



CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: 2017 Michigan Street Utility Reconstruction from
1st Ave. West to 3rd Ave. West

BID NUMBER: 2017-0245

BID OPENING: THURSDAY, MARCH 16TH AT 2:00 PM

PROJECT DESCRIPTION: The project will construct concrete power duct bank, 20-inch HDPE water main, and 6" MDPE gas main between 1st Ave West and 3rd Ave West. The project will construct concrete pavement between Lake Avenue and 3rd Ave West. A temporary water service system is required.

PRE-BID/WALK-THROUGH: A non-mandatory pre-bid meeting will be conducted on Tuesday, March 7th at 10:00 A.M. in City Hall Conference Room 106A, 411 West 1st Street, Duluth MN 55802. All interested bidders are encouraged to attend.

QUESTIONS: Please submit any questions regarding this project via e-mail or phone to Howard Smith, Senior Engineer at hsmith@duluthmn.gov or (218) 730-5092. Responses will be provided to all interested bidders as an addendum to this solicitation.

Each bidder must review the 2017 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, and Blue Book Construction Network.

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. 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

A handwritten signature in black ink, appearing to read 'Amanda Ashbach', written in a cursive style.

Amanda Ashbach
Purchasing Agent

BID FORM

ITEM	PRICE
Refer to EXHIBIT A - Schedule of Prices (must be returned with Bid)	\$
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

Bid # 2017-0245

Project # 1601

2017 Michigan Street Utility Reconstruction from 1st Avenue West to 3rd Avenue West

Item No.	Spec. No.	Description		Unit	Est. Qty	Unit Price	Total Price
1	2021.501	MOBILIZATION		LUMP SUM	1		
2	2104.501	REMOVE CURB & GUTTER		LIN FT	632		
3	2104.501	REMOVE GAS MAIN		LIN FT	923		
4	2104.501	REMOVE WATER MAIN	(P)	LIN FT	895		
5	2104.503	REMOVE SIDEWALK		SQ FT	622		
6	2104.505	REMOVE BITUMINOUS PAVEMENT	(P)	SQ YD	75		
7	2104.505	REMOVE CONCRETE PAVEMENT	(P)	SQ YD	2,228		
8	2104.509	REMOVE HYDRANT		EACH	2		
9	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	5,370		
10	2105.501	COMMON EXCAVATION	(P)	CU YD	1,039		
11	2105.503	ROCK EXCAVATION		CU YD	60		
12	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	(P)	CU YD	779		
13	2211.503	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	260		
14	2301.504	CONCRETE PAVEMENT 8.0"	(P)	SQ YD	2,227		
15	2301.538	DOWEL BAR		EACH	1,105		
16	2301.602	DRILL AND GROUT DOWEL BAR (EPOXY COATED)		EACH	210		
17	2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)		EACH	1,037		
18	2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT		LB	2,753		
19	2502.602	HYDRANT ASSEMBLY		EACH	2		
20	2503.603	36" STEEL CASING PIPE		LF	12		
21	2504.601	TEMPORARY WATER SERVICE SYSTEM		LUMP SUM	1		
22	2504.602	RECONNECT WATER SERVICE		EACH	13		
23	2504.602	CONNECT TO EXISTING WATER MAIN		EACH	4		
24	2504.602	INSTALL 20" X 4" ELECTROFUSION BRANCH SADDLE		EACH	2		
25	2504.602	INSTALL 20" X 6" ELECTROFUSION BRANCH SADDLE		EACH	10		
26	2504.602	INSTALL 20" x 8" ELECTROFUSION BRANCH SADDLE		EACH	3		
27	2504.602	12" BUTTERFLY VALVE AND BOX		EACH	1		
28	2504.602	20" BUTTERFLY VALVE AND BOX		EACH	2		
29	2504.602	4" GATE VALVE AND BOX		EACH	2		
30	2504.602	6" GATE VALVE AND BOX		EACH	8		
31	2504.602	8" GATE VALVE AND BOX		EACH	3		
32	2504.602	WATER TRACER BOX		EACH	13		
33	2504.602	VALVE BOX EXTENSION		EACH	4		
34	2504.603	6" HDPE SDR 11 SERVICE PIPE		LIN FT	30		
35	2504.603	8" DIPS HDPE WATER MAIN SDR 11		LIN FT	30		
36	2504.603	20" DIPS HDPE WATER MAIN SDR 11		LIN FT	894		
37	2505.601	6" PE GAS VALVE AND BOX		EACH	2		
38	2505.602	RECONNECT TO EXISTING GAS MAIN		EACH	2		
39	2505.603	GAS SERVICE (1" PE SDR 11.5)		LIN FT	140		
40	2505.603	GAS MAIN (6" PE SDR 11.5)		LIN FT	956		
41	2506.516	CASTING ASSEMBLY		EACH	20		
42	2506.602	ADJUST FRAME AND RING CASTING		EACH	13		
43	2521.501	4" CONCRETE WALK		SQ FT	388		
44	2531.501	CONCRETE CURB AND GUTTER DESIGN B612		LIN FT	632		
45	2531.507	8" DRIVEWAY PAVEMENT		SQ YD	234		
46	2550.602	CONNECT INTO EXISTING ELECTRICAL MANHOLE		EACH	10		
47	2550.602	REPAIR ELECTRICAL MANHOLE - 19		LUMP SUM	1		
48	2550.602	REPAIR ELECTRICAL MANHOLE - 20		LUMP SUM	1		
49	2550.602	REPAIR ELECTRICAL MANHOLE - 21		LUMP SUM	1		
50	2550.602	REPAIR ELECTRICAL MANHOLE - 24		LUMP SUM	1		
51	2550.602	REPAIR ELECTRICAL MANHOLE - 25		LUMP SUM	1		
52	2550.602	REPAIR ELECTRICAL MANHOLE - 26		LUMP SUM	1		
53	2550.602	REPAIR ELECTRICAL MANHOLE - 1281		LUMP SUM	1		
54	2550.603	DUCT BANK	(P)	LIN FT	686		
55	2563.601	TRAFFIC CONTROL		LUMP SUM	1		
56	2573.53	STORM DRAIN INLET PROTECTION		EACH	21		
57	2573.533	SEDIMENT CONTROL LOG TYPE ROCK		LIN FT	50		
59	2582.502	12" SOLID LINE WHITE-EPOXY		LIN FT	15		

Initial: _____

GRAND TOTAL: _____

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

CITY PROJECT NUMBER: 1601 – 2017 MICHIGAN STREET UTILITY RECONSTRUCTION

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

CITY PROJECT NUMBER: 1601 – 2017 MICHIGAN STREET UTILITY RECONSTRUCTION

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

CITY PROJECT NUMBER: 1601 – 2017 MICHIGAN STREET UTILITY RECONSTRUCTION

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	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: 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.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

November 15, 2016
Page 1 of 4

DEPARTMENT OF TRANSPORTATION

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 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
- Fibertech, Inc. 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.

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

November 15, 2016

Page 2 of 4

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
Ace Hydro Seeding, Inc. Crystal VanMuyden 909 Central Avenue North #125 Park Rapids, MN 56470-1290	August 30, 2016 through March 1, 2017
Asphalt Recycling Solutions, Inc. Donald Wesley Johnson 2068 Homestead Ave. Oakdale, MN 55128-5330	May 24, 2016 through November 24, 2016
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
Wide Open Services, LLC Steve Mittelstaedt 6938 Highway 169 Virginia, MN 55792	March 30, 2016 through September 30, 2016
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)
Fibertech, 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)
Glacier, Inc. Joan Niesen 122 Summerfield Drive, PO Box 216 Waverly, MN 55390	May 24, 2016 through November 24, 2016

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

November 15, 2016

Page 3 of 4

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)
Guaranteed Returns Ronald Carlino, Donna Fallon, Dean Volkes 100 Colin Drive Holbrook, NY 11741	December 5, 2014 through December 31, 2099
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)
Hunt's Carpet Service, Inc. ¹ Robert and Joni Hunt 4102 46th Avenue North Robbinsdale, MN 55422	Sept. 15, 2015 through Sept. 15, 2020
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, 2016 (eligible for reinstatement March 11, 2017)
Southwest Paving, Inc. Greg Brakefield 26412 State Highway 29 Deer Creek, MN 56527	March 30, 2016 through March 30, 2017 (eligible for reinstatement March 30, 2018)
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>.

¹ Debarred by Hennepin County from working on any Hennepin County projects as a general contractor or subcontractor at any tier. Minn. Rules Part 1230.1150, subpart 2, item B, subitem (1) provides that any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the (Department of Administration, Materials Management) division under the same terms and limits of the original debarment.

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

November 15, 2016
Page 4 of 4

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.: 1601

Name: 2017 Michigan Street Utility Reconstruction from
1st Avenue West to 3rd Avenue West

City Project Manager: Howard Smith, P.E.

Bid Opening Date: March 16, 2017

This project is funded by:

City of Duluth with Reimbursement from Minnesota Power

The base workweek may be:

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

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

Should a project contain a project labor agreement:

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

City of Duluth funding only:

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

OVERTIME REQUIREMENTS:

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

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

Project Prevailing Wage Decision: U S DOL Heavy General Decision MN170105 Dated 2-3-2017

General Decision Number: MN170105 02/03/2017 MN105

Superseded General Decision Number: MN20160105

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 \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.20 (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 2017. 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	01/06/2017
1	02/03/2017

BOIL0647-004 01/01/2013

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

* CARP0361-020 05/01/2016

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 34.57	18.16

* CARP0361-021 05/01/2016

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 34.57	18.16

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 05/29/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.92	25.05

ELEC0294-006 05/29/2016

ST. LOUIS (North part bounded on the south by the south line of

Ellsburg Township, extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.60	71.72%

ENGI0049-064 05/01/2016		

	Rates	Fringes
OPERATOR: Power Equipment		
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

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 06/05/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 31.54	24.90

LABO1091-006 05/01/2016		

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 29.13	17.12
(2) Mason Tender		
Cement/Concrete.....	\$ 29.33	17.12
(6) Pipe Layer.....	\$ 31.63	17.12

LABO1091-007 05/01/2016		

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural		

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.

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion: City of Duluth Bid # 2017-0245

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 for the 2017 Michigan Street Utility Reconstruction from 1st Avenue

West to 3rd Avenue West

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

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

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

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

Notary Seal

Notary Public

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

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 and Minnesota Power

Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

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

INSURANCE

Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor, City and MP from all liability described in the paragraph above, subject to provisions of subparagraph below. Insurers providing insurance under this Agreement shall be rated "A-1" or better by the A.M. Best rating service.

a.

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

- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City and MP prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City and MP shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without advanced notice at least equal to that provided for the underlying policy of insurance being given to the City and MP. Contractor hereby commits to provide notice to City and MP at least 30 days in advance of

any change in the insurance provided pursuant to this Section 7 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 7 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City and MP.

- 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 and MP which is reasonably available.

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

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

Schedule
Person or Organization
(Name and Address)

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

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 _____

Purchasing Agent
Approved this _____ day of _____

CONTRACTOR/COMPANY
Contractor

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 area, 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.

(f) **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: 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;

Previous editions are obsolete; Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

(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.

Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(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/OFCPP, 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.

INDEX	
AGREEMENT	1
ARTICLE I - PURPOSE	2
ARTICLE II - SCOPE OF THE AGREEMENT	2
ARTICLE III - UNION RECOGNITION AND REPRESENTATION	4
ARTICLE IV - LABOR HARMONY CLAUSE	5
ARTICLE V - WORK STOPPAGES AND LOCKOUTS	6
ARTICLE VI - DISPUTES AND GRIEVANCES	6
ARTICLE VII - JURISDICTIONAL DISPUTES	6
ARTICLE VIII - NO DISCRIMINATION	7
ARTICLE IX - SAVINGS AND SEPARABILITY	7
ARTICLE X - DURATION OF THE AGREEMENT	7
SCHEDULE "A"	10

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

DULUTH BUILDING AND CONSTRUCTION TRADES COUNCIL

2002 LONDON ROAD

LABOR CENTER

DULUTH, MINN. 55812

**Officers**

Craig Olson

President

Darrell Godbout

Vice President

Dan Olson

Secretary

Jeff Davaau

Treasurer

Building Trades Affiliates Contract Expirations

Boilermakers #647

Bricklayers #1

Carpenters #361

Cement Masons #633

Elevator #9

IBEW #242

Insulators #49

Ironworkers #512

Laborers #1091

Millwrights #1348

Operators #49

Painters #106

Pipelitters #11

Roofers #96

Sheetmetal #10

Sprinklerfitters #669

Teamsters #346

Heat & Frost Insulators Local 49

Boilermakers Local 647

Bricklayers Local 1

Carpenters Local 361

Cement Masons Local 633

Elevator Constructors Local 9

Glaziers Local 106

IBEW Local 242

Iron Workers Local 512

Laborers Local 1091

Millwright Local 1348

Operator Engineers Local 49 (Bldrs)

(Hwy Heavy)

Painters Local 106

Plumbers & Steamfitters Local 11

Roofers Local 96

Sheet Metal Local 10

Sprinkler Fitters Local 669

Teamsters Local 346

May 31, 2017

December 31, 2016

April 30, 2018

April 30, 2017

April 30, 2017

July 8, 2017

April 30, 2017

May 31, 2019

April 30, 2019

April 30, 2017

April 30, 2018

April 30, 2019

April 30, 2017

April 30, 2017

April 30, 2017

June 30, 2021

April 30, 2019

March 31, 2021

April 30, 2017

Updated 2/15/2017

DULUTH BUILDING AND CONSTRUCTION TRADES COUNCIL

2002 LONDON ROAD

LABOR CENTER

DULUTH, MINN. 55812

**Officers**

Craig Olson
President
Darrell Godbout
Vice President
Dan Olson
Secretary
Jeff Daveau
Treasurer

Boilermakers #647**Bricklayers #1****Carpenters #361****Cement Masons #633****Elevator #9****IBEW #242****Insulators #49****Ironworkers #512****Laborers #1091****Millrights #1348****Operators #49****Painters #106****Pipefitters #11****Roofers #96****Sheetmetal #10****Sprinklerfitters #669****Teamsters #346****ASBESTOS WORKERS LOCAL 49**

Dave Cartwright
2002 London Road #210
Duluth, MN 55812
(218) 724-3223 / Fax# 724-1870
dave@insulatorslocal49.org

CARPENTERS LOCAL 361

Chris Hill
5238 Miller Trunk Hwy
Hermantown, MN 55811
(218) 724-3297 / Fax# 724-8536
chill@ncsrcc.org

IBEW LOCAL 242

Don Smith
2002 London Road #111
Duluth, MN 55812
(218) 728-6895 / Fax# 728-1965
dsmithlcl242@unions-america.com

**MILLRIGHTS & MACHINERY
ERECTORS LOCAL 1348**

Wayne Nordin
726 4th Street N
Virginia, MN 55792
(218) 741-6314 / Fax# 741-6017
wnordin@ncsrcc.org

PLUMBERS & FITTERS LOCAL 11

Jeff Daveau, *Treasurer*
4402 Airpark Boulevard
Duluth, MN 55811
(218) 727-2199 / Fax# 727-2298
jeff@ualocal11.com

SPRINKLER FITTERS LOCAL 669

James Westby
PO Box 398
Mabel, MN 55954
(507) 493-5671 / Fax# 493-5481
westby@mabeltel.coop

**BOILERMAKERS LOCAL 647 BAC LOCAL #1 CHAPTER 3
DULUTH & IRON RANGE**

Bill Polchow
1007 NW 4th Street, Ste C
Grand Rapids, MN 55744
(218) 326-2522 / Fax# SAME
bpolchow647@outlook.com
Stan (Ogie) Paczynski
2002 London Road #100
Duluth, MN 55812
(218) 724-8374 / Fax# 724-8341
spaczynski@bac1mn-nd.org

**CEMENT MASONS
LOCAL 633**

Michael Syversrud
2002 London Road #112
Duluth, MN 55812
(218) 724-2323 / Fax# 724-2472
mikes@local633.org

IRON WORKERS LOCAL 512

Darrell Godbout, *Vice President*
3752 Midway Road
Hermantown, MN 55810
(218) 724-5073 / Fax# 724-1525
darrell@iron512.com

**OPERATING ENGINEERS
LOCAL 49**

Eric Gulland & Mike Parrott
2002 London Road #116
Duluth, MN 55812
(218) 724-3840 / Fax# 728-1441
edgulland@local49.org
mwparrott@local49.org

ROOFERS LOCAL 96

Vance Anderson
1145 Villa Vista Circle
Cromwell MN 55726
(218) 644-1096 / Fax# SAME
valocal96@yahoo.com

TEAMSTERS LOCAL 346

Rod Alstead
2802 West 1st Street
Duluth, MN 55806
(218) 628-1034 / Fax# 628-0246
local@teamsters346.com

**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

LABORERS LOCAL 1091

Dan Olson, *Secretary*
2002 London Road #119
Duluth, MN 55812
(218) 728-5151 / Fax# 728-2431
laborers@local1091.com

PAINTERS LOCAL 106

Craig Olson, *President*
2002 London Road #106
Duluth, MN 55812
(218) 724-6466 / Fax# 724-7359
president@duluthbuildingtrades.com

**SHEET METAL WORKERS
LOCAL 10**

Doug Christy
6279 Industrial Road
Saginaw, MN 55779
(218) 724-6873 / Fax# SAME
dchristy@smw10.org



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, 2016

To whom it may concern,

The allocation of the wage increase effective June 1st 2016 is as follows:

	Mechanic	4 th Year	3 rd Year	2 nd Year	1 st Year
Base Wage	\$28.77	\$21.83	\$19.13	\$16.49	\$13.79
Savings	\$8.00	\$6.00	\$4.76	\$3.50	\$2.26
Union Dues	\$3.54	\$2.83	\$2.48	\$2.12	\$1.77
Health & Welfare	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20
Pension	\$9.00	\$7.20	\$5.76	\$4.30	\$2.86
Local Training	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
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	\$57.26	\$45.81	\$40.08	\$34.36	\$28.63
Total Taxable	\$40.31	\$30.66	\$26.37	\$22.11	\$17.82

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.

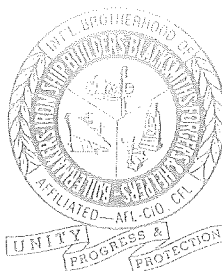
International Brotherhood of

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.

CHANGES AS OF:	January 1, 2016	Effective:	01/01/2016
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,

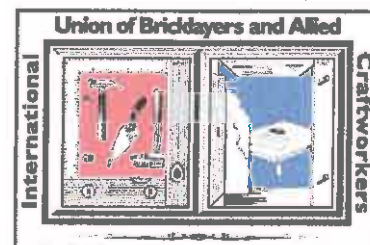


Luke A. Voigt
Business Manager/Secretary Treasurer
Boilermakers Local Lodge #647

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.

May 6, 2016

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 \$1.90 increase per hour with rates retroactive to May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

	HEALTH		IU & PPA	LOCAL	DUL	DUL						
WAGES	\$BANK – RPP	HRA	PENSION	PENSION	ANN	VAC	DUES	IMI	APPR	FCF	TOTAL	
29.64	(6.96 + 1.10)	.88	(1.50 + .52)	7.15	3.85	2.00	1.27	.56	.30	.02	55.75	

Base Rate: \$29.64
Vacation, Dues Check Off: \$3.27
Taxable Amount: \$32.91

FOREMAN RATE - The NEW Foreman rate shall be an additional \$3.50 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

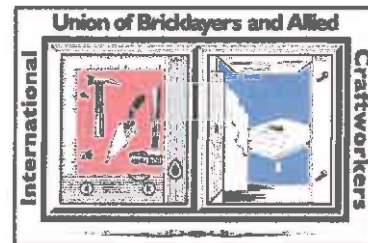
Michael J. Cook
President / Secretary - Treasurer
Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota
8 – 2016

APPRENTICE WAGES

BASE WAGE	TAXABLE
0 - 1999 hours 65% - \$19.27	\$22.54*
2000 - 3999 hours 75% - \$22.23	\$22.50*
4000 - 5999 hours 85% - \$25.19	\$28.46*
6000 hours full wages & fringe benefits *	
Taxable wage - Includes Vacation and Dues	

Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota



312 Central Avenue, Suite 328
Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J. COOK
President/Secretary-Treasurer

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

Scope of the Agreement

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

April 29, 2016

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 \$1.40 increase per hour on May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 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
23.32	(5.65 + 1.10)	1.21	(1.50 + .52)	7.15	4.72	.50	1.09	.47	.20	.02	47.45

Base Rate: \$23.32
Vacation, Dues Check Off: \$1.59
Taxable Amount: \$24.91

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

Sincerely,

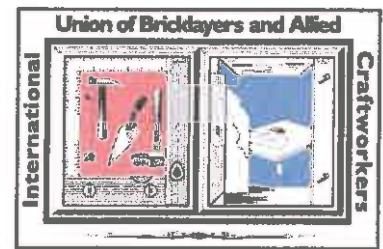
Michael J. Cook

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

APPRENTICESHIP WAGES

	BASE WAGE	TAXABLE
0 - 1999 hours 90%	\$20.99	\$22.58 *
2000 - 3999 hours 95%	\$22.15	\$23.74 *
4000 hours full wage & fringe benefits		

* 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.

April 29, 2016

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 \$1.40 increase per hour on May 1, 2016. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2016 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
16.54	(5.65 + 1.10)	1.00	(1.50 + .52)	7.15	.54	.50	.87	.36	.20	.02	35.95

Base Rate: \$16.54
Vacation, Dues Check Off: \$1.37
Taxable Amount: \$17.91

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
0 - 999 hours	70% - \$11.58	\$12.95*
1000 - 1999 hours	75% - \$12.41	\$13.78*
2000 - 2999 hours	80% - \$13.23	\$14.60*
3000 - 3999 hours	85% - \$14.07	\$15.43*
4000 hours	full wage & fringe benefits	

* Taxable wage = Includes Dues*

Effective May 1, 2016

Commercial Carpenter Wage Rates										
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%	\$31.97	-\$1.30	-\$1.20	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$48.95
Commercial Journey person	100%	\$29.97	-\$1.30	-\$1.20	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$46.95
Apprentice										
6125-7000	97%	\$29.07	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$46.05
5250-6125	93%	\$27.87	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$44.85
4375-5250	88%	\$26.37	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$43.35
3500-4375	83%	\$24.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$41.86
2625-3500	78%	\$23.38	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$40.36
1750-2625	73%	\$21.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$38.86
875-1750	68%	\$20.38	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$37.36
0-875	63%	\$18.88	-\$1.30	-\$0.90	\$6.81	\$6.60	\$3.00	\$0.55	\$0.02	\$35.86

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



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 RAGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2016 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, 2016

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
30.86	7.48	1.25	7.94	(5.27)	.46	47.99

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$30.86 = \$46.29 TAXED, THEN MINUS \$5.27 FOR SAVINGS EACH HOUR)
After all taxes are deducted from the Basic Wage rate, \$5.27 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%	21.60
1001-2000 HRS	75%	23.15
2001-3000 HRS	80%	24.69
3001-4000 HRS	85%	26.23
4001-5000 HRS	90%	27.77
5001-6000 HRS	95%	29.32



CEMENT MASONS, PLASTERERS AND SHOPHANDS Local No. 633

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

312 Central Avenue • Room 376 • Minneapolis, Minnesota 55414

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

GREG MASSEY
Financial Secretary
Business Manager

DAVE SCHUTTA
President

JOSEPH DeRASMI
Business Agent

BRIAN GULLICKSON
Business Agent

GREG JOHNSON
Business Agent

JEROME JOHNSON
Business Agent

MICHAEL KRAHN
Business Agent

DARRELL LENDE
Business Agent

MICHAEL SYVERSRUD
Business Agent

THOMAS REGER
Apprentice Coordinator

TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2016 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, 2016

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
33.95	7.48	1.75	7.94	(5.67)	.46	51.58

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$33.95 = \$50.93, TAXED, THEN MINUS \$5.67 FOR SAVINGS EACH HOUR) After all taxes are deducted from the Basic Wages, \$5.67 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%	23.77
1001-2000 HRS	75%	25.46
2001-3000 HRS	80%	27.16
3001-4000 HRS	85%	28.86
4001-5000 HRS	90%	30.56
5001-6000 HRS	95%	32.25



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, 2016 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, 2016

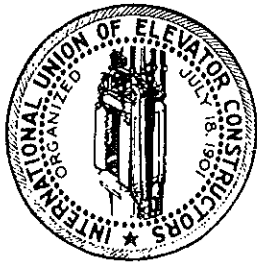
BASIC WAGE*	HEALTH & HRA WELFARE	PENSION	SAVINGS*	TRAINING	TOTAL	
31.49	7.48	2.00	7.94	(3.60)	.46	49.37

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$31.49 = \$47.24 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%	22.04
1001-2000 HRS	75%	23.62
2001-3000 HRS	80%	25.19
3001-4000 HRS	85%	26.77
4001-5000 HRS	90%	28.34
5001-6000 HRS	95%	29.92



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, 2016

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

Subject: Wage rates effective January 1, 2016 – 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, 2016:

Mechanic in Charge.....	(112.5%)	\$51.60
Mechanic.....	(100.0%)	\$45.87
4 th Year Apprentice.....	(80.0%)	\$36.70
3 rd Year Apprentice.....	(70.0%)	\$32.11
2 nd Year Apprentice.....	(65.0%)	\$29.82
1 st Year Apprentice.....	(55.0%)	\$25.23
Probationary Apprentice.....	(50.0%)	\$22.935
Helper.....	(70.0%)	\$32.11

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

Health Benefit Plan.....	\$14.425
Pension.....	\$ 8.96
Annuity.....	\$ 6.00
Education.....	\$ 0.60
Elevator Ind. Work Preservation Fund.....	\$ 0.30
TOTAL.....	\$30.285

Vacation: 6% Hourly pay under 5 years

8% Hourly pay over 5 years

Local 106 Glaziers Wage Rates Effective May 2, 2016

Journey person Wage Rates:

	Base	Health & Welfare	Pension	Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
Glaziers	\$30.17	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$47.86	\$2.55	\$1.88
Auto Glass	\$24.24	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$41.93	\$2.55	\$1.67

Apprentices Indentured BEFORE May 1, 2014:

Hours	%	Base	Health & Welfare	Pension	Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
0-1000	50	\$15.09	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$32.78	\$1.28	\$1.35
1001-2000	55	\$16.59	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$34.28	\$1.40	\$1.40
2001-3000	60	\$18.10	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$35.79	\$1.53	\$1.45
3001-4000	70	\$21.12	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$38.81	\$1.79	\$1.56
4001-5000	80	\$24.14	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$41.83	\$2.04	\$1.66
5001-6000	90	\$27.15	\$7.20	\$5.92	\$3.90	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$44.84	\$2.30	\$1.77

Apprentices Indentured on or AFTER May 1, 2014:

Hours	%	Base	Health & Welfare	Pension	Annuity	FTI/UM	FTI/NT'L	FCF	LMCI	STAR	DC82/FCF	Total	Vac *	Check-off Dues**
0-1000	50	\$15.09	\$7.20	\$5.92	\$1.95	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$30.83	\$1.28	\$1.28
1001-2000	55	\$16.59	\$7.20	\$5.92	\$2.15	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$32.53	\$1.40	\$1.34
2001-3000	60	\$18.10	\$7.20	\$5.92	\$2.34	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$34.23	\$1.53	\$1.40
3001-4000	70	\$21.12	\$7.20	\$5.92	\$2.73	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$37.64	\$1.79	\$1.52
4001-5000	80	\$24.14	\$7.20	\$5.92	\$3.12	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$41.05	\$2.04	\$1.64
5001-6000	90	\$27.15	\$7.20	\$5.92	\$3.51	\$0.35	\$0.10	\$0.01	\$0.10	\$ 0.10	\$0.01	\$44.45	\$2.30	\$1.76

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

Revised 5/18/16

LOCAL UNION #242

Effective Dates	05/31/15	05/29/16
JW Rate	\$33.90	\$34.92
Foreman	12.5%	12.5%
General Foreman	22.5%	22.5%
NEBF	3.00%	3.00%
Vacation	11.00%	11.00%
H & W	27.64%	27.21%
Local Pension	13.55%	13.55%
Annuity	16.00%	16.00%
**Total Package	\$58.05	\$59.65
LLMCC Employee .02	\$58.03	\$59.63
Total Package %	71.19%	70.76%

Total Package 2017 = \$61.20 less Employee LLMCC (.02) \$61.18

Total Package 2018 = \$62.70 less Employee LLMCC (.02) \$62.68

****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
Service Charge	1.25% / .42	1.25% / .44
NLMCC	0.01	0.01
Local LMCC	0.04	0.04
Admin Maint Fund	0.20	0.21
	1.01	1.05

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%	\$29.68	Full Benefits - 5th year
5th	5,000 - 6,500	75%	\$26.19	Full Benefits - 4th year
4th	3,500 - 5,000	65%	\$22.70	Full Benefits - 3rd year
3rd	2,000 - 3,500	55%	\$19.21	Full Benefits - 2nd year
2nd	1,000 - 2,000	50%	\$17.96	H3W/NEBF - 1st year
1st	0 - 1,000	45%	\$15.71	H3W/NEBF - 1st year

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region A

Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$36.00	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$61.19	\$0.04

\$54.00 Journeyman time and one-half rate

\$72.00 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (three employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$3.25 per hour)

The Employer is required to deduct \$3.25 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

**Contract Administration Fund (C.A.F.)

Not included in the Total Package amount is a voluntary Employer contribution of \$0.04 per hour worked for the Contract Administration Fund.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region B Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$31.54	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$56.73	\$0.04

\$47.31 Journeyman time and one-half rate

\$63.08 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (six employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$3.25 per hour)

The Employer is required to deduct \$3.25 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

****Contract Administration Fund (C.A.F.)**

Not included in the Total Package amount is a voluntary Employer contribution of \$0.04 per hour worked for the Contract Administration Fund.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

IRON WORKERS LOCAL UNION NO. 512 REGIONAL WAGE/FRINGE SCHEDULE

Region C

Effective June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	NDCC
\$30.70	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$55.89	\$0.10

\$46.05 Journeyman time and one-half rate

\$61.40 Journeyman double time rate

Leadman (two employees or less) \$1.00 per hour above Base Wage Rate.

Foreman (three employees or more) \$2.50 per hour above Base Wage Rate.

General Foreman \$4.00 per hour above Base Wage Rate.

Savings Plan Deduction (\$2.50 per hour)

The Employer is required to deduct \$2.50 per hour worked from the Employee's after-tax wages as the Savings Plan Deduction; calculated on an hours-worked basis and does not pyramid with overtime rates of pay.

Working Dues Check-Off Deduction

The Employer is required deduct from the Employee's after-tax wages, the amount equal to 5% of the Employee's gross wages as a working dues check-off deduction. This deduction shall not apply to per diem, subsistence, mileage or bonus payments made to the employee.

Organizing Dues Check-Off Deduction

The Employer is required to deduct \$0.10 per hour worked from the Employee's after-tax wages as an organizing dues check-off deduction, calculated on an hours-worked basis and does not pyramid with overtime

Fair Contracting Foundation (FCF)

Included in the Total Package amount is a contribution of \$0.02 per hour worked, effective in all Regions of the Union. This contribution is to be reported as a separate line item and remitted to Twin City Iron Workers Fringe Benefit Funds with the other contributions and will be forwarded to FCF appropriately.

**North Dakota Construction Council (NDCC)

The Employer agrees to contribute ten cents (\$0.10) per hour worked in addition to the Total Package amounts set forth in this Agreement, for all bargaining unit work performed on sites covered by the North Dakota Construction Council (NDCC) and payable to the NDCC in accordance with the terms and conditions contained in the July 1, 2010 Letter of Understanding Relating to the North Dakota Construction Council (NDCC) between the parties to this Agreement.

When and Where to Send Contributions and Deductions

All fringe benefit fund contributions and payroll deductions are due no later than the 20th day of the month following the month when the hours were worked and should be remitted to:

Twin City Iron Workers Fringe Benefit Funds
Wilson-McShane Corporation
3001 Metro Drive – Suite 500
Bloomington, MN 55425-1412

The Local 512 Collective Bargaining Agreement includes provisions for varying subsistence rates on projects, depending on the project location. For more specific information, please call the Local Union Main Office at (651)489-1488 or 1-(866)489-1488 (toll free).

BUILDING WAGE RATES

Duluth/Cloquet Local #1091

Effective May 1, 2016:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	SAFE		Total
1	\$ 24.14	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	.....	\$ 41.29
2	\$ 24.24	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	.....	\$ 41.39
3	\$ 24.54	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	.....	\$ 41.69
4	\$ 24.84	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	.....	\$ 41.99
5	\$ 21.79	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	.....	\$ 38.94

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 19.31	\$ 2.20	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.15	\$ 36.46
---------	----------	---------	---------	---------	---------	---------	---------	-------	----------

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, 2016:

Class	(Taxable) Wages	(Taxable) Vacation	H & W	Pension	Trng/Appr	LECET	FCF		Total
1	\$ 29.23	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 46.35
2	\$ 29.43	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 46.55
3	\$ 29.58	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 46.70
4	\$ 29.68	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 46.80
5	\$ 29.93	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 47.05
6	\$ 31.73	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 48.85
7	\$ 25.68	\$ 2.30	\$ 7.65	\$ 6.50	\$ 0.32	\$ 0.08	\$ 0.02	.....	\$ 42.55

Example: Apprentice at 80% of Class 1 ONLY

Class 1	\$ 23.30	\$ 2.30	\$ 7.65	\$ 6.75	\$ 0.32	\$ 0.08	\$ 0.02	\$ 40.42
---------	----------	---------	---------	---------	---------	---------	---------	-------	----------

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

				Deductions		Fringe Benefits					
Effective May 3, 2015		Percent (%)	Gross Wages	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Industry Promo Fund	Total Package
Classification											
General Foreman	F + \$1.75	100%	\$36.57	-\$3.50	\$1.46	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$51.35
Foreman	JP + \$2.25	100%	\$34.82	-\$3.50	\$1.39	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$49.60
Journey person		100%	\$32.57	-\$3.50	\$1.30	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
Apprentice	6001-7000	95%	\$30.94	-\$3.50	\$1.24	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$45.72
	5001-6000	90%	\$29.31	-\$3.50	\$1.17	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$44.09
	4001-5000	85%	\$27.68	-\$3.50	\$1.11	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$42.46
	3001-4000	80%	\$26.06	-\$3.50	\$1.04	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$40.84
	2001-3000	75%	\$24.43	-\$3.50	\$0.98	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$39.21
	1001-2000	70%	\$22.80	-\$3.50	\$0.91	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$37.58
	0 - 1000	65%	\$21.17	-\$3.50	\$0.85	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$35.95

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

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

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

BUILDERS AGREEMENT – MINNESOTA

WAGES EFFECTIVE MAY 1, 2016 - ZONE 1

Group	Wages	2% 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	\$39.14	*	\$9.10	\$.50	\$8.30	\$.50	\$57.54	\$.02	\$.04
2	\$38.80	*	\$9.10	\$.50	\$8.30	\$.50	\$57.20	\$.02	\$.04
3	\$37.39	*	\$9.10	\$.50	\$8.30	\$.50	\$55.79	\$.02	\$.04
4	\$37.05	*	\$9.10	\$.50	\$8.30	\$.50	\$55.45	\$.02	\$.04
5	\$36.13	*	\$9.10	\$.50	\$8.30	\$.50	\$54.53	\$.02	\$.04
6	\$34.62	*	\$9.10	\$.50	\$8.30	\$.50	\$53.02	\$.02	\$.04
7	\$33.50	*	\$9.10	\$.50	\$8.30	\$.50	\$51.90	\$.02	\$.04
8	\$31.49	*	\$9.10	\$.50	\$8.30	\$.50	\$49.89	\$.02	\$.04

WAGES EFFECTIVE MAY 1, 2016 - ZONE 2

Group	Wages	2% 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	\$37.25	*	\$9.10	\$.50	\$8.30	\$.50	\$55.65	\$.02	\$.04
2	\$36.93	*	\$9.10	\$.50	\$8.30	\$.50	\$55.33	\$.02	\$.04
3	\$35.60	*	\$9.10	\$.50	\$8.30	\$.50	\$54.00	\$.02	\$.04
4	\$35.28	*	\$9.10	\$.50	\$8.30	\$.50	\$53.68	\$.02	\$.04
5	\$34.37	*	\$9.10	\$.50	\$8.30	\$.50	\$52.77	\$.02	\$.04
6	\$32.95	*	\$9.10	\$.50	\$8.30	\$.50	\$51.35	\$.02	\$.04
7	\$31.89	*	\$9.10	\$.50	\$8.30	\$.50	\$50.29	\$.02	\$.04
8	\$30.00	*	\$9.10	\$.50	\$8.30	\$.50	\$48.40	\$.02	\$.04

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

HIGHWAY AND HEAVY WAGES EFFECTIVE MAY 1, 2016

EASTERN METROPOLITAN ZONE-(ZONE 1)

Group	Wages	1 ½% of Gross Wages Excluding		H/W	HRA	Pension	Appren.	Totals	FCF \$.02	IPF \$.04	“Voluntary” NOT Incl. in total Pkg
		Fringes									
1	\$35.39	**		\$9.10	\$1.00	\$8.30	\$.50	\$54.29	\$.02	\$.04	
2	34.39	**		9.10	1.00	8.30	.50	53.29	.02	.04	
3	33.84	**		9.10	1.00	8.30	.50	52.74	.02	.04	
4	33.54	**		9.10	1.00	8.30	.50	52.44	.02	.04	
5	30.50	**		9.10	1.00	8.30	.50	49.40	.02	.04	
6	29.29	**		9.10	1.00	8.30	.50	48.19	.02	.04	

REMAINDER OF EASTERN ZONE-(ZONE 2)

Group	Wages	1 ½% of Gross Wages Excluding		H/W	HRA	Pension	Appren.	Totals	FCF \$.02	IPF \$.04	“Voluntary” NOT Incl. in total Pkg
		Fringes									
1	\$32.73	**		\$9.10	\$1.00	\$8.30	\$.50	\$51.63	\$.02	\$.04	
2	31.73	**		9.10	1.00	8.30	.50	50.63	.02	.04	
3	31.28	**		9.10	1.00	8.30	.50	50.18	.02	.04	
4	30.98	**		9.10	1.00	8.30	.50	49.88	.02	.04	
5	28.41	**		9.10	1.00	8.30	.50	47.31	.02	.04	
6	27.54	**		9.10	1.00	8.30	.50	46.44	.02	.04	

WESTERN ZONE-(ZONE 3)

Group	Wages	1 ½% of Gross Wages Excluding		H/W	HRA	Pension	Appren.	Totals	FCF \$.02	IPF \$.04	“Voluntary” NOT Incl. in total Pkg
		Fringes									
1	\$27.35	**		\$9.10	\$1.00	\$8.30	\$.50	\$46.25	\$.02	\$.04	
2	26.35	**		9.10	1.00	8.30	.50	45.25	.02	.04	
3	25.42	**		9.10	1.00	8.30	.50	44.32	.02	.04	
4	25.11	**		9.10	1.00	8.30	.50	44.01	.02	.04	
5	23.40	**		9.10	1.00	8.30	.50	42.30	.02	.04	
6	22.80	**		9.10	1.00	8.30	.50	41.70	.02	.04	

Local 106 Painters & Drywall Wage Rates Effective May 2, 2016

Journeyman Wage Rates:

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
Res., Comm. & Indus. Repaint														
Class I	\$28.36	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$45.43	\$2.95	\$1.79
Class II	\$28.96	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$46.03	\$2.95	\$1.81

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
New Comm. & New Indus.														
Class I	\$29.86	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$46.93	\$2.95	\$1.84
Class II	\$30.46	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$47.53	\$2.95	\$1.86

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

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
0-1000	50	\$14.93	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$32.00	\$2.95	\$1.32
1001-2000	55	\$16.42	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$33.49	\$2.95	\$1.37
2001-3000	60	\$17.92	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$34.99	\$2.95	\$1.42
3001-4000	70	\$20.90	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$37.97	\$2.95	\$1.53
4001-5000	80	\$23.89	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$40.96	\$2.95	\$1.63
5001-6000	90	\$26.87	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$43.94	\$2.95	\$1.74

Drywall Taper Appr

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
0-500	50	\$15.23	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$32.30	\$2.95	\$1.33
501-1000	60	\$18.28	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$35.35	\$2.95	\$1.44
1001-1500	70	\$21.32	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$38.39	\$2.95	\$1.54
1501-2000	75	\$22.85	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$39.92	\$2.95	\$1.60
2001-2500	80	\$24.37	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$41.44	\$2.95	\$1.65
2501-3000	85	\$25.89	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$42.96	\$2.95	\$1.70
3001-3500	90	\$27.41	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$44.48	\$2.95	\$1.76
3501-4000	95	\$28.94	\$7.20	\$5.40	\$3.75	\$0.37	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$46.01	\$2.95	\$1.81

*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 2, 2016

BUILDING TRADES JOURNEYMAN

Base Pay	<u>\$35.69</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>\$39.07</u>

Fringes	
Health & welfare	7.20
H R Fund	.15
Local Pension	6.25
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>\$19.08</u>

<u>Total package</u>	<u>\$58.15</u>
-----------------------------	-----------------------

Foreman \$2.50 over Base Pay

General Foreman \$3.50 over Base Pay

WAGES AS OF 5-2-2016	JOURNEYMAN	95%	90%	85%	80%	75%	70%
TAXABLE		↓	↓	↓	↓	↓	↓
BASE PAY	\$ 35.69	\$ 33.91	\$ 32.12	\$ 30.34	\$ 28.55	\$ 26.77	\$ 24.98
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	\$ 39.07	\$ 37.19	\$ 35.30	\$ 33.42	\$ 31.53	\$ 29.65	\$ 27.76
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	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20
UA PENSION	\$ 0.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL PENSION	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25
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	\$ 19.08	\$ 18.13	\$ 17.95	\$ 17.78	\$ 17.60	\$ 17.43	\$ 17.25
TOTAL PACKAGE	\$ 58.15	\$ 55.32	\$ 53.25	\$ 51.20	\$ 49.13	\$ 47.08	\$ 45.01
WAGES AS OF 5-2-2016	65%	60%	55%	50%	45%	40%	
TAXABLE	↓	↓	↓	↓	↓	↓	
BASE PAY	\$ 23.20	\$ 21.41	\$ 19.63	\$ 17.85	\$ 16.06	\$ 14.28	
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	\$ 25.88	\$ 23.99	\$ 22.11	\$ 20.23	\$ 18.34	\$ 16.46	
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	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	
UA PENSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL PENSION	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	
MONEY PURCHASE	\$ 2.28	\$ -	\$ -	\$ -	\$ -	\$ -	
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	
TOTAL FRINGES	\$ 17.08	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	
TOTAL PACKAGE	\$ 42.96	\$ 38.79	\$ 36.91	\$ 35.03	\$ 33.14	\$ 31.26	

WAGE BREAKDOWN FOR LOCAL UNION # 11 APPRENTICES - BEGINNING MAY 2, 2016

Wages/Benefits Roofers Local Union 96 - Duluth Area

Effective July 1, 2016

Through June 30, 2017

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 Employer Cost to
Journeyman	30.00	2.50	0.50	33.00	3.55	0.03	3.09	7.60	0.50	0.35	0.30	48.42
Foreman	32.00	2.50	0.50	35.00	3.80	0.03	3.09	7.60	0.50	0.35	0.30	50.67

Apprentice Percentages Based on Hours Worked for Advancement:

55% A 0-250	17.75		0.40	18.15	0.25	0.03				0.35	0.30	19.08
55% B 251-1500	17.75		0.40	18.15	0.25	0.03		6.00		0.35	0.30	25.08
60% 1501-2500	19.30		0.50	19.80	0.25	0.03	0.25	7.00		0.35	0.30	27.98

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

65% 2501-3000	20.95		0.50	21.45	0.50	0.03	0.50	7.60	0.50	0.35	0.30	31.23
70% 3001-3500	22.60		0.50	23.10	0.50	0.03	0.50	7.60	0.50	0.35	0.30	32.88
75% 3501-4000	24.25		0.50	24.75	0.50	0.03	0.50	7.60	0.50	0.35	0.30	34.53
80% 4001-4500	23.40	2.50	0.50	26.40	0.75	0.03	0.75	7.60	0.50	0.35	0.30	36.68

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

85% 4501-5000	25.05	2.50	0.50	28.05	0.75	0.03	0.75	7.60	0.50	0.35	0.30	38.33
90% 5001-5500	26.70	2.50	0.50	29.70	1.00	0.03	0.75	7.60	0.50	0.35	0.30	40.23
95% 5501-6000	28.35	2.50	0.50	31.35	1.00	0.03	0.75	7.60	0.50	0.35	0.30	41.88

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

Due: July 1, 2017: \$1.30

July 1, 2018: \$1.30

July 1, 2019: \$1.40

July 1, 2020: \$1.40

Expiration date: June 30, 2021

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

EFFECTIVE MAY 2, 2016 - April 30, 2017

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

			TAXABLE	SASMI	Health	NATL	SUPP.	LOCAL 10	FCF &	SMOHI	I.F.	TOTAL
			BASE*		Fund	PENSION	PENSION	PENSION	LOCAL	NEMI &	& DRUG	PACKAGE
									T.F.	& ITI	TESTING	
Journeyman			\$31.87	\$1.65	\$9.27	\$11.18	\$2.37	\$0.45	\$0.64	\$0.17	\$0.23	\$57.83
Foreman			33.87	1.65	9.27	11.18	2.37	0.45	0.64	0.17	0.23	59.83
General Foreman			35.87	1.65	9.27	11.18	2.37	0.45	0.64	0.17	0.23	61.83
Apprentice	HOURS											
	0-1000	55	17.53	1.04	9.27	6.15	1.30	0.25	0.64	0.17	0.23	36.58
	1001-2000	59	18.80	1.09	9.27	6.60	1.40	0.27	0.64	0.17	0.23	38.47
	2001-3000	63	20.08	1.14	9.27	7.04	1.49	0.28	0.64	0.17	0.23	40.34
	3001-4000	68	21.67	1.21	9.27	7.60	1.61	0.31	0.64	0.17	0.23	42.71
	4001-5000	72	22.95	1.27	9.27	8.05	1.71	0.32	0.64	0.17	0.23	44.61
	5001-6000	76	24.22	1.32	9.27	8.50	1.80	0.34	0.64	0.17	0.23	46.49
	6001-7000	80	25.50	1.38	9.27	8.94	1.90	0.36	0.64	0.17	0.23	48.39
	7001-8000	84	26.77	1.43	9.27	9.39	1.99	0.38	0.64	0.17	0.23	50.27
Classified worker												
	0-500	45	14.17	0.00	0.00	0.00	0.00	0.00	0.64	0.17	0.00	14.98
Plan B Single	501-on	45	14.17	0.00	3.09	2.62	0.00	0.00	0.64	0.17	0.00	20.69
Plan B Family	501-on	45	10.12	0.00	7.14	2.62	0.00	0.00	0.64	0.17	0.00	20.69

*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.

Effective May 1, 2017, these will be a \$1.65 total package increase and on April 30, 2018 these will be a \$1.75 total package increase. The fringe benefit allocation will be made at those times.

The current IRS mileage rate is \$.54

May 6, 2016

Contract expires April 28, 2019



Shawn Broadrick
Business Manager

Brian W. Dunn
Financial Secretary Treasurer

James E. Tucker
President-Organizer

Minnesota Breakdown of Wage and Benefit Package

Wage Rate	4/1/16	4/1/17	4/1/18	4/1/19	4/1/20
	\$35.08	\$36.33	\$37.58	TBD	TBD

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

Payroll Deduction:

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 4/1/16	\$8.77	per hour for all hours worked
Health & Welfare 1/1/17	\$9.17	per hour for all hours worked
Health & Welfare 1/1/18	\$9.67	per hour for all hours worked
Health & Welfare 1/1/19	\$10.02	per hour for all hours worked
Health & Welfare 1/1/20	TBD	
Health & Welfare 1/1/21	TBD	
Pension 4/1/16	\$6.05	per hour for all hours worked
Pension 1/1/17	\$6.20	per hour for all hours worked
Pension 1/1/18	\$6.40	per hour for all hours worked
Pension 1/1/19	\$6.60	per hour for all hours worked
Pension 1/1/20	TBD	
Pension 1/1/21	TBD	
Education 4/1/16	\$.35	per hour for all hours worked
Education 4/1/17	\$.37	per hour for all hours worked
Education 4/1/18	\$.42	per hour for all hours worked
International Training Fund 4/1/16	\$.10	per hour for all hours worked
Industry Promotion 4/1/16	\$.25	per hour for all hours worked
Supplemental Pension 4/1/16	\$2.50	per hour for all hours worked
Supplemental Pension 4/1/17	\$2.65	per hour for all hours worked
Supplemental Pension 4/1/18	\$2.90	per hour for all hours worked
Supplemental Pension 4/1/19	TBD	
Supplemental Pension 4/1/20	TBD	

Travel Expenses	4/1/16	1/1/17	1/1/18	1/1/19
0-60 miles	No expenses	No expenses	No expenses	No expenses
60-80 miles	\$17.50	\$19.00	\$19.00	\$19.00
80-100 miles	\$27.50	\$29.00	\$29.00	\$29.00
100+ miles	\$80.00	\$90.00	\$100.00	\$105.00

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

Created May 2016

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

SCHEDULE 9 - SUNDAY AND HOLIDAYS

A. All work performed between midnight Saturday night and midnight Sunday night shall be classed as Sunday work and paid for at the rate of two (2) times the regular hourly rate; except as a regular shift which ends on Sunday or a holiday morning or begins at or after 6:00 p.m. on a Sunday or a holiday evening, shall be paid at the straight time rate.

B. Work performed on Sundays and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to the regulations produced by the Federal government, they shall be observed as such.

DULUTH, SUPERIOR, AND IRON RANGE CONTRACTORS/BUILDERS SUPPLEMENTS - LOCAL 346

SCHEDULE 1 - CLASSIFICATIONS AND WAGES

Classifications:

GROUP 1

Boom Truck Operator

GROUP 2

Ready-Mix Driver

Tractor-Trailer Driver

GROUP 3

Driver and Warehouseman Foreman

Mechanic (where required)

Fork Lift Operator

Tandem or 3 Axle Truck Driver

GROUP 4

Warehouseman

Farm Tractor Driver

Single or 2 Axle Truck Driver

Dumpman

May 1, 2014

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$26.60	\$ 7.95	\$ 5.55
2	\$26.05	\$ 7.95	\$ 5.55
3	\$25.85	\$ 7.95	\$ 5.55
4	\$25.60	\$ 7.95	\$ 5.55

Boom Truck Operator to receive an additional 50¢ increase
1st and 2nd year above the current rate in effect.

May 1, 2015

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$27.10	\$ 8.15	\$ 6.30
2	\$26.55	\$ 8.15	\$ 6.30
3	\$26.35	\$ 8.15	\$ 6.30
4	\$26.10	\$ 8.15	\$ 6.30

May 1, 2016

<u>Group</u>	<u>Wages</u>	<u>Health & Welfare</u>	<u>Pension</u>
1	\$27.75	\$ 8.35	\$ 6.90
2	\$27.20	\$ 8.35	\$ 6.90
3	\$27.00	\$ 8.35	\$ 6.90
4	\$26.75	\$ 8.35	\$ 6.90

All monies negotiated into the benefits will be used only as needed.

Note A: When a contractor deems it advisable to hire an Apprentice Mechanic, his scale shall be as follows:

1st Year: 70% of Class 1 scale
2nd Year: 85% of Class 1 scale
After second full year, 100% of Class 1 scale

Health & Welfare and Pension paid to Minnesota Teamsters
Construction Division Fringe Benefit Funds, c/o Zenith
Administrators, P.O. Box 31, Minneapolis, Minnesota 55440-

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. Pavicek, 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
(Circle applicable training period if known)

Employer: _____

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
---------	----------	---------	---------	---------	---------	---------	---------	-------	----------

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

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		Deductions		Fringe Benefits					Total Package		
		Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Industry Fund			
Effective May 3, 2015		Percent (%)	Gross Wages								
General Foreman	F + \$1.75	100%	\$36.57	-\$3.50	\$1.46	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$51.35
Foreman	JP + \$2.25	100%	\$34.82	-\$3.50	\$1.39	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$49.60
Journey person		100%	\$32.57	-\$3.50	\$1.30	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
Apprentice	6001-7000	95%	\$30.94	-\$3.50	\$1.24	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$45.72
	5001-6000	90%	\$29.31	-\$3.50	\$1.17	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$44.09
	4001-5000	85%	\$27.68	-\$3.50	\$1.11	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$42.46
	3001-4000	80%	\$26.06	-\$3.50	\$1.04	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$40.84
	2001-3000	75%	\$24.43	-\$3.50	\$0.98	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$39.21
	1001-2000	70%	\$22.80	-\$3.50	\$0.91	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$37.58
	0 - 1000	65%	\$21.17	-\$3.50	\$0.85	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$35.95

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

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

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

HIGHWAY AND HEAVY WAGES EFFECTIVE MAY 1, 2015

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

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

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

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

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

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

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

BUILDERS AGREEMENT – MINNESOTA

WAGES EFFECTIVE MAY 1, 2015 - ZONE 1

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

WAGES EFFECTIVE MAY 1, 2015 - ZONE 2

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

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

Journeyman Wage Rates:

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
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

	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
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

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
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

<u>Hours</u>	<u>%</u>	<u>Base</u>	<u>Health & Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>FTI/UM</u>	<u>FTI/NT'L</u>	<u>FCF</u>	<u>LMCI</u>	<u>MPWEA</u>	<u>STAR</u>	<u>DC82/FCF</u>	<u>Total</u>	<u>Vac *</u>	<u>Check-off Dues**</u>
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>

<u>Total package</u>	<u>\$56.65</u>
-----------------------------	-----------------------

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

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

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

The current IRS mileage rate is \$.575

April 17, 2015

Contract expires May 1, 2016



Shawn Broadrick
Business Manager

Brian W. Dunn
Financial Secretary-Treasurer

James E. Tucker
President-Organizer

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

2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST


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

City Project # 1601

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 22, 2017

CERTIFICATION

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



Signature

Bradford Scott

Typed or Printed Name

02/22/2017

Date

46198

License No.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

TABLE OF CONTENTS

SP-1	NOTICE TO ALL BIDDERS	1
SP-2	SCOPE OF WORK	1
SP-3	CONTACT INFORMATION	1
SP-4	PRE-BID CONFERENCE.....	1
SP-5	(1209) DELIVERY OF PROPOSALS	1
SP-6	(1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL	2
SP-7	(1505) COOPERATION BY CONTRACTORS.....	3
SP-7.1	SPECIAL EVENT COORDINATION	3
SP-8	(1507) UTILITY PROPERTY AND SERVICE.....	4
SP-10	(1702) PERMITS, LICENSES, AND TAXES.....	5
SP-11	(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME	5
SP-12	(1807) FAILURE TO COMPLETE WORK ON TIME	6
SP-13	(2301) DRILL AND GROUT DOWEL BAR (EPOXY COATED)	6
SP-14	(2301) DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	7
SP-15	(2301/2521/2531) CONCRETE PLACEMENT RESTRICTIONS	7
SP-16	(2451) EXCAVATION, BACKFILL AND COMPACTION FOR UTILITIES – TRENCH BACKFILL	7
SP-17	(2503) STEEL CASING.....	7
SP-18	(2504) WATERMAIN	8
SP-19	(2504) VALVE BOX EXTENSION	8
SP-20	(2504) CASTING ASSEMBLY	8
SP-21	(2504) TEMPORARY WATER SERVICE SYSTEM.....	8
SP-22	(2505) 6” PE GAS MAIN.....	12
SP-25	(2550) CONNECT INTO EXISTING ELECTRICAL MANHOLE.....	15
SP-26	(2550) REPAIR ELECTRICAL MANHOLE – (NUMBER).....	15
SP-27	(2550) DUCT BANK	15
Appendix A	MNOPS Intrastate Anti-Drug/Alcohol Misuse Prevention Self-Assessment	
Appendix B	Operator Qualification Contractor Covered Tasks	
Appendix C	February 15, 2017 Data Report of Geotechnical Exploration	

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

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/
MNOPS Intrastate Anti-Drug/Alcohol Misuse Prevention - Self Assessment	Gas	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/
Operator Qualification Contractor Covered Tasks	Gas	http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

SP-1 NOTICE TO ALL BIDDERS

The 2017 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

The project will construct 686 feet of concrete power duct bank, approximately 900 feet of 20-inch water main, and approximately 960 feet of 6" gas main between 3rd Ave West and 1st Ave West. A temporary water service system is required to service nine customers. Structural repairs will be performed on several concrete electrical vaults. Traffic control and concrete street restoration is also included with this project.

SP-3 CONTACT INFORMATION

Questions regarding this project should be directed to: Howard Smith, Project Engineer for the City of Duluth (ph. 218-730-5092), or email at hsmith@duluthmn.gov.

SP-4 PRE-BID CONFERENCE

A Pre-Bid Conference will be held on Tuesday March 7, 2017 at 10:00 A.M. in Room 106A City Hall, 411 West First Street, Duluth, MN. Potential bidders are strongly encouraged to attend.

SP-5 (1209) DELIVERY OF PROPOSALS

The provisions of MN/DOT 1209 and section 1209 of the City's Construction Standard are modified with the following:

The Bidder shall return paper copies of the following with the submitted Proposal:

- (1) The Bid Proposal on the form attached to the proposal package, with signatures and all Addenda acknowledged;
- (2) The Schedule of Prices with all changes made in ink and initialed, plus initials on all sheets of the exhibit;
- (3) Bid Guaranty (certified check, bank draft, government bond, or bid bond);
- (4) Responsible Contractor Certification forms;
- (5) Equal Employment Opportunity Affirmative Action Policy Statement, and
- (6) Affidavit and Information Required of Bidders.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

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

STAGING OF TRAFFIC CONTROL

The Contractor shall accomplish all work necessary to provide for the safe and convenient use by the public for through and local traffic on all streets affected by the Project and in accordance with the following:

1. Phase 1 – Provide temporary traffic control as shown in the plans and as described herein. These closures shall not begin prior to May 1st, 2017. Phase 1 shall consist of closing Michigan Street between 3rd Ave West and 2nd Ave West. 2nd Avenue West will be closed between Superior Street and Michigan Street and may be used by the Contractor for the temporary storage of equipment and materials. The Contractor shall also accommodate local businesses to receive deliveries on 2nd Avenue West whom are displaced by the Michigan Street closure. DTA operations will be relocated to Superior Street. However, Jefferson Lines will continue to use the DTA ramp exit at 3rd Ave West for passenger loading and unloading and the Contractor shall ensure that this exit is unobstructed at all times and will position temporary traffic control devices accordingly. 3rd Ave West between Superior Street and Michigan Street will be converted to one-way uphill. Notify the City prior to start of construction to cover conflicting traffic signal signs or signal operation for the signal system at 3rd Ave West at Michigan Street and Superior Street. The DTA intends to use the area at the intersection of 2nd Ave West and Superior Street as a temporary bus overflow parking and the Contractor shall facilitate this operation and place traffic control as directed. Michigan Street will be converted to two-way traffic between 2nd Ave West and 1st Ave West to primarily facilitate access to the U.S. Bank parking ramp. The Contractor shall cover all other existing signs that conflict with the one-way conversion at 3rd Ave West and the two-way conversion between 2nd Ave West and 1st Ave West.
2. Phase 2 – Provide temporary traffic control as shown in the plans and as described herein. Phase 2 shall consist of closing Michigan Street between 2nd Ave West and 1st Ave West. Actual closure of 1st Avenue West and the 1st Avenue West/Michigan Street intersection shall be delayed as long as possible until deemed impractical due to water main installation between stations 30+50 and 30+95. When 1st Avenue West is closed between Superior Street and Michigan Street the Contractor may use this space for the temporary storage of equipment and materials. The Contractor must also accommodate local businesses to receive deliveries on 1st Avenue West whom are displaced by the Michigan Street closure. US Bank will provide a temporary entrance to its parking ramp at the intersection of Michigan Street and 2nd Ave West at the location of the proposed entrance and curb cut located at approximate station 26+02 (RT). The Contractor shall facilitate the use of this entrance and shall not obstruct the temporary entrance at any time and will position temporary traffic devices accordingly. 2nd Ave West between Superior Street and Michigan Street will be converted to one-way uphill. Notify the City prior to start of construction to cover conflicting

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

traffic signal signs or signal operation for the signal system at 2nd Ave West at Superior Street. Michigan Street will be converted to two-way traffic between 1st Ave East and 1st Ave West to provide access to parking at the Minnesota Power facility. The Contractor shall cover all existing signs that conflict with the two-way conversion between 1st Ave West and 1st Ave East.

- i. Phase 2 also includes a short term closure of Michigan Street east of 1st Ave West approximately 350-ft east of 1st West to place new concrete pavement near an existing parking lot entrance. This closure shall be limited to one week and the Contractor shall coordinate the closure with Minnesota Power and Enterprise Rental to provide access to the Minnesota Power garage using the existing parking lot entrances.
3. All Phases: The Contractor shall facilitate and assist delivery vehicles with access to buildings during construction.
4. All Phases: The Contractor shall provide continuous, supported orange safety fence on all sides of the work zone and contractor staging areas. The Contractor shall maintain the temporary fencing throughout the project to delineate the work area and prevent public entry into the work zone. Sidewalks shall remain open at all times (4-ft minimum clear from building face) except for short term closures needed to install services or other work in close proximity to the building face. In such cases, the Contractor shall post sidewalk closed signs (on barricades) and supplementary fencing as needed to enclose the work zone.

The Contractor shall provide (50) barrels and (8) Type III barricades with "ROAD CLOSED" signage available on site to allow for interim closures and delineation at the direction of the engineer.

The lump sum traffic control pay item includes but is not limited to: all work identified in the traffic control plans, staging of construction activities in ways not necessarily shown in the plans in accordance with the Contractor's means and methods, completion of all traffic control measures, temporary entrances, furnishing and installing temporary driving surfaces including gravel surfacing and the maintenance of the temporary driving surfaces.

SP-7 (1505) COOPERATION BY CONTRACTORS

The Duluth Transit Authority (DTA) has bus service in the project area which will be affected by this construction. The Contractor shall notify the DTA representative, Rod Fournier, Director of Operations, at (218) 623-4336 prior to the start of the project.

SP-7.1 SPECIAL EVENT COORDINATION

The Superior Man Triathlon race course on August 27th, 2017 travels through the 1st Avenue West and Michigan Street intersection. The Contractor will be required to maintain a minimum 8' wide paved corridor through the applicable portion of the intersection. Backfilling and providing a temporary bituminous path prior to the race day will be acceptable.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

SP-8 (1507) UTILITY PROPERTY AND SERVICE

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

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

The following utility owners have existing facilities which the work under this Contract may affect.

Centurylink	Charter
Minnesota Power	Consolidated Communications (Formerly NESC)
Duluth Energy	Zayo Bandwidth
Compudyne	Paul Bunyan

Any relocation or adjustment of inplace utilities shall occur concurrently with the Contractor's work.

Any exposed utility or pipe shall be re-bedded in clean, compactible sand or as required by the facility owner and shall be considered incidental.

Consolidated Communications and Charter have facilities to remain within the project limits that run parallel to the proposed utility trench and must be supported during the work then adjust location as necessary to remain 6" clearance from the outside of the proposed 6" gas main. The Contractor shall coordinate with utility owners to properly reinstall and backfill utilities. Other utility owners and the City of Duluth have facilities to remain that are also parallel or cross the work perpendicular to the proposed trench and must be fully supported during the work. The Contractor is responsible for protecting inplace utilities to remain and fully supporting the facilities during construction. All costs of coordinating the work in the vicinity of inplace utilities to remain including exposing, supporting (shoring/bracing), working around and backfill shall be considered incidental.

Phase construction of the water main and a temporary water service system are required to construct the main to provide service to buildings during construction and maintain vehicle access. Water main construction shall be performed in accordance with the temporary water service plans and the construction sequencing/staging described therein. Refer to the temporary water service system special provisions for additional requirements.

SP-9 SUBMITTALS

The Contractor shall provide shop drawings of all materials to be furnished for approval by the Engineer before being delivered to the site. All materials shall comply with the City of Duluth, Minnesota Public Works & Utilities Department – Engineering Division Standard Construction

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

Specifications 2017 Edition and Appendix A, 2017 Edition of the Standard Specifications for High Pressure Gas Mains, Transmission Line and Service Installation, Welding Qualifications and Qualifications for Joining PE Pipe. The required submittals should include, but it not necessarily limited to:

1. Drug and Alcohol Misuse Prevention Plan for Employees (Gas Contractor only)
2. Contractor's Operator's Qualifications Plan for Employees (Gas Contractor only)
3. Drug and Alcohol Employee Testing Roster
4. Employee Operator Qualifications List
5. Construction Schedule
6. Traffic Control Plan
7. Pipe Materials
8. Material Testing Records for gas pipe and fittings
9. Electrofusion Couplers
10. Misc. Pipe Fittings, couplers, adapters, service tees, etc.
11. Tracer Wire
12. Valves and Tracer Wire Boxes

SP -9.1 PROPOSED ALTERNATE PRODUCTS

Shop drawings for any materials proposed as a substitute shall be submitted for approval to the City of Duluth Engineering Office 7 days prior to the bid opening for review.

SP-10 (1702) PERMITS, LICENSES, AND TAXES

Contractor shall obtain the MS4 Erosion and Sediment Control Permit from the City.

SP-11 (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 April 24, 2017 or within ten (10) calendar days after the date of Notice to Proceed, whichever is later.
2. Intermediate Completion. The following intermediate completion dates apply to the project.
 - A. Phase 1—All work on Phase 1 shall be complete on or before June 30, 2017 including all utility and final paving work.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

No work on Michigan Street shall be permitted between July 1, 2017 and July 15, 2017 due to festivals on Superior Street (4th Fest and Sidewalk Days) for which Michigan Street is required to be open to traffic.

- B. Phase 2—All work on Phase 2 shall be complete on or before October 1, 2017 including all utility and final paving work.
3. Final Completion. ALL work required under this Contract including final clean up shall be complete on or before October 14, 2017.
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.
- (A) If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed.
- (B) If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.
6. The Contractor is not permitted to work after 4:00 P.M on Friday June 16th, or any portion of Saturday June 17th to avoid conflicts with Grandma’s Marathon activities.
7. 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-12 (1807) FAILURE TO COMPLETE WORK ON TIME

The provisions of MN/DOT 1807 shall apply in full to all Intermediate Completion Dates and the Final Completion Date. In addition, liquidated damages will be charged for intermediate completions dates for phases 1 and 2. Failure to have work completed by these dates shall result in liquidated damages being assessed at a rate of \$1,500 per calendar day.

SP-13 (2301) DRILL AND GROUT DOWEL BAR (EPOXY COATED)

This work shall consist of drilling, grouting, and inserting epoxy coated dowel bars in accordance with the provisions of MnDOT 2301 and the following:

The Engineer will measure by the number of epoxy coated dowel bars that are furnished, installed, and grouted in place as specified. The Engineer will make payment under Item

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

2301.602 (Drill and Grout Dowel Bar (Epoxy Coated)) at the Contract bid price per each, which shall be payment in full for all costs incidental thereto.

SP-14 (2301) DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)

This work shall consist of drilling, grouting, and inserting No. 13 epoxy coated reinforcement bars in accordance with the provisions of MnDOT 2301 and the following:

The Engineer will measure by the number of epoxy coated reinforcement bars that are furnished, installed, and grouted in place as specified. The Engineer will make payment under Item 2301.602 (Drill and Grout Reinforcement Bar (Epoxy Coated)) at the Contract bid price per each, which shall be payment in full for all costs incidental thereto.

SP-15 (2301/2521/2531) CONCRETE PLACEMENT RESTRICTIONS

The Concrete Contractor, or Subcontractor, shall have at least two people with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of them must be onsite for all concrete pours. Certifications shall be provided at the pre-construction conference.

In addition to the pertinent provisions of MN/DOT and the City of Duluth Construction Standards, the following restriction applies to all concrete "flatwork" (i.e. curb, curb and gutter, sidewalk, driveways, pavement) that is typically exposed to road salt and/or deicing chemicals:

The Contractor shall not place concrete flatwork **after October 15th** without the written approval of the City's Chief Engineer of Transportation.

SP-16 (2451) EXCAVATION, BACKFILL AND COMPACTION FOR UTILITIES – TRENCH BACKFILL

Trench backfill above the top of encasement zone and below the subgrade shall be accomplished entirely with suitable salvaged on-site select grading materials meeting the City's Construction Standards. The Contractor shall salvage suitable materials and stockpile them at an offsite location. The Contractor is responsible to procure a suitable stockpile location and protect the stockpiled materials from erosion.

The Engineer will determine if any material is suitable for use as trench backfill.

Where the Engineer determines that acceptable select grading material is not available within the site, the Contractor shall provide imported granular backfill which will be considered Extra Work and the Contractor will be compensated under the provisions of MN/DOT 1904. Any Extra Work payments made for imported backfill shall be considered compensation in full for furnishing backfill materials to the site and disposing of waste excavation. No separate payment will be made for placing and compacting imported backfill materials.

All costs for excavating, placing, compacting and handling (includes hauling away from site and back to site as required due to site's limited space constraints) of salvaged select grading materials for trench backfill shall be considered incidental.

Payment for common excavation by the cubic yard includes the excavation and reuse or disposal off site of existing material between subgrade and bottom of existing pavement.

SP-17 (2503) STEEL CASING

This work shall consist of furnishing and installing steel casing pipe as indicated in the Plans.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

Provide casing spacers and fill annular area between the carrier pipe and the casing pipe with expanding foam to seal each end.

The casing pipe shall be welded steel pipe (new material) with a minimum yield of 35,000 psi. The wall thickness shall be a minimum of 0.250 inch.

Measurement will be made by the length of steel casing pipe installed as specified. Payment will be made under Item 2503.603 (___ in Steel Casing Pipe) at the Contract bid price per linear foot, which shall be compensation in full for all costs incidental thereto including foam bulkheads and spacers.

SP-18 (2504) WATERMAIN

Section 2504 of the Construction Standard is modified with the following:

All electrofusion shall be done in accordance with the City Standard Specifications and the Plastic Pipe Institute's most current edition of the *Polyethylene Piping Systems Field Manual for Municipal Water Applications, M&I Division*. This manual is available on line at plasticpipe.org.

SP-19 (2504) VALVE BOX EXTENSION

This work shall consist of providing new valve box extensions on existing water valves at the locations shown in the plans and in accordance with the City of Duluth Standard Specifications.

1. BASIS OF PAYMENT

Payment will be made under Item 2504.602 (Valve Box Extension) at the Contract bid price per each, which shall be compensation in full for removal and disposal of the existing valve box extension and furnishing and installation of a new valve box extension with lid.

SP-20 (2504) CASTING ASSEMBLY

This work shall consist of providing new casting assemblies at the locations shown in the plans and in accordance with the City of Duluth Standard Specifications.

1. BASIS OF PAYMENT

Payment will be made under Item 2506.516 (Casting Assembly) at the Contract bid price per each, which shall be compensation in full for removal and disposal of the existing casting assembly and furnishing and installation of a new casting assembly (frame and lid). If the Engineer requests to re-use the existing castings, either (a) the Contractor and Engineering shall negotiate a credit for the un-used new castings, or (b) the Contractor shall deliver the new castings to a City storage facility to be determined.

SP-21 (2504) TEMPORARY WATER SERVICE SYSTEM

This work shall consist of constructing a temporary water service system for the phased construction of the water main as described in the plans and these special provisions to provide

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

continuous water service (except for those interruptions specifically allowed by these special provisions) to buildings served by the water main to be replaced. All work shall be performed in accordance with these Special Provisions and the City of Duluth Standard Specifications.

The existing water main to be replaced consists of 16-inch cast iron pipe installed during the 1880s. The water main system operates under pressures ranging between 110 psi to 135 psi. The contractor will take appropriate precautions when working with or excavating around the pipe given the age of the system and operating pressures to avoid damage to the existing system to remain.

Dedicated water services for fire protection connected to the main do not need provisions for temporary water.

Provide a minimum 48 hours' notice to City of Duluth and affected buildings prior to any service interruption. Several buildings will have water shut down restrictions, and the City reserves the ability to schedule night time shutdowns as outlined in the water main procedures for the Contractor to connect or remove the temporary water system if deemed necessary.

All other service connection interruptions on the project shall be limited to a maximum of 8 hours to connect the main to the temporary water service system and a maximum of 8 hours to reconnect the existing service to the permanent water system.

Where the temporary main crosses walks or roadways subject to public traffic (vehicle or pedestrian) or construction traffic during construction the contractor shall construct traffic rated crossings using pipe manifolds, ramps and other measures subject to the approval of the Engineer to maintain traffic and protect the temporary main without restricting the temporary service flows. Pedestrian crossings must be ADA compliant and protect pedestrians against edge drop-off. Where ADA compliant crossing cannot be installed due to existing grades or conditions, a non-ADA compliant crossing shall be installed to remove any trip hazard for and the Contractor shall be responsible for identifying and signing an alternate accessible Temporary Pedestrian Access Route. Vehicle crossings must be signed to slow traffic and painted to ensure visibility and secure. Where temporary mains are installed adjacent to walks or roadways subject to public traffic, the main shall be securely placed (anchored) at the perimeter of the walk or roadway to prevent movement and out of the path of traffic (vehicle or pedestrian). Provide supplemental markings, ribbon, temporary fence or signage as needed to warn pedestrians of potential trip hazards. At a minimum, pedestrian crossings across the temporary water main shall be provided at Superior Street at hydrant connections; at temp main crossings at Michigan Street; and at temporary service locations that enter buildings. For the service connection to at Minnesota National Bank, provide a secure, traffic rated cover at the vault manhole lid. All temporary crossing work described shall be considered included for payment under the Temporary Water Service System pay item.

The following procedure is a detailed sequence of steps that shall be followed to construct the replacement water main and provide the temporary water service system.

- 1. Phase 1-MICHIGAN STREET (3rd Ave West to 2nd Ave West)**
 - a. CONSTRUCT PHASE 1 TEMPORARY WATER SERVICE SYSTEM

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

- i. Implement Phase 1 temporary traffic control.
 - ii. Construct phase 1 temporary water main per the details and plans. Connect temporary main to hydrant H107755 at the SE corner of Superior Street and 3rd Ave West.
 - iii. Inject chlorine for disinfection.
 - iv. Flush and obtain disinfection sample for testing.
 - v. The City will shutdown existing service valves for short term service interruptions to connect existing building services to the temporary water service system.
 - vi. Connect existing services to temporary water service system per the details and plans.
 - 1. The Contractor shall coordinate with the Minnesota National Bank Building to remove a manhole cover from the below sidewalk building vault and route the temporary water service into the vault, and connect directly to the water meter plumbing.
 - 2. The Contractor shall coordinate with the Sellwood Building to remove a vent cover at the building face on Michigan Street and route the temporary water service into the vault, and connect directly to interior building plumbing. Coordinate connection with building owner.
- b. SHUTDOWN #1-CONSTRUCT TEMPORARY DEAD END THRUST BLOCKING
- i. Provide removals and excavation necessary to expose the existing water main at:
 - 1. Station 26+70: preparatory to constructing the TEMPORARY DEAD END THRUST BLOCKING at this location per the detail in the plans.
 - ii. The existing water main will be shutoff by the City of Duluth (valves W23599 (3RD Ave West), W02535(2nd Ave West), W02285 (2nd Ave West), W02303 (1st Ave West), and W02541 (1st Ave West)).
 - iii. Shutdown will occur over the weekend between 9 am on Saturday and 5 pm on Sunday (exact times are subject to change at City discretion).
 - iv. Drain existing mains to install caps.
 - v. Construct the TEMPORARY DEAD END THRUST BLOCKING at Station 26+70. All pipe and fittings shall be swabbed with chlorine solution.
 - vi. Backfill the concrete thrust blocking after the concrete hardens.
 - vii. At 5 pm on Sunday, the City will open valves W02303 and W02451.
- c. CONSTRUCT PHASE 1 WATER MAIN
- i. Isolate the existing main within Phase 1. The City will close existing valves W23599 (3rd Ave West), W02285 (2nd Ave West).
 - ii. A minimum of 25-ft of undisturbed soils shall be left in place between the TEMPORARY DEAD END THRUST BLOCKING and the water main excavation and new valve installation at Sta 26+40 (see detail).
 - iii. Construct the phase 1 water main as show in the plans. The new water main will be constructed in the same trench as the existing water main.
 - iv. Inject chlorine for disinfection. Provide temporary port as necessary.
 - v. Flush water main from new valve on Michigan Street through a 20" test cap after the 20" butterfly valve at station 26+40.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

- vi. Obtain disinfection sample for testing.
- vii. Pressure test new main.
- viii. The City will open valves to restore permanent water service.
- ix. Reconnect existing services and hydrant leads to new main. Air test all service saddles at 150 PSI for 30 minutes prior to tapping main.
- x. Remove Phase 1 temporary water.

2. Phase 2-MICHIGAN STREET (2nd Ave West to 1st Ave West)

a. CONSTRUCT PHASE 2 TEMPORARY WATER SERVICE SYSTEM

- i. Implement Phase 2 temporary traffic control in accordance with the plans.
- ii. Construct phase 2 temporary water main per the details and plans.
- iii. Connect the temporary 6" main to hydrant H10771 at the SE corner of 2nd Ave West and Superior Street.
- iv. Connect the temporary 2" main to hydrant H10765 at the SE corner of 1st Ave West and Superior Street.
- v. Temporary mains shall not be permitted to cross 2nd Ave West or 1st Ave West due to traffic and delivery vehicles using streets.
- vi. Inject chlorine for disinfection.
- vii. Flush and obtain disinfection sample for testing.
- viii. The City will shutdown existing service for short term service interruptions to connect existing building services to the temporary water service system.
- ix. Connect existing services to temporary water service system per the details and plans.
 - 1. The Contractor shall coordinate with the Minnesota Power to route the temporary water service into the building and connect directly to the water meter plumbing.
- x. Remove the Phase 1 temporary water system.

b. CONSTRUCT PHASE 2 WATER MAIN

- i. Isolate the existing main within Phase 2. The City will close existing valve W02303 and existing valve W02541.
- ii. Expose and remove the TEMPORARY DEAD END THRUST BLOCKING near Sta. 26+70.
- iii. Construct the phase 2 water main as show in the plans. The new water main will be constructed in the same trench as the existing water main.
- iv. Maintain the Minnesota Power building (10 W Superior Street) on its existing water service for as long as practicable during Phase 2. The contractor shall maintain a 55-ft offset of undisturbed material between existing valve W02541 and the new water main trench excavation and new 20-inch valve at Sta 30+40 to restrain the existing valve.
- v. When the work proceeds to Sta 30+40 and the installation of the new 20-inch valve, the City will close existing valve W10717 near Lake Avenue and confirm / coordinate Minnesota's Power connection to the temporary water service system.
- vi. Inject chlorine for disinfection. Provide temporary port as necessary.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

- vii. Flush water main from the test cap on the new valve at sta. 30+40 on Michigan Street.
- viii. Obtain disinfection sample for testing.
- ix. Pressure test new main.
- x. Construct the PERMANENT WATER CONNECTION ASSEMBLY per the detail in the plans. All pipe and fittings shall be swabbed with chlorine solution.
- xi. Backfill the permanent concrete thrust blocking after the concrete hardens.
- xii. The City will open valves to restore permanent water service.
- xiii. Reconnect existing services to the new main. Air test all service saddles at 150 PSI for 30 minutes prior to tapping main.
- xiv. Remove Phase 2 temporary water.

METHOD OF MEASUREMENT

No separate measurement will be made for any of the individual items that constitute the temporary water service system including the temporary water service system for each phase of construction; temporary water main pipe; temporary water main service connections (including shutoffs, transition fittings, couplers, or joint restraint); hydrant connections; pedestrian or vehicle crossings; building owner coordination; water main and service disinfection or testing; removals; temporary dead end thrust blocking; temporary water connection assemblies; or any other component described in these special provisions or as otherwise required to provide the complete temporary water system for the project.

1. BASIS OF PAYMENT

Payment will be made under Item 2504.601 (Temporary Water Service System) at the Contract lump sum, which shall be compensation in full all labor, equipment, materials and other incidentals necessary to provide, protect, maintain, and remove the temporary water service system.

Based on the lump sum Contract price for temporary water service satisfactorily installed, partial payments will be made as follows:

- (a) When the work to install and place the temporary water service system for Phase 1 is completed, 40% of the amount bid for Temporary Water Service System shall be paid.
- (b) When the work to install and place the temporary water service system for Phase 2 is completed, 50% of the amount bid for Temporary Water Service System shall be paid.
- (c) When all work related to the Temporary Water Service System is complete and removed and permanent service is restored, 10% of the amount bid for Temporary Water Service System shall be paid.

SP-22 (2505) 6" PE GAS MAIN

This work shall consist of constructing gas main on the project including connections to existing gas main. The Contractor shall supply the City with valves, fittings, and caps necessary for the City to install end connections as shown on the plans and described in this section. All work shall be performed in accordance with these Special Provisions and the City of Duluth Standard

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

Specifications including Appendix A, Standard Specifications for High Pressure Gas Mains, Transmission Line and Service Installation, Welding Qualifications, and Qualifications for Joining PE Pipe, except as modified herein.

A. Testing Locate Wire Continuity

The Contractor shall be responsible for electrically testing the locating wire continuity after installation of each section of continuous tracer wire. The Department inspector must witness this test. If the continuity test fails, the Contractor shall be responsible for repairing or reinstalling the tracer wire and retesting the locating wire continuity. The Contractor shall be responsible for the installation of at least one locating wire with electrical continuity throughout the entire length. No payment shall be made for a pipe with a tracer wire that has not passed a continuity test. All costs of electrically testing the locating wire continuity, repairing continuity or reinstalling the tracing wire and retesting the locating wire continuity shall be considered incidental to the installation of the pipe and shall be the Contractor's responsibility.

B. Electrofusion Procedures

The Contractor is required to prepare the pipe by peeling away a thin outside layer of the pipe surface to remove oxidation and other contaminants. Under no circumstances may the Contractor use abrasives, hand paint scrapers, grinding wheels, or other devices that do not cleanly remove the contaminated material. Only the use of an appropriate peeling tool, as recommended by the pipe or fitting manufacturer and approved by the Public Works and Utilities Department will be allowed. Peel a thin layer of the pipe surface until the outer layer or "skin" of the pipe has been removed to expose a clean, virgin pipe material in accordance with the pipe manufacturer's recommendation. Inspect the entire peeled area to ensure total exposure of virgin pipe. For pipe smaller than 6-inch, if a coupling is to be pushed completely over one pipe end, peel the pipe end for the entire length of the coupler to prevent contamination of the coupler by sliding over un-scraped pipe.

C. Fusion Qualification Procedures

Contractor fusers must successfully complete a fusion qualification test prior to the start of gas main construction operations before being permitted to make joints on the Public Works & Utilities Department's plastic PE gas system. Fusers will be qualified according to the procedures in Section 28 of Appendix A, 2017 Standard Specifications for High Pressure Gas Mains, Transmission Line, and Service Installation, Welding Qualifications and Qualifications for Joining PE Pipe, included in the City of Duluth, Minnesota, Public Works & Utilities Department – Engineering Division Standard Construction Specifications 2017 Edition. This fusion qualification test must be scheduled approximately two weeks in advance with the City of Duluth by an Engineering Technician, to make an appointment please call (218) 730-5200.

D. Gas Main Connection Procedures

The Contractor will expose the existing gas main at each of the connecting locations. The City will shut down the existing mains and install the tees, reducers, valves, and caps as detailed in the plans for the end connections. The Contractor will supply these parts to the City. When the City's installations are complete, a new valve will isolate a short stub

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

of capped pipe that the Contractor will connect the new phase 1 and phase 2 6" pipe segments to. The gas main installed in each phase will be tested and activated before completion of that phase. The Contractor will need to provide means for purging the new gas main air to gas in each phase as directed by the Engineer. The City will furnish and install a 6"x2" High Volume Tap Tee and valve to reconnect the existing 2" gas pipe located at station 24+80. The City will close valves to isolate the completed phase 1 gas main when the Contractor connects phase 1 and phase 2 together at station 26+50.

SP-23 DRUG AND ALCOHOL TESTING FOR GAS WORK

This contract will require compliance with Federal regulations which requires pre-employment, post-accident, and reasonable cause drug and alcohol testing of employees, contractors and

other workers. Random drug testing shall also be required under this contract.

Prior to the issuance of the Notice to Proceed, contractors/vendors performing work covered by the DOT drug and alcohol testing rules as set forth in 49 CFR Part 199 and Part 40, shall provide the following documentation for review for compliance with RSPA/DOT regulations:

1. Anti-Drug Plan and any addenda issued thereto.
2. Alcohol Misuse Prevention Plan and any addenda issued thereto.
3. Minnesota Office of Pipeline Safety Intrastate Anti-Drug and Alcohol Misuse Prevention Self-Assessment Form. An electronic version of the form is available at https://dps.mn.gov/divisions/ops/reports-and-statistics/Documents/MNOPS-SelfAssessment-Document_2015.pdf The Contractor(s) installing natural gas mains must either submit this form electronically and provide the City of Duluth with a copy of the submittal, or a hard copy may be submitted directly to the City of Duluth.
4. The name and job title of the employees performing any work or functions covered by Part 199.

At the end of the calendar year, any Contractor whom performed work on the City of Duluth's Natural Gas system will also be required to submit a copy of their U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Form. As a Contractor this information is required to be submitted with the City of Duluth's annual report to PHMSA. Contractor shall obtain an Operator ID from PHMSA and submit the annual drug testing data to the online PHMSA Portal Website in January of the following year.

SP-24 OPERATOR QUALIFICATION FOR GAS WORK

This contract may require contractor personnel to perform covered tasks on the City of Duluth's natural gas system. To work on the natural gas system, the Contractor's personnel must be qualified to perform any of the covered tasks identified in the City of Duluth Operator Qualification Plan. Prior to the issuance of the Notice to Proceed, contractors, sub-contractors or vendors performing any of these covered tasks shall submit their Operator Qualification Plan and a list of employees' names, job titles and covered tasks to be performed under this contract to

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

the Engineer for approval. The Contractor's Operator Qualifications for each employee should be cross referenced to the City of Duluth's Operator Qualifications requirements such that each course taken by the contractor's employee will identify the equivalent City of Duluth Operator Qualifications required course. The Operator Qualification Plan must be approved by the City before a Notice to Proceed will be issued.

SP-25 (2550) CONNECT INTO EXISTING ELECTRICAL MANHOLE

This work consists of connecting proposed duct bank to existing electrical manholes in accordance with the details in the plans including all costs incidental thereto, including but not limited to all labor, materials, trenching, subgrade preparation, class 5 aggregate base, precast duct bank installation, and backfill.

BASIS OF PAYMENT

Payment will be made under Item 2550.602 (Connect into Existing Electrical Manhole) at the Contract bid price per each, which shall be compensation in full for all labor, equipment and materials required to connect to the existing manhole. Any damage caused to the existing structure shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

SP-26 (2550) REPAIR ELECTRICAL MANHOLE – (NUMBER)

This work consists of repairing existing electrical manholes in accordance with the details in the plans including all costs incidental thereto, including but not limited to all labor, equipment and materials.

1. BASIS OF PAYMENT

Payment will be made under Item 2550.602 (Repair Electrical Manhole Type – (NUMBER)) at the Contract bid price per each, which shall be compensation in full for all labor, equipment and materials required to repair the existing manhole. Any damage caused to the existing structure shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

SP-27 (2550) DUCT BANK

1. DESCRIPTION

This work consists of constructing concrete duct bank in accordance with the Plans, the MnDOT standard specifications, the manufacturer's recommendations, the applicable NECA/NEIS/NEMA standards, and the following:

Duct bank is hereby defined as a system of parallel ducts grouped together and installed in concrete as indicated in the plans and described in these special provisions.

2. MATERIALS

Ducts shall consist of 6-inch PVC pipe supplied by Minnesota Power and installed by Contractor. Ducts shall be supplied F.O.B. Minnesota Power's facility on Arrowhead Road. Contractor shall supply all other materials required for duct bank construction.

Concrete for duct bank shall be a dyed red, high-early 2,500 psi ready mix with ½" pea gravel.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

3. CONSTRUCTION REQUIREMENTS

- A. Excavate for duct bank installation to depth and grade indicated in drawings.
- B. Compact the trench subgrade to a firm and unyielding condition with a ride-on vibratory compactor with a minimum compaction force of 9,000 pounds. Notify the engineer of soft spots for potential correction.
- C. Place class 5 aggregate base. Compact base to 100% relative compaction.
- D. Cut duct square using saw or pipe cutter; de-burr cut ends.
- E. Insert duct to shoulder of fittings; fasten securely using cement.
- F. Install no more than equivalent of three 90-degree bends between pull points.
- G. Provide suitable fittings to accommodate expansion and deflection where required.
- H. Stagger duct joints vertically in concrete encasement 6 inches minimum, center to center.
- I. Locate parallel ducts with 7-1/2 inches separation, center to center.
- J. Use spacers and chairs installed not greater than 8 feet on centers.
- K. Securely band ducts together and anchor ducts to prevent movement during concrete placement (every 8-ft minimum between spacers). Provide reinforcing bars driven 6-inches (min.) into aggregate base and through edges of spacers to stabilize the pipe and spacers during pour.
- L. Place concrete formwork that is true and plumb to the dimensions of the duct bank shown in the plans.
- M. Encase ducts in concrete. Provide minimum 3 inch concrete cover at bottom, top, and sides of duct bank. Place concrete under provisions of MnDOT 2461. Concrete shall obtain a minimum of 75% of the specified strength prior to backfill. In no case shall concrete be backfilled in less than 24 hours from completion of pour.
- N. Connect to existing concrete duct bank encasement or precast duct embankment using dowels.
- O. Connect to existing manholes as shown in the plans.
- P. Use suitable caps to protect installed duct against entrance of dirt and moisture. Clean and swab pipe as required.
- Q. Pass a mandrel (diameter ½" smaller than duct diameter and 6-inches long) through each duct. If mandrel fails to pass, investigate obstruction or misalignment and correct.
- R. Provide suitable pull tape (mule tape) in each empty duct except sleeves and nipples.
- S. Provide flared bell housing at interior of all manholes.
- T. Backfill duct bank excavation under the provisions of MnDOT 2105. Backfill shall have less than 20% passing the #200 sieve. Where native material is not suitable provide granular backfill. Spread backfill in loose lifts of approximately 8-inches. The relative compaction of trench backfill shall conform to the following:
 - a. Below pavements, within 3 feet of subgrade: 100% (optimum moisture: -3% to +3%);
 - b. Below pavements, more than 3 feet below subgrade elevations: 95% (optimum moisture: -3% to +3%); and,
 - c. Below turf or landscaped areas: 90% (optimum moisture: n/a)

Measurement will be made by the lineal foot of duct bank acceptably constructed as specified. No measurement will be made for the installation of any single or individual component of the duct bank system.

SPECIAL PROVISIONS
City Job Number: 1601
2017 MICHIGAN STREET UTILITY RECONSTRUCTION FROM 1ST AVE WEST TO 3RD AVE WEST
February 23, 2017

Payment will be under Item 2545.603 (Duct Bank) at the Contract bid price per lineal foot of concrete duct bank constructed. Payment shall be compensation in full for all costs to construct the concrete duct bank complete and in place including all costs incidental thereto, including but not limited to all labor, materials, equipment, trenching, disposal of excavated material, subgrade preparation, class 5 aggregate base, duct installation, spacer installation, spacer anchors, duct banding, concrete reinforcement, concrete encasement, integral concrete color, pull tape, and backfill.

- END -

APPENDIX A

MNOPS Intrastate Anti-Drug/Alcohol Misuse Prevention Self-Assessment

**MINNESOTA OFFICE OF PIPELINE SAFETY
INTRASTATE ANTI-DRUG and ALCOHOL MISUSE PREVENTION
SELF-ASSESSMENT FORM**

Date: _____

Operator's IOCS ID: _____
(To be filled in by MnOPS)

Inspection Unit's IOCS ID: _____
(To be filled in by MnOPS)

Operator's Name: _____

Name/Title of Person Responsible for Completing This Form: _____

Company Address: _____

Company Telephone No.: (_____) _____

Type of Facility	_____ Gas Transmission	_____ Hazardous Liquid Pipeline
	_____ Gas Distribution	_____ Liquefied Natural Gas

Anti-Drug and Alcohol Misuse Plan/Policy Developed by: _____
(Name of individual or company)

Anti-Drug and Alcohol Misuse Testing Program Administered by: _____
(Name of individual or company)

Contractor's Records Maintained by: _____
(Name of individual or company)

Specimen Collection Conducted by: _____
(Name of individual or company)

Breath Alcohol Test Conducted by: _____
(Name of individual or company)

I, the undersigned, certify that the information provided on this Minnesota Office of Pipeline Safety, Anti-Drug and Alcohol Misuse Prevention Self-Assessment Form is, to the best of my knowledge and belief, true, correct, and complete.

Signature

Date of Signature

Title

(_____) _____
Phone Number

NOTE: If any question on the following self-assessment form is answered by other than a "YES" response, please identify the question and explain in the "COMMENTS" area at the bottom of the page, or attach an additional sheet.

**MINNESOTA OFFICE OF PIPELINE SAFETY
INTRASTATE ANTI-DRUG and ALCOHOL MISUSE PREVENTION
SELF-ASSESSMENT FORM**

§§199.1, 199.200 and §40.1	COMPLIANCE
1. Is your company continuing to comply with the drug and alcohol testing regulations as required under 49 CFR Parts 199 and 40?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
§§199.7 and 199.202	COMPLIANCE
1. Is your company continuing to maintain written anti-drug and alcohol misuse prevention plans?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
2. Have there been any significant changes to the policy/plans? <i>Please provide MnOPS with a copy of any changes.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
<p>PLEASE PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF THE FOLLOWING: USE AN ADDITIONAL SHEET OF PAPER IF NECESSARY.</p>	
§§199.7, 199.11 and §40.33	MEDICAL REVIEW OFFICER(s)
Name: _____ Phone Number: (____) _____	
Address: _____ _____ _____	
§199.243	SUBSTANCE ABUSE PROFESSIONAL(s)
Name: _____ Phone Number: (____) _____	
Address: _____ _____ _____	
§199.13 and §§40.25, 40.29 and 40.39	DRUG TESTING LABORATORY(s)
Name: _____ Phone Number: (____) _____	
Address: _____ _____ _____	
§§199.19 and 199.243	EMPLOYEE ASSISTANCE PROGRAM(s)
Name: _____ Phone Number: (____) _____	
Address: _____ _____ _____	

COMMENTS

§§199.21 and 199.245	COMPLIANCE
-----------------------------	-------------------

**MINNESOTA OFFICE OF PIPELINE SAFETY
INTRASTATE ANTI-DRUG and ALCOHOL MISUSE PREVENTION
SELF-ASSESSMENT FORM**

1. Does your company monitor those contractors and subcontractors who perform functions covered by the drug/alcohol plan?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
2. Has the method of contractor monitoring changed? <i>If so, please specify what changes were made.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
§§199.23 and 199.227	COMPLIANCE
1. Are all drug/alcohol records maintained in a secure location?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
2. By Whom: Operator/Service Provider/Contractor Name: _____ Phone Number: (____) _____	
§§199.25 and 199.229	COMPLIANCE
1. Has your company maintained the necessary MIS data sheets?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
2. Who maintains the data? Name: _____ Phone Number: (____) _____	
§§40.51 and 40.93	
1. Who supplies your company's trained Breath Alcohol Technicians and Screening Test Technicians? <i>(Use an additional sheet of paper if necessary.)</i> Service Provider's: Name: _____ Phone Number: (____) _____	
§§40.53 and 40.91	COMPLIANCE
1. Does your company only use devices listed on the Conforming Products List?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
2. Please provide the name, model and serial number of the device(s) used. Name: _____ Model: _____ Serial No.: _____	

COMMENTS

SECTION INITIALLY LEFT BLANK FOR UPDATES/CHANGES IN CODES

APPENDIX B

Operator Qualification for Contractor Covered Tasks

OPERATOR QUALIFICATIONS

rev 6-29-2016

Contractor Covered Tasks

F = FOREMAN,

O = OPERATOR

L = LABOR/FUSOR

T = TRUCKDRIVER / OTHERS

FUSORS MUST TAKE 1002,1003, & 1006

CT Summary No.		CT Summary Title
	F,O,L	Abnormal Operating Conditions
0101	F,O,L	Characteristics of Natural Gas
0401		Corrosion Monitoring--Atmospheric, External, and Internal
0402		Coating Maintenance
0402b		New Coating
0501		Anode System Maintenance
0503		Cathodic Protection System--Electrical Connections
0511		Soil Resistivity Testing
0512		Pipe-to-Soil Testing
0701		Locating, Installing, Protecting Customer Meters and Regulators
0702		Customer Pressure Regulating, Limiting, and Relief Devices
0801		Locating Pipeline
0802	F,O,L	Protection During Disturbance of Segment Support
0803	F,O,L	Inspection for Damage
0804	F,O,L	Damage Prevention During Excavation
0901		System Patrolling
1002	L	Plastic Pipe--Electrofusion Couplings
1003	L	Plastic Pipe--Butt Heat Fusion
1004		Plastic Pipe--Sidewall Heat Fusion OPTIONAL
1005		Mechanical Joints
1006	L	Plastic Pipe--Socket Heat Fusion
1201		Leakage Survey--Walking and Mobile
1202		Outside Gas leakage Investigation, Pinpointing and Grading
1203		Inside Gas Leakage Investigation
1301	F,O,L	Leak and Strength Test--Service Lines, Mains, Transmission Lines
1401	F,O,L	Abandonment or Deactivation of Facilities
1402	F,O,L	Backfilling
1404		Casting Vents and Seals
1405	F,O,L	Underground Clearances
1408	F,O,L	Installation of Plastic Pipe
1409		Installation of Steel Pipe

CT Summary No.		CT Summary Title
1410	F,O,L	Cover Service Lines, Mains, Transmission Lines
1411		Inspection
1413		Line Markers
1414	F,O,L	Pipeline Shutdown, Startup, or Pressure Change
1415	F,O,L	Protection from Hazards
1417	F,O,L	Protection When Minimum Cover Not Met
1418	F,O,L	Purging
1421		Installation of Steel Pipe--Repair of Imperfections and Damages
1422		Segment Repair, Replacement, or Alteration Service, Main or Transmission
1424		Support and Anchor Maintenance
1426	F,O,L	Tapping Steel and Plastic Pipe
1427	F,L	Valve Maintenance
1432		Leak Clamps and Sleeves
1501		Odorization--Mains and Transmission Lines
1803		Pressure Regulating, Limiting, and Relief Device - O & M
2010	F,O,L	Installing Service Lines
2011	F	Prevention of Accidental Ignition
2014	F,O,L	Service Lines Not in Use and Service Disconnections
2301		Upgrading Steel Pipelines to a Pressure that will Produce a Hoop Stress 30% or More of SMYS
2302		Upgrading Pipelines to a Pressure that will Produce a Hoop Stress Less than 30% SMYS
2401		Welding Process
2402		Visual Inspection of Welds
2403		Nondestructive Testing of Welds
2405		Miter Joints
2705		Gas Control Remote

APPENDIX C

February 15, 2017 Data Report of Geotechnical Exploration



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

DATA REPORT OF GEOTECHNICAL EXPLORATION

Proposed Road Improvements and Gas Main
Michigan Street and 4th Street
Duluth, Minnesota

AET Project No. 07-06864

Date:

February 15, 2017

Prepared for:

City of Duluth
Room 211 City Hall
411 West 1st Street
Duluth, Minnesota 55802





February 15, 2017

Mr. Howard Smith, P.E
Project Engineer, City of Duluth
Room 211 City Hall
411 West 1st Street
Duluth, Minnesota 55802

RE: Data Report of Geotechnical Exploration
Proposed Road Improvements and Gas Main
Michigan Street and 4th Street
Duluth, Minnesota
AET Project No. 07-06864

Dear Mr. Smith:

We are pleased to present a report of the results of our subsurface exploration program for the Road Improvement and Gas Main projects in Duluth, Minnesota.

We are submitting one electronic (pdf) copy of the report; this report is the instrument of service defined in our proposal. We will mail additional hard copies upon request.

We have enjoyed working with you on this phase of the project. Please contact us if you have questions about the report.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink, appearing to read 'Thomas M.R. Lamb', is written over a light blue horizontal line.

Thomas M.R. Lamb, PE
Principal Engineer

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street
Duluth, Minnesota
February 15, 2017
AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

SIGNATURE PAGE

Prepared for:

Mr. Howard Smith, P.E.
Project Engineer, City of Duluth
Room 211 City Hall
411 West 1st Street
Duluth, Minnesota 55802

Prepared by:

American Engineering Testing, Inc.
4431 West Michigan Street, Suite 4
Duluth, Minnesota 55807
(218) 628-1518/www.amengtest.com

Authored by:



Chelsea Nissen Buck, G.I.T
Staff Geologist

Reviewed by:



Thomas M.R. Lamb, P.E
Principal Engineer

I hereby certify that this report was prepared by
me or under my direct supervision and that I am
a duly Licensed Professional Engineer under
Minnesota Statute Section 326.02 to 326.15

Name: Thomas M.R. Lamb

Date: February 15, 2017 License #: 17291

Copyright 2017 American Engineering Testing, Inc.
All Rights Reserved

Unauthorized use or copying of this document is strictly prohibited by anyone other than the client for the specific project.

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street
Duluth, Minnesota
February 15, 2017
AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

TABLE OF CONTENTS

Transmittal Letter.....	i
Signature Page	ii
TABLE OF CONTENTS.....	iii
1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 SUBSURFACE EXPLORATION AND TESTING	1
4.0 SITE CONDITIONS.....	2
4.1 Subsurface Conditions	2
5.0 LIMITATIONS.....	3

APPENDIX A	Geotechnical Field Exploration and Testing
	Boring Log Notes
	Unified Soil Classification System
	Figure 1 – Approximate Boring Locations
	Subsurface Boring Logs
	Gradation Curves

APPENDIX B	Geotechnical Report Limitations and Guidelines for Use
------------	--

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street
Duluth, Minnesota
February 15, 2017
AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

1.0 INTRODUCTION

The City of Duluth (the City) is planning two projects. The first is to upgrade Michigan Street and the second project is a new 8" gas main on 4th street. The City requested borings on Michigan Street to determine soil type and possible reuse of fill material and on 4th Street to determine depths of refusal.

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal with the City dated December 6, 2016. The authorized scope consists of:

- Contacting Gopher State One Call to locate public underground utilities at the site.
- Performing four soil borings to depths of 10 feet each or refusal on Michigan Street.
- Performing eleven flight auger borings to 8 feet each or refusal on 4th Street.
- Performing routine laboratory testing of the soils (one gradation per boring on Michigan Street).
- Preparing a data report presenting the soil boring logs and a description of drilling and sampling methods used to perform the borings.

These services are intended for geotechnical purposes. The scope is not intended to explore for the presence or extent of environmental contamination in the soil and groundwater.

3.0 SUBSURFACE EXPLORATION AND TESTING

Michigan Street (Project 1)

Four standard penetration test (SPT) soil borings were drilled to depths of 7 to 11.5 feet on January 19, 2017. The borings are along the road from just west of S 2nd Ave West to S 1st Ave west. AET staked the boring locations based on the provided boring location plans, which are shown on Figure 1 in Appendix A.

We drilled the borings using 3¼-inch inside diameter hollow stem augers. The boring logs and details of the drilling methods we used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic description, and moisture condition. The relative density or consistency is also noted for the natural soils, based on the Standard Penetration resistance (N-value).

The laboratory test program included water content tests and four gradations. These results appear on the right hand side of the logs adjacent to the sample on which the test was performed. Gradation curves are attached in Appendix A.

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street
Duluth, Minnesota
February 15, 2017
AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

4th Street (Project 2)

Eleven flight auger borings were drilled to depths of 3 to 8 feet were drilled on January 19, 2017. AET did not obtain any samples for additional testing. AET staked the borings based on the boring location plan provided by the City. Boring location adjustments were made for access and to avoid utilities. The City surveyed the final boring locations and elevations. We drilled the borings using 4-inch flight augers.

4.0 SITE CONDITIONS**4.1 Subsurface Conditions*****Michigan Street***

The borings encountered fill to depths between 7 and 9½ feet deep. The fill consisted of silty sand or sand with silt and varying amounts of gravel. Below the fill, naturally-occurring glacial till was encountered to the termination depths of the borings. The glacial till was predominantly silty sand with varying amounts of gravel. The N-values recorded within these naturally deposited soils range from 7 to 50+, indicating these soils are medium dense to very dense. M-3 had a layer of fine alluvial deposits between 7 and 9 feet that consisted of lean clay with a little gravel. Borings M-3 and M-4 encountered auger refusal at 10.1 and 7.1 feet, respectively. The cause of refusal is not known, it could be very dense soil or bedrock.

Groundwater was not encountered in any of the borings on the day of drilling. The silty and clayey fill and natural soils encountered in our borings have a low to moderate permeability, and an extended period of time (hours or days) may be needed for groundwater levels to reach equilibrium in open boreholes. It would be necessary to install piezometers (monitoring wells) in order to obtain accurate groundwater level readings on the site, and such an installation was beyond our authorized scope of services.

The groundwater levels on this site will vary in elevation seasonally and annually depending on local precipitation, infiltration, and runoff. The presence or absence of groundwater will depend in part on precipitation or snow melt prior to construction.

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street
Duluth, Minnesota
February 15, 2017
AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

4th Street

A summary of flight auger depths below grade is provided below.

Boring Number	General Location	Flight Auger Depth (Feet)
FA-01	Shoulder	8.0
FA-02	Sidewalk	3.5*
FA-03	Sidewalk	3.0*
FA-04	Sidewalk	8.0
FA-05	Median	8.0
FA-06	Median	8.0
FA-08	Median	8.0
FA-09A	Shoulder	8.0
FA-09B	Shoulder	8.0
FA-10	Shoulder	8.0
FA-11	Shoulder	8.0

*depth of auger refusal

5.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled "Geotechnical Report Limitations and Guidelines for Use."

Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street

Duluth, Minnesota

February 15, 2017

AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

Appendix A

Geotechnical Field Exploration and Testing

Boring Log Notes

Unified Soil Classification System

Figure 1 – Approximate Boring Locations

Subsurface Boring Logs

Gradation Curves

Appendix A
Geotechnical Field Exploration and Testing
AET Project No. 07-06864

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling four standard penetration test borings. The locations of the borings are shown on Figure 1, preceding the subsurface boring logs.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS) - Calibrated to N_{60} Values

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. After an initial set of 6 inches, the number of hammer blows to drive the sampler the next 12 inches is known as the standard penetration resistance or N-value.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as “DS” or “SU” on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of “topsoil” layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification System (USCS). The USCS is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USCS, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

Appendix A
Geotechnical Field Exploration and Testing
AET Project No. 07-06864

A.5 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.5.1 Water Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.5.2 Sieve Analysis of Soils (thru #200 Sieve)

Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

A.6 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS	
Symbol	Definition
B,H,N:	Size of flush-joint casing
CA:	Crew Assistant (initials)
CAS:	Pipe casing, number indicates nominal diameter in inches
CC:	Crew Chief (initials)
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RD:	Rotary drilling with fluid and roller or drag bit
REC:	In split-spoon (see notes) and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
REV:	Revert drilling fluid
SS:	Standard split-spoon sampler (steel; 1d" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and 140-pound hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level measured in borehole prior to abandonment
▽:	Interim water level measurement or estimated water level based on sample appearance

TEST SYMBOLS	
Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q _p :	Pocket Penetrometer strength, tsf (<u>approximate</u>)
q _c :	Static cone bearing pressure, tsf
q _u :	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remoulded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES

The standard penetration test consists of driving the sampler with a 140 pound hammer and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM:D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM:D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

UNIFIED SOIL CLASSIFICATION SYSTEM

ASTM Designations: D 2487, D2488

**AMERICAN
ENGINEERING
TESTING, INC.**



Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		Notes	
				Group Symbol	Group Name ^B		
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	Cu≥4 and 1≤Cc≤3 ^E	GW	Well graded gravel ^F	^A Based on the material passing the 3-in (75-mm) sieve.	
			Cu<4 and/or 1>Cc>3 ^E	GP	Poorly graded gravel ^F	^B If field sample contained cobbles or boulders, or both, add “with cobbles or boulders, or both” to group name.	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Gravels with Fines more than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	^C Gravels with 5 to 12% fines require dual symbols:	
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	GW-GM well-graded gravel with silt	
		Sands with Fines more than 12% fines ^D	Clean Sands Less than 5% fines ^D	Cu≥6 and 1≤Cc≤3 ^E	SW	Well-graded sand ^I	GW-GC well-graded gravel with clay
				Cu<6 and 1>Cc>3 ^E	SP	Poorly-graded sand ^I	GP-GM poorly graded gravel with silt
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Sils and Clays Liquid limit less than 50	inorganic	PI>7 and plots on or above “A” line ^I	CL	Lean clay ^{K,L,M}	GP-GC poorly graded gravel with clay	
			PI<4 or plots below “A” line ^I	ML	Silt ^{K,L,M}	^D Sands with 5 to 12% fines require dual symbols:	
		organic	Liquid limit–oven dried <0.75 Liquid limit – not dried	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}	SW-SM well-graded sand with silt	
						SW-SC well-graded sand with clay	
	Sils and Clays Liquid limit 50 or more	inorganic	PI plots on or above “A” line	CH	Fat clay ^{K,L,M}	SP-SM poorly graded sand with silt	
			PI plots below “A” line	MH	Elastic silt ^{K,L,M}	SP-SC poorly graded sand with clay	
		organic	Liquid limit–oven dried <0.75 Liquid limit – not dried	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,Q}		
Highly organic soil			Primarily organic matter, dark in color, and organic in odor	PT	Peat ^R		

SIEVE ANALYSIS

For classification of fine-grained soils and fine-grained fraction of coarse-grained soils:

Equation of “A”-line
Horizontal at PI = 4 to LL = 25.5.
then PI = 0.73 (LL-20)

Equation of “U”-line
Vertical at LL = 16 to PI = 7.
then PI = 0.9 (LL-8)

Calculation: $C_u = \frac{D_{60}}{D_{10}} = \frac{15}{2.5} = 200$ $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} = \frac{2.5^2}{2.5 \times 15} = 5.6$

Plasticity Chart

For classification of fine-grained soils and fine-grained fraction of coarse-grained soils:

Equation of “A”-line
Horizontal at PI = 4 to LL = 25.5.
then PI = 0.73 (LL-20)

Equation of “U”-line
Vertical at LL = 16 to PI = 7.
then PI = 0.9 (LL-8)

Calculation: $C_u = \frac{D_{60}}{D_{10}} = \frac{15}{2.5} = 200$ $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} = \frac{2.5^2}{2.5 \times 15} = 5.6$

^ECu = D₆₀ /D₁₀, Cc = $\frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains ≥15% sand, add “with sand” to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add “with organic fines” to group name.

^IIf soil contains ≥15% gravel, add “with gravel” to group name.

^JIf Atterberg limits plot is hatched area, soils is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add “with sand” or “with gravel”, whichever is predominant.

^LIf soil contains ≥30% plus No. 200, predominantly sand, add “sandy” to group name.

^MIf soil contains ≥30% plus No. 200, predominantly gravel, add “gravelly” to group name.

^NPI≥4 and plots on or above “A” line.

^OPI<4 or plots below “A” line.

^PPI plots on or above “A” line.

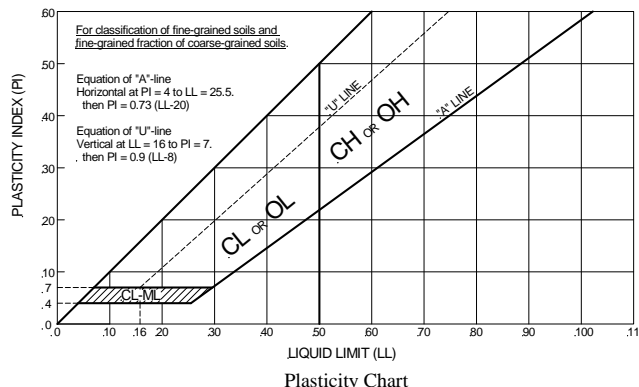
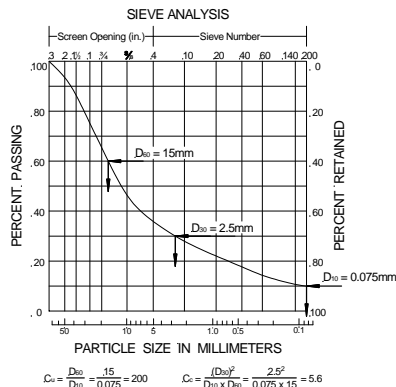
^QPI plots below “A” line.

^RFiber Content description shown below.

Notes
^ABased on the material passing the 3-in (75-mm) sieve.
^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
^CGravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
^DSands with 5 to 12% fines require dual symbols:
 SW-SM well-graded sand with silt
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay

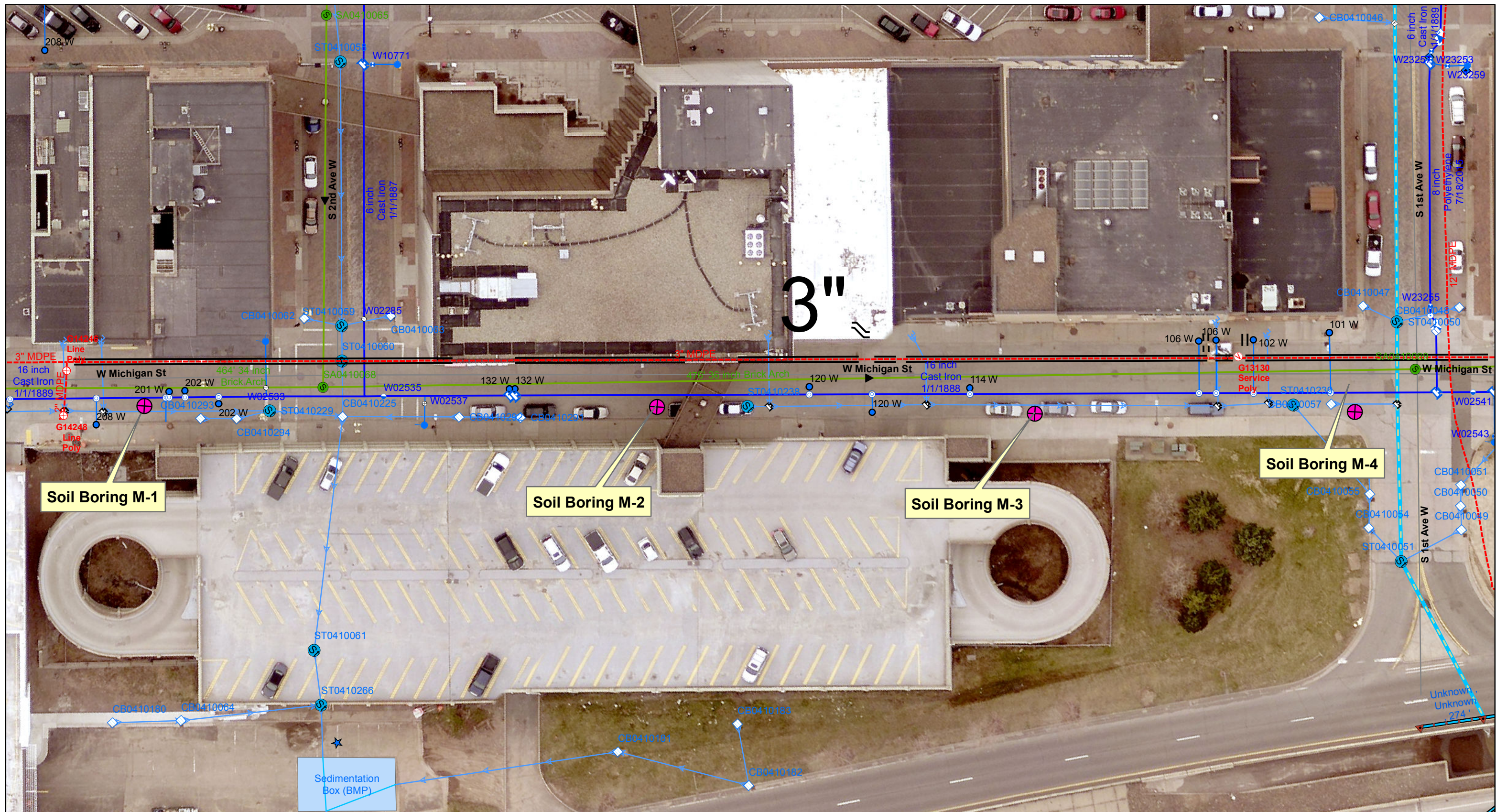
$$^E C_u = D_{60} / D_{10}, \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.
^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
^HIf fines are organic, add "with organic fines" to group name.
^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
^JIf Atterberg limits plot is hatched area, soils is a CL-ML silty clay.
^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.
^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.
^NPI ≥ 4 and plots on or above "A" line.
^OPI < 4 or plots below "A" line.
^PPI plots on or above "A" line.
^QPI plots below "A" line.
^RFiber Content description shown below.



ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
Moisture/Frost Condition		Layering Notes		Fiber Content of Peat		Organic/Roots Description (if no lab tests)	
(MC Column)				Fiber Content (Visual Estimate)		Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the soil properties. <i>Slightly organic</i> used for borderline cases.	
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations: Layers less than 1/2" thick of differing material or color.		Term			
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").			Fibric Peat:	Greater than 67%		
W (Wet/ Waterbearing):	Free water visible intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.			Hemic Peat:	33 - 67%		
F (Frozen):	Soil frozen	Lenses: Pockets or layers greater than 1/2" thick of differing material or color.		Sapric Peat:	Less than 33%		
						With roots:	Judged to have sufficient quantity of roots to influence the soil properties.
						Trace roots:	Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

City of Duluth - Proposed Soil Borings Location Map

1 inch = 40 feet



Date: 11/18/2016























SUBSURFACE BORING LOG

AET No: **07-06864**

Log of Boring No. **M-1 (p. 1 of 1)**

Project: **Michigan Street Borings; Duluth, Minnesota**

DEPTH IN FEET	Surface Elevation _____ MATERIAL DESCRIPTION		GEOLOGY	N	MC	SAMPLE TYPE		REC IN.	FIELD & LABORATORY TESTS					
									WC	DEN	LL	PL	%-#200	
1 2 3 4 5 6 7 8 9 10 11	CONCRETE 8 inches thick		PAVEMENT	121	F		DS	18	4					12.8
	FILL, silty sand with gravel, gray, frozen		FILL											
	FILL, sand with silt and gravel, brown													
		FILL, sand with silt and gravel, brown			11	M		SS	18					
														
														
					7	M		SS	14					
														
														
		FILL, gravelly sand with silt, grayish brown			7	M		SS	14					
														
														
	SILTY SAND WITH GRAVEL, brown, moist with wet lenses, loose (possible fill) (SM)		TILL	7	M/W		SS	8						
														
														
	END OF BORING AT 11.5 FEET <i>Boring backfilled with auger cuttings</i>													

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-9½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		1/19/17		11.5	9.5	11.5	-	-	
BORING COMPLETED: 1/19/17									
DR: JA LG: KH Rig: 85									

AET_CORP 07-06864 4TH ST NEW.GPJ AET-CPT+WELL.GDT 2/15/17



AMERICAN
ENGINEERING
TESTING, INC.

SUBSURFACE BORING LOG

AET No: **07-06864**

Log of Boring No. **M-2 (p. 1 of 1)**

Project: **Michigan Street Borings; Duluth, Minnesota**

DEPTH IN FEET	Surface Elevation _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	CONCRETE 11 inches thick	PAVEMENT									
2	FILL, silty sand with gravel, gray, frozen	FILL		F	SU		5				18.4
3			49/0.5 91/0.5 50/0.2	F	SS	12					
4	FILL, gravelly sand with silt, gray, frozen above about 5 feet										
5			55	F/M	SS	18					
6											
7	FILL, a mixture of mostly lean clay, some silty sand and organic silt, reddish brown, brown, and black		5	M	SS	18	38				
8											
9											
10	GRAVELLY SILTY SAND, brown, moist, medium dense	TILL	22	M	SS	14					
11											
END OF BORING AT 11.5 FEET <i>Boring backfilled with auger cuttings</i>											

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-9½'	3.25" HSA	1/19/17		11.5	9.5	11.5	-	-	
BORING COMPLETED: 1/19/17									
DR: JA LG: KH Rig: 85									

AET_CORP 07-06864 4TH ST NEW.GPJ AET+CPT+WELL.GDT 2/15/17

SUBSURFACE BORING LOG

AET No: 07-06864						Log of Boring No. M-3 (p. 1 of 1)									
Project: <u>Michigan Street Borings; Duluth, Minnesota</u>															
DEPTH IN FEET	Surface Elevation _____ MATERIAL DESCRIPTION			GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS						
	WC	DEN	LL	PL	%-#200										
1 2 3 4 5 6	CONCRETE 11 inches thick			PAVEMENT	94	F	SU	18	6					22.0	
	FILL, silty sand with gravel, gray, frozen			FILL											
	FILL, silty sand with gravel, brown, frozen above about 3.5 feet														
7 8	LEAN CLAY, a little gravel, reddish brown, laminations of light brown silt, very stiff (CL)			FINE ALLUVIUM	18	M	SS	24	21						
9 10	SILTY SAND, a little gravel, dark brown, very dense (SM)			TILL	19/0.5 80/0.1	M	SS								
REFUSAL AT 10.1 FEET <i>Boring backfilled with auger cuttings</i>															
DEPTH:		DRILLING METHOD		WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG					
0-9½'		3.25" HSA		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL						WATER LEVEL
				1/19/17		10.1	9.5	10.1	-						-
BORING COMPLETED: 1/19/17															
DR: JA LG: KH Rig: 85															



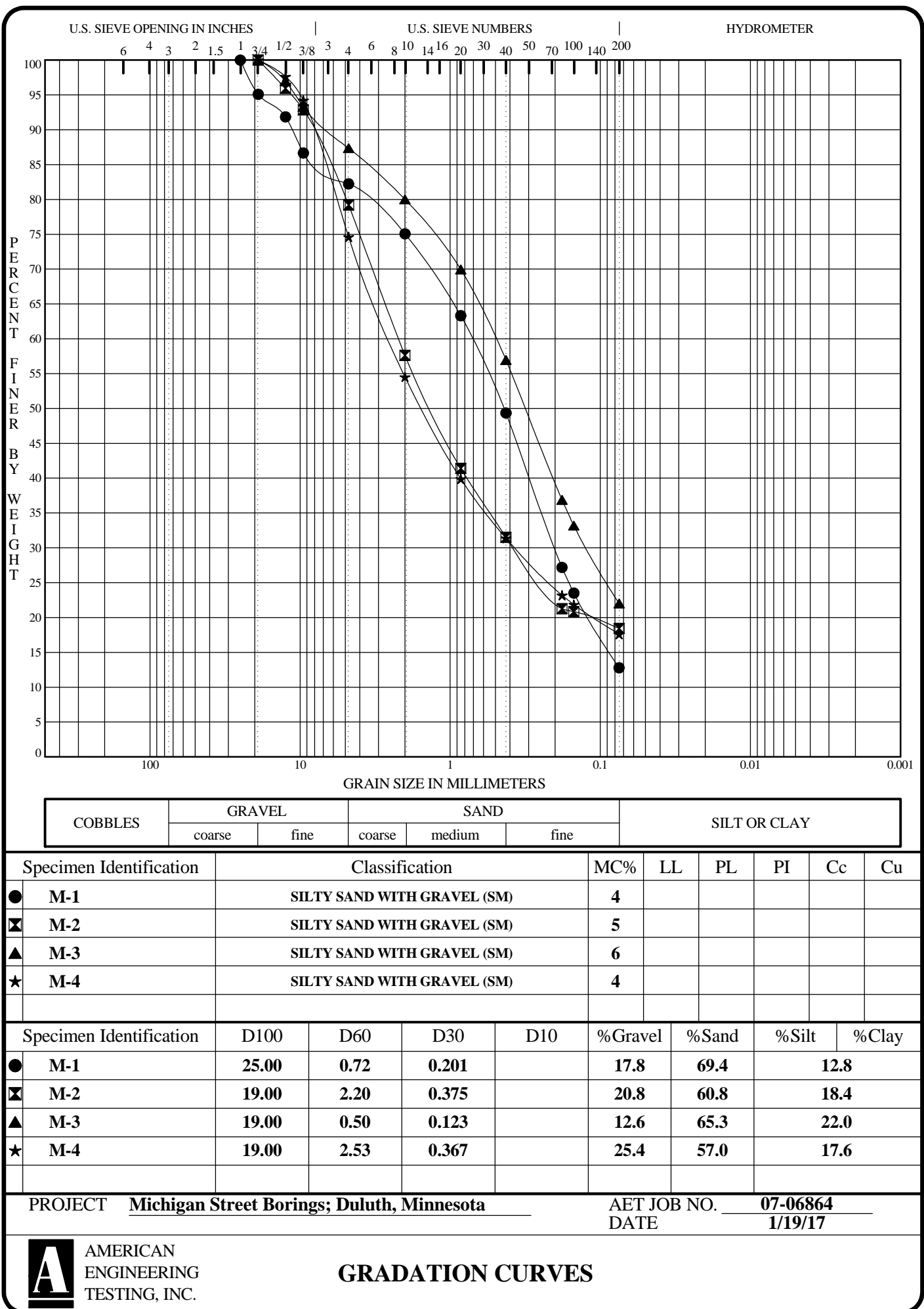
AMERICAN
ENGINEERING
TESTING, INC.

SUBSURFACE BORING LOG

AET No: 07-06864		Log of Boring No. M-4 (p. 1 of 1)									
Project: Michigan Street Borings; Duluth, Minnesota											
DEPTH IN FEET	Surface Elevation _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
	CONCRETE 11 inches thick	PAVEMENT									
1	FILL, silty sand with gravel, gray, frozen	FILL		F	SU		4				17.6
2	FILL, silty sand with gravel, brown, frozen										
3	above about 3.5 feet		92	F	SS	12					
4	FILL, silty sand with gravel, gray										
5											
6			8	M	SS	14					
7											
	OBSTRUCTION at about 7 feet -- possible boulder or bedrock REFUSAL AT 7.1 FEET <i>Boring backfilled with auger cuttings</i>	BOULDER OR BEDROCK	70/0.1	M	SS	1					

DEPTH: 0-7'		DRILLING METHOD: 3.25" HSA		WATER LEVEL MEASUREMENTS					NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		1/19/17		7.1	7.0	7.1	-	-	
BORING COMPLETED: 1/19/17									
DR: JA LG: KH Rig: 85									

AET_CORP 07-06864 4TH ST NEW.GPJ AET+CPT+WELL.GDT 2/15/17



Data Report of Geotechnical Exploration

Proposed Road Improvements and Gas Main; Michigan Street and 4th Street

Duluth, Minnesota

February 15, 2017

AET Project No. 07-06864

AMERICAN
ENGINEERING
TESTING, INC.

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Appendix B

Geotechnical Report Limitations and Guidelines for Use

AET Project No. 07-06864

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by ASFE¹, of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one, not even you, should apply the report for any purpose or project except the one originally contemplated.

B.2.2 Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

B.2.3 A Geotechnical Engineering Report is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typically factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- ♦ not prepared for you,
- ♦ not prepared for your project,
- ♦ not prepared for the specific site explored, or
- ♦ completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- ♦ the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- ♦ elevation, configuration, location, orientation, or weight of the proposed structure,
- ♦ composition of the design team, or
- ♦ project ownership.

As a general rule, always inform your geotechnical engineer of project changes, even minor ones, and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

B.2.4 Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

¹ ASFE, 8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733: www.asfe.org

Appendix B

Geotechnical Report Limitations and Guidelines for Use

AET Project No. 07-06864

B.2.5 Most Geotechnical Findings Are Professional Opinions

Site exploration identified subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ, sometimes significantly, from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

B.2.6 A Report's Recommendations Are Not Final

Do not overrely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

B.2.7 A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

B.2.8 Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognizes that separating logs from the report can elevate risk.

B.2.9 Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In the letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

B.2.10 Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their report. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

B.2.11 Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.