocation and Acquisition.** Any relocation or acquisition resulting from activities funded in whole or in part by this Contract shall be in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (40 U.S.C. 4601) and the implementing regulations 24CFR Part 42.

(H) **Prohibition Against Payments of Bonus or Commission.** The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal Agency approval for such assistance, or Federal Agency approval of applications for additional assistance, or any other approval or concurrence of a Federal Agency required under this Contract, Federal Law or Federal Regulations thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

(I) **Hatch Act.** Where applicable, the Contractor will comply with the provisions of the Hatch Act which limits the political activity of the Contractor's employees.

Section 3

Definitions

(A) City means the City of Duluth, Contracting Officer, or other persons authorized to act on behalf of the City of Duluth.

(B) Contracting Officer is the delegated representative of the City who has the responsibility for administering the Project.

(C) Contractor means an entity, whether public or private, which furnishes (other than standard commercial supplies, office space or printing services) to the City, products, services or supplies as described in this project Contract.

(D) Federal Agency means the United States, the District of Columbia, and any executive department, independent establishment, administrative agency, or instrumentality of the United States or of the District of Columbia, including any corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or by any of the foregoing departments, establishments, agencies, and instrumentalities. The term Federal Agency shall also include the person or persons authorized to act on behalf of said Federal Agency.

(E) Project means the activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of the City and Contractor.

(F) Subcontractor means an entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.

(G) The term labor standards, as used in the Contract, means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in 20 CFR 5.1.

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

(I) Additional Definitions, that are applicable to the Labor Standards provisions - Section 8 - of this Contract can be found in 29CFR5.2 as published by the U.S. Department of Labor and said definitions are hereby incorporated by reference into the provisions of this Contract.

Section 4

Environmental Provisions

(A) The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth by the Council on Environmental Quality (CEQ) under provisions of the National Environmental Policy Act (NEPA) (Pub. L 91-190, 42 U.S.C. 4321 et seq.), Executive Order 11514, and 40 CFR Part 1500.

(B) **Historic Properties.** The Contractor agrees to follow the regulations, requirements, policies, goals, and procedures set forth under provisions of the National Historic Preservation Act of 1966 (Pub. L. 89-665); Preservation of Historic and Archeological Data Act of 1974 (Pub. L. 93-291); Executive Order 11593; 36 CFR , Part 800 and applicable State legislation or regulations.

(C) **Coastal Zones and Wetlands.** The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth under provisions of the Coastal Zone Management Act of 1972 (Pub. L. 92-583) and applicable State legislation or regulations.

(D) **Noise.** The Contractor agrees to comply with provisions set forth in the U.S. Department of Housing and Urban Development Handbook 1390.2, Noise Abatement and Control, Department Policy, Responsibility and Standards, 1971.

(E) **Flood Plain.** The Contractor agrees to comply with the provisions set forth in the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and implementing regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program, Executive Order 11296, and Executive Order 11988 relating to the evaluation of flood hazards.

(F) **Air Quality.** The Contractor agrees to comply with provisions set forth in the Clean Air Act (Pub. L. 90-148) and Clean Air Act Amendments of 1970 (Pub. L. 91-604); and applicable U.S. Environmental Protection Agency implementing regulations.

(G) **Water Quality.** The Contractor agrees to comply with the provisions set forth in the Federal Water Pollution Control Act (Pub. L. 92-500) and applicable U.S. Environmental Protection Agency implementing regulations, and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

(H) **Wildlife.** The Contractor agrees to comply with the provisions of the Fish and Wildlife Coordination Act (Pub. L. 85-264).

Section 5

Contract Compliance

(A) In the event of the Contractor's noncompliance with the provisions of this Contract or with any of the said regulations, the City may withhold payment(s) until evidence of compliance by the Contractor has been demonstrated, or the Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

(B) In the event the Contract is terminated or canceled as a result of noncompliance with any of the provisions of this Contract, the City may subject to bids the remainder of the Project for which this Contract was made. The City shall have the right upon termination or suspension to withhold all further payments under this

Contract to the Contractor. Upon the award of a new contract for the remainder of the Project, the City shall pay to the Contractor an amount no more than the balance remaining due to the Contractor less the sum of the costs incurred by the City which are necessary in preparing the new bid specifications. In the event the amount paid the Contractor prior to the date of termination or cancellation exceeds the full amount of this Contract less the cost of the new contract and the additional costs mentioned above, the Contractor agrees to reimburse the City for such excess amount within ninety days after the new contract is awarded by the above procedures.

(C) Provisions contained in subparagraph (A) and (B) above shall not be interpreted as precluding any authorized Federal, State, or County governmental unit from exercising their legal administrative or other responsibilities in respect to the enforcement by said governmental units of laws or regulations concerning activities of the Contractor.

Section 6

Records

(A) **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the Federal Agency or the City with respect to all matters covered by this Contract. Except as otherwise authorized by the Federal Agency, such records shall be maintained for a period of three years after receipt of final payment under this Contract.

(B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

Reports and Information

At such times and in such forms as the Federal Agency or the City may require, there shall be furnished to the Federal Agency or the City such statements, records, data and information as the Federal Agency or the City may request pertaining to matters covered by this Contract.

Audits and Inspection

At any time during normal business hours and as often as the City, the Federal Agency and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Federal Agency and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the City, the Federal Agency and/or representative of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

Section 7

Conflict of Interest and Lobbying

(A) **Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City, or its designees or agents, or member of the governing body of the City, during his/her tenure of for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Any contract in which any of the above indicated individuals becomes directly or indirectly, interested, personally or as a member of a firm, or as an officer, director, or stockholder of a corporation, shall be and become absolutely void; and any money which shall have been paid on such contract by the City may be recovered back from any or all persons interested therein, by a joint action or several actions.

(B) The Contractor agrees that he will incorporate into every contract required to be in writing the following provisions: **Interest of Contractors and Employees** - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of this Contract, and no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Federal Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede any statutory requirements that opportunity be provided for employment of and participation by certain residents of a designated geographical are, if applicable.

(C) **Interest of Member or of Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(D) The Contractor by signing this document certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the terms of this Contract.

Section 8

Labor Standards - Physical Improvement Projects

Where applicable, there shall be included in all construction, rehabilitation, alteration or repair contracts with private entities made possible by or resulting from this Contract, the following Labor Standards provisions;

(A) **General Requirements.**

(1) **Subcontracts.** The Contractor shall include in any subcontract the clauses set forth in Section 8, **Labor Standards**, in their entirety and also a clause requiring the subcontractors to include these clauses in any Tower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(2) The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the Employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these **Labor Standards** provisions are applicable.

(3) No person under the age of eighteen years shall be employed on work covered by this Contract.

(4) In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1955 (18 U.S.C. 4082 (c) (2)) and Executive Order 11755, December 29, 1973.

(5) The Contractor will permit authorized representatives of the Federal Agency and the City to interview employees during working hours on the job.

(6) No employee to whom the wage, salary, or other **Labor Standards** provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the Labor Standards applicable under this Contract to his employer.

(B) **Safety Standards.** No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic, including apprentices and trainees, employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor. The Contractor or subcontractor comply with all the rules, regulations, and relevant orders, promulgated by the Secretary of Labor pursuant to Public Law 91-54.

(C) **Davis-Bacon Act - 29 CFR 5.5**

web site: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr5_main_02.tpl

Refer to Section 10, Page 10 Housing and Urban Development (HUD) form-4010 (06/2009) Ref Handbook 1344.1

City of Duluth "Mini Davis-Bacon"

(D) **City of Duluth - Minimum Wage Ordinance 8940, as Amended.**

(1) On a project (as defined below) funded in whole or in part by federal and/or state funds and/or city of Duluth funds, these local provisions shall prevail in those instances where the requirements of the local provisions are equal to or greater than similar minimum labor standards provisions as set forth in applicable federal and/or state laws and regulations.

(2) In all contracts in excess of \$2,000 for projects (as defined below), the Contractor's particular attention is called to Ordinance 8940, effective June 8, 1989, respectively coded as Article IV of Chapter 2 of the Duluth City Code, and entitled "An Ordinance Pertaining to Wages and Working Hours of Persons on Public Works in the City of Duluth", as set forth below:

(3) **Definitions.**

For the purposes of this section the following words and phrases shall have the meanings respectively ascribed to them in this section:

(a) **Basic hourly rate** - The hourly wage paid to any employee.

(b) **Prevailing wage rate** - The basic hourly rate plus fringe benefits prevailing in the city of Duluth as determined by the United States secretary of labor pursuant to the Davis-Bacon act, as amended; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the prevailing basic hourly rate plus fringe benefits of such workers differs from the amount determined by the secretary of labor, the certified rate shall be considered to be the prevailing wage rate for such class of workers in that industry.

(c) **Fringe benefits** - Employer contribution for health and welfare benefits, vacation benefits, pension benefits, and all other economic benefits other than the basic hourly rate.

(d) **Apprentice** - An employee who is working under a training program which is approved either by the U.S. Department of Labor Bureau of Apprenticeship & Training or the Minnesota Director of Voluntary Apprenticeship; see apprentice ratios on pages 6-7 and HUD 4010 in Section 10.

(e) **Trainee** - An employee registered with the U. S. Department of Labor Employment & Training Administration; see HUD 4010 in Section 10.

(f) **Project** - Erection, construction, demolition, painting, remodeling or repairing of any public building, highway, sidewalk, bridge, water or gas line, sewer and sewage treatment facility or other public work performed under contract with the city.

(g) **Labor, mechanic** - All persons utilized, employed or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

(4) **Wage Rates and Hours for City of Duluth Projects.**

(a) Any contract which provides for a project of estimated total cost of over \$2,000.00 shall contain a stipulation that no laborer, mechanic or apprentice-trainee employed directly upon the project work site by the contractor or any subcontractor shall be permitted or required to work at a rate of pay less than the prevailing wage rate; nor shall any such employee be permitted or required to work more than 8 hours in any work day **OR** 40 hours in any work week unless he is paid at a rate of at least 1½ times the basic hourly rate for all hours in excess of 8 per day **OR** 40 per week [in other words: all hours in excess of eight per day and all hours after 40 per week] and unless he receives fringe benefits that are at least equal to those in the prevailing wage rate; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the maximum number of hours that such persons may work under existing labor agreements before overtime wages must be paid differs from the hours specified in this paragraph, the maximum number of hours specified in such labor agreements shall be substituted for those specified above in applying the provisions of this paragraph to such workers.

(b) The word "or" in the state statute and the city of Duluth Code refers to the number of hours worked in any one week or, in the alternative, the number of hours worked in any one day in the week (the days in one week being totaled for reporting purposes); the law requires use of the alternative which results in the higher number of overtime hours for each employee whose time is being reported.

EXCEPTIONS: Federal government funding only and HUD (Housing and Urban Development) funding - see point "e"

In summary, if a project is solely funded with city of Duluth monies, city ordinance 8940 as amended allows the employees to work four ten-hour days and be paid at the regular hourly rate for those ten hours; exceeding hours must be paid at the overtime rate. An employer may not withhold overtime payment exclusively until 40 hours per week have been worked. Daily overtime must be paid as it is earned.

- **The base workweek hours must be clearly indicated on each payroll. Employees may be assigned a different workweek; however, that must be clearly marked beside the employees' names.**

The following are examples of how these rules apply to different situations.

- TT refers to the total time worked on the day or in the week
- RT refers to the hours worked at the regular rate of pay (straight time)
- OT refers to the hours worked for which overtime must be paid

	State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)						
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	10	10	10	10	0	6	46		10	10	10	10	0	6	46
RT	8	8	8	8	0	6	38		10	10	10	10	0	0	40
OT	2	2	2	2	0	0	8		0	0	0	0	0	6	6

	State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)						
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	0	10	10	0	7	0	27		10	0	12	0	0	0	32
RT	0	8	8	0	7	0	23		10	0	10	10	0	0	30
OT	0	2	2	0	0	0	4		0	0	2	0	0	0	2

c) Overtime Calculations

Minnesota Statutes Chapter 177.42, subd 4 specifies that the prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week (as stated above in (b)), the City of Duluth does allow for ten hours per day/40 hours per week with City funding *only*. **Example: hours exceeding eight per day are paid at 1.5 times the rate in the contract's wage decision OR the base rate the employee is being paid if it is higher than the required base rate; once 40-hours in any one week are attained, all hours exceeding that 40 are paid at 1.5 times the rate in the project contract's wage decision.** See example (1) and (2) below.

Minnesota Statutes Chapter 177.42, subd 5 defines the hourly basic rate as the hourly wage paid to any employee. (subd 6): The prevailing wage rate means the hourly basic rate of pay plus the contribution for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit paid to the largest number of workers engaged in the same class of labor within the area...

Minnesota Statutes Chapter 177.43, subd 1 (1) ...employees are permitted to work more hours than the prevailing hours of labor [being] paid for all hours in excess of the prevailing hours at a rate of at least 1-½ times the hourly basic rate of pay. (2) A laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

An employer may pay a lower regular time/straight time hourly rate and higher fringe benefit rate--to a bona fide plan--than stated in the contract's wage decision providing the total of the two rates is equal to or greater than the total in the wage decision; however, the OVERTIME rate must be paid on the higher rate in the contract's wage decision.

(1) Overtime Calculation with Fringe Benefits Paid to Bona Fide Plans

For overtime purposes, an employer paying higher fringe benefits to a bona fide plan and paying a lower hourly rate **MUST** calculate the overtime on the higher hourly rate as stated in the project contract's wage decision. The fringe benefit amount may be reduced to reflect any increase in the total prevailing wage package IF the plan administrator permits such a reduction. This acceptance must be verified in writing by the plan administrator and attached to the appropriate certified payroll report.

(2) Overtime Calculation with Cash Payment of Fringe Benefits

When the fringe benefit is paid directly to an employee, the prevailing base rate and the fringe benefit rate as established in the project contract's wage decision for a specific classification are totaled to arrive at the hourly rate. *Overtime is calculated at 1.5 x the base rate of the wage decision with the fringe benefit amount added to that rate: base rate of the wage decision x 1.5 + fringe benefit rate = overtime rate.*

Contract Work Hours and Safety Standards Act

[Refer to page two of this document.] All projects valued at \$100,000 or greater are subject to this Act. As with Minnesota Statutes Chapter 177.43, the overtime rate is calculated as in items one and two above OR (e) below.

- (d) A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U. S. Department of Labor or the Minnesota Department of Labor & Industry is less than the worker's normal hourly wage [Minnesota Statute 181.03 subdivision 1(2)].

(e) **Regular Time & Overtime Definitions**

- **State of Minnesota** funded projects with or without federal funding *only allow for five eight-hour days per week at regular time*. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **City of Duluth** funded projects do permit four ten-hour work days at regular time--see point 4-a, b for stipulations. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision--OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **Federal** funded only projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.
- **HUD** funded projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.

** When a combination of funding sources are included in any one project, the most strict requirements will apply.

- (f) The minimum hourly prevailing wages are contained in each project specification. When both federal (general decision rates from the U. S. Department of Labor) and State of Minnesota prevailing wages for state funded construction projects from the Minnesota Department of Labor and Industry are used, the prime contractor and all subcontractors including trucking operations, are required to pay the higher of the two wages for all laborers and mechanics [MnDOT Contract Administration Manual, Section 5-591.320].
- (g) The prime contractor and any lower-tier subcontractor shall review all wage decisions and compensate a worker according to the type of work performed and at the rate that is the greatest.
- (h) State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.
- (i) **Mn/DOT Statement of Compliance is required on all city of Duluth construction projects (regardless of the project funding source) with each weekly certified payroll report.** web site: <http://dot.state.mn.us/const/labor/forms.html>
- (j) All contracts for city projects shall have applicable schedules of prevailing wage rates set forth in the contract. Schedules of applicable prevailing wage rates shall be posted on all project job sites for public review and shall be protected from the weather.
- (k) Employees on projects shall be paid at least **weekly**. Fringe benefits shall be paid either in cash or to an employee benefit plan that has been approved by the U.S. Department of Labor. ■ **The fringe benefit package is an integral portion of the prevailing wage. Should the prime contractor or any subcontractor (regardless of tier) become delinquent with any fringe benefit plan administrator's requirements for monthly payment, the monthly estimate(s) may be withheld until the plan payments are made current.** (city ordinance 8940 6-18-89 plus amendments)
See MnDOT Specification 1906 on page nine and Section 5 of this document: Contract Compliance.
See Statement of Compliance and Certified Payroll Report requirements in Section 10, HUD 4010 and web sites in Section 14, Forms.
- (l) Any contractor or subcontractor working on a project shall furnish the City with **original** certified payroll reports with **original signatures** relating to the project. Such certified payroll reports shall be **submitted weekly** on U.S. Department of Labor standard forms (WH-347) or their equivalent--using the same format--to the City of Duluth Labor Standards representative. All City of Duluth funded projects must have the base workweek hours indicated on the certified payroll form and/or beside each employee's name (should some employees be working different base workweeks).
- (m) No contractor or subcontractor working on a project shall evade or attempt to evade the provisions of this section through the use of non-recognized training programs. The only employees involved in training programs that shall be allowed to work on projects covered by this section shall be apprentice-trainees as defined by this article.
- (n) Any person violating the provisions of this section shall be guilty of a misdemeanor with each day of violation constituting a separate offense. In addition, if the prevailing wage rate and accompanying fringe benefit rate is not paid to employees working on a project, the City of Duluth may withhold contract payments to the prime contractor until such deficiencies are corrected. Should fringe benefits be paid to authorized Plans, the payments must be made within the demands of those Plans. Delinquencies may result in withholding of project funds to the prime contractor.
- (o) This section shall not apply to contracts for projects where the total cost of the project is less than \$2,000.00; nor to materialmen who do no more than deliver materials to the work site, **except** that this section shall apply to employees who deliver asphalt, concrete or mineral aggregate such as sand, gravel or stone where such material is incorporated into the project by depositing the material substantially in place, either directly or through spreaders, from the transporting vehicle.

(5) **Helpers**

A helper may perform work *only* if the helper classification is specified and defined in the federal wage decision and/or State of Minnesota wage decision incorporated into the project contract. Without such a helper classification, the contractor must assign a job classification that is the "same or most similar" [Minnesota Statute 177.44, subdivision 1] and compensate the helper for the actual work performed regardless of the helper's skill level.

(6) **Apprentice Ratios**

Journeyworkers must be on site with the apprentices and their hours must match.

FUNDING SOURCE:

City of Duluth and State of Minnesota with or without Federal funding

- Apprentices are not permitted to work alone under any circumstances.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: carpenter foreman and carpenter apprentice
- Ratios are determined by the trade's labor agreement.
- In the absence of ratio language, the following State of Minnesota apprenticeship ratios will be applied:
(apprentice : journeyworker) 1:1 2:4 3:7 4:10, etc.

- Employees working in excess of the allowable ratio must be paid the full journeyworker compensation.
- Out-of-ratio apprentices will be calculated beginning with the **apprentice at the highest level of training** and, then, to less senior apprentices in their rank order.
- Should two or more out-of-ratio apprentices have the same level of training, whomever was on the work site first will receive journeyworker pay; if the apprentices at the same level of training began work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among those apprentices.

Examples:

Four apprentices working unsupervised are on site. [4:0]
 Ratio calls for four apprentices and ten journeyworkers [4:10]

Correction: all apprentices will receive the full journeyworker compensation as apprentices are not permitted to work alone.

Three apprentices and two journeyworkers are on site. [3:2]
 Ratio calls for three apprentices and seven journeyworkers [3:7]

Two journeyworkers may accompany only one apprentice; therefore, the two highest level apprentices are paid the full journeyworker compensation.

Even though this particular job has three apprentices—the second journeyworker is a mute point; a third journeyworker would also be a mute point in this example.

Correction: the two highest level apprentices are paid the full journeyworker compensation and the third lower level apprentice is considered in ratio.

H U D (CDBG) and Federal funding only

- Apprentices are not permitted to work alone unless the U. S. Department of Labor-approved agreement allows that practice.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: electrician foreman and electrician apprentice
- Ratios are determined by the trade's U. S. Department of Labor-approved agreement.
- In the event of the absence of ratio language in the applicable agreement, the Minnesota Department of Labor ratio of one apprentice for the first journeyworker and one apprentice for each three journeyworkers thereafter will be applied, (i.e., 1:1, 2:4, 3:7, 4:10, etc.).
- The **legal apprentices are those who first came to work on the job site**; in the event that all apprentices begin work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among the apprentices.
- Time cards will be required to substantiate the start times.
- Employees working in excess of the allowable ratio—or for which U. S. Department of Labor-apprentice agreement/certificate is not provided—must be paid the full journeyworker compensation.

Examples:

Four apprentices and one journeyworker are on site. [4:1]
 Ratio calls for four apprentices and ten journeyworkers. [4:10]

The first apprentice on site is considered in ratio as one journeyworker may only accompany one apprentice [1:1]; this particular job has four apprentices.

Correction: the second through the fourth apprentices coming on site are paid the full journeyworker compensation.

Six apprentices and two journeyworkers are on site [6:2]
 Ratio calls for six apprentices and sixteen journeyworkers [6:16]

The first apprentice on site is considered in ratio as two journeyworkers may only accompany one apprentice; this particular job has six apprentices—the second journeyworker is a mute point.

Correction: the second through sixth apprentices coming on site are paid the full journeyworker compensation.

(7) Poster Boards

The prime contractor must construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100% complete. Posters must be protected from the weather. Prime contractors are not allowed to place a poster board at an off-site facility location.

(8) Trucking Issues

a) For the purpose of sections seven and eight, the term “owner” includes all persons having an ownership interest in the trucking entity or a partnership interest in the trucking entity and has a legal and rightful title to the vehicle(s) or has an approved lease on the vehicle(s). “Operate” means the owner either physically drives the vehicle or hires another to physically drive the vehicle; yet, maintains the right to direct the day-to-day operations of the vehicle.

b) Trucking Operations Definitions: See MN Rule 5200.1106 web site: <https://www.revisor.mn.gov/rules/?id=5200.1106>

Independent Trucking Operator: an individual or partnership who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project. The individual owns or leases and drives the equipment, is responsible for the maintenance of the equipment, bears all operating costs, determines the details and means of performing the services, and enters into a legally binding agreement that specifies the relationship to be that of an independent contractor and not that of an employee.

Multiple Truck Operations: any legal business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. The owners of a trucking firm may either drive the vehicles or hire employees to drive the vehicles. Employee drivers are subject to the appropriate prevailing wage rate. The owner driving a vehicle is obligated to account for the value of his/her services as a driver at the appropriate prevailing wage.

Partnerships: a legal business entity where two or more individuals hold vehicles under lease and contract those vehicles and their services to an entity which provides construction services to a public works project. The partners own or lease the equipment, are responsible for maintenance and all operating costs, drive the equipment, determine the details and means of performing the services, and enter a legally binding agreement that specifies the

relationship to be that of a partner and not that of an employee. All partners are subject to the appropriate prevailing wage per city of Duluth ordinance 8940 as amended.

Corporation: any legal business entity that owns or leases vehicles to provide construction services to public works projects. All individuals are employees of the corporation and subject to the appropriate prevailing wage regardless of title or position.

Broker: an individual or firm who (activities include, but are not limited to):

- contracts to provide trucking services [equipment and driver] in the construction industry to users of such services, such as prime contractors and various subcontractors of the prime;
- contracts to obtain services from other trucking operations and dispatches them to various assignments;
- receives payment from the users (such as prime contractors and various subcontractors) in consideration for the trucking services provided; and
- makes payment to the providers (trucking operations so contracted with) for their services.

(9) **Specific documentation from trucking operations.**

Independent Trucking Operators

The owner/operator of a truck must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for each truck the owner/operator drives on each construction project *before commencing work on that project*. These documents must be sent to the prime contractor who will then forward the material to Labor Standards, Engineering Division at the City of Duluth.

Multiple Truck Operators

Weekly certified payrolls and payment of corresponding prevailing wages plus the fringe benefit package will be required for each project where trucks are operating. This covers the owner plus all employees performing work on the project.

Partnerships

Weekly certified payrolls and payment of corresponding prevailing wages plus fringe benefit packages will be required for each project where trucks are operating. This covers all partners of the organization who perform work on the project.

Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly certified payroll. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates or licenses have expired.

Employees of the partnership are always reported on a weekly certified payroll and paid the appropriate prevailing wage plus fringe benefit package for the work being performed.

Corporations

All persons employed by the corporation are subject to receive payment of the prevailing wage plus the fringe benefit package for the work performed on a project regardless of title or position. Weekly certified payrolls must be submitted for all work performed on the project.

Brokers

Truck ownership and a **bonafide contract** between the broker and another trucking operation, a prime contractor, or a subcontractor must be identified. Paperwork must be submitted with the month end trucking report to the city of Duluth Labor Standards representative - Engineering. Certified payrolls are not required when the above documentation is provided and approved.

(10) **Month End Trucking Report - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

The Minnesota Department of Transportation Month End Trucking Report Form A and Form B plus Minnesota Department of Transportation Month End Trucking Report Statement of Compliance are *only required on state funded projects*.

A guide for completing the forms including definitions and the reports, themselves, may be downloaded from:

www.dot.state.mn.us/const/labor/forms.html

Payment to the prime contractor may be withheld until documentation is received and approved.

(11) **Truck Rental Rates - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

Truck rental rates are listed in the prevailing wage section of the project specifications.

(12) **Minnesota Rules 5200.1105 and 5200.1106**

These rules are incorporated into this supplementary general conditions part II by reference and are found on these web sites:

www.revisor.mn.gov/rules/?id=5200

(13) **Truck Axles** web site: <https://www.revisor.mn.gov/rules/?id=5200.1100>

Per Minnesota Rules 5200.1100 Master Job Classifications, a truck "unit" refers to all axles including the steering axle. A tag axle is also counted as one of the axles. Examples: four rear axles plus one steering axle = five axles total one rear axle plus one steering axle = two axles total

(14) **Non-Compliance and Enforcement**

- a) The prime contractor shall be liable for any unpaid wages to its workers or those of its lower-tier subcontractors, trucking companies/Multiple Truck Owners (MTO's) and/or Independent Truck Owner/Operator (ITOs) [MnDOT Standard Specifications for Construction, Section 1801].
- b) See Section 9, MnDOT Specification 1906 Partial Payments and Section 5, page two of this document.
- c) City of Duluth ordinance 8940 as amended.

(15) **IC-134 form - Withholding Affidavit for Contractors**

The IC-134 form will be required from all Multiple Truck Operators, Partnerships, and Corporations performing trucking services on a project before the retainage or all remaining funds can be released. Web site for completing form online: www.mndor.state.mn.us

The form, itself, is found at: and www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf

(16) **Owners, Supervisors, Foremen listed on certified payrolls.**

All persons working on a City of Duluth project including owners, partners, supervisors, salaried persons, and working foremen who perform laborer and/or mechanic work shall be reported on the weekly certified payroll reports including all data required of any laborer or mechanic. (ordinance 8731, 6/24/85 and 8940 as amended).

(17) **Supporting documentation.**

At his/her discretion, the City of Duluth employee responsible for prevailing wage labor standards may demand proof of payment of the prevailing wage which may include copies of a payroll register, itemized time sheet and matching cancelled check, or any other supporting documents as stipulated. Payment to the prime contractor may be withheld until documentation is received and approved.

(18) **Kickbacks from Public Works employees prohibited.**

No contractor working on a project or other person shall, by force intimidation, or threat of termination of employment, cause any employee working on a project to give up any part of the compensation to which he is entitled under his contract of employment.

Section 9
Minnesota Department of Transportation Specification 1906 Partial Payments
Process For “Withholding Contract Monies” and “Default and Termination of a Contract” 11/5/04

Mn/DOT Specification 1906 Partial Payments describes the Commissioner’s authority to withhold funds to protect the Department’s interests. In addition, Specification 1808 Default and Termination of a Contract describes the Commissioner’s authority to take the prosecution of the work out of the hands of the Contractor.

Additionally, on projects funded in whole or part with federal funds and in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, “Withholding”, incorporated into federal aid contracts, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

However, the Department must give the Contractor, and its Sureties due notice prior to exercising these authorities. The withholding of contract funds, in accordance with Specification 1906 or the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, “Withholding”, should be implemented as soon as a possible prevailing wage violation is recognized. However, Default and Termination of a Contract, in accordance with Specification 1808, should only be exercised as a “last resort” if the Contractor is not willing to comply.

Definitions

(Mn/DOT Standard Specifications for Construction 2000 Edition, Section 1103)

Commissioner: The Commissioner of the Minnesota Department of Transportation, or the chief executive of the department or agency constituted for administration of Contract work with its jurisdiction.

Contractor: The individual, firm or corporation Contracting for and undertaking prosecution of the prescribed work; the party of the second part to the Contract, acting directly or through a duly authorized representative.

Department: The Department of Transportation or the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the Contract work within its jurisdiction.

(Form 1273 - 29 CFR, Part 5.1, Definitions)

Contracting Officer: The individual, a duly appointed successor or authorized representative who is designated and authorized to enter into Contracts on behalf of the Federal Agency and/or the City of Duluth.

Important Considerations

1. Upon completion of the work under a contract, the department should consider issuing the final voucher as soon as possible. Failure to finalize a contract expeditiously could result in subsequent claims that would prevent the department from finalizing the contract. However, before the issuance of the final voucher, the department must be able to ensure that the terms of the contract have been satisfied. Failure on the part of the department to ensure compliance could result in the Mn/DOT state aid division retaining funds from the department in accordance with *Minnesota Rules 8820.3000, subpart 5*.
2. On every contract, the department should withhold the final retainage in accordance with the following guidelines: (1) if the total amount of the contract is \$1,000,000 or more, the department should retain funds not more than \$50,000, (2) if the total amount of the contract is less than \$1,000,000, the department should retain 5% of the total contract, (3) retainage should be withheld until the department can ensure that the contractor has met the terms of the contract or until the finalization of the contract.
3. This guide specifies that the department verbally notify the bonding company early in the process. Generally, as a “rule of thumb”, notifying the bonding company is usually the “last resort”. However, the justification for the early notification is related to the language found in *Minnesota statute 574.31, subdivision 2*, which summarizes that if an individual or the department does not submit a claim on the payment bond within 120 days after the completion of work under the contract, the claim can be denied.

The following are general guidelines that should be followed prior to placing a Contractor in default:

- Step 1: Upon verbal or written notification that a possible prevailing wage violation exists, the Department should give written notice to the Contractor regarding the nature of the claim, along with the Department’s intent to withhold monies until the claim is investigated and determined to be in compliance. Additionally, the Department should inform the Contractor that the bonding company has been verbally notified of the claim. Please be aware, the Department should ensure employee confidentiality at all times.
- Step 2: Upon a preliminary determination surrounding the financial extent of the claim, the Department should consider retaining a “reasonable” portion of one or more partial estimates in accordance with Mn/DOT’s 2000 Standard Specifications for Construction, Section 1906; or on federal aid contracts, in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, “Withholding”.
- Step 3: If it is determined that the claim is valid, the Department should schedule a meeting with the Contractor and attempt to resolve the matter. If the claim is determined to be invalid, the Department should release any partial estimates that may have been held as a result of the claim. However, the Department should continue to withhold the final retainage in accordance with the above-mentioned: *Important Considerations, 2*.
- Step 4: If resolution cannot be obtained through a meeting, the Department should order the Contractor, in writing, to complete their obligations under the contract. The letter should clearly state the circumstances under which the Department has deemed that the Contractor has not met the terms of the contract. Additionally, the Department should include a reasonable deadline for this obligation to be completed. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department’s Attorney.
- Step 5: In the event that the Contractor does not respond to the Department’s written order, the Department should send a similar letter, requesting that the Contractor respond immediately, in writing, regarding the Contractor’s intention to comply or not comply with the order. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department’s Attorney.
- Step 6: If the Department still does not get a proper response from the Contractor, the Department should write another letter, addressed to both the Contractor and the Surety, specifying all the facts of the alleged breach, demanding that the Contractor, or its Surety, respond satisfactorily within 10 days or the Department may exercise its authority to Default and Terminate the Contract in accordance within/DOT’s 2000 Specifications for Construction, Section

1808. It's important to provide sufficient detail so that the Surety understands the situation. This notification should be sent by certified mail. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.

Step 7: If the Contractor or Surety is unresponsive after 10 days, the Department should consult with their attorney to consider proceeding with Default and Termination of the Contract.

Step 8: Upon termination of the contract, the Department provides a written order to the Surety, requiring the Surety to bring resolution to the prevailing wage violation.

Step 9: The Department places the Contractor on a Non-Responsible Bidder's List and rejects any future awards.

Section 10

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations
Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete; Page 4 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Section 11

Equal Opportunity Laws and Regulations

(A) In addition to Contract specifications set forth below, the Contractor shall conduct and administer this Contract in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations of 24 CFR Part 135;
- (5) Executive Order 11246, as amended by Executive Order 11375 and 12086 and implementing regulations at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135) and implementing regulations when published for effect;
- (9) The Minnesota Human Rights Act of 1974, as amended (Chapter 363).

Equal Opportunity and Affirmative Action

(A) Contractors and Subcontractors that have a work force in excess of fifty (50) employees and a contract in excess of \$50,000.00 shall prepare and maintain an appropriate affirmative action plan in accordance with the provisions of 41 CFR 60 "Compliance Responsibility for Equal Opportunity".

(B) Non-segregated Facilities. The Contractor shall certify that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, 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 or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, and/or disability because of habit, local custom, or otherwise.

General Provisions Against Discrimination

(A) In all hiring or employment made possible by or resulting from this Contract, there:

- (1) will not be any discrimination against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.
- (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.

(B) No person in the United States shall, on the grounds of race, color, creed, religion, national origin, age, sex, marital status, status with respect to public assistance, and/or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of the Federal Agency effectuating Title VI of the Civil Rights Act of 1966. The Contractor will note this requirement in all solicitations or advertisements for employees. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under these provisions, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor hereby agrees that he will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of these Contract Documents.

(E) The Contractor further agrees that he will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60, with respect to his own employment practices when he participates in federally assisted construction work: **Provided:** That of the Contractor so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract. Also, the Contractor will make his files available to inspection by appropriate government agencies and shall furnish those reports as may be required by said agencies.

(F) The Contractor agrees that he will assist and cooperate actively with the Federal Agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the Federal Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the Federal Agency in the discharge of its primary responsibility for securing compliance.

(G) The Contractor further agrees that he will refrain from entering into any contract or any contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if he fails or refuses to comply with these undertakings, the City or the Federal Agency may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

Affirmative Action - "Construction Contracts" over \$10,000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation (percent)</u>	<u>Goals for female participation (percent)</u>
From April 1, 1980 until revised	3.0	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the City and to the Director of the Office of Federal Contract Compliance Programs; U.S. Department of Labor, ESA/OFCCP, 16th Floor, 230 South Dearborn Street, Chicago, Illinois, 60604, within 10 working days of award of any construction subcontract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the contractor and/or subcontractor; employer identification number; estimated dollar amount of the prime contract; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the Contract, the "covered area" is all work under a contract currently held with the City of Duluth, Minnesota.

Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor; or any person to whom the Director delegates authority;
- b) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- c) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notices of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitments and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of officers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, national origin, sex, ancestry, age, marital status, status with respect to public assistance and/or disability.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails

to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Affirmative Action for Handicapped Workers

(applies to contracts in excess of \$2,500)

(A) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(F) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(applies to contracts in excess of \$10,000)

(A) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

(C) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(D) The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(E) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions, and has so

advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(F) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(G) The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement for that opening.

(H) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(I) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(J) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(K) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(L) The Contractor will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance qualified disabled veterans and veterans of the Vietnam era.

(M) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 12
Employment Opportunities - "HUD Section 3"

General

These requirements apply to the City of Duluth contracts receiving assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

Type of Covered Projects

24CFR570.607 (b) of the HUD CDBG Program Regulations state in part "... that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be given to low- and very low-income persons.

Thresholds

In accordance with the provisions of 24CFR135.3(a) (3) (ii) (A), the requirements of this Section apply to those recipients as defined at 24CFR135.5 when the amount of this contract exceeds \$200,000.

In addition, in accordance with the provisions of 24CFR135.3 (a) (3) (ii) (B), the requirements of this Section apply to any contractor or subcontractor whose contract exceeds \$100,000 as a result of assistance provided under this contract.

Requirements (Section 3 Clause)

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement, or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 13

Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA

General

Municipalities that receive loan funding must comply with Federal requirements concerning utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). These requirements are designed to encourage the prime contractors to utilize MBEs and WBEs whenever procurement opportunities occur.

Regulation

40 C.F.R. Section 35.3145(d) Application of other Federal Authorities, M/WBE Requirements

Executive Orders No. 11625, 12138 and 12432 - Promoting the use of M/WBEs

Section 129 of Public Law 100-590 - Small Business Administration Reauthorization and Amendment Act of 1988

Regulations detailed in the EPA's *Cross-Cutting Federal Authorities - Clean Water Act State Revolving Fund Program and Safe Drinking Water Act State Revolving Fund Program*

Implementation

The "fair share" target percentage participation proposed for this project is 3.5 percent (3.5%) for MBE and 11.5 percent (11.5%) for WBE.

If the Contractor intends to let any subcontractors for a portion of the work, the Contractor shall take affirmative steps to assure that minority and women businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Include qualified minority businesses on solicitation lists.
- b) Assure that minority businesses are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d) Where the requirement permits, establish delivery schedules, which will encourage participation by minority businesses.
- e) Use the services and assistance of the Office of Minority Business Enterprise of the Department of Commerce.

The low bidder will be required to submit to the City of Duluth documentation of his good faith efforts to meet the targeted goals of utilizing MBEs and WBEs.

Section 14 - Forms

Minnesota Department of Transportation and City of Duluth, Minnesota funded certified payroll forms

- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html
- Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
use front side only

U. S. Department of Housing and Urban Development and federal government funded certified payroll forms

- Statement of Compliance Form & Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
(use reverse side for Statement of Compliance form)
- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html

Minnesota Department of Transportation Trucking Requirements

- Month End Trucking Report Form A and Form B
- Month End Trucking Report Statement of Compliance
- Definitions, instructions, forms:
www.dot.state.mn.us/const/labor/forms.html

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

PUBLIC SECTOR

CITY OF DULUTH

&

Vendor

Project name

Project No.

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AGREEMENT

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

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

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

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

ARTICLE I - PURPOSE

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

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

ARTICLE II - SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - UNION RECOGNITION AND REPRESENTATION

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

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

ARTICLE IV - LABOR HARMONY CLAUSE

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

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

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

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

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

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

ARTICLE VI - DISPUTES AND GRIEVANCES

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

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

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

ARTICLE VII - JURISDICTIONAL DISPUTES

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

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

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

ARTICLE VIII - NO DISCRIMINATION

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

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

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

ARTICLE IX - SAVINGS AND SEPARABILITY

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

ARTICLE X DURATION OF THE AGREEMENT

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

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

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

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

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

DULUTH BUILDING AND
CONSTRUCTION TRADES COUNCIL

VENDOR

By: _____

By: _____

Its _____
(Printed Name/Title)

Its _____
(Printed Name/Title)

Date: _____

Date: _____

CITY OF DULUTH

By: _____
Mayor

Attest:

City Clerk

Date: _____

City Auditor

Date: _____

Assistant City Attorney

Date: _____

SCHEDULE "A"

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

Building Trades Affiliates Contract Expirations

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

Updated 9/4/2015

DULUTH BUILDING AND CONSTRUCTION TRADES COUNCIL

2002 LONDON ROAD

LABOR CENTER

DULUTH, MINN. 55812

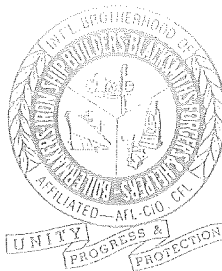


Officers:		
Craig Olson <i>President</i>		
Darrell Godbout <i>Vice President</i>		
Dan Olson <i>Secretary</i>		
Jeff Daveau <i>Treasurer</i>		
Boilermakers #547	ASBESTOS WORKERS LOCAL 49 Dave Cartwright 2002 London Road #210 Duluth, MN 55812 (218) 724-3223 / Fax# 724-1870 dave@insulatorslocal49.org	BOILERMAKERS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

International Brotherhood of

BOILERMAKERS - IRON SHIP BUILDERS

9459 N.W. Highway 10, Suite 105
Ramsey, MN 55303-7280
S-43



Local Lodge No. 647

BLACKSMITHS - FORGERS & HELPERS

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

December 1, 2015

TO WHOM IT MAY CONCERN:

The following wage package changes listed below become effective 01/01/2016 thru 12/31/2016 for Boilermakers Local Lodge #647. Per the Great Lakes Articles of Agreement for the year of 2016, there is a \$1.40 increase to be allocated by the membership. The \$1.40 has been allocated as follows: \$1.00 will go to a wage increase, \$.40 will go to an Annuity increase. Per Article 24.4, the 647 Development and Training Fund (D&T) will increase \$.05 for a total contribution of \$.51.

<u>CHANGES AS OF:</u>	<u>January 1, 2016</u>	<u>Effective:</u>	<u>01/01/2016</u>
Increase General Foreman	\$ 1.00	General Foreman Wage	\$ 39.65
Increase Foreman	1.00	Foreman Wage	37.65
Increase Journeyman	1.00	Journeyman Wage	35.15
Increase Annuity	.40	Pension Trust	14.14
Increase 647 D&T	.05	Annuity Trust	4.40
Increase Vacation Fund Deduction	.95	Health & Welfare Fund	7.07
Increase Subsistence	5.00	Retiree Welfare Plan	.50
		Apprenticeship Fund	.40
		MOST	.34
		647 D&T	.51
		Deductions (after tax)	
		Vacation Trust	2.00
		647 Political Action Fund	.05

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

Subsistence will be paid under the terms and conditions of the Great Lakes Articles of Agreement. For the provisions of the agreement on subsistence, Addendum A of the agreement states effective 01/01/2016 thru 12/31/2016 the daily rate of Subsistence is \$65.00 per day if a Boilermaker's permanent address is 50 miles from the jobsite.

Boilermaker-Blacksmith National Pension Trust (\$14.14), National Annuity (\$4.40), National Health & Welfare Fund (\$7.07), Boilermakers Great Lakes Region Retiree Welfare Plan (\$.50), Boilermakers 647 D&T Fund (\$.51), Boilermakers 647 Political Action Fund (\$.05 deducted after taxes), to be paid on hours PAID, not hours worked.

Vacation Trust (\$2.00 deducted after taxes), Apprenticeship Fund (\$.40) and MOST (\$.34) are to be paid on hours WORKED.

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

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

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

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

This is the third and final year of the agreement.

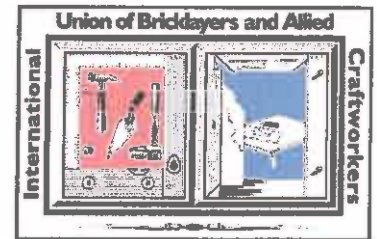
If you have any questions please call me at 763-712-9930.

Very truly yours,



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

LAV/vm
opeiu #12



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J COOK
President/Secretary-Treasurer

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

Scope of the Agreement

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

January 28, 2015

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

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

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

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

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

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

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

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

Sincerely,

Michael J Cook

APPRENTICE WAGES

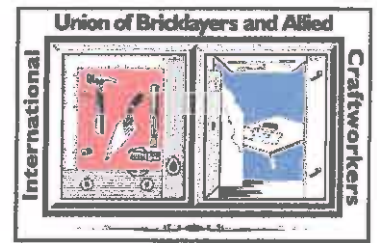
Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota
8 – 2015

BASE WAGE

TAXABLE

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

* Taxable wage - Includes Vacation and Dues



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

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Minneapolis, Minnesota 55414

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FAX: 612/379-8754

MICHAEL J. COOK
President/Secretary-Treasurer

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

Scope of the Agreement

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

March 5, 2015

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA

DULUTH AREA - TILE LAYERS

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

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

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

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

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

Sincerely,

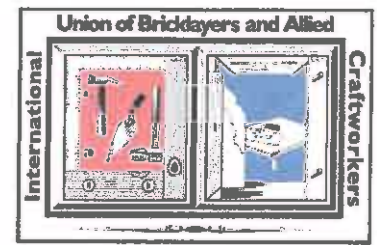
Michael J. Cook

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

APPRENTICESHIP WAGES

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

* Taxable wage = Includes Dues



Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

312 Central Avenue, Suite 328
 Minneapolis, Minnesota 55414

"Building For the Future"

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

MICHAEL J. COOK
 President/Secretary-Treasurer

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

Scope of the Agreement

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

March 5, 2015

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

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

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

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

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

Sincerely,

Michael J. Cook

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

APPRENTICESHIP WAGES

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

* Taxable wage = Includes Dues



Northern Minnesota
Local 361

Commercial & Residential Carpenter Wage Rates

Effective May 1, 2015

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

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

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



Minnesota Highway Heavy

All Districts *

Piledriver Wage Rates

Effective May 1, 2015

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

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

The following rates are per hour above Journeyperson Piledriver scale.

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

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

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



Effective May 1, 2015

Minnesota Highway Heavy

District 2

Highway Heavy Carpenter Wage Rates

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

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

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

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



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

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

312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414

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

GREG MASSEY
*Financial Secretary
Business Manager*

DAVE SCHUTTA
President

JOSEPH DeRASMI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

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

ATTN: PAYROLL DEPT, 2015 WAGE RATES

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

EFFECTIVE MAY 1, 2015

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

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

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

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

TO: ALL IRON RANGE AREA CONTRACTORS





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Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2015 WAGE RATES - HIGHWAY/HEAVY DIVISION

This Agreement shall govern work done in the areas defined as follows:

All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of T.24N, and that part of St. Louis County south of

T.55N, as well as the following counties in Wisconsin: Ashland, Douglas, Bayfield, Burnett, Iron, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2015

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

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

Foreman: \$1.50 above basic wage

APPRENTICE RATES:

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



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DARRELLLENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS RAGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2015 WAGE RATES - BUILDERS DIVISION

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

EFFECTIVE MAY 1, 2015

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

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

Foreman: \$2.00 above basic wage

APPRENTICE RATES:

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



INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

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

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

Wage & Fringe Benefits: January 1, 2015

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

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

Minnesota, North Dakota and Western Wisconsin

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

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

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

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

Vacation: 6% Hourly pay under 5 years

8% Hourly pay over 5 years

**Local 106 Glaziers Wage Rates
Effective May 4, 2015**

Journeyman Wage Rates:

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

Apprentices Indentured BEFORE May 1, 2014:

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

Apprentices Indentured on or AFTER May 1, 2014:

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

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

LOCAL UNION #242

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

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

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

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

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

DULUTH APPRENTICE WAGE RATE INFORMATION

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



INTERNATIONAL ASSOCIATION OF

Heat & Frost Insulators & Allied Workers

Local 49

2002 London Road
Duluth, MN 55812

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

May 28, 2015

To whom it may concern,

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

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

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

Sincerely,

David Cartwright
Business Manager

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



PRINTED
IN
U.S.A.

Twin Cities Ironworkers Apprenticeship & Training

Local 512 · A.G.C.

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

Larry Gilbertson *Director of Training*

email: larry@iw512jac.com



Attention: Payroll Department

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

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

Please adjust your payroll records accordingly.

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

If you have any questions, please contact me.

Sincerely,

Larry Gilbertson
Director of Training

APPRENTICE WAGE SCALE

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

Regions A, B & C wages are as follows:

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

Apprentices receive all fringe benefits listed below:

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

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

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

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

May 1, 2015

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

REGION A

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

REGION B

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

REGION C

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

REGION A APPRENTICES
ST. PAUL, MN

95%=\$33.72

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

90%=\$31.95

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

REGION A APPRENTICES
ST. PAUL, MN

85%=\$30.17

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

REGION A APPRENTICES
ST. PAUL, MN

80%=\$28,40

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

REGION A APPRENTICES
ST. PAUL, MN

75%=\$26.63

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

REGION A APPRENTICES
ST. PAUL, MN

70%=\$24.85

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

REGION A APPRENTICES
ST. PAUL, MN

70%=\$24.85

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

REGION B APPRENTICES
HERMANTOWN, MN

95%=\$29.49

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

90%=\$27.94

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

85%=\$26.38

1. Engen, Katie
2. Kowitz, Benjamin

REGION B APPRENTICES
HERMANTOWN, MN

80%=\$24.83

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

24. Prasnicky, Cody

25. Rinta, Dustin
26. Shamp, Barry
27. Turkuila, Joshua
28. Tveiten, Curtis

75%=\$23.28

1. Olson, Jeff
2. Pederson, Brandon

REGION B APPRENTICES
HERMANTOWN, MN

70%=\$21,73

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

REGION B APPRENTICES
HERMANTOWN, MN

70%=\$21.73

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

REGION C APPRENTICES
MANDAN, ND

95%=\$228.31

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

90%=\$226.82

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

80%=\$223.84

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

REGION C APPRENTICES
MANDAN, ND

70%=\$20.86

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

APPRENTICE WORK PERFORMANCE REPORT

CONFIDENTIAL

Apprentice: _____ Region A Region B Region C

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

Scoring – 0 = poor.....10 = best

ATTENDANCE & TARDINESS

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

COMMENTS:

ON THE JOB PERFORMANCE (Reliability)

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

COMMENTS:

ATTITUDE (Positive Attitude, Shows Leadership Ability)

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

COMMENTS:

INITIATIVE & PRODUCTIVITY (Ambition & Effort)

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

COMMENTS:

COMPREHENSION & ABILITY (Shows interest in learning job)

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

COMMENTS:

COOPERATION & CONDUCT (Ability to work with others)

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

COMMENTS:

SAFETY & AWARENESS

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

COMMENTS:

QUALITY OF WORK & ACCURACY

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

COMMENTS:

TOOLS: FEW SOME MANY CONDITION: POOR OK EXCELLENT

COMMENTS: _____

REVIEWED BY Forman/Supervisor _____ DATE: _____

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

BUILDING WAGE RATES

Duluth/Cloquet Local #1091

Effective May 1, 2015:

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

Example: Apprentice at 80% of Class 1 ONLY

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

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

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

"All" Fringes are to be sent to :

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

HIGHWAY HEAVY WAGE RATES

District 2A - Duluth Local #1091

Effective May 1, 2015:

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

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

Example: Apprentice at 80% of Class 1 ONLY

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

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

"All" Fringes are to be sent to :

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



**LOCAL 1348 MILLWRIGHT AGREEMENT
NORTHERN MINNESOTA**

MILLWRIGHTS & MACHINE ERECTOR WAGE RATES

Effective May 3, 2015

Classification

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

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

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

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

HIGHWAY AND HEAVY WAGES EFFECTIVE MAY 1, 2015

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

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

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

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

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

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

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

BUILDERS AGREEMENT – MINNESOTA

WAGES EFFECTIVE MAY 1, 2015 - ZONE 1

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

WAGES EFFECTIVE MAY 1, 2015 - ZONE 2

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

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

Journeyman Wage Rates:

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

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

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

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

Painter Apprentice

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

Drywall Taper Appr

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

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

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

JEFFREY DAVEAU SR.
BUSINESS MANAGER

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

WAGE & BENEFIT REVISION EFFECTIVE MAY 4, 2015

BUILDING TRADES JOURNEYMAN

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

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

Total package **\$56.65**

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

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

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

Wages/Benefits Roofers Local Union 96 - Duluth Area

Effective July 1, 2014
Through June 30, 2015

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

Apprentice Percentages Based on Hours Worked for Advancement:

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

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

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

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

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

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

Due: July 1, 2015: \$0.80

Expiration date: June 30, 2016

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

EFFECTIVE MAY 4, 2015 - April 30, 2016

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

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

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

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

The current IRS mileage rate is \$.575

April 17, 2015

Contract expires May 1, 2016



Minnesota Breakdown of Wage and Benefit Package

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

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

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

Industry Advancement-State of Minnesota

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

Benefit Package

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

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

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

Created June 2013

Road Sprinkler Fitters Local Union No. 669

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



SPECIAL PROVISIONS

**2016 Street Preservation Project
East Skyline Parkway
S.A.P. 118-114-004**

City Project # 1513

**City of Duluth, Minnesota
411 West 1st Street
Duluth, MN 55802**

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.

Duncan C. Schwensohn
Signature

Duncan C. Schwensohn
Typed or Printed Name

3/18/16
Date

45486
License No.

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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	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Certified Payroll Form WH347	All	http://www.dol.gov/whd/forms/
Contractor's Haul Route	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Debarment/Suspension Notice (most current version)	All	http://www.dot.state.mn.us/bidlet/howtobid.html
IC-134 Contractor Affidavit - Form	All	http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf
IC-134 Contractor Affidavit – Online	All	https://www.mndor.state.mn.us/tp/contractoraffidavit/
MN Rules 5200.1105	All	https://www.revisor.mn.gov/rules/?id=5200.1105
MN Rules 5200. 1106	All	https://www.revisor.mn.gov/rules/?id=5200.1106
MN Statutes 177.41 to 177.44	All	https://www.revisor.mn.gov/statutes/?id=177
Notice to Bidders - Prompt Payment to Subs – CITY (MS 471.425)	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
One-Call Instructions	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Request to Sublet TP-21834	All	http://www.dot.state.mn.us/const/labor/forms.html
Request to Sublet Summary	All	http://www.dot.state.mn.us/const/labor/forms.html
Responsible Contractor Certification (MS 16C.285)	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Statement of Compliance Form (8-2013)	All	http://www.dot.state.mn.us/const/labor/forms.html
Supplemental General Conditions Part II 4/15/11	All	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Truck Rental Rates	State	http://www.doli.state.mn.us/LS/PrevWageTR1.asp
Contractor/Vendor Form	State	http://www.dot.state.mn.us/const/labor/forms.html

Trucking Com/Vendor Form	State	http://www.dot.state.mn.us/const/labor/forms.html
Month End Trucking Report Form A & B (12-10)	State	http://www.dot.state.mn.us/const/labor/forms.html
Month-End Trucking Report Statement of Compliance (12-10)	State	http://www.dot.state.mn.us/const/labor/forms.html
Notice to Bidders - Prompt Payment to Subs – STATE & FED (MS 16A.1245)	State & Federal	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/

SP-1 NOTICE TO ALL BIDDERS

The 2016 Edition of the 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 provides for the reclamation of bituminous surfacing on East Skyline Parkway from Mesaba Avenue to Kenwood Avenue. The Project will also include ADA curb ramp installation and various curb & gutter and sidewalk removal and replacement.

SP-3 CONTACT INFORMATION

Questions regarding this project should be directed to: Duncan Schwensohn, PE, Project Engineer, 218-730-5107

SP-4 (1702) PERMITS, LICENSES, AND TAXES

The contractor shall obtain the City of Duluth “Erosion & Sediment Control Permit” available from the Construction Services & Inspections Department (Room 210 City Hall) for the site. The permit fee will be waived.

SP-5 (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:

1. Construction operations shall be started on or before June 27, 2016 or within ten (10) calendar days after the date of **Notice to Proceed**, whichever is later.
2. Final Completion. ALL work required under this Contract shall be complete on or before August 31, 2016.
4. 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.

5. 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.
6. 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-6 (1807) FAILURE TO COMPLETE WORK ON TIME

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

SP-7 (2123) MOTOR GRADER

This item includes all work associated with reshaping and compacting the reclaimed base if in the opinion of the Engineer, the grade requires reshaping after it has been opened to traffic prior to paving operations. Compacting the base prior to reshaping shall be considered incidental to the Motor Grader bid item. Initial compaction, grading and shaping after reclamation of the road shall be incidental to the Full Depth Reclamation bid item and shall not be paid for separately. The motor grader shall be a minimum 200 HP with a 14 foot moldboard and have carbide tipped cutters.

SP-8 (2360) ASPHALTIC CONCRETE PAVEMENT

The provisions of MN/DOT 2360 and section 2360 of the City's Construction Standard shall apply in full as supplemented and modified by the provisions in Appendix A.

SP-9 (2504) CONCRETE ENCASED VALVE BOX COLLAR

See the 2016 Edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" book and any addendums or supplements for detailed requirements.

SP-10 (2506) CONCRETE ENCASED CASTING COLLAR/MANHOLES FRAME SEAL

See the 2016 Edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" book and any addendums or supplements for detailed requirements.

SP-11 (2531) TRUNCATED DOMES

See the 2016 Edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" book and any addendums or supplements for detailed requirements.

SP-12 (2563) TRAFFIC CONTROL

Contractor shall make every effort maintain access to properties within the project limits at all times. The use of flaggers or other temporary traffic control measures will be required to maintain access. All traffic control measures required shall be incidental to the Traffic Control bid item.

SP-13 (2580) INTERIM PAVEMENT MARKINGS

SP-13.1 This work shall consist of placing interim pavement markings on those pavements, prior to opening them to traffic, where the in place surface is to be covered by a subsequent paving course or the permanent lane markings are to be placed at a future date. The Contractor has the option of furnishing the following material, unless the material type is indicated in the Plan:

(A) Removable Preformed Plastic Pavement Marking (4 inch wide) Tape Mn/DOT 3355.

(B) Traffic Marking Paint in accordance with Mn/DOT 3591 and 3592, and the following specifications:

- THREE MINUTE DRY ALKYD TRAFFIC PAINTS
- APPLICATION SPECIFICATION FOR CONVENTIONAL TRAFFIC MARKING PAINT

The above specifications can be accessed on the Mn/DOT Office of Traffic, Safety, and Operation website.

(C) Temporary Raised Pavement Markers in accordance with the following specification:

- TEMPORARY RAISED PAVEMENT MARKERS (TRPMs)

The above specifications can be accessed on the Mn/DOT Office of Traffic, Safety, and Operation website.

SP-13.2 When centerline or lane markings (excluding edge lines) are removed, interim pavement markings shall be provided prior to opening the roadway to traffic. The markings shall be applied to a clean, dry surface in accordance with the manufacturer's recommendation or as approved by the Engineer.

SP-13.3 The Contractor will be required to use primer prior to the installation of all tape regardless of weather or pavement conditions or Manufacturer's specifications. All other installation procedures and materials used shall follow the manufacturer's specifications. Application of the primer shall be incidental to the cost of installing the tape.

SP-13.4 The Contractor shall place all centerline and lane markings prior to ending work each day. Edge lines shall be placed within 14 calendar days.

SP-13.5 Interim markings shall consist of center line markings including no passing zone markings, center lines and lane lines (excluding edge lines) in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD). Interim markings for skip stripes shall be 4 inch wide plus or minus 1/4 inch and cycle lengths as indicated in the Plan. The Markings shall be placed parallel to the direction of traffic flow. Solid lines used to make no passing zones and lanes shall be 4 inch in width, plus or minus 1/4 inch. Lateral placement of the markings from centerline shall be as directed by the Engineer.

If the Contractor is negligent in adhering to the above provisions, he/she shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof which the Engineer determines that the Contractor has not complied.

SP 13.6 When temporary raised pavement markings are used as interim markings, they shall be installed as per the TRPM specification or as indicated in the Plan. Removal of TRPM's shall be incidental to the bid price.

SP-13.7 The interim markings shall be maintained and replaced by the Contractor without additional compensation until they are covered by the next paving course, are replaced with permanent pavement markings, or final acceptance of the Project is made. The Contractor will be required to remove all Temporary Raised Pavement Markings used as Interim Pavement markings. Any solid line delineations on the final pavement surface marked with Pavement Marking Tape must also be removed prior to placing the Permanent Pavement Markings. The Engineer may require the removal of any Interim Pavement Markings that will interfere with the placement of the permanent markings or could cause confusion to the traveling public if left in place. Removal of interim pavement Markings, if required, shall be incidental to the Contract bid price for the Item, and shall be in accordance with Mn/DOT 2102.

SP-13.8 Interim pavement markings will be measured by the actual length in linear feet of each line marked as indicated in the Plan and will not include the gap between skip stripes. No additional quantity will be included for repair or renewal work. Measurement for raised pavement markings will be made according to the length of line being simulated.

SP-13.9 Payment for Interim Pavement Marking at the Contract price per unit of measure shall be compensation in full for all costs of furnishing and placing the marking, removal if required, and all necessary maintenance and renewal work. Payment for Interim Pavement Marking will be made on the basis of the following schedule:

Item No. Item Unit 2580.603 Interim Pavement Marking linear foot

- END -



MINNESOTA DEPARTMENT OF TRANSPORTATION
State Aid Division
Technical Memorandum No. 16-SA-01
January 8, 2016

To: County Engineers (Distribution 618)
City Engineers (Distribution 650)
MnDOT District State Aid Engineers
MnDOT District Materials Engineers
SALT Consultant list

From: Mitch Rasmussen, P.E. 
Assistant Commissioner, State Aid

Subject: Specification 2360 - Plant Mixed Asphalt Pavement - Design Guidelines

Expiration

This Technical Memorandum supersedes Technical Memorandum No. 10-SA-02 and will expire on July 1, 2025 unless superseded prior to this date.

Implementation

The guidelines contained in this Technical Memorandum are effective immediately for all Federal Aid and State Aid projects that contain specification 2360 - Plant Mixed Asphalt Pavement.

Modification(s) to specification 2360 - Plant Mixed Asphalt Pavement shall be requested by the local agency in a letter to the District State Aid Engineer. The request for modification letter shall include justification for the specification deviation(s). The request for modification to the specification shall include at a minimum an explanation of the situation, why the modification is necessary and how this modification will provide a better product. A copy of the request for modification letter shall be retained in the respective local agency project file.

Introduction

Over the past decade, MnDOT and local agencies have been specifying gyratory mix design for their asphalt pavements. Technical Memorandum No. 04-SA-01 "Bituminous Specification Implementation" was a beginning directive toward moving Federal Aid and State Aid projects to gyratory mix design and Technical Memorandum 10-SA-02 "Specification 2360 - Plant Mixed Asphalt Pavement - Design Guidelines" provided guidance and information to designers to follow established best design practices, for selection of appropriate bituminous mixture and asphalt binder grade(s), and reduce bituminous specification ambiguities for contractors bidding State Aid and Federal Aid projects.

Plan reviews for construction projects show that gyratory designed mixes are being specified. However, there has been a recent change in the PG Binder specification with the switch to AASHTO M 332 – *Standard Specification for Performance-Graded Asphalt Binder Using MSCR (Multiple Stress Creep Recovery)*. Therefore, additional guidance is warranted to ensure that the correct PG (performance graded) binder(s) are specified.

Purpose

The main two purposes of this Technical Memorandum are to: First, provide guidance in following established best design practices to ensure that public funds are spent as efficiently as possible. Second, to provide designers with the most current information regarding the appropriate choice of bituminous mixture(s) and asphalt binder grade(s) when specify them on projects.

Guidelines

To further standardize bituminous pavement specifications, all State Aid (including Federal Aid) projects should follow the most current criteria for asphalt pavement mix design and PG binder selection. At the present time, the most current documents are: "Design Criteria 2360" dated April 4, 2014 and "MnDOT PG Binder Guidelines" dated November 12, 2015. Both of these publications can be found at the MnDOT Bituminous Engineering webpage under Design and on the State Aid Pavement webpage under Pavement Design.

Typically each year in January, the MnDOT Bituminous Unit prepares a memo which contains recent specification changes and reminders. Please see the current bituminous specification updates on the State Aid Construction webpage for this information and for the most current 2360 - Plant Mixed Asphalt Pavement specification before starting your bituminous pavement design.

Following is a list of items that designers should watch closely to ensure these items are correct in the plan.

1. Superpave (gyratory design) considers the top four inches (top three inches for local agencies with traffic levels <3 million ESAL's) to be wear. Bituminous mixture placed below the top 4 inches or (top 3 inches for local agencies with traffic levels <3 million ESAL's) is considered nonwear.
2. A PG 58(H, V, E) -34°C should be specified in the top four inches (top three inches for local agencies with traffic levels <3 million ESAL's) for new construction, reclaiming and cold in-place recycling projects. Pavement management data shows thermal cracking may be reduced up to 90% when a PG 58(H, V, E) -34°C is used in the top four inches of the pavement structure. Reduced thermal cracking should lead to longer pavement life.
3. A PG 58S -28°C should be specified in bituminous mix placed as an overlay on existing asphalt pavements. The typical moderate to high degree of thermal cracking associated with older pavements makes the use of more expensive 58x -34°C binders less beneficial.
4. Do not specify a PG 58(H, V, E) -34°C below four inches (top three for local agencies with <3 million ESAL's) in the pavement structure unless, because of small quantities, it makes economic sense to specify the same binder grade for the entire pavement structure. Typically, specify a PG 58S -28°C below four inches (top three inches for local agencies with traffic levels <3 million ESAL's) in the pavement structure. Research at MnROAD has shown that the pavement typically does not reach temperatures below -28° Celsius at these depths. The use of a more expensive asphalt binder below these depths is usually not warranted.
5. Be careful when specifying the aggregate size (A, B, C, D). Aggregate sizes **A** and **B** are specified most often. Aggregate size **A** is ½ inch minus and aggregate size **B** is ¾ inch minus. There has been a shift recently to aggregate size **A** as the aggregate specified most often in the wearing course mixtures. Although aggregate size **B** will accommodate RAP more readily than aggregate size **A**, splitting of RAP into two sizes appears to diminish this. See specification 2360.1 **A3** Mixture Designations for further clarification.
6. Be careful when specifying air voids in the mixture. A nonwear mixture will always have 3.0 percent air voids. Mainline wear mixtures have 4.0 percent air voids and shoulder wear mixes will have 3.0 percent air voids. The Engineer should consider modifying mainline wear traffic level 2 mixtures to 3.0 percent air voids for low-volume local agency pavements having <0.3 million ESAL's. Use 4.0 percent air voids on higher volume facilities.
7. Use the maximum density specification for bituminous compaction on the mainline of County State Aid Highways. Achieving the required density is essential to constructing longer lasting

pavements. It is highly recommended to not write out the ride specification as ride should not be sacrificed for density. Well compacted roads with good ride quality are desirable. Ordinary compaction should be limited to layers identified in the typical sections with a minimum planned thickness of less than 1½ inches, thin lift leveling, wedging layers, patching layers, driveways and areas that cannot be compacted with standard highway construction equipment. See specification 2360.6C Ordinary Compaction Method for further information.

8. Bikeway trail mixture designation should be SPWEB230B. See the Bicycle Path Design State Aid web page for additional guidance.

<http://www.dot.state.mn.us/stateaid/bicycle.html>

9. Recycled asphalt pavement (RAP) has been successfully used for many years in MnDOT and local agency bituminous mixtures. The use of RAP is encouraged in both non-wear and wear courses.
10. Warm mix asphalt use is permissible on State Aid projects (including Federal Aid) provided that the requirements of the 2360 specification are met. There may be economical and environmental incentives to use this type of bituminous mix.

Rules of Thumb

- Minimize the number of mixtures and PG grades on any one project. Typically, it is not economical to specify another bituminous mixture for quantities less than 2000 tons.
- The top four inches (three inches for local agencies with traffic levels <3 million ESAL's) of bituminous mixture should have the same PG grade. Typically in the top four inches, (three inches for local agencies with traffic levels <3 million ESAL's) specify PG 58(H, V, E) -34°C for new construction, reclaiming, and cold in-place recycling. In the case where small quantities are involved, it may make economic sense to specify the same binder grade for the entire pavement structure.
- Bituminous mixture placed as an overlay or below four inches from the surface (three inches for local agencies with traffic levels <3 million ESAL's) should be the same PG grade. Typically, specify PG 58S -28°C. This is because the common high crack frequency associated with older pavements does not make the more expensive binders economical.

Questions

For special or unique design considerations, please contact your District State Aid Engineer for guidance.

For information on the technical contents of this memorandum, please contact John Garrity, MnDOT Bituminous Engineer at (651)366-5577 or Joel Ulring, State Aid Pavement Engineer at (651)366-3831.

Links

A link to all active and historical State Aid for Local Transportation Technical Memoranda can be found at:

State Aid Tech Memos: <http://www.dot.state.mn.us/stateaid/tech-memos.html>

A link to the current bituminous design publications can be found at:

MnDOT: <http://www.dot.state.mn.us/materials/bituminousdesignpage.html>

State Aid: <http://www.dot.state.mn.us/stateaid/pavement.html>

MnDOT PG Binder Guidelines-MSCR

The new PG designations are different from the previous asphalt binder specification. Following AASHTO M332 (MSCR) the New PG grading designations for Minnesota will all be PG58, followed by traffic loading designation and minimum pavement design temperature. For example: PG58S-XX, PG58H-XX, PG58V-XX, and PG58E-XX.

S, H, V or E grade designations must be specified for standard, high, very high or extremely high traffic loading, respectively.

Type of Construction	Recommended Asphalt Binder for < 3 Million ESALs (20 yr)	Recommended Asphalt Binder for 3 - 10 Million ESALs (20 yr)	Recommended Asphalt Binder for > 10 Million ESALs (20 yr)
Overlay Wearing Mixture (Top 4'') ³	PG 58S-28	PG 58S-28 ¹	PG 58H-28 ¹
New Construction ² Wearing Mixture (Top 4'') ³	PG 58H-34	PG 58H-34 ¹	PG 58V-34 ¹
All Non-Wear Mixture (Below 4'' from Surface)	PG 58S-28		

Recommended Binder Grade for Shoulders:		
With Traffic	With No Traffic	Next to Concrete Mainline and Concrete Curb and Gutter
Generally, use the same binder grade as the mainline, but, not to exceed PG 58H-xx.	PG 58S-28 or PG 52S-34 (match the mainline low PG number)	PG 58S-28 or PG 58H-28

NOTES: When varying from these guidelines or for further clarification, consult the MnDOT Bituminous Office.

1. Selecting a higher PG grade and/or mixture type (traffic level), for higher ESALs within the category, will provide better resistance to rutting. Contact the Bituminous Engineer for guidance.
2. New construction includes: reconstruction, rubblization, CIR, reclaiming (FDR)
3. For Non-Trunk Highway with traffic levels <3 million ESAL, consider modifying the "top 4" criteria to top 3".
4. With concurrence of the Bituminous Office the designer may allow, by Special Provision, the Contractor's option to use PG 64S-22 on overlay construction when both of the following conditions are met:
 - a. Overlay thickness 3" or less and,
 - b. Average inplace crack/joint spacing 30ft. or less

The Special Provision shall limit the allowable RAP usage to 15% for mixtures specifying PG 64S-22.

Rules of Thumb

- Minimize the number of PG grades on any one project.
- The top 4” should be the same PG grade. Typically, specify PG xxx-34 for new construction. Typically, specify PG xxx-28 for overlay construction.
- Below 4” from the surface should be the same PG grade, typically, specify PG 58S-28.

Considerations

- For non-trunk highway with traffic levels < 3 million ESAL, consider modifying the top 4” criteria described under “Rules of Thumb” to top 3” criteria.
- For temporary construction (2 years or less) consider using PG 64S-22 when PG 58H-28 or PG 58V-34 is otherwise recommended.
- For special or unique design considerations contact the Bituminous Office.

Asphalt Binder Grade Designation

The PG Binder Grade letters should be used in all bituminous mixture designations, regardless of the specification number. These letters and PG Grade are listed below:

Binder Grades and Allowable Substitutions

A = PG 52S-34

B = PG 58S-28 allowed as substitute for PG 58-28

C = PG 58H-34 allowed as substitute for PG 58-34 & PG 58-34(PMB)

E = PG 58H-28 allowed as substitute for PG 64-28 & PG 64-28(PMB)

F = PG 58V-34 allowed as substitute for PG 64-34 & PG 64-34(PMB)

H = PG 58V-28 allowed as substitute for PG 70-28 & PG 70-28(PMB)

I = PG 58E-34 allowed as substitute for PG 70-34

L = PG 64S-22

M = PG 49S-34



Erosion and Sediment Control Application and Permit

(Required For Land Disturbance of 3,000 sq ft or greater**) (See City of Duluth UDC Article 2, Section 50-18.1.E) Revised March 2015

SITE LOCATION	
Site Address:	Date:
Lot:	Plat & Parcel:
Nature of Project	
Est. Start Date:	Est. Completion Date:

OWNER / CONTRACTOR			
Property Owners Name	Email:	Telephone No.	
Address	City	State	Zip
Contractors Name	Email:	Telephone No.	
Address	City	State	Zip

CITY USE ONLY	
City Engineer Approval:	Date:
Permit Number:	Permit Fee: \$150 \$300

SEE REVERSE SIDE FOR FEE SCHEDULE AND ADDITIONAL REQUIREMENTS

(Attach the Erosion and Sediment Control Plan (ESCP) to this application page)

MS-4 Statement of Compliance (not for permanent stormwater management)

The property owner and the contractor conducting work on the site are responsible for all the construction activities that occur on the site. By signing this permit both parties are required to install and maintain all erosion and sediment control BMPs to ensure that sediment, soil and debris does not leave the construction site. This includes but is not limited to tracking of soil /mud onto public streets and roadways from vehicles leaving the site, soil eroding from the site onto roadways or drainage ditches or onto neighboring property. If sediment, soil/mud and/or debris leaves the site, both parties are responsible for the immediate clean up and all costs and fines associated with it. Both parties are also responsible for the total restoration of vegetation on the site (seed/mulch, sod, gardens...) after construction disturbance is substantially complete, and only after vegetation has been established with vigorous growth can BMPs be cleaned and removed.

_____	/	/
Property Owner	Telephone #	Date
_____	/	/
Contractor	Telephone #	Date

EROSION CONTROL PERMIT FEES

Size of Project* (*****)	Erosion and Sediment Control Plan / SWPPP ***	Erosion and Sediment Control Permit	FEE
Land Disturbance Area less than 3,000 s.f.**	Specific plan not required, but must follow BMPs	No	No Fee
Land Disturbance Area greater than 3,000 s.f. and less than 10,000 s.f.	Yes	Yes	\$150
Land Disturbance Area greater than 10,000 s.f. and less than 1 acre.	Yes	Yes	\$300
Land Disturbance Area equal to or greater than 1 acre.	Yes	Yes ****	N/A

* All projects regardless of area disturbed, will be inspected for compliance with Erosion and Sediment Control Best Management Practices (BMPs), see attached .

** If city engineer determines that the proposed development is in a vulnerable area (steep slopes, erodible soils, adjacent to sensitive areas, etc.) and may cause degradation of the waters connected to the City's storm water system, then the provisions applicable to land disturbance areas between 3,000 and 10,000 sq. ft. shall apply.

*** A site specific Storm Water Pollution Prevention Plan (SWPPP) meeting MPCA NPDES Permit requirements for Construction Activity is required and shall be submitted to the City for review. An individual one-family or two-family residence (that is not part of a common plan of development) with less than 10,000 sq. ft. of disturbance and less than 7,500 sq. ft. of new impervious area does not have to prepare a SWPPP, but shall submit an erosion control plan meeting the requirements of this document and attachments.

**** The MPCA Permit No. MN R 100001 is required (General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination), and a copy of permit to be submitted to City. See this page for internet link.

***** Please see the City of Duluth UDC Article Two, Section 50-18.1.E to determine if the proposed project is required to meet permanent stormwater quality and rate control requirements and applicable fees.

NOTE: For projects disturbing one acre or more, the MPCA Stormwater Permit for Construction Activity must be completed--not the City of Duluth's form.

www.pca.state.mn.us/water/stormwater/stormwater-c.html

**The entire MS4 Permit may also be found at the MPCA:
website:**

www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements

City of Duluth Erosion and Sediment Control Plan Guidelines

Erosion and Sediment Control Plan (ESCP)

The Permit Application should be filled out and the Erosion and Sediment Control Plan should be prepared as follows:

- Complete the attached Narrative form Item No. 1, or use a separate sheet. Fill in **all** areas as completely as possible.
- Complete a Site Map / Plan showing the items listed below in item No. 2 and see Elements of Erosion Control Plan, Site Map Requirements for further guidance to address specific item for each plan. Additionally see example site map / plan.
- Incomplete Narratives or Site Map / Plans will be returned for additional information and will delay permit approval.

Erosion and Sediment Control Methods

Control of sediment is required so that it does not migrate to an adjoining property, roadway, catch basin, or a wetland/watercourse. Diagrams are attached that depict some of the control methods commonly used for erosion and sediment control. Silt fence barriers and crushed rock temporary entrances are common control methods that can be effective for small projects. Additional methods, such as sediment traps and detention structures, are required for some projects and a qualified professional may need to specify the appropriate erosion and sediment control methods. See attached sheet titled Commonly Used Erosion Controls.

Activities Exempt from the Ordinance

Minor land disturbing activities are exempt such as: home gardens, landscaping, repairs and maintenance work, utility work, certain septic tank work, fencing, tilling, planting, or harvesting of agricultural, horticultural, or silviculture crops, and certain emergency repairs.

City Erosion/Sediment Control Permit Narrative -rev 2011

These are the **absolute minimum** submittal requirements for **all projects**:

(1) NARRATIVE

- A) Provide a description of what you are doing and type foundation/disturbance.
(e.g., constructing a 2,000 sq ft house w/full basement; constructing an attached 24x24 garage on slab; building a 20x15 house addition on frost footings, etc.)
- B) How much land are you disturbing? **Total:** _____ **square feet**
Main soil type? _____ Are you importing/exporting any fill? _____ Amount _____
- C) Describe the slope of the land **and** the slope of the adjacent land.
- D) Describe all temporary erosion control devices you intend to use and show on an attached drawing **where** and **when** you will be installing them. [At a **MINIMUM**, you must have perimeter control such as silt fence and washed rock construction entrance.] **Also, show and protect all stockpiles.**
- E) Final Stabilization. Date you will sod, or seed & mulch, or otherwise establish vegetation on the disturbed area.
Method: _____ Target Date: _____
If site is not vegetated by October 30th, describe below your selected winter-over methods (mulch, erosion blanket, etc.).

(2) DRAWING

- A) • **Always clearly show** the site grading/disturbance limits.
• Also, show *pre- and post-development* drainage arrows.
- B) ***Clearly show*** estimated land contours (hand drawn is acceptable for small projects).
- C) **Show any/all** creeks, ditches, wetlands, or other sensitive areas *within 200 feet* of your site.
• **If none, so state:** _____
- D) ***Clearly show*** the amount and placement of silt fence, hay bales, construction entrance, etc.
- E) ***Clearly show*** washed rock construction entrance. [*Minimum: 12' W x 50' L x 6" deep*] **OR** show mud mat reusable mat - *8' x 45' minimum* (see Brock White handout).
- F) • **Show** and label streets and adjacent properties.
• **Show** catch basins/inlets.
• ***Clearly show*** all protective measures for those areas where sediment could migrate. Protect your neighbor's property from your construction activity and potential erosion and sediment.

****For Large Projects, Commercial Projects, Complex Projects –
Additional information and design are required - refer to City Ordinance 9365****
Technical assistance: Engineering 730-5200; [Tom Johnson 730-5103]

GENERAL NOTES FOR EROSION CONTROL

STRAW BALES or SILT FENCE

- *Put up before any other work is done
- *Install on downslope side(s) of site with ends extended up sideslopes a short distance
- *Place parallel to the contour of the land to allow water to pond behind the fence
- *Entrench 4 inches deep (see diagram)
- *Stake (every 3 feet minimum)
- *Leave no gaps/ overlap if necessary
- *Inspect often and maintain
- *Remove sediment when deposits reach half way up fence or bale

ROCK CONSTRUCTION ENTRANCE

- *Install a single construction access using large crushed rock (1 ½ “ to 2 ½ “) to prevent tracking of soils off project site
- *Put rock 6 inches deep, 12 feet wide, 50 feet long
- * Maintain rock access through project end
- *All vehicles to use rock entrance

SEDIMENT CLEANUP

- * By the end of each work day, sweep/scrape up soil tracked on roads, alley , sidewalk
- * After a storm clean up soil washed off site onto sidewalks, streets, alleys.

REVEGETATION

- *Seed & mulch, sod or mulch disturbed area as soon as project is completed

PRESERVING EXISTING VEGETATION

- *Preserve existing trees, shrubs, sod, as much as possible

WARNING! Extra measures may be needed if your site:

- *Has highly erodible soils
- *Is within 200 feet of a river or stream
- *Is within 1,000 feet of a lake
- *Is steeply sloped
- *Receives runoff from adjacent land

For more information on appropriate measures for your site, please call the City of Duluth Engineering Division at 730-5200.

ELEMENTS OF EROSION & SEDIMENT CONTROL PLAN (ESCP)

ESCP Project Narrative

- (1) Project description
- (2) Phasing of construction
- (3) Existing site conditions
- (4) Adjacent areas affected by project
- (5) Critical areas identified
- (6) Erosion and sediment control measures
- (7) Soil descriptions
- (8) Permanent stabilization methods
- (9) Stormwater management considerations
- (10) Maintenance schedule for erosion and sediment measures
- (11) Calculations
- (12) Additional information required by the city engineer

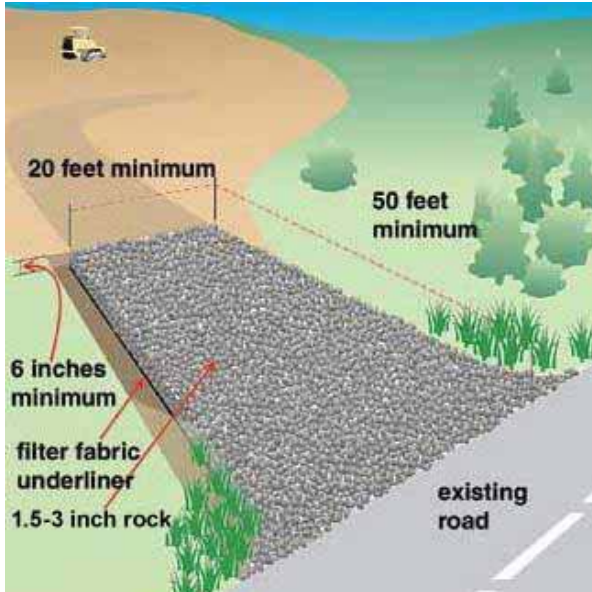
Criteria to be considered in the ESCP

- (1) Stabilization of denuded areas and soil stockpiles
- (2) Establishment of permanent vegetation
- (3) Protection of adjacent properties
- (4) Timing and stabilization of sediment trapping measures
- (5) Use of sediment basins
- (6) Cut and fill slopes
- (7) Stormwater management criteria for controlling off site erosion
- (8) Stabilization of waterways and outlets
- (9) Stormwater management criteria for controlling off site erosion
- (10) Working in or crossing water bodies
- (11) Underground utility construction
- (12) Construction access routes
- (13) Disposition of temporary erosion and sediment

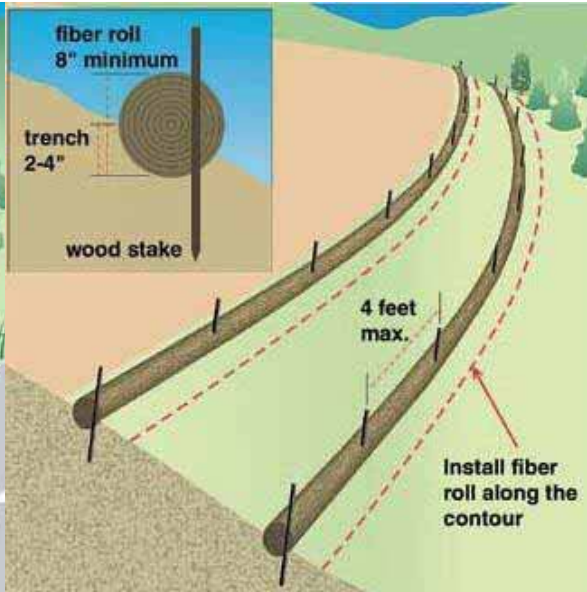
- control measures
(14) Maintenance of erosion and sediment control practice

Site Map Requirements

- (1) Location Map
- (2) North Arrow
- (3) Scale (1 inch = 100 ft. or greater detail)
- (4) Benchmark
- (5) Existing contours at two ft. intervals, 200 ft. beyond boundary - show watercourses/wetlands
- (6) Final contours
- (7) Existing vegetation - trees, shrubs, grasses
- (8) Soil boundaries
- (9) Property boundary and lot lines
- (10) Elevations and grades - street grades, pond elevations, etc.
- (11) Drainage arrows
- (12) Critical erosion areas
- (13) Clearing and grubbing limits
- (14) Utility plans
- (15) Location of erosion and sedimentation control practices - basins, swales, silt fence, bales
- (16) Location of other practices
- (17) Plan preparer's signature, address and phone number
- (18) Responsible party name, address, and phone number
- (19) Delineation of applicable zoning boundaries



Rock Construction Entrance



Perimeter Control – Bio Rolls

APPENDIX C

2016 SALT Schedule of Materials Control - Local Government Agency

This Schedule of Materials Control (SMC) outlines the minimum testing requirements for State Aid Funded and/or federal aid Projects off the National Highway and Trunk Highway System. Optional to this SMC is the MnDOT Materials Control Schedule. Usage of either schedule must be defined in the project proposal.

1603.2 SAMPLING AND TESTING - INSERT INTO SPECIAL PROVISIONS

The first paragraph is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2016 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

The SMC - LGA serves as a guide for material testing with allowable acceptance "as directed by the Engineer" detailed in Specification 1501.1(1) - Authority of the Engineer. These testing rates are a minimum and additional tests may be taken at the Engineer's discretion. A minimal testing rate does not always ensure a quality product; field observations and attention to detail is crucial. Materials not listed on an approved products list may be sampled and tested as directed by the Engineer. Materials listed on a Qualified Products list may be accepted or tested at the discretion of the Engineer.

Federal Aid projects require Independent Assurance Inspection. Contact the MnDOT District IA Inspector when the job starts to provide the proper servicing of your project.

Definitions

[SALT Construction Website](#)

MnDOT Office of State Aid for Local Transportation. The SMC - LGA is located at the construction page under "Information & Resources - Manuals".

[MnDOT Schedule of Materials Control](#)

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

[Approved Products List](#)

Products are "approved" when they have been found to routinely meet all applicable standards and specifications. The product is placed on the list based upon established successful manufacturer's quality control and warranties, but the listing may expire or require periodic renewal to verify the product has not changed over time. The approval process for the individual product should specify any expiration requirement.

[Qualified Products List](#)

Products are predicted to meet all applicable standards and specifications, but random sample testing is required to verify specific product lots meet specifications prior to usage. These products are generally considered to be "qualified" but not approved until tested for compliance. Successfully tested products lots are considered to be "approved". The approval process for the individual product should specify any further testing requirements for the product.

[Certified Sources](#)

Certified Sources must comply with each individual product's defined "certification procedure". Acceptance of products from certified sources follows the same sampling and testing as "qualified" products.

Quality assurance (QA) is a process-centered approach to ensuring that the best possible products or services are provided. Related to quality control, quality assurance focuses on enhancing and improving the process that is used to create the end result, rather than focusing on the result itself. Among the parts of the process that are considered in QA are planning, design, development, production and service.

Quality control (QC) is a process that is used to ensure a certain level of quality in a product or service. It includes actions deemed necessary to provide for the control and verification of certain characteristics of a product or service. It involves thoroughly examining and testing the quality of products or the results of services. The basic goal of quality control is to ensure that the products or services that are provided meet specific requirements and characteristics.

BITUMINOUS QUALITY MANAGEMENT

The Contractor shall provide and maintain a quality control program as detailed in Specification 2360.2.G.
The Engineer shall review the quality control program for compliance.

	Type of Test	Spec Section *	Contractor - QC Testing Rates	Agency - Testing Rates	
Start-Up Testing Rates for the 1st 2000 tons **	Bulk Specific Gravity	2360.2.G.7.b	1 test per 500 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day, all Verification samples are from a split (QC/QA) sample.	
	Maximum Specific Gravity	2360.2.G.7.c			
	Air Voids (calculated)	2360.2.G.7.d			
	Asphalt Content	2360.2.G.7.a			
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e			
	Gradation	2360.2.G.7.f			
	Fines to Effective Asphalt Ratio calc'd	2360.2.G.7.a/f			
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	1 test per 1000 tons		
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h			
	Added AC/Total AC Ratio (calc'd)	2360.2.G.7.a			
Production Testing Rates	Bulk Specific Gravity	2360.2.G.7.b	1 test per 1000 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day/ mix type, submit companion to the QC - CAA & FAA test results.	
	Maximum Specific Gravity	2360.2.G.7.c			
	Air Voids (calculated)	2360.2.G.7.d			
	Asphalt Content	2360.2.G.7.a			
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e			
	Gradation (minimum of 1 per day)	2360.2.G.7.f			
	Added AC/Total AC Ratio (calculated)	2360.2.G.7.a			
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g			NOTE 1
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h			NOTE 2
	TSR	2360.2.G.7.i	When directed by the Materials Engineer		
	Aggregate Specific Gravity	2360.2.G.7.j	As directed by the Engineer		
	Mixture Moisture Content	2360.2.G.7.k	As directed by the Engineer		
	Asphalt Binder Certified Supplier	2360.2.G.7.l	NOTE 3 (1qt. Steel container for asphalt binder. 1/2 gal. plastic container with wide screw top for emulsion)		
	Asphalt Emulsion Certified Supplier	2357			
Compaction / Density Requirements	2360.3.D	Review special provisions			
Small Quantity Requirements	See 2360.2G.5 & 2360.3G				

Testing rates are minimums, additional testing is encouraged to ensure a quality product.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

* Review Special Provisions & 2360.2.G Mixture Quality Management.

** The testing rates apply only to mixtures that have not been tested on previous projects.

Mixtures from previous years should use the start-up testing rates.

NOTE 1: **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1 per day if CAA is met. If CAA > 8% of requirement, 1 sample per day but test 1 per week. No testing required for Class A and or B Aggregates.

NOTE 2: **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1 per day if FAA is met. If FAA > 5% of requirement, 1 sample per day but test 1 per week.

NOTE 3: Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

BITUMINOUS SPECIALTY ITEMS

Type of Test	Spec	Contractor - QC Testing Rates	Agency - Testing Rates
Gradation	2363	1 per 1,000 Ton with a minimum 1 per day.	1 per day. 35 lbs.
PASSRC & PASB	3139.3		
Micro-Surfacing	2354 3139.5	Stockpile: 1/1,500 Tons (min 1/day) Machine Hopper: 1/500 Ton (min 1/day)	Stockpile & Machine Hopper: 1/day 30 lbs.
Seal Coat & Otto Seal	2356 3137.2 B	Stockpile: 1/1,500 Tons (min 1/day) Chip Spreader Hopper: 1/day	1/day from Hopper. 30 lbs.
% Crushing - CAA	2363	1 per 1,000 Ton with a minimum 1 per day.	1 per day from gradation test. 35 lbs.
PASSRC & PASB	3139.3		
Moisture / Aggregate	2354	Machine Hopper: 1/500 Tons (min 3/day)	1/day 2lbs
Micro-Surfacing	3139.5		
Sand Equivalence	2354	Stockpile or Machine Hopper: 1/500 Tons (min 1/day)	1/day, test at Engineer discretion, 25 lbs.
Micro-Surfacing			
Flakiness Index	2356	Sample taken from first load on first day, submit to Agency: 30 lbs.	Agency will test at their discretion, see Lab Manual 1223
Bituminous Seal Coat			
Bituminous Mixture	2356	1/300 Tons, min 1/day. %AC, Gradation, Max SpG, Adj.AFT	1/day, 20 lbs. 1 cylinder from truck box.
UTBWC	3151.2G		
PASSRC & PASB	3151 2350	Asphalt spot check: min 1/day	-
Stone Matrix Asphalt - SMA Lab Manual 1203, 1204, 1205, 1211, 1214, 1806, 1807, 1808, 1813, 1853, 1854, 1855, AI SP-2 AASHTO T305	2365	Tests ,%AC,gradation,Gmm,Gmb, Voids,VMA,CAA,Draindown,VCA, fines/effective asphalt. Rate,(1/1000 tons, min.1/day)Agg SpG, mix moisture, TSR to be tested as directed by Engineer. Submit companion 1 per day to agency: 3 full 6" by 12" cylinders	Tests: %AC, Gradation, Gmm,Gmb,Voids,VMA,CAA,VCA, fines/effective asphalt. Agency is not required to do draindown. Copy MDR to Project Engineer and Grading & Base Engineer.
Asphalt Binder Tests		<u>Asphalt Emulsion List</u>	<u>Asphalt Binder List</u>
UTBWC	2353 3151	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer : Asphalt Binder: First load, then 1/250,000 gallons. Sample size of 1 quart metal container. Emulsified Asphalt: First load, then 1/50,000 gallons. Sample size of 1/2 gallon wide screw top plastic container.	
Micro-Surfacing	2354		
Seal Coat & Otto Seal	2356		
Tack Coat	2357		
PASSRC & PASB	3151		
Asphalt Binder Rate	2354	Verify Application Rate 3/day	Verify Application Rate 1/day
Micro-Surfacing			
Fog Seal	2355	Verify Application Rate 1/day	Verify Application Rate 1/day
Seal Coat & Otto Seal	2356		
Bit Tack Coat	2357		

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Cold Inplace Recycling (CIR) & Stabilized Full Depth Reclamation (SFDR)

Specification 2215

Test Type	Producer Testing Rates	Engineer Testing Rates	<u>Grading & Base Manual/Form</u>
Gradation SFDR (Simple) Pre-ground un-stabilized material	1 per mile - report sieves 2" & 3"	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2" & 3"
Gradation (Entire) (Material to be stabilized)	One per day, give split sample to the Engineer	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2", 1.5", 1.25", 1", 3/4", 3/8", #4, #10, #30.
Gradation (Simple) (Material to be stabilized)	1 per mile for SFDR & CIR w/o top size screening. 4 / mile for CIR with top size screens.	Run gradation at the discretion of the Engineer	.215 & .293 / 101 report sieve 2" & 1.5" for SFDR, 1.5" and 1.25" for CIR
Depth Check - Unstabilized and Stabilized	1 per 1,000' /machine width for each vertical machine face for initial pulverization and stabilization.	1 per day	.284 / 401
SFDR: Moisture during compaction of unstabilized portion	1/6,000 sq. yd.	none	.245 Speedy tester not allowed.
Penetration Index (DCP) - SFDR only Unstabilized.	1 per 1/2 mile lane mile	1 per lane mile	.255 / 205
Calibrate: mineral stabilizing agent application rate.	Once using design rate per vane feeder.	Observe contractor calibration	.286 or .287
Moisture: before injecting liquid bituminous material	1 per 5,000 feet of lane of daily anticipated SFDR & one after the addition of water by the Contractor or mechanical drying out (disking, etc).	none	.281 / 105
Yield: Mineral Stabilizing Agent and/or Liquid Bituminous Material	1 per transport load each type	1 per day each type	.286 & .287 / 402 & 403
Compaction: Nuclear density for SFDR stabilized and CIR	1 per 500 feet of lane width, (see note below) .	Observe the Contractor.	0.282
Control Strip: SFDR Stabilized and CIR	Minimum of once per project	Observe the Contractor.	
Bituminous Material Samples	none	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer.	1 quart each sample
Mineral Stabilizing Agent Samples	none	1 sample	none
Foaming asphalt checks expansion ratio & half life	1 per load	Observe the Contractor once per day.	0.285
Moisture (stabilized) - before placement of next layer during curing.	none	3 daily after compaction.	Grading & Base Manual

Note: The Engineer may require a Contractor to perform additional nuclear density tests in areas that the Engineer believes are failing density requirements.

GRADING AND BASE CONSTRUCTION ITEMS 1 of 3

		Material Type	Spec. *	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample	
Gradation Testing (See Notes 2 & 3)		Aggregate Surfacing	3138 2211.5	Total quantity less than 4000 tons (2200 cy-cv) = 1 gradation/1,000 tons (550 cy.cv) or less, determine compliance to individual results (table 2211-5). Total quantity greater than 4,000 tons (2200 cy-cv), divide the total quantity by 10,000, roundup to the next whole number to determine the number of lots. Each lot is divide into 4 equal sublots, randomly sample each subplot. Determine individual results and subplot averages for compliance (Table 2211-4 & 2211-5)	1 / 1,000 tons stockpile gradation only required for materials on hand. Spec 1906.2	1/source 30 lb.	
		Aggregate Base					
		Aggregate Shoulders					
		Drainable Aggregate Base (OGAB & DSB)	3136				
		Granular Borrow/Embankment	3149	1/40,000 Cubic Yards - Compacted Volume - CV	1/10,000 Cubic Yards - only required for material on hand, Spec 1906.2	1/source 30 lb.	
		Select Granular Borrow/Embankment					
		Modified Granular Borrow/Embankment					
		Stabilizing Aggregate					
		Full Depth Reclamation	3135		1/day	1/6,000 yd ² & depth check	None
		Granular Filter	3601	3149	1/ source	1/source - before delivery on the project.	1/source 30 lb.
		Granular Backfill					
		Aggregate Backfill					
		Granular Bedding					
		Aggregate Bedding					
	Coarse Filter						
	Fine Filter						
Proctor	Non-Granular Material per 2105.3F	2105 2106 3149	1 per major soil, subgrade preparation specified density requires 100% of proctor density.	None	1 sample 25 lb.		
Sand Cone	Non-Granular Material per 2105.3F						
		AGENCY TESTING: Roadway Embankment: One test per 4,000 yd ³ (CV) <u>or</u> if test rolled, One test per 8,000 yd ³ (CV), Transverse culverts & Abutments: 1 test per every 2 feet of fill per 250' of trench length. Structures Trenches: One test/500 feet of each structure length at various depths. Subgrade Preparation: One per 25 road stations.					
Penetration Index Method (DCP) Index *	Aggregate Base	3138	1 DCP tests per 500 yd ³ (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd ³ (CV) or 1,800 Tons.	None	None		
	Aggregate Shoulders						
	Full Depth Reclamation	3135	1 DCP test per 3,000 yd ²				
	Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2 B	AGENCY TESTING: Roadway Embankment: One test per 2,000 yd ³ (CV) <u>or</u> if test rolled, One test per 4,000 yd ³ (CV), Transverse culverts & Abutments: 1 test per every 5 feet of fill per 250' of trench length. Structures Trenches: One test/500 feet of each structure length at various depths. Subgrade Preparation: One per 25 road stations.				

[The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.](#)

GRADING AND BASE CONSTRUCTION ITEMS 2 of 3

	Material Type	Spec. *	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Moisture Content Test During All Compaction Methods	*Aggregate Base, Shoulder & Surfacing	3138	1 per project unless directed by the Engineer, obtain split companion sample for the Contractor. * May replace tests with time stamped photos showing water being applied.	1 / 1,000 yd ³	None
	Drainable Aggregate Base (OGAB & DSB)				
	Full Depth Reclamation	3135		1/6000 yd ²	
	All Embankment Materials	3149 2105		1/10,000 yd ³	
	Subgrade Preparation			1 per 25 road stations	
Percent Crushing	Particle Count (note 1)	1/ source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B Drainable Bases).		1 required for mat'l on hand, Spec 1906.2	1/source 30lb
Quality	Aggregate Quality Tests	3138 3149 3601	1/ source unless directed by Engineer	2 required for mat'l on hand, Spec 1906.2	1/source 30lb
Depth Check	Full Depth Reclamation		1 per day unless directed by Engineer	1/1,000 feet of machine width.	
Test Rolling	Test Rolling (as directed in the special provisions)	2111	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G & B Manual 5-692.270.		

Laboratory Samples are companion split samples to the QA sample:

1. Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.
2. Include the laboratory companion with the first field sample.
3. Include the field sample results with the laboratory sample.
4. Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
5. Carbonate aggregate materials require 50 lb. samples for the laboratory testing.

NOTE 1: Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.

NOTE 2: Submit a laboratory companion to the first Acceptance Gradation sample for a bituminous extraction, see 3138.2C. Full Depth Reclamation samples are not required.

NOTE 3: The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

* Review the Special Provisions. For granular materials, aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the Special Provisions. Other compaction methods include the "Specified Density Method" (sand cone), "Quality Compaction Method" or "Light Weight Deflectometer Method. See 2211.3.D.2 Compaction. The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

Conversions: 1 ton = 0.55 yd³ (CV), 1 ton = 0.7 yd³ (LV), 1 yd³ (CV) = 1.8 tons.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Samples are not required for less than 500 tons (275 yd³).

GRADING AND BASE CONSTRUCTION ITEMS 3 of 3

Guidelines for Required Crushing & Aggregate Quality Tests

	3149 Granular Materials	3138 Aggregate for Surface and Base	3136 Drainable Bases
Crushing	Yes , for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources.	Yes , for Class 5, 5Q & 6. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources. Class 2 must contain 100% crushed quarry rock.	Yes. Not required for quarried sources.
Bitumen Content	Yes , if it contains Bitumen	Yes , if it contains Bitumen	Not applicable
LAR	Not applicable	Yes , if source is carbonate quarry and does not contain bitumen.	Yes
Insoluble Residue	Yes , if source is carbonate quarry and does not contain bitumen.	Yes , if source is carbonate quarry and does not contain bitumen.	Yes , if source is carbonate quarry.
Litho Exam & Shale Float Test	Yes , for Medium Filter Aggregate	Yes , for Class 3, 4, 5, 5Q & 6, when not from quarried rock, and does not contain bitumen.	Yes , when not from a quarried source.

[Click here for testing procedures in the Grading & Base Manual.](#)

[Forms and worksheets at the Grading & Base Website.](#)

[Gradation worksheets at the SALT Construction Website](#)

CERTIFIED READY-MIX CONCRETE, 1 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Material Spec.	Test Type (Concrete Manual)	Producer QC Testing Rates	Engineer Testing Rates (1) Verification-companion to QC			Form			
bridge 2406.2 2411.2 2461.2 2461.3 general 2301** 2452.2 2461.2 2461.3 2506.2 2511.2 2514.2 2520.2 2521.2 2531.2 2533.2 2545.2 2554.2 2557.2 2564.2 2565.2	Concrete Plant Production Testing Rates *	Gradation (5-694.145) (5-694.148)	Coarse & Fine: When over 20 yd3 per week, 1 per week or 1 per 400 yd3, whichever is greater. <u>Bridge Deck Concrete</u> must have passing gradations prior to mixing.		Coarse & Fine: 1 per week		21763 Concrete Agg. Work sheet 2449 Weekly Concrete Agg. Report 24143 Weekly Certified R-M Plant Report		
		Moisture Content (5-694.142)	1 every 4 hours		None				
		Aggregate Quality (5-694.146)	Engineer Testing Rates: Minimum of 1 per project per each fraction - use of MnDOT test results for the same 30 day time period is acceptable. <u>For bridge concrete:</u> 1 test each fraction per month. <u>For all bridge deck concrete poured during the month:</u> Test monthly quality to 3137.2D2 for each coarse aggregate fraction. Designate 3137.2D2 on the sample card. Gradation results will be included with the monthly quality tests.						
		Coarse Aggregate (% Passing 200) (5-694.146)							
		Minimum Aggregate Sample Size *companion required, double sample size							
		Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg			
		3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.			
		3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.			
		#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.			
		CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-			
		Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-			
		Concrete Field Testing Rates	<u>Sampling Locations for Air, Slump, Temperature and Cylinder Testing</u> (1) First load each day per mix - Take sample after discharging approximately 1/4 yd3, stop further discharge until both slump and air content test are completed. The first load of concrete must have passing air content and slump prior to placement . Cast strength specimens from the same load as the air content and slump test. Test whenever adjustments are made to the mix. (2) Subsequent tests - Sample from the middle portion of the load.					2448 Weekly Concrete Report	
			Test Type	Engineer Testing Rates (1)					
Air Content - Type 3 Concrete (5-694.541)	1 test per 200 yd3. <u>For Bridge Concrete:</u> 1 test per 100 yd3. Test first load each day per mix. Test when adjustments are made to the mix.								
Slump (5-694.531)	1 test per 200 yd3. <u>For Bridge Concrete:</u> 1 test per 100 yd3. Test first load each day per mix, or as necessary to verify passing slump. Not required for slip form placement.								
Air and Concrete Temperature (5-694.550)	Record temperature each time air content, slump or compressive strength specimen is performed/fabricated.								

(1) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CERTIFIED READY-MIX CONCRETE, 2 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Spec.		Test Type	Engineer Testing Rates (1)	Form
See page 1 of 2	Concrete Field Testing Rates	Compressive Strength (5-694.511) Standard cylinder size is 4 x 8, use 6 x 12 with aggregate greater than 1 1/4".	General Concrete Grades F, G, M, P, and R: 1 set of 3 cylinders per 300 yd3.	2409 Concrete Cylinder
			Bridge Concrete Grades B, S, and Y: 1 set of 3 cylinders per 100 yd3, then 1 set of 3 cylinders per 300 yd3	
			Agency will break 1 set of 3 cylinders at 28 days. Agency will cast up to 3 control cylinders, any additional control cylinders are the responsibility of the Contractor.	
			Cellular Concrete: 1 set of 4 cylinders (28 days) per day, fill in 2 equal lifts, <i>do not rod</i> , lightly tap the sides, cover and move to area with no vibration. Do not disturb for 24 hours.	
				Concrete Pavement Thickness **
		Flexural Strength	Producer: 1 beam (28 day) per day. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.	2162 Concrete Test Beam Data
		Concrete Pavement Texture	Producer: 1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. The Contractor supplies all materials necessary to perform the required testing.	MIT SCAN T2 Report

(1) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

**Concrete Pavement: Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

The testing rates shown in the SMC - LGA are minimums. Take as many tests as necessary to ensure quality concrete. It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete. If any field test fails, reject the concrete or if the Producer makes adjustments to the load to meet requirements, record the adjustments on the Certificate of Compliance and Weekly Concrete Report. Retest the load and record the adjusted test results. Make sure the next load is tested, before it gets into the work. If batching adjustments are made at the plant, test the adjusted load, before it gets into the work. Continue to test the concrete when test results are inconsistent or marginal. Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, use either the MN/DOT Standard Specifications for Construction or the Schedule of Price Reductions for Concrete to address penalties. It is recommended that the Agency representative continually monitor the progress of all concrete pours. (It is not a recommended practice to only perform minimum testing requirements and leave the project.)

Concrete Plant and Field Materials

All materials must come from certified or qualified sources. All certified source must state so on the delivery invoices. The most current list of certified/approved sources can be found at MnDOT Material Website. Materials listed on the Approved Products List do not have to be sampled and need to be listed on the Material Acceptance Summary detailed in the SALT SMC. Samples can be submitted as directed by the Engineer.

	Material	Spec. No.	Minimum Required Field Sampling Rate	Form No.
Concrete Plant Batching Materials	Portland Cement	3101	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. For certified ready-mix and concrete paving sample rates: 1 sample when the plant is certified. Take additional samples at 6 months if producing Agency concrete, if the plant changes sources or as the contract requires. The producer obtains a 5 lb. sample and stores the sample in a sealed container provided by the Agency and includes the suppliers delivery invoice from which the sample is obtained.	24300 ID Card Cement Samples
	Slag	3102		
	Blended Cement	3103		
	Fly Ash	3115		24308 Fly Ash
	Admixtures (Accelerationg, Retarding, Water-Reducing, Air- Entraining, etc.)	3113	For all concrete: 1 sample in a 1/2 pint plastic container provided by the Agency when the plant is certified. Take additional samples at 3 months if producing Agency concrete, if the plant changes sources or as the contract requires.	2410 Sample ID Card
	Water	3906	1 sample in a 1 gallon clean glass or plastic container from a questionable source.	
Concrete Field Materials	Preformed Joint Filler	3702	Visual Inspection, sample size 2 sq.ft.	2410 Sample ID Card
	Preformed Elastomeric Type	3721	1 per lot. Only materials from a qualified sources. Link to Approved Products List.	
	Silicone Joint Sealer	3722		
	Hot Poured Elastomeric Type	3723 3725		
	Burlap	3751	Visual Inspection	
	Paper	3752	Visual Inspection - Must be white opaque.	
	Membrane Curing Compound	3754 3754AMS 3755	Visual Inspection - Use only pre-approved curing compounds.	
	Plastic	3756	Visual Inspection - Must be white opaque and free from holes.	
Refer to the "Metals" schedule for sampling requirements for concrete reinforcement.				

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

2301 CONCRETE PAVEMENT - AGENCY 1 of 2 *

Test Type (concrete manual)	Spec.	Concrete Paving Batch Plant Agency Testing	Certified Ready-Mix Plant Agency Testing	Form
Gradation (1) (5-694.145) (5-694.148)	3126 3137	Test the first 4 QA samples of production each time the Contractor mobilizes the plant in a calendar year or changes aggregate sources.		21764 Agg Work sheet
		1 per day randomly thereafter.	1 per 1000 yd ³ or 1 per week whichever is higher, randomly.	
Aggregate Moisture - QC Verification (2) (5-694.142)	3126 3137	If w/c incentives apply: 1 per 1000 yd ³ or every 4 hours, whichever is greater. Take initial sample within the first 250 yd ³ .	If w/c incentives apply: 1 per 200 yd ³ or every 4 hours, whichever is greater. Take initial sample within the first 100 yd ³ .	Concrete W/C Ratio Work sheet
Water Content, Microwave Oven Verification (3) (5-694.532)	Concrete Manual	Take initial sample within the first 250 yd ³ . At least one additional verification test should be taken if more than 1000 yd ³ is produced in a day.	Take initial sample within the first 100 yd ³ . At least one additional verification test should be taken if more than 400 yd ³ is produced in a day.	
Coarse Aggregate, -200 sieve (5-694.146)	3137	1 randomly selected sample on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per week randomly thereafter. -200 test may be performed at the lab instead at the plant at the discretion of the Engineer.		21764 Agg Work sheet
Coarse and Fine Aggregate Quality (4)	3126 3137	During concrete production: 1 randomly selected test each fraction every 20,000 yd ³ of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the producer/contractor. 2) Test the -200 on the coarse aggregate at the plant the day it was sampled. 3) Submit the remaining sample to the lab for quality testing including testing the -200 sieve on the coarse aggregate.		2410 Sample ID Card
Alkali Silica Reactivity (ASR) Testing	2301	1 per paving project per sand source. Provide one 5 lb. sample of: cement, supplementary cementitious material (fly ash or slag), and sand. Write "Project Specific ASR Testing" on all 3 sample cards. ASR Testing is not required if the entire project is less than 3,500 cubic yards.		2410 24300 24308
Coarse Aggregate Quality Testing of Incentive / Disincentive	3137	If coarse aggregate quality incentives apply: Test the Class B aggregates for % absorption and Class C aggregates for % carbonate including any other test necessary to make those determinations. Sample the 2 largest fractions in accordance with the following table and 2301:		Coarse Agg Quality Incent / Disincent Work sheet
		Coarse Aggregate Quality Incentive/Disincentive Sampling Rates		
		Plan Concrete Cubic Yards	Samples per fraction	
		3,500 - 7,500	3	
		7,501 - 10,000	5	
		10,001 - 25,000	10	
		25,001 - 50,000	15	
50,001 +	20			

*Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly. Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

2301 CONCRETE PAVEMENT - AGENCY 2 of 2

Test Type	Spec.	Concrete Field Testing - Agency	Form
Air Content before consolidation for Type 3 concrete	Review Concrete Manual Website	1 correlation air test per day	2448 Weekly Concrete Report
Air Content after consolidation for Type 3 concrete		1 air test per day	
Slump		For fixed form placement: 1 slump test per day. For slip form placement: No slump testing required.	
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	
Flexural Strength		Supply beam boxes, cure, and test beams. MnDOT standard beam box size is 6" x 6" x 20" unless other sizes or types are approved by the Concrete Engineer.	2162 Test Beam Data
Concrete Pavement Texture		Determine texture testing locations using random numbers.	Probing, Coring, Texture and MIT-Scan T2 Report
Thickness		Determine probing and coring locations using random numbers. Initial pavement at core locations and re-initial the sides of specimens after coring to clearly verify their authenticity.	Concrete Profile Summary Work Sheet
Surface Smoothness			None

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

NOTE (1): All gradation samples shall be taken in the presence of the Agency, unless otherwise authorized by the Engineer. All samples shall be taken off the belt leading to the weigh hopper unless otherwise approved by the Engineer. All gradations and quality tests require companion samples. If Coarse Aggregate Quality Incentive / Disincentives apply: The Agency may also use the QA samples for incentive / disincentive testing. Notify the producer to double the QC/QA sample size. **If well-graded aggregate incentives apply:** Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing. Use the Well-graded Concrete Agg Worksheet.

NOTE (2): If w/c incentives apply: Use aggregate moisture results for determining the water content to calculate the w/c incentive / disincentive. Use the Concrete W/C Ratio Calculation Worksheet and do not leave sample unattended.

NOTE(3): If w/c incentives apply: Microwave oven verification testing to verify the w/c ratio is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

NOTE (4): Prior to concrete production: Obtain pre-production samples for quality testing at least 16 hours prior to concrete production. Samples may be taken from the stockpile and -200 test may be performed at the lab instead at the plant at the discretion of the Engineer. If the entire project is <3,500 yd³, pre-production sampling is not required.

Minimum Aggregate Sample Size *companion required, double sample size				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 1 of 2*

Test Type (concrete manual)	Spec.	Concrete Paving Batch Plant Production Testing	Certified Ready-Mix Plant Production Testing	
Gradation (1) (5-694.145) (5-694.148)	3126 3137	When over 250 yd ³ produced per day: 1 per 1500 yd ³ , or completed 1 per 1/2 day, whichever is the higher sampling rate.	When over 20 yd ³ produced per day: 1 per 400 yd ³ , or completed every 4 hours, whichever is the higher sampling rate.	
Coarse Aggregate -200 sieve (5-694.146)	3137	Test the first sample then at least 1 of the next 3 samples on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per day randomly thereafter. Test these samples at the plant.		
Aggregate Moisture QC Verification (2) (5-694.142)	3126 3137	If w/c incentives do not apply: 1 per 1000 yd ³ , or 1 completed every 4 hours, whichever is the higher sampling rate.	If w/c incentives do not apply: 1 completed every 4 hours.	
Water Content, Microwave Oven Verification	Review Concrete Manual	If w/c incentives apply: Obtain the plastic concrete sample at the plant. See Concrete Manual (5-694.532)		
Unit Weight QC		Test one load of concrete per day at the plant. See Concrete Manual (5-694.542)		
Air Content QC (5-694.541)		Test the first load of concrete at the plant		
Coarse and Fine Aggregate Quality	3126 3137	Prior to concrete production: Test the Agency's pre-production sample at the Contractor's discretion. During concrete production: Test the -200 on the quality companion sample the day it was sampled. All other testing is at the Contractor's discretion.		
Coarse Aggregate Quality Testing for Incentive / Disincentive	3137	Test at the Contractor's discretion.		
Minimum Aggregate Sample Size *companion required, double sample size				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

* Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

NOTE (1): Performing testing on representative material at the end of the most recent day of production is allowed. If well-graded aggregate incentives apply: Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing.

NOTE (2): Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 2 of 2

Test Type	Spec.	Concrete Field Testing - Contractor
Air Content before consolidation for Type 3 concrete	Review Concrete Manual Website	1 per 300 yd ³ or 1 per hour, whichever is less. Test first load each day per mix.
Air Content after consolidation for Type 3 concrete		Test 1 air content per 1/2 day of slip form paving to establish an air loss correction factor (ACF). See Special Provisions for additional information.
Slump		For fixed form placement: 1 per 300 yd ³ and as directed by the Engineer. Test first load each day per mix. For slip form placement: No slump testing required
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.
Flexural Strength		1 beam (28 day) per day. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.
Concrete Pavement Texture		1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. All adjoining lanes shall be tested at the same location if paved at the same time. The Contractor supplies all materials necessary to perform the required testing.
Thickness		The Contractor drills concrete cores at locations determined by the Agency. The Contractor probes the plastic concrete at locations determined by the Agency.
Surface Smoothness		Contractor provides MnDOT certified inertial profiler results for the entire project as required by the contract. Check for current certification.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

2404 CONCRETE WEARING COURSE FOR BRIDGES

Test Type (concrete manual)	Spec.	Contractor Testing	Agency Testing	Form
Gradation, Quality, Coarse Agg -200 QC/Verification (5-694.145) (5-694.146) (5-694.148)	3126 3137	Prior to production, provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test Agency companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification) (5-694.541)	Review Concrete Manual Website	None	1 per 15 yd ³ , Test at beginning of pour each day.	Weekly Report of Low Slump Concrete
Slump (Verification) (5-694.531)		None	1 per 15 yd ³ , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength (5-694.511)		None	1 cylinder (28 day) per 30 yd ³	2409 Cyl. ID Card

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	6 lb. for # 7	1.1 lb. Sand
Quality	50 lb. for Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CONCRETE PAVEMENT REPAIR - CPR for 3U18

Test Type	Spec.	Contractor Testing	Agency Testing	Forms
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples at Contractor's discretion.	Gradation: 1 per aggregate fraction prior to production and each time aggregate is delivered to the site. Quality Testing & Coarse Agg - 200: 1 test per aggregate fraction per source. The Agency may use the gradation results for the Quality Samples as a substitute for 1 required field gradation.	2410 Sample ID Card
Air Content - Type 3 Concrete	Review Concrete Manual Website	None	1 per 15 yd ³ , Test at beginning of pour each day.	21412 Weekly Report of Low Slump Concrete
Slump		None	1 per 15 yd ³ , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength		None	1 cylinder (28 day) per 30 yd ³	2409 Cyl. ID Card

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

DOWEL BAR RETROFIT - DBR

Test Type	Spec.	Contractor Testing	Agency Testing	Form
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card

Test Type	Spec.	Agency Testing		Form
DBR Material Compressive Strength	Review Concrete Manual	Contractor Testing: None		2409 Cylinder ID Card
		Agency Testing: During the pre-production test operations: 1 set of 3 cylinders tested at a rate as directed by the Engineer. Testing may need to be repeated if any problems with the dowel bar retrofit material are encountered. First day of production: 1 set of 3 cylinders at a rate directed by the Concrete Engineer. After the first day of production: 1 cylinder per day during production tested at a rate determined by the Engineer to determine traffic strength.		

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	1.1 lb. for # 89 & Sand	
Quality	50 lb. Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec. #	Min. Required Acceptance Testing (Field Testing Rate)
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer
Plant Stock & Landscape Materials	3861 and 2571.2A1	Materials must be in accordance with the Inspection and Contract Administration Guidelines for MnDOT Landscape Projects of which determines the minimum and maximum criteria thresholds. Certificate of Compliance, Nursery stock certificate registered with Mn Dept. of Agriculture. Out of state products subject to pest quarantines must be accompanied by documentation certifying all products are free of regulated pests.
Erosion Control Blanket	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
Erosion Control Netting	3885	
Silt Fence	3886	
Erosion Stabilization Mat	3885	
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.
Filter Logs	3897	Visual Inspection
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS
Fertilizer	3881	Obtain copy of invoice of blended material stating analysis.
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
Mulch - Type 3	3882	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Mulch - Type 6 - Woodchips		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Sod	3878	Visual Inspection - Check approved products list - As directed by the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.
Compost (from Certified Source)	3890	
Compost (from Non- Certified Source)		
Hydraulic Soil Stabilizer	3884	Check Approved/Qualified Products List - As directed by the Engineer.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CHEMICAL ITEMS

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Asphalt Plank	3204	Visual Inspection - As directed by the Engineer.
Calcium Chloride	3911	Review the percentage required as per specification. Check for listing on Qualified Products website.
Magnesium Chloride	3912	
Hot-Pour Crack Sealant (for Crack Sealing/Filling)	3719 3723 3725	Retain Certification of Compliance. Check for listing on Qualified Products website.
Pavement Joint Adhesive	Special Provisions	Retain Certification of Compliance
Waterproofing Materials		
Membrane Waterproofing System	3757	Visual Inspection - Check qualified products list.
Waterproofing Materials - Three Ply System		
Asphalt Primer	3165	Verify supplied material meets ASTM D 41
Waterproofing Asphalt	3166	Verify supplied material meets ASTM D 449
Fabric	3201	Verify supplied material meets ASTM D 41
Paints		
Waterborne Latex - Traffic Paint	3591	Visual Inspection - Check qualified products list - retain Certificate of Compliance.
Epoxy Traffic Paint	3590	
Traffic Marking Paint	Special Provisions	
Non-Traffic Striping Paints	3500 Series	Retain Certification of Compliance
Bridge Structural Steel Paint	3520	Visual Inspection - Check approved products list - retain Certificate of Compliance.
Exterior Masonry Paint	3584	
Noise Wall Stain	Special Provisions	
Drop-on Glass Beads	3592	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Pavement Marking Tape	3354	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
	3355	
	Special Provisions	
Signs and Markers	3352	Visual Inspection - Check qualified products list.

Metals 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*
Guard Rail		
Fittings - Splicers, Bolts, Posts etc.	3381	Visual Inspection - Materials shall be approved before use. Call MnDOT inspector at 218-846-3613 to see if material has been approved.
Structural Plate Beam	3382	
Non-High Tension Guard Rail Cable	3381	
High Tension Guard Rail Cable	Special Provisions	
Steel Posts		
Steel Sign Posts	3401	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance in Project file.
Fence Posts, Brace Bars, Rails and others	3403	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance and certified mill analysis in project file.
	3406	
	3379	
Fence		
Barbed Wire	3376	Visual Inspection Retain Certification of Compliance, As directed by the Engineer.
Woven Wire		
Chain Link Fabric		
Components: cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp & tension wire		
Gates		
Pipe		
Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions	Visual Inspection - As directed by the Engineer.
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.		
Uncoated Bars	3301	Retain Certificate of Compliance & Certified Mill Analysis
Epoxy Coated Bars	3301	For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, & it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples (1 bar 3ft long for each size for each day's coating production), Certificate of Compliance, & Certified Mill Analysis for testing. Maintain original Cert. of Compliance & Certified Mill Analysis in project file.
Spirals	3305	
Stainless Steel Bars	Special Provisions	Visual Inspection Testing as directed by the Engineer (2 bars 3 ft. long per heat per bar size). Certified Mill Test Reports to be filed.

Metals 2 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*	
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.			
Steel Fabric	3303	2 sq ft if epoxy coated.	
Dowel Bars	3302	One dowel bar and basket from each shipment.	
Prestress/Post Tension Strands	3348 Spec.Prov.	One sample of 2 strands by 6 ft from each heat/production lot.	
Castings			
<u>Drainage Castings</u>	3321	Visual Inspection - Check approved / qualified list.	
	2471		
<u>Electrical</u>	2565		
Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection - Check approved / qualified list. Testing as directed by the Engineer, (see Notes below)	
<p>Notes: Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.</p>			
<u>Anchorage (Drilled In)</u>	Special Provisions	Visual Inspection - Check qualified products list.	
<u>Structural Steel</u>	Inspected by MnDOT & will be charged back to the Local Agency.		
Steel Bridge - Beams, Girders, Diaphragms, etc.	2471	Structural Metals Inspection Tag and field inspection for damage/defects, check dimensions for contract compliance. Review approved products list as directed by the Engineer. Note: Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/	
Concrete Girders-Diaphragms and sole plates			
Expansion Joints			
Steel Bearings			
Railing-Structural tube and ornamental			
Drainage Systems			
Protection Angles			
Overhead Sign structures	2564 2471		
High Mast Lighting Structures	2545 2471		
Monotube Signal Structures	2565 2471		

* Check domestic steel requirement under 1601 Special Provision.

Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Corrugated Metal Products		
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.
Structural Plate	3231	
Aluminum Structural Plate	3233	Retain the Certificate of Compliance and certified mill analysis in project file.
Pipe		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.
Non-Reinforced Concrete Pipe	3253	
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe - Dual Wall 12"-48"	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.
Precast/Prestressed Concrete Structures - Inspected by MnDOT & will be charged back to the Local Agency.		
Reinforced Precast Box Culvert	3238	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	
Manholes and Catch Basins (Construction)	2506 3622	
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.
Preformed Plastic Sealer for Pipe	3726 Type b	Visual Inspection - Acceptance as directed by the Engineer.
Bituminous Mastic Joint Sealer for Pipe	3728	
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.
Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List available at http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf
Geotextile Small Quantity Acceptance List		
Silt Fence	3886	Visual Inspection - Check approved products list.

ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Lighting Standards (Aluminum or Steel)	3811	Visual Inspection - Obtain Certificate of Compliance. The Fabricator will submit "Certificate of Compliance", on a per project basis, to the Project Engineer.
<u>Hand Holes (Precast, PVC, and LLDPE)</u>	2545	Visual Inspection - Check approved/qualified products list. Traffic signal and street lighting projects require hand holes to be listed on the Mn/DOT Signals Approved Products List (APL). For cast iron frame and cover: see Metals - Drainage and Electrical Castings
	2550	
	2565	
Foundation	2545	Slump as needed, 1 cylinder per 25 cu.yds. Rebar is required in concrete foundations as specified in the Contract documents for all traffic control signals and roadway lighting projects.
Steel Screw In Foundations	2545 2565	See Approved/Qualified Products List for Roadway Lighting and Signals.
Conduit and Fittings		
Metallic	3801	Visual Inspection - Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). For traffic signal and street lighting projects, specific requirements are contained in the Special Provisions for each project.
	3802	
Non-Metallic (Rigid and HDPE)	3803	
	Special Provisions	
Anchor Rods and Bolts (Cast in Place)	3385	Visual Inspection - Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.
<u>Anchorage (Drilled In)</u>	Special Provision	Visual Inspection - Check qualified products list.
<u>Miscellaneous Hardware</u>	2545 2565	Visual Inspection - Check approved products list. Will carry "Inspected" tag if sampled and tested prior to shipment. No sample necessary if "Inspected". Do not use if not tested. Field sample at sampling rate for laboratory testing. For traffic signal and street light lighting projects, various miscellaneous hardware is required to be listed on the Mn/DOT Signals and Lighting Approved Products Lists (APL). The Contract documents indicate, which items must be on the Signals and/or Lighting APL.
Cable and Conductors		
Power Conductors	3815.2B1	Visual Inspection - Make certain the conductors are the type specified. Submit Field Inspection report showing type and quantities used. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type where applicable.
Loop Detector Conductors (No Tubing)	3815.2B2 (a)	

ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 2 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Electrical Cables and Single Conductors with Jacket	3815.2B2(b) 3815.2B3	Visual Inspection - Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material certification from manufacturer. Do not use if not tested. Pre-inspected materials will not be tagged; an inspection report will be sent by the Mn/DOT inspector for each shipment. Project inspectors should verify that the shipping documents agree with this inspection report. Call Steve Grover at 651-366-5540 or Cindy Schellack at 651-366-5543 with questions. For traffic signal and street lighting projects, the Special Provisions for each project contain electrical cable and conductor specifications.
	3815.2B5	
	3815.2C1 thru .2C8	
	3815.2C14	
	Special Provisions	
Fiber Optic Cables	3815.2C13	Visual Inspection - Check approved products list for Traffic Management Systems.
Ground Rods	2545	Visual Inspection - Check approved products list. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). Detail materials on Materials Acceptance Summary.
	2565	
Luminaires and Lamps	3810	Visual Inspection - Check approved products list. Traffic signal and street lighting projects require luminaires and lamps to be listed on the Mn/DOT Lighting Approved/Qualified Products List (APL). The conductors shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type, where applicable.
Electrical Systems	2565	Electrical Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.
Traffic Signal Systems	2565	Traffic Signal Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.

Brick, Stone and Masonry Units

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Brick		
Sewer (clay) and Building	3612 to 3615	Visual Inspection - Acceptance as directed by the Engineer.
Sewer (Concrete)	3616	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
Concrete Masonry Units		
Sewer Construction	3621	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
<u>Modular Block Retaining Walls</u>	Review Current Special Provisions	Visual Inspection - Note: All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements. * Wall units and cap units are considered separate block types.
Reinforced Concrete Cribbing	3661	Visual Inspection - Acceptance as directed by the Engineer. Will be stamped when inspected prior to shipment.
Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection - Acceptance as directed by the Engineer.
REMARKS: Each source shall be approved by Project Engineer or Supervisor for quality, prior to use. For questions on quality, contact District Materials or Geology Unit.		

Miscellaneous Materials

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection - Acceptance as directed by the Engineer. Untreated materials shall be inspected in the field. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.
Miscellaneous pieces and Hardware (Galvanized)	3392 3394	Visual Inspection - Acceptance as directed by the Engineer.
Insulation Board	3760	
Elastomeric Bearing Pads - Plain or Laminated	3741 and Special Provisions	Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance. DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.
Cotton Duck Bearing Pads		

Approved/Qualified Products

[Asphalt Products](#)

[Roadside Safety Hardware](#)

[Bridge Products](#)

[Roadway Lighting Products](#)

[Concrete Products](#)

[Traffic Control Signals Products](#)

[Crack & Joint Materials Products](#)

[Signing Products](#)

[Truncated Domes](#)

[Snow and Ice Chemical Products](#)

[Drainage](#)

[Temporary Traffic Control Devices](#)

[Erosion Control and Landscaping Products](#)

[Traffic Management Systems/ITS](#)

[Geosynthetics](#)

[Vehicle Safety Lighting](#)

[Maintenance Shop Supplies](#)

[Walls \(Retaining/Noise\)](#)

[Paint/Stain/Coating Systems \(Non-Pavement\) Products](#)

SALT Construction Website - Additional Resources

[Bituminous Engineering](#)

[Asphalt Binder Certified Supplier](#)

[Asphalt Emulsion Certified Supplier](#)

[Concrete Engineering](#)

[MnDOT Concrete Manual](#)

[QC & QA RM Plant Workbooks](#)

[MnDOT Certified Ready-Mix Program](#)

[Grading & Base Engineering](#)

[Testing procedures in the Grading & Base Manual.](#)

[Forms and worksheets at the Grading & Base Website.](#)

[Gradation worksheets at the SALT Construction Website](#)

SALT SMC - LGA Contacts

Districts 1, 2, 3, 4

Ron Bumann - State Aid Construction Practices Specialist

ronald.bumann@state.mn.us

218-725-2811

Districts 6, 7, 8

Mitch Bartelt - State Aid Construction Engineer

mitch.bartelt@state.mn.us

651-366-3832

Metro

Elisa Bottos - State Aid Construction Engineer

elisa.bottos@state.mn.us

651-234-7766

Jim Deeny - State Aid Construction Liaison

james.deeny@state.mn.us

651-234-7762

Telephone Index for MnDOT Specialty Offices

Grading & Base

Terry Beaudry	(651) 366-5456
John Bormann	(651) 366-5496
Melissa Cole	(651) 366-5432

[Website: www.dot.state.mn.us/materials/gradingandbase.html](http://www.dot.state.mn.us/materials/gradingandbase.html)

Bituminous

John Garrity	(651) 366-5577
Asphalt Binder	
Jim McGraw	(651) 366-5548
Jason Szondy	(651) 366-5549

Bituminous Specialty Items

Terry Beaudry	(651) 366-5456
Greg Schneider	(651) 366-5403
Melissa Cole	(651) 366-5432
Tom Wood	(651) 366-5573

[Website: www.dot.state.mn.us/materials/bituminous.html](http://www.dot.state.mn.us/materials/bituminous.html)

Concrete

Concrete – Aggregates and Mix Design	
Concrete – Certified Ready Mix Concrete	
Wendy Garr	(651) 366-5423
Concrete – Paving	(651) 366-5576
Rob Golish	
Concrete – Bridges	(651) 366-5575
Ron Mulvaney	
Concrete – Pavement Rehabilitation	
Gordy Bruhn	(651) 366-5523

[Website: www.dot.state.mn.us/materials/concrete.html](http://www.dot.state.mn.us/materials/concrete.html)

Landscaping and Erosion Control Items

Erosion Control	(651) 366-3607
Lori Belz	
Landscaping	(651) 366-4612
Scott Bradley	
Wood Chips	(651) 366-3619
Tina Markeson	

Chemical Items

Allen Gallistell	(651) 366-5545
Dave Iverson	(651) 366-5550

Metallic Materials and Metal Products Sampling

Steve Grover	(651) 366-5540
Laboratory - Test Results	(651) 366-5560
Bridge Structural Metals	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568

Miscellaneous Materials

Steve Grover	(651) 366-5540
Bearing Pads	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568
Laboratory - Test Results	(651) 366-5560

Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete

Steve Grover	(651) 366-5540
Rich Lamb	(651) 366-5595
Randy Tilseth	(651) 366-5451
Laboratory - Test Results	(651) 366-5560

Brick, Stone and Masonry Units/Modular Retaining Wall Blocks

Steve Grover	(651) 366-5540
Blake Nelson	(651) 366-5599
Laboratory - Test Results	(651) 366-5561

Electrical & Signal

Susan Zarlring	(651) 234-7052
Steve Grover	(651) 366-5540
Wendy Garr - Concrete	(651) 366-5423
Laboratory - Test Results	(651) 366-5560

Materials Lab. Contacts

Independent Assurance

<p>District 1, Duluth Leila DeLuca, Linda Pearson, 218-725-2738 Fax 218-725-2814</p>	<p>Nadine Miller (218) 725-2737 Cell (218) 348-6297</p>
<p>District 2, Bemidji Jeff Long, 218-755-6544 Jason Kisseo, 218-755-6542 Fax 218-755-6540</p>	<p>Thomas Lloyd (218) 755-6545 Cell (218) 766-6949</p>
<p>District 3A, Baxter Tom Boser, 218-828-5755 Fax 218-828-5816</p>	<p>- (218) 828-5753 Cell (218) 232-6748</p>
<p>District 3B, Saint Cloud Teresa Mertens, 320-223-6555 Fax 320-223-6582</p>	<p>Teresa Mertens, 320-223-6555 Cell (320) 493-3559</p>
<p>District 4, Detroit Lakes Brad Hanson, 218-846-3616 Bruce Bryngelson, 218-846-3614 Wayne Koons, 218-846-3617 Fax 218-846-0744</p>	<p>David Brunner Dist. 4 Mat'ls (218) 846-3613 Cell (218) 849-7393 Sandy Kay Wollschlager 4B Mat'ls (320) 589-7300 Cell (320) 815-6660</p>
<p>Metro District, Maplewood Lab Mike Evans, 651-366-5409 Fax 651-366-5408</p>	<p>Waters Edge Mat'ls (651) 234-7356 East Steve Reinardy (651) 755-1581 Mike Sroga (651) 775-0997 West Greg Bohmert (651) 775-1005 Dave Wilkerling (651) 775-1042</p>
<p>District 6, Rochester Ken DeCramer, 507-286-7580 Ken Pickett, 507-286-7586 Brad Horn, 507-286-7535 Fax 507-285-7112</p>	<p>Brandon Weick (507) 286-7584 Cell (507) 251-0138</p>
<p>District 7, Mankato Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191</p>	<p>Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248</p>
<p>District 8A, Willmar Jay Jorgensen, 320-214-6345 Fax 320-214-6306 District 8B, Marshall Mark DeAustin, 507-537-2068 Fax 507-537-3802</p>	<p>Jon Vlaminck (320) 214-6348 Cell (320) 894-7409</p>

Lbs

Bituminous	35	Aggregate for Gradation QC/QA
	80	for each plus #4 Aggregate Type for Quality Testing
	35	for each minus #4 Aggregate Type for Quality Testing
	80	for each RAP material for Quality Testing
	10	RAS (shingles) for Processsed Gradation and Quality Testing
	65	for Mix Properties (QC/QA) 3 full 6" by 12" cylinder molds for QA
	90	for TSR (QC/QA) 4 full 6" by 12" cylinder molds for QA
	90	for Aggregate Specific Gravity QC/QA
	-	1 quart of Asphalt Binder QA
	-	1/2 gallon for Asphalt Emulsion QA
Grading & Base	30	Aggregate for Gradation (Companion sample from 60 lb split).
	25	Moisture Density Test - Proctor (Companion from 50 lb split).
	30	Aggregate Quality/Percent Crushing Test - 1 per source
Ready-Mix Concrete	25	Gradation 3/4" plus
	10	Gradation 3/4" minus
	6	Gradation CA 70 & #7
	1	Gradation - Sand (500 g), CA 80, #89.
	4.4	Moisture Test Coarse Aggregate (2000 g)
	1.1	Moisture Test Fine Aggregate (500 g)
	50	Quality 3/4" plus - lab sample
	30	Quality 3/4" minus - lab sample
	30	Fine Aggregate - lab sample
	10	3/4" Plus for the -200 Coarse Aggregate Test (5000 grams)
	6	3/4" Minus for the -200 Coarse Aggregate Test (2500 grams)
	5	Cement, Blended Cement, Fly Ash
	-	1/2 pint plastic container for admixtures.