

# **PROPOSAL PACKAGE**

**AMITY CREEK BANK STABILIZATION  
REACHES 579 D-2 & D-3  
Along SEVEN BRIDGES ROAD**

**City of Duluth, Minnesota  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802**

**City Project # 1355**

**Bid # 2017-0286**

**Opening Date: Wednesday, May 31, 2017**

**Time: 2:00 PM**

**Place (Submit Bids): Room 100**

## **PROPOSAL PACKAGE INDEX OF DOCUMENTS**

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## CITY OF DULUTH INVITATION TO BID

**PROJECT NAME/DESCRIPTION: AMITY CREEK BANK STABILIZATION REACHES D-2 & D-3  
(LOCATED ALONG SEVEN BRIDGES ROAD)**

**BID NUMBER:** 17-0286

**BID OPENING:** WEDNESDAY, MAY 31, 2017 AT 2:00 PM

**PROJECT DESCRIPTION:** The project consists of post-flood debris clean-up, sediment removal, in-stream bank stabilization, and slope stabilization of Amity Creek along Seven Bridges Road 1.45 miles north of Superior Street. Work items include: sediment removal, deadfall removal, grading, toe wood, coir bench, boulder cross vanes, riffles, rip rap, live stakes, shrubs, and turf establishment

**QUESTIONS:** Please submit any questions regarding this project via e-mail to **Tom Pfeffer, Senior Engineer, 218-730-5104** or by email [tpfeffer@duluthmn.gov](mailto:tpfeffer@duluthmn.gov). 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](http://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 1<sup>st</sup> 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. 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 1<sup>st</sup> 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](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 <b>EXHIBIT A</b> - Schedule of Prices (must be returned with Bid)	\$
	\$
<b>TOTAL=</b>	\$

\_\_\_\_\_  
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. \_\_\_\_\_ Email \_\_\_\_\_

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

**EXHIBIT A**  
Schedule of Prices

Line No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	A	PROJECT MOBILIZATION / DEMOBILIZATION	LUMP SUM	1.00		
2	B	CONTROL OF WATER	LUMP SUM	1.00		
3	C	CONSTRUCTION ENTRANCE	EACH	2		
4	D	MAINTENANCE AND RESTORATION OF ACCESS PATHS	LUMP SUM	1.00		
5	E	CLEARING AND GRUBBING	LUMP SUM	1.00		
6	F	TOEWOOD	LIN FT	210		
7	G	COIR BENCH	SQ YD	1,320		
8	H	LIVE STAKE	EACH	185		
9	I	FILTER LOG	LIN FT	900		
10	J	EROSION CONTROL BLANKET, CATEGORY 3N-2S	SQ YD	2,350		
11	K	SEEDING	SQ YD	2,910		
12	L	SHRUBS	EACH	74		
13	M	DEADFALL AND DEBRIS REMOVAL AND OFF-SITE DISPOSAL	LUMP SUM	1.00		
14	N	BOULDER CROSS VANE	EACH	8		
15	O	RIFFLE	EACH	10		
16	P	VEGETATED KEYWAY	EACH	6		
17	Q	SITE GRADING	LUMP SUM	1.00		
18	R	SILT FENCE	LIN FT	200		
19	S	TRAFFIC CONTROL	LUMP SUM	1.00		

**TOTAL:** \_\_\_\_\_

**ATTACHMENT A  
PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**STATE PROJECT NUMBER:** \_\_\_\_\_

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

<p>Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
(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"><li>(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;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(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;</li><li>(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;</li><li>(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</li><li>(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;*</li></ul>

(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. <b>SUBCONTRACTOR VERIFICATION.</b>	
<p>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.</p> <p>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.</p> <p>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.</p> <p><b>Subd. 5a. Motor carrier verification.</b> 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.</p>	

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

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

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

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

**CERTIFICATION**

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

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

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

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

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

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

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>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.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

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

**STATE PROJECT NUMBER:** \_\_\_\_\_

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

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

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

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

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



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

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**DEPARTMENT OF ADMINISTRATION**

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

<b>NAME</b>	<b>DATE OF SUSPENSION</b>
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
<b>NAME</b>	<b>DATE OF DEBARMENT</b>
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

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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. <sup>1</sup> 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>.

<sup>1</sup> 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  
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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.: 1355**

**Name: Amity Creek Bank Stabilization – Reach D-2 & D-3 along Seven Bridges Road**

**City Project Manager: Tom Pfeffer**

**Bid Opening Date: 5/31/2017**

This **project is funded** by:

**State of Minnesota without Federal funding  
[With or without City of Duluth Funding]**

The **base workweek:**

**Five 8-hour days- OT on daily hours exceeding eight AND OT after 40 hours per week**

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

Should a project contain a project labor agreement:

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

**OVERTIME REQUIREMENTS:**

**Overtime must be paid on hours worked in excess of eight hours per day.** Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

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

**Project Prevailing Wage Decision: U S DOL – Highway 01-06-17**

**U S DOL – Heavy 03-03-17**

**State of Minnesota Region 1 Highway-Heavy 01-17-17**

**State of Minnesota Truck Rental Rates 05-01-17**

General Decision Number: MN170105 03/03/2017 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	03/03/2017

BOIL0647-004 01/01/2013

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

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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

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CARP0361-021 05/01/2016

ST LOUIS (Duluth)

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

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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
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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
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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%
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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

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IRON0512-028 06/05/2016

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

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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

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LABO1091-007 05/01/2016

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 29.13	17.12

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LABO1097-002 05/01/2014

NORTHERN ST. LOUIS COUNTY

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

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LABO1097-005 05/01/2014

ST LOUIS (North of T. 55 N)

	Rates	Fringes
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## LABORERS

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

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 PLAS0633-036 05/01/2016

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.95	17.63

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 PLAS0633-039 05/01/2016

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.95	17.63

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 \* TEAM0160-018 05/01/2016

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck...	\$ 29.70	15.65
(2) 3 Axles/4 Axles; 5		
Axles receive \$0.30		
additional per hour.....	\$ 29.15	15.65
(3) Tandem Axles; & Single		
Axles.....	\$ 29.05	15.65

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 SUMN2009-072 09/28/2009

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors 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, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: MN170001 01/06/2017 MN1

Superseded General Decision Number: MN20160001

State: Minnesota

Construction Type: Highway

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

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 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 per hour (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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUMN2016-001 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 32.87	20.96
CARPENTER.....	\$ 35.65	17.08
CEMENT MASON/CONCRETE FINISHER...	\$ 34.20	17.38
ELECTRICIAN		
Electrician.....	\$ 35.01	24.62
Ground Person.....	\$ 28.26	13.92
Lineman.....	\$ 32.27	14.11
Wiring System Installer.....	\$ 25.84	12.02
Wiring System Technician....	\$ 36.90	14.43
IRONWORKER.....	\$ 30.94	23.45
LABORER		
Blaster.....	\$ 28.89	15.33
Common or General.....	\$ 29.23	17.02
Flag Person.....	\$ 29.23	17.02
Landscape.....	\$ 27.64	12.64
Skilled.....	\$ 29.23	17.02
Underground & Open Ditch (8 ft below grade).....	\$ 29.93	17.02

MILLWRIGHT.....	\$ 37.83	15.33
PAINTER (Including Pavement Marking).....	\$ 28.01	18.77
PILEDRIVERMAN.....	\$ 35.65	17.08
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 34.39	18.90
GROUP 3.....	\$ 33.84	18.90
GROUP 4.....	\$ 33.54	18.90
GROUP 5.....	\$ 30.50	18.90
GROUP 6.....	\$ 29.29	18.90
Special Equipment		
Articulated Hauler.....	\$ 33.54	18.90
Boom Truck.....	\$ 35.54	18.90
Landscaping Equipment.....	\$ 21.17	13.99
Off-Road Truck.....	\$ 31.37	16.70
Pavement Marking or Marking Removal Equipment Operator (one or two person operators), Self-Propelled Truck or Trailer Mounted Units.....		
	\$ 28.36	16.36
OPERATING ENGINEER CLASSIFICATIONS		

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

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

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobil; Crushing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill, Dual Tractor; Elevating Grader; Fort Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher

Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation Dismantling.

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

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

#### TRUCK DRIVER

GROUP 1.....	\$ 30.15	15.20
GROUP 2.....	\$ 26.30	14.40
GROUP 3.....	\$ 26.20	14.40
GROUP 4.....	\$ 27.82	17.20

#### TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

Tunnel Miner.....	\$ 29.93	17.02
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors 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, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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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:

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

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

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END OF GENERAL DECISION

□



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

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

**Construction Type: Highway and Heavy**

**Region Number: 01**

Counties within region:

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

Effective: 2016-11-07    Revised: 2017-01-17

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

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

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

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

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2016-11-07	29.23	17.02	46.25
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2016-11-07	29.23	17.02	46.25
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2016-11-07	21.17	13.99	35.16
104 FLAG PERSON	2016-11-07	29.23	17.02	46.25
105 WATCH PERSON	2016-11-07	25.68	16.77	42.45
106 BLASTER	2016-11-07	32.23	17.02	49.25
107 PIPELAYER (WATER, SEWER AND GAS)	2016-11-07	31.73	17.02	48.75
108 TUNNEL MINER	2016-11-07	29.93	17.02	46.95

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2016-11-07	29.93	17.02	46.95
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2016-11-07	29.23	17.02	46.25
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2016-11-07	29.23	17.02	46.25
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2016-11-07	22.15	12.76	34.91
<b>SPECIAL EQUIPMENT (201 - 204)</b>				
201 ARTICULATED HAULER	2016-11-07	33.54	18.90	52.44
	2017-05-01	33.74	19.70	53.44
202 BOOM TRUCK	2016-11-07	33.54	18.90	52.44
	2017-05-01	33.74	19.70	53.44
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2016-11-07	29.29	18.90	48.19
	2017-05-01	29.49	19.70	49.19
204 OFF-ROAD TRUCK	2016-11-07	31.37	16.70	48.07
205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2016-11-07	28.36	19.32	47.68
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2</b>	2016-11-07	34.39	18.90	53.29
	2017-05-01	34.59	19.70	54.29
302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306 GRADER OR MOTOR PATROL				
307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>	2016-11-07	33.84	18.90	52.74
	2017-05-01	34.04	19.70	53.74
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316 LOCOMOTIVE CRANE OPERATOR				
317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320 TANDEM SCRAPER				
321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>	2016-11-07	33.54	18.90	52.44
	2017-05-01	33.74	19.70	53.44
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
325 BACKFILLER OPERATOR				
326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327 BITUMINOUS ROLLERS, RUBBER TIED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331 CHIP HARVESTER AND TREE CUTTER				
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340 DUAL TRACTOR				
341 ELEVATING GRADER				
342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344 FRONT END, SKID STEER OVER 1 TO 5 C YD				
345 GPS REMOTE OPERATING OF EQUIPMENT				
346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>	2016-11-07	30.50	18.90	49.40
	2016-11-07	30.50	18.90	49.40
	2017-05-01	30.70	19.70	50.40
369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
373 FRONT END, SKID STEER UP TO 1C YD				
374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378 POWER ACTUATED AUGER AND BORING MACHINE				
379 POWER ACTUATED JACK				
380 PUMP (HIGHWAY AND HEAVY ONLY)				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
<b>GROUP 6</b>	2016-11-07	29.29	18.90	48.19
	2017-05-01	29.49	19.70	49.19
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
388 CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389 DREDGE DECK HAND				
390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393 LEVER PERSON				
394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1</b>	2016-11-07	29.70	15.65	45.35
	2017-05-01	30.25	16.60	46.85
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>	2016-11-07	29.15	15.65	44.80
	2017-05-01	29.70	16.60	46.30
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>	2016-11-07	29.05	15.65	44.70
	2017-05-01	29.60	16.60	46.20
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
<b>GROUP 4</b>	2016-11-07	28.20	14.80	43.00
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>				
701 HEATING AND FROST INSULATORS	2016-11-07	40.31	16.75	57.06
702 BOILERMAKERS	2016-11-07	35.15	27.02	62.17
703 BRICKLAYERS	2016-11-07	32.91	22.82	55.73
704 CARPENTERS	2016-11-07	34.57	18.16	52.73
705 CARPET LAYERS (LINOLEUM)	2016-11-07	32.13	12.85	44.98
706 CEMENT MASONS	2016-11-07	33.95	17.63	51.58
707 ELECTRICIANS	2016-11-07	34.92	25.06	59.98
	2017-06-03	35.83	25.71	61.54
711 GROUND PERSON	2016-11-07	21.61	11.03	32.64
712 IRONWORKERS	2016-11-07	31.54	24.90	56.44
713 LINEMAN	2016-11-07	32.27	14.11	46.38
714 MILLWRIGHT	2016-11-07	36.95	16.21	53.16
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2016-11-07	30.06	17.62	47.68
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2016-11-07	34.57	18.16	52.73

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
717 PIPEFITTERS . STEAMFITTERS	2016-11-07	40.85	18.66	59.51
719 PLUMBERS	2016-11-07	40.85	18.66	59.51
721 SHEET METAL WORKERS	2016-11-07	30.51	24.28	54.79
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
727 WIRING SYSTEM TECHNICIAN	2016-11-07	36.90	14.97	51.87
	2017-07-01	37.82	14.97	52.79
728 WIRING SYSTEMS INSTALLER	2016-11-07	25.84	12.40	38.24
	2017-07-01	26.49	12.40	38.89
729 ASBESTOS ABATEMENT WORKER	2016-11-07	29.20	17.43	46.63
	2017-01-01	29.95	18.03	47.98
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			

Select another region | [Commercial](#) | [Residential](#)

[Prevailing wage](#) | [Notifications](#) | [Commercial](#) | [Highway and heavy](#)

**Labor Standards -- Prevailing wage minimum truck rental rates: Region 1**

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

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

**Minimum hourly truck rental rates**

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

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



## **AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

Affidavit of Non-Collusion:

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

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

Signed:\_\_\_\_\_

Firm Name:\_\_\_\_\_

Subscribed and sworn to me before this\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC\_\_\_\_\_

My commission expires:\_\_\_\_\_

Bidder's E.I. Number\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
(FIRM's name, address, telephone number)

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

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

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

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

**C) Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Signature

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



**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**  
**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**

### **Indemnification & Insurance Requirements**

#### **INDEMNIFICATION CLAUSE**

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

#### **INSURANCE**

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
  - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
  - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
  - (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
  - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
  - (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.

- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

PRE-2004 CG 2010

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

\*\*\*\*\*

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

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

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

# CONTRACTOR & CITY OF DULUTH

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

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

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

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

## 7. Insurance

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

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

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

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

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

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



Countersigned:

**CITY OF DULUTH-Client**

By

\_\_\_\_\_  
City Auditor  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Department Director  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
Attested this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
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

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**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.**

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**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.

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**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.

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### **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.

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### **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).

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### **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.

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## **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.

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## **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.

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## **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](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](http://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](http://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](http://www.mndor.state.mn.us)

The form, itself, is found at: [www.taxes.state.mn.us/Forms\\_and\\_Instructions/ic134.pdf](http://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.

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**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.

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## Section 10

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

### Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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## **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, 16<sup>th</sup> 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.

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## **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](http://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](http://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](http://www.dot.state.mn.us/const/labor/forms.html)

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

**PUBLIC SECTOR**

**CITY OF DULUTH**

**&**

**Vendor**

**Project name**

**Project No.**

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## **AGREEMENT**

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

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

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

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

## **ARTICLE I - PURPOSE**

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

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

## **ARTICLE II - SCOPE OF THE AGREEMENT**

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

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

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

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

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

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

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement ("PLA contractor") may select to participate in the legally established industry health reimbursement arrangement ("HRA") plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractor's bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans is 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 hereunto set their hands on the date of attestation shown below.

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”**

- A-1 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 Glaziers Local 106
- A-8 IBEW Local 242
- A-9 Iron Workers Local 512
- A-10 Laborers Local 1091
- A-11 Millwrights & Machinery Erectors Local 1348
- A-12 Operating Engineers Local 49
- A-13 Painters & Allied Trades Local 106
- A-14 Plumbers & Steamfitters Local 11
- A-15 Roofers Local 96
- A-16 Sheet Metal Workers Local 10
- A-17 Sprinkler Fitters Local 669
- A-18 Teamsters Local 346



## Building Trades Affiliates

### Contract Expirations

Heat & Frost Insulators Local 49	May 31, 2017
Boilermakers Local 647	December 31, 2017
Bricklayers Local 1	April 30, 2018
Carpenters Local 361	April 30, 2017
Cement Masons Local 633	April 30, 2017
Elevator Constructors Local 9	July 8, 2017
Glaziers Local 106	April 30, 2017
IBEW Local 242	May 31, 2019
Iron Workers Local 512	April 30, 2019
Laborers Local 1091	April 30, 2017
Millwright Local 1348	April 30, 2018
Operator Engineers Local 49 (Bldrs)	April 30 2019
Operator Engineers Local 49 (Hwy Heavy)	April 30, 2017
Painters Local 106	April 30, 2017
Plumbers & Steamfitters Local 11	April 30, 2017
Roofers Local 96	June 30, 2021
Sheet Metal Local 10	April 30, 2019
Sprinkler Fitters Local 669	March 31, 2021
Teamsters Local 346	April 30, 2017

*(Updated 3/3/17)*

# 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](mailto:dave@insulatorslocal49.org)

## CARPENTERS LOCAL 361

Chris Hill  
5238 Miller Trunk Hwy  
Hermantown, MN 55811  
(218) 724-3297 / Fax# 724-8536  
[chill@ncsrcc.org](mailto: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](mailto:dsmithlcl242@unions-america.com)

## MILLRIGHTS & MACHINERY ERECTORS LOCAL 1348

Wayne Nordin  
726 4<sup>th</sup> Street N  
Virginia, MN 55792  
(218) 741-6314 / Fax# 741-6017  
[wnordin@ncsrcc.org](mailto: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](mailto:jeff@ualocal11.com)

## SPRINKLER FITTERS LOCAL 669

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

## BOILERMAKERS LOCAL 647

Bill Polchow  
1007 NW 4<sup>th</sup> Street, Ste C  
Grand Rapids, MN 55744  
(218) 326-2522 / Fax# SAME  
[bpolchow647@outlook.com](mailto:bpolchow647@outlook.com)

## CEMENT MASONS LOCAL 633

Michael Syversrud  
2002 London Road #112  
Duluth, MN 55812  
(218) 724-2323 / Fax# 724-2472  
[mikes@local633.org](mailto: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](mailto: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](mailto:edgulland@local49.org)  
[mwparrott@local49.org](mailto:mwparrott@local49.org)

## ROOFERS LOCAL 96

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

## TEAMSTERS LOCAL 346

Rod Alstead  
2802 West 1<sup>st</sup> Street  
Duluth, MN 55806  
(218) 628-1034 / Fax# 628-0246  
[local@teamsters346.com](mailto:local@teamsters346.com)

## BAC LOCAL #1 CHAPTER 3 DULUTH & IRON RANGE

Stan (Ogie) Paczynski  
2002 London Road #100  
Duluth, MN 55812  
(218) 724-8374 / Fax# 724-8341  
[spaczynski@bac1mn-nd.org](mailto:spaczynski@bac1mn-nd.org)

## 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](mailto: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](mailto: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](mailto:president@duluthbuildingtrades.com)

## SHEET METAL WORKERS LOCAL 10

Doug Christy  
6279 Industrial Road  
Saginaw, MN 55779  
(218) 724-6873 / Fax# SAME  
[dchristy@smw10.org](mailto: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 1<sup>st</sup> 2016 is as follows:

	Mechanic	4 <sup>th</sup> Year	3 <sup>rd</sup> Year	2 <sup>nd</sup> Year	1 <sup>st</sup> 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



*Local Lodge No. 647*  
**BLACKSMITHS - FORGERS & HELPERS**

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

November 22, 2016

**TO WHOM IT MAY CONCERN:**

The following wage package changes listed below become effective 01/01/2017 thru 12/31/2017 for Boilermakers Local Lodge #647. Per the Great Lakes Articles of Agreement for the year of 2017, there is a \$1.35 increase which has been allocated to the wages. Also, the rate for General Foreman and Foreman increased \$.50 per hour.

<b>CHANGES AS OF:</b>	<b>January 1, 2017</b>	<b>Effective:</b>	<b>01/01/2017</b>
Increase General Foreman	\$ 1.85	General Foreman Wage	\$ 41.50
Increase Foreman	1.85	Foreman Wage	39.50
Increase Journeyman	1.35	Journeyman Wage	36.50
		Pension Trust	14.14
		Annuity Trust	4.40
		Health & Welfare Fund	7.07
		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 01/01/2017 thru 12/31/2017 the daily rate of Subsistence is \$65.00 per day if a Boilermaker's permanent address is 50 miles from the jobsite.

Addendum B was created and instilled in the Great Lakes Area Articles of Agreement. This addendum is in force from March 1, 2017 thru May 31, 2017 in the states of North Dakota and South Dakota and needs to be renewed each year thereafter. The addendum outlines a \$2.00 hourly wage increase for certified pressure (tube) welding Journeymen Boilermakers and certified pressure (tube) welding

Apprentices shall receive Journeyman rate during this timeframe while working in the jurisdiction outlined above. Addendum B will be provided upon request, please contact Local 647 for a copy.

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), and Boilermakers 647 Political Action Fund (\$.05 deducted after taxes) are 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 first year of our three year agreement. In 2018 there will be a \$1.35 increase and in 2019 there will be a \$1.40 increase, both yet to be allocated.

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

Very truly yours,

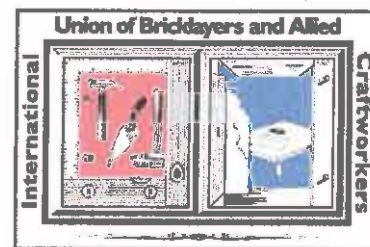


Luke A. Voigt  
Business Manager/Secretary Treasurer  
Boilermakers Local Lodge #647

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

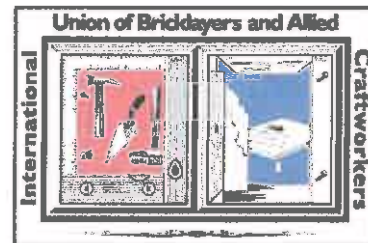
### APPRENTICE WAGES

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

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FAX: 612/379-8754

MICHAEL J. COOK  
President/Secretary-Treasurer

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

### Scope of the Agreement

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

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,

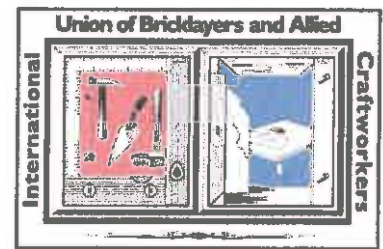
*Michael J. Cook*

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

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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	IU & PPA HRA	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 DeRASI  
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



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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



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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 <sup>th</sup> Year Apprentice.....	( 80.0%)	\$36.70
3 <sup>rd</sup> Year Apprentice.....	( 70.0%)	\$32.11
2 <sup>nd</sup> Year Apprentice.....	( 65.0%)	\$29.82
1 <sup>st</sup> 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				
<b>LOCAL UNION #242</b>				
<b>Effective Dates</b>	<b>05/31/15</b>		<b>05/29/16</b>	
<b>JW Rate</b>	<b>\$33.90</b>		<b>\$34.92</b>	
<b>Foreman</b>	<b>12.5%</b>		<b>12.5%</b>	
<b>General Foreman</b>	<b>22.5%</b>		<b>22.5%</b>	
<b>NEBF</b>	<b>3.00%</b>	<b>\$1.02</b>	<b>3.00%</b>	<b>\$1.05</b>
<b>Vacation</b>	<b>11.00%</b>	<b>\$3.73</b>	<b>11.00%</b>	<b>\$3.84</b>
<b>H &amp; W</b>	<b>27.64%</b>	<b>\$9.37</b>	<b>27.21%</b>	<b>\$9.50</b>
<b>Local Pension</b>	<b>13.55%</b>	<b>\$4.59</b>	<b>13.55%</b>	<b>\$4.73</b>
<b>Annuity</b>	<b>16.00%</b>	<b>\$5.42</b>	<b>16.00%</b>	<b>\$5.59</b>
<b>**Total Package</b>	<b>\$58.05</b>		<b>\$59.65</b>	
<b>LLMCC Employee .02</b>	<b>\$58.03</b>		<b>\$59.63</b>	
<b>Total Package %</b>	<b>71.19%</b>		<b>70.76%</b>	
<b>Total Package 2017 = \$61.20 less Employee LLMCC (.02) \$61.18</b>				
<b>Total Package 2018 = \$62.70 less Employee LLMCC (.02) \$62.68</b>				
<b>**These total packages do not include Apprenticeship (1%), NECA Service Charges (1.25%),</b>				
<b>Admin. Maint. Fund (.006%/hr.), NLMCC (.01 cent/hr.), or LLMCC (.04 cents/hr.).</b>				
<b>Apprenticeship</b>	<b>1% / .34</b>		<b>1% / .35</b>	
<b>Service Charge</b>	<b>1.25% / .42</b>		<b>1.25% / .44</b>	
<b>NLMCC</b>	<b>0.01</b>		<b>0.01</b>	
<b>Local LMCC</b>	<b>0.04</b>		<b>0.04</b>	
<b>Admin Maint Fund</b>	<b>0.20</b>		<b>0.21</b>	
	<b>1.01</b>		<b>1.05</b>	
<b>401k deduction - \$1.00, \$3.00 &amp; \$5.00 per hour (at employees discretion)</b>				
<b>Subsistence for all jobs outside of 35 mile radius of Lake Ave &amp; Superior Street in Duluth - \$15.00</b>				
<b>Subsistence for all jobs outside of 70 mile radius of Lake Ave &amp; Superior Street in Duluth - \$50.00</b>				
<b>DULUTH APPRENTICE WAGE RATE INFORMATION</b>				
<b>6th</b>	<b>6,500 - 8,000</b>	<b>85%</b>	<b>\$29.68</b>	<b>Full Benefits - 5th year</b>
<b>5th</b>	<b>5,000 - 6,500</b>	<b>75%</b>	<b>\$26.19</b>	<b>Full Benefits - 4th year</b>
<b>4th</b>	<b>3,500 - 5,000</b>	<b>65%</b>	<b>\$22.70</b>	<b>Full Benefits - 3rd year</b>
<b>3rd</b>	<b>2,000 - 3,500</b>	<b>55%</b>	<b>\$19.21</b>	<b>Full Benefits - 2nd year</b>

2nd 1,000 - 2,000 50% \$17.46 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 20<sup>th</sup> 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 20<sup>th</sup> 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 20<sup>th</sup> 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
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**Foreman/Leadman \$1.50 above highest classification employed in.**

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

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

### "All" Fringes are to be sent to :

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

# HIGHWAY HEAVY WAGE RATES

## District 2A - Duluth Local #1091

Effective May 1, 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
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**Pipelayer, Laser Beam (sewer, water, gas) Classification 6 rate.**  
**Foreman/Leadman \$1.50 above highest classification employed in.**  
**General Foreman \$2.25 above Foreman scale (appointed at employers discretion).**

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

#### "All" Fringes are to be sent to :

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



# LOCAL 1348 MILLWRIGHT AGREEMENT

## NORTHERN MINNESOTA

### MILLWRIGHTS & MACHINE ERECTOR WAGE RATES

Effective May 3, 2015

Classification

				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
Journeyman		100%	\$32.57	-\$3.50	\$1.30	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
Apprentice	6001-7000	95%	\$30.94	-\$3.50	\$1.24	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$45.72
	5001-6000	90%	\$29.31	-\$3.50	\$1.17	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$44.09
	4001-5000	85%	\$27.68	-\$3.50	\$1.11	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$42.46
	3001-4000	80%	\$26.06	-\$3.50	\$1.04	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$40.84
	2001-3000	75%	\$24.43	-\$3.50	\$0.98	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$39.21
	1001-2000	70%	\$22.80	-\$3.50	\$0.91	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$37.58
	0 - 1000	65%	\$21.17	-\$3.50	\$0.85	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$35.95

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

May 1, 2016 Increase: \$1.75 Allocation TBD

May 7, 2017 Increase: \$1.85 Allocation TBD

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49**  
**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 &amp; 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 &amp; 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 &amp; 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 &amp; 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**

<b>Base Pay</b>	<b><u>\$35.69</u></b>
Savings Fund	2.00
Dues Check off	.96
Building Fund	.20
Organizing Fund	.15
UA-PEC	.05
Local PAC	.01
Death Assessment	.01
<b>Total Taxable</b>	<b><u>\$39.07</u></b>

<b>Fringes</b>	
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
<b>Total Fringes</b>	<b><u>\$19.08</u></b>

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

**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%
<b>TAXABLE</b>		↓	↓	↓	↓	↓	↓
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
<b>FRINGES</b>							
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%	
<b>TAXABLE</b>	↓	↓	↓	↓	↓	↓	
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	
<b>FRINGES</b>							
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
<b>Plan B Single</b>	501-on	45	14.17	0.00	3.09	2.62	0.00	0.00	0.64	0.17	0.00	20.69
<b>Plan B Family</b>	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](http://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 &amp; 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  
1<sup>st</sup> and 2<sup>nd</sup> year above the current rate in effect.

May 1, 2015

<u>Group</u>	<u>Wages</u>	<u>Health &amp; 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 &amp; 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-

# **SPECIAL PROVISIONS**

**AMITY CREEK BANK STABILIZATION  
REACHES D-2 & D-3  
(ALONG SEVEN BRIDGES ROAD)**

**City Project # 1355**

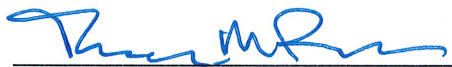
**City of Duluth, Minnesota  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802**



**SPECIAL PROVISIONS**  
**City Job Number: 1355**  
**AMITY CREEK BANK STABILIZATION REACHES D-2 & D-3 (ALONG SEVEN BRIDGES ROAD)**  
**MAY 10, 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

Thomas M. Pfeffer

Typed or Printed Name

5-10-2017

Date

22442

License No.

**SPECIAL PROVISIONS**  
**City Job Number: 1355**  
**AMITY CREEK BANK STABILIZATION REACHES D-2 & D-3 (ALONG SEVEN BRIDGES ROAD)**  
**MAY 10, 2017**

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Appendix A                      Technical Special Provisions

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**SPECIAL PROVISIONS**  
**City Job Number: 1355**  
**AMITY CREEK BANK STABILIZATION REACHES D-2 & D-3 (ALONG SEVEN BRIDGES ROAD)**  
**MAY 10, 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	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Certified Payroll Form WH347	All	<a href="http://www.dol.gov/whd/forms/">http://www.dol.gov/whd/forms/</a>
Contractor's Haul Route	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Debarment/Suspension Notice (most current version)	All	<a href="http://www.dot.state.mn.us/bidlet/howtobid.html">http://www.dot.state.mn.us/bidlet/howtobid.html</a>
IC-134 Contractor Affidavit - Form	All	<a href="http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf">http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf</a>
IC-134 Contractor Affidavit – Online	All	<a href="https://www.mndor.state.mn.us/tp/contractoraffidavit/">https://www.mndor.state.mn.us/tp/contractoraffidavit/</a>
MN Rules 5200.1105	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1105">https://www.revisor.mn.gov/rules/?id=5200.1105</a>
MN Rules 5200. 1106	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1106">https://www.revisor.mn.gov/rules/?id=5200.1106</a>
MN Statutes 177.41 to 177.44	All	<a href="https://www.revisor.mn.gov/statutes/?id=177">https://www.revisor.mn.gov/statutes/?id=177</a>
Notice to Bidders - Prompt Payment to Subs – CITY (MS 471.425)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
One-Call Instructions	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Request to Sublet TP-21834	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Request to Sublet Summary	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Responsible Contractor Certification (MS 16C.285)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Statement of Compliance Form (8-2013)	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Supplemental General Conditions Part II 4/15/11	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Truck Rental Rates	State	<a href="http://www.doli.state.mn.us/LS/PrevWageTR1.asp">http://www.doli.state.mn.us/LS/PrevWageTR1.asp</a>

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Contractor/Vendor Form	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Trucking Com/Vendor Form	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Month End Trucking Report Form A & B (12-10)	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Month-End Trucking Report Statement of Compliance (12-10)	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Notice to Bidders - Prompt Payment to Subs – STATE & FED (MS 16A.1245)	State & Federal	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Statement of Compliance Form – 2 <sup>nd</sup> page of WH347	Federal	<a href="http://www.dol.gov/whd/forms/">http://www.dol.gov/whd/forms/</a>

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**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 consists of post-flood debris clean-up, sediment removal, in-stream bank stabilization, and slope stabilization of Amity Creek along Seven Bridges Road 1.45 miles north of Superior Street. Work items include: sediment removal, deadfall removal, grading, toe wood, coir bench, boulder cross vanes, riffles, rip rap, live stakes, shrubs, and turf establishment.

**SP-3 CONTACT INFORMATION**

Questions regarding this project should be directed to: Tom Pfeffer, Senior Engineer at 218-730-5104 or by email: [tpfeffer@duluthmn.gov](mailto:tpfeffer@duluthmn.gov).

**SP-4 RESPONSIBLE CONTRACTOR**

REVISED 06/04/15 modified

The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the "Responsible Contractor Verification and Certification of Compliance" form. A company owner or officer must sign the "Responsible Contractor Verification and Certification of Compliance" form under oath verifying compliance with each of the minimum criteria.

**THE COMPLETED FORMS MUST BE SUMITTED WITH THE BID PROPOSAL.**

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department's request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies.

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But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

**SP-5 (1203) ACCESS TO PROPOSAL PACKAGE**

MN/DOT 1203 is hereby deleted from the MN/DOT Standard Specifications and replaced with the following:

The Department may provide Bidders with access to the Proposal Package through online posting at the Departments web site. The Department may require a fee for Bidders to purchase paper copies of the Proposal Package.

**SP-6 (1206) PREPARATION OF PROPOSAL**

The provisions of MN/DOT 1206 are supplemented and/or modified with the following:

MN/DOT 1206.1 is hereby deleted from the MN/DOT Standard Specifications.

MN/DOT 1206.2 is hereby deleted from the MN/DOT Standard Specifications and replaced with the following:

**1206.2 ALLOWABLE SUBSTITUTIONS**

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
  - (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of “1” for each “Lump Sum” Pay Item, except as not required in the case of alternate Pay Items,
  - (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
  - (1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

**SPECIAL PROVISIONS**  
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The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

**SP-7 (1209) DELIVERY OF PROPOSALS**

The provisions of MN/DOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date.

A. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

B. 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) [List any other forms you want returned]; and
- (6) [List any other forms you want returned].

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

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**SP-8 (1210) REVISION OF PROPOSAL OR WITHDRAWAL OF PROPOSALS**

The provisions of MN/DOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department's list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

**SP-9 (1213) DISQUALIFICATION OF BIDDERS**

Contractors who are debarred or suspended under Minnesota Statutes 161.315 Protection of Public Contracts will not be eligible for award of this contract or to act as a subcontractor to any contractor under this contract.

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

The Contractor shall comply with all terms and requirements the following permits which are attached in Appendix B:

- US/ACOE [404 Clean Water] General Permit (RGP-003-MN)
- MN/DNR Public Waters Work Permit

The Contractor shall comply with all terms and requirements of the following erosion and sediment control permits:

- MPCA/NPDES Construction Activities Storm Water Permit (contractor to obtain)
- City of Duluth/MS4 Erosion and Sediment Control Permit (contractor to obtain)

A draft Storm Water Pollution Prevention Plan (SWPPP) is included in Appendix C.



**SPECIAL PROVISIONS**  
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**MAY 10, 2017**

**SP-11 (1803) LIMITATIONS OF OPERATIONS –FISHERY PROTECTION**

The provisions of MN/DOT 1803 are supplemented with the following: Amity Creek is a designated trout stream. No activity affecting the bed of the protected water may be conducted between April 1<sup>st</sup> and June 30<sup>th</sup>, to minimize impacts of fish spawning and migration.

**SP-12 (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 **July 10, 2017** or within ten (10) calendar days after the date of **Notice to Proceed**, whichever is later.
2. Substantial Completion. All work under this Contract shall be substantially complete on or before **September 16, 2017**. For this project, Substantial Completion shall be deemed to include ALL work in the Contract, except the following items: restore access paths & haul roads, trees, and shrubs.
3. Final Completion. ALL work required under this Contract 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. 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-13 (1807) FAILURE TO COMPLETE WORK ON TIME**

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

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**MAY 10, 2017**

**SP-14 (1901) MEASUREMENT AND PAYMENT**

The provisions of MN/DOT 1901 are supplemented with the following:

The work under these projects will be measured in accordance with section 012200 of Appendix A of these special provisions.

**- END -**

# **APPENDIX A**

## **TECHNICAL SPECIAL PROVISIONS**

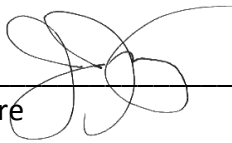
### **AMITY CREEK BANK STABILIZATION**

**City Project #1355**

**APPENDIX A**  
**TECHNICAL SPECIAL PROVISIONS**  
**City Job Number: 1355**  
**AMITY CREEK BANK STABILIZATION**  
**March 13, 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	<u>Joseph J. Jurewicz, P.E.</u> _____ Typed or Printed Name
<u>3/13/17</u> _____ Date	<u>50396</u> _____ License No.

**APPENDIX A**  
**TECHNICAL SPECIAL PROVISIONS**  
**City Job Number: 1355**  
**AMITY CREEK BANK STABILIZATION**  
**March 13, 2017**

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## SECTION 01 22 00

### MEASUREMENT AND PAYMENT

#### PART 1: GENERAL

##### 1.01 GENERAL

- A. This Section of the Specifications describes the measurement and payment for the Work to be done under the items listed on Exhibits A.
- B. Each unit or lump sum price stated on Exhibits A shall constitute full compensation as herein specified for each item of work completed in accordance with the requirements of the Contract Documents including Drawings and Specifications, including all clean up and restoration.
- C. All costs in connection with the Work, including furnishing all materials, machinery, supplies and appurtenances; providing all construction equipment and tools; and performing all necessary labor, coordination, supervision, and management to fully complete the Work shall be included in the unit or lump sum prices quoted on Exhibits A. All Work not specifically set forth as a separate bid item herein shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted on Exhibits A. The price on Exhibits A shall include all work necessary to complete all of the Work.

##### 1.02 ESTIMATED QUANTITIES

- A. The "Extension" price shall constitute full payment to the Contractor for each Bid Item listed on Exhibits A. The Extension price shall be sufficient to cover all the work outlined for that Bid Item in the Contract Documents and shall include all labor, materials, storing, equipment, overhead, profit, insurance, tags, etc. necessary to complete the work as specified. Adjustments to the Extension price shall only be made if there is a change to the Drawings. In the case of changes made in accordance with the Contract Documents, the new Extension price shall be computed as the product of the Contractor Bid Quantity, plus or minus the plan quantity change, and the Unit Price. Actual quantities shall not be measured in the field as the basis for payment unless specifically indicated in the Specifications for the individual Bid Items as indicated by the term "measured in the field." Payment for certain specific Bid Items shall be on a unit price basis as indicated by the term "measured in the field" on the measurement description line for the Bid Item. Payment for these Bid Items shall be the product of the actual field-measured quantity and the Unit Price. The Unit Price shall include all labor, materials, storing, equipment, overhead, profit, insurance, tags, etc. necessary to complete the work as specified.

##### 1.03 INTENT OF EXHIBITS A ORGANIZATION

- A. Payment for all Work shall be in accordance with the terms and conditions set forth elsewhere in the Contract Documents and the Contractor's Bid prices set forth in Contractor's conformed bids on Exhibits A. The Bid items set forth in Exhibits A subdivide the Project for



purposes of measurement and payment only, and are intended to represent the entire and complete Project as set forth in the Contract Documents. The Bid items set forth in Exhibits A shall constitute full compensation to Contractor for providing all supervision, labor, material, equipment, tools, supplies, and overhead and profit to complete the Work in complete accordance with the Contract Documents.

- B. The following paragraphs provide additional descriptions of the Work included in each of the Bid items subject to the provisions of paragraphs 1.01, 1.02, and 1.03 of this Section
1. Some of the Bid items are based on unit lump sum prices. Partial progress payment for those unit lump sum items shall be made in accordance with monthly estimates of percent completed for each item based on the breakdown of the lump sum price in Contractor's approved Schedule of Values. If Contractor does not provide a breakdown of a lump sum price on the approved Schedule of Values, the lump sum price will not be paid, in whole or in part, until all work included in the lump sum item has been completed.
  2. Other Bid items are based on Unit Prices. For those items, progress payments shall be based on the actual quantities of each item of Work completed in accordance with the Contract Documents.
- C. Additional procedures for submitting and processing progress payments are set forth elsewhere in the Contract Documents.

#### 1.04 BID ITEMS FOR 2017 AMITY CREEK BANK STABILIZATION PROJECTS

A. Project Mobilization/Demobilization

1. Method of Measurement: Project Mobilization/Demobilization will be measured on the basis of unit **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a unit lump sum (LS) price for project mobilization/demobilization. The lump sum price shall be payment in full for the costs of all supervision, labor, materials, equipment, overhead and profit, and performing all operations as are necessary for mobilization and demobilization, all complete as specified. Project mobilization/demobilization shall include the Contractor's premium for performance and payment bonds and/or any special insurance obtained for this project; development, implementation and maintenance of appropriate health and safety plan; implementation of all safety precautions; preparing and transmitting the required submittals; obtaining all permits required of the Contractor; furnishing, installing and maintaining Contractor's facilities; providing all work area security; providing all electrical, water and telephone services needed by Contractor; furnishing materials at Contractor's expense where required; furnishing and installing project sign for Amity Creek Bank Stabilization; identifying and locating existing utilities; incidental removals; required meetings and coordination; all traffic safety precautions; control of dust arising during performance of the Work; regular street sweeping; implementing best management practices (BMP's) for erosion control not included in other Bid Items; regular site cleanup; project closeout upon completion of the Work, and other items not specifically paid for but included in the total scope of the Work.

B. Control of Water

1. Method of Measurement: Control of Water will be measured on the basis of unit **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a unit lump sum (LS) price for control of water. This lump sum price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to control water in the work areas shown on the Drawings and specified herein. Control of water shall include the provision, operation and maintenance of pumps and/or dewatering systems along with any temporary barriers, water plugs, temporary piping, and energy dissipation at outlets as necessary to allow the proper construction of the Work.

C. Construction Entrance

1. Method of Measurement: Construction Entrance, will be **measured per each (EA)** Construction Entrance installed as recorded by the Engineer in the field..
2. Basis of Payment: Contractor will be paid a unit price per each (EA) construction entrance installed, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, fill, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish, install, and maintain the construction entrance for the duration of the Work, all complete as specified. Eighty (80) percent of the unit price will be paid for furnishing and installing the construction entrance and twenty (20) percent of the unit price will be paid upon removal of the construction entrance and restoration of the area at the completion of the project.

D. Maintenance and Restoration of Access Paths

1. Method of Measurement: Maintenance and Restoration of Access Paths will be measured on the basis of unit **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a unit lump sum (LS) price for Maintenance and Restoration of Access Paths, all complete as specified. This lump sum price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations necessary to install, maintain, remove, and restore access paths at the completion of the Work, all complete as specified.

E. Clearing and Grubbing

1. Method of Measurement: Clearing and Grubbing will be measured on the basis of unit **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a unit lump sum (LS) for clearing, grubbing and disposal of trees and brush, all complete as specified. This lump sum price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to remove and disposal of



brush and trees and perform buckthorn stump treatment as indicated on the Drawings and as marked in the field by Engineer, all complete as specified.

F. Toewood

1. Method of Measurement: Toewood will be measured on the basis of unit length by linear foot (LF) along the bankfull bench of the stream bank **as measured in the field** by actual horizontal survey or other measurement by Engineer and rounded off to the nearest whole foot.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) of toewood installed, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish and install toe wood, including but not limited to excavation, subgrade preparation, placement of footer logs, root wads, woody debris, dormant cuttings, sill logs, boulders, and backfilling as shown on the Drawings and as directed by Engineer, all complete as specified. This unit price shall include but is not limited to the furnishing of logs, tree trunks, rootballs woody debris for constructing the toewood section, live cuttings, soil lifts and placing vegetation as shown in the drawings.

G. Coir Bench

1. Method of Measurement: Coir Bench will be measured on the basis of unit area in square yards (SY) along the bankfull bench of the stream **as measured in the field** by actual horizontal survey or other measurement by Engineer and rounded off to the nearest whole square yard.
2. Basis of Payment: Contractor will be paid a unit price per square yard (SY) of coir bench installed along the bankfull bench of the stream, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish and install coir bench, including but not limited to live cuttings, fabric, fertilizer, wood stakes, topsoil, seed and fill to grades shown in the Drawings and as directed by Engineer, including excavation and transport of excess materials to soils storage area, all complete as specified.

H. Live Stake

1. Method of Measurement: Live Stake will be measured per each (EA) Live Stake installed **as recorded in the field** by Engineer.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) live stake installed, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all

operations as are necessary to furnish, install, and maintain the live stakes for the duration of the Work, all complete as specified.

I. Filter Log

1. Method of Measurement: Filter Log will be measured on the basis of unit length in linear feet (LF) **as measured in the field** by actual horizontal survey or other measurement by Engineer and rounded to the nearest whole foot. Measurement shall be for a single row, end to end, with no allowance for overlapping.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for filter log, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish, install, maintain the filter log for the duration of the Work, and removal of the filter log following the Work, all complete as specified. Eighty (80) percent of the unit price will be paid for furnishing and installing the filter log and twenty (20) percent of the unit price will be paid upon removal of the filter log at the completion of the project.

J. Erosion Control Blanket

1. Method of Measurement: Erosion Control Blanket will be measured on the basis of unit area in square yards (SY) **as measured in the field** by actual horizontal survey or other measurement by Engineer and rounded to the nearest square yard. Measurement will be of the extent, with no allowance for overlapping.
2. Basis of Payment: Contractor will be paid a unit price per square yard (SY) for erosion control blanket, all complete as specified for the type indicated in the drawings. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish, install, anchor in accordance with manufacturer's recommendations, and maintain the erosion control blanket for the duration of the Work, all complete as specified.

K. Seeding

1. Method of Measurement: Seeding will be measured on the basis of **planned quantity by area** or other measurement by Engineer and rounded to the nearest square yard.
2. Basis of Payment: Contractor will be paid per square yard (SY) for seeding based on planned quantity with all appropriate mixes, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish

and install seeding (seed) as shown in the Drawings and in accordance with the Specifications, all complete as specified.

L. Shrubs

1. Method of Measurement: Shrubs will be measured **per each (EA) shrub** furnished and installed.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) shrub based on sizes identified in the Drawings and Specifications, all complete as specified. This unit price will be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish, install, and maintain the shrub, all complete as specified.

M. Deadfall and Debris Removal and Off-Site Disposal

1. Method of Measurement: Deadfall and Debris Removal and Off-Site Disposal will be measured on the basis of **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a lump sum (LS) for deadfall and debris removal and off-site disposal all complete as specified. This lump sum price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit, and overhead, and performing all operations as are necessary to remove and dispose of deadfall and debris off-site as shown in the drawings and in accordance with the specifications, all complete as specified. Contractor shall salvage any deadfall and debris deemed sufficient for use in streambank restoration activities by the Engineer. Any salvaging of material shall be incidental to the project.

N. Boulder Cross Vane

1. Method of Measurement: Boulder Cross Vane will be paid on the basis of **each (EA) boulder cross vane** installed.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) boulder cross vane identified in the Drawings and Specifications, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish and install cross vanes, including but not limited to sub-cutting base, bank grading, creation of associated scour pools, riprap for bedding, filter rock or fabric, and boulders set at grades shown in the Drawings and as directed by Engineer, including excavation and transport of excess materials to soils storage area, all complete as specified.

O. Riffle

1. Method of Measurement: Riffle will be paid on the basis of **each (EA) riffle** installed.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) riffle identified in the Drawings and Specifications, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish and install riffles,



including but not limited to converging boulder clusters, sub-cutting base, bank grading, riprap for bedding, filter rock or fabric, and boulders set at grades shown in the Drawings and as directed by Engineer, including excavation and transport of excess materials to soils storage area, all complete as specified.

P. Vegetated Keyway

1. Method of Measurement: Vegetated Keyway will be paid on the basis of **each (EA) vegetated keyway** installed.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) vegetated keyway identified in the Drawings and Specifications, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish and install vegetated keyways, including but not limited to excavation, grading, riprap for bedding, filter rock or fabric, and live stakes as shown in the Drawings and as directed by Engineer, all complete as specified.

Q. Site Grading

1. Method of Measurement: Site Grading will be measured on the basis of **lump sum (LS)**.
2. Basis of Payment: Contractor will be paid a lump sum (LS) price for site grading as specified. This lump sum price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations necessary to excavate, fill, haul, stockpile excavated material, and compact fill; and strip, stockpile and install existing topsoil to the grades shown in the Drawings and all complete as specified.

1.05 SUBMITTALS

- A. No submittals are necessary for this section.

1.06 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01 22 00**

## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1: GENERAL

##### 1.01 GENERAL SUBMITTAL PROCEDURES

A. The Contractor shall:

1. Transmit a minimum of one copy of each submittal labeled with the Project name, name of the submittal, and Section and page number of these Contract Documents in which the submittal was requested. Indicate the type or purpose of the submittal as more fully described elsewhere in this Section with regard to the Schedule of Submittals. Transmit the correct number of copies as described below for each type of submittal. A transmittal letter stating the same information shall accompany each submittal.
2. Transmit all hard copy submittals to Engineer.
3. Transmit all electronic submittals to the attention of the Engineer via e-mail with Adobe PDF attachments.
4. Apply Contractor's stamp, signed or initialed certifying that review and verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Unstamped or unsigned submittals and submittals that have not been thoroughly checked by Contractor will be returned without action. Submittals from Subcontractors or vendors will be returned without action.
5. Schedule submittals to expedite Project and in accordance with the Schedule of Submittals to be prepared by Contractor. Coordinate submission of related items.
6. Identify all variations or deviations from the Contract Documents and identify alternative products or system limitations that may be detrimental to successful performance of the completed Work.
7. Provide space for Engineer's review, stamps and comments.
8. Revise and resubmit submittals as required in a timely manner. Identify all changes made since previous submittal.
9. Promptly distribute copies of reviewed submittals to Subcontractors, Suppliers, and other concerned parties. Instruct parties to promptly report any inability to comply with provisions.
10. Contractor shall not proceed with any Work requiring review by Engineer or Engineer until satisfactory submittals have been reviewed and returned to Contractor.
11. Allow a minimum of 7 calendar days for Engineer or Engineer review of submittals.

- B. All submittals that are made that are not specifically required by the Contract Documents will be returned without action.
- C. All submittals shall come from the Contractor and submittals directly from Subcontractors or vendors will be returned without action.

#### 1.02 PROGRESS SCHEDULE & SCHEDULE OF OPERATIONS [NOT USED]

#### 1.03 SCHEDULE OF VALUES [NOT USED]

#### 1.04 SCHEDULE OF SUBMITTALS [NOT USED]

#### 1.05 REVIEW OF SUBMITTALS

- A. The Engineer's review of engineering data will cover only general conformity of the data to the Specifications and Contract Documents, external connections, and interfaces with equipment and materials furnished under separate specifications. The Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information or documentation submitted; nor shall review or approval by the Engineer be construed as relieving the Contractor from any and all responsibility for errors or deviations from the requirements of the Contract Documents.
- B. All engineering data submitted, after final processing by the Engineer shall become a part of the Contract Documents and the work indicated or described thereby shall be performed in conformity therewith unless otherwise required by the Engineer.

#### 1.06 SUBMITTAL FOR INFORMATION OR DOCUMENTATION

- A. Submit one copy to Engineer.
- B. Submittal shall be made at least 7 calendar days before the subject of the submittal is to be incorporated into the Work.
- C. Submittal is for the purpose of formal verification that the subject of the submittal conforms to the requirements of the Specifications, for formal documentation of the Work, or both.
- D. No action is required by Engineer. Engineer will generally notify Contractor if deficiencies are identified; however Contractor is solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

#### 1.07 SUBMITTAL FOR REVIEW

- A. Submit one copy to the Engineer.
- B. Submittal shall be made at least 14 calendar days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 7 calendar days from receipt of submittal.
- C. Submittal is for the purpose of providing opportunity to Engineer for review and comment on the subject of the submittal.

- D. Engineer will respond to the submittal either with a list of comments or indicating no comments.
- E. If Engineer's comments indicate a deficiency with respect to the requirement of the Specifications, Contractor shall amend the submittal and resubmit. Engineer will again respond to the resubmittal.
- F. If Engineer's comments are in regards to an issue which based upon the Contract Documents is at Contractor's discretion, Contractor shall furnish additional information provide justification, and otherwise cooperate in addressing and resolving Engineer's comments.
- G. Contractor shall remain solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

#### 1.08 SUBMITTAL FOR APPROVAL

- A. Submit one copy to the Engineer.
- B. Submittal shall be made at least 14 calendar days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 7 calendar days from receipt of submittal.
- C. Submittals shall be stamped with Contractor's approval. Contractor's stamp shall be a representation that Contractor has assumed full responsibility for determining the submittal requirements and verifying that the subject of the submittal conforms to the requirements of the Specifications. Submittals not bearing Contractor's stamp will be returned without review or action.
- D. Engineer will review, make notations as appropriate, stamp, and return submittals to Contractor. Engineer's stamp and Contractor's required action are described below:
  - 1. NO EXCEPTIONS TAKEN. Contractor may proceed without further action.
  - 2. RECOMMENDED REVISIONS NOTED. Contractor shall review Engineer's notations and revise subject of submittal as required to conform to the requirements of the Drawings and Specifications before proceeding with the Work. Resubmittal is not required.
  - 3. RESUBMIT. Contractor shall review Engineer's notations, revise subject of submittal as required to conform to the requirements of the Drawings and Specifications, and resubmit to Engineer for additional action.
  - 4. REVIEW COMPLETE, FURNISH THREE FILE COPIES. Contractor shall furnish the requested number of copies and may proceed without further action.
- E. No work shall be performed in connection with the fabrication or manufacture of equipment and materials until the data have been reviewed by the Engineer except at the Contractor's own risk and responsibility. Work may proceed when submittals have been returned marked RECOMMENDED REVISIONS NOTED, provided the work is performed in accordance with the Engineer's notations, or NO EXCEPTIONS TAKEN.



- F. If changes are made at the project site to correct manufacturing errors, revised drawings incorporating the changes shall be prepared and submitted to the Engineer.
- G. Drawings shall be in sufficient detail to indicate the kind, size, and arrangement of component materials and devices; the external connections, anchorages, and supports required; the dimensions needed for installation and correlation with the foundations; and other information specifically requested herein.
- H. Each drawing submitted shall be black line on white background or blue line on white background. Print size shall not exceed 24 inches by 36 inches.
- I. Each drawing submitted shall be clearly marked with the name of the project, the specification title, the specification number, the Engineer's assigned number when so advised, and the Contractor's name. If catalog pages are submitted, the applicable items shall be indicated.

#### 1.09 SUBMITTAL OF SHOP DRAWINGS

- A. When required in individual sections of these specifications, submit one opaque reproductions of Shop Drawings in accordance with the Schedule of Submittals.
- B. Contractor shall comply with all requirements of the contract documents and the General Submittal Procedures described elsewhere in this Section.
- C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer that the materials and equipment Contractor proposes to provide meet the requirements of the Contract Documents and to enable Engineer to review the information for the limited purposes indicated below.
- D. Before submitting each Shop Drawing, Contractor shall have determined, verified, and certified the following:
  - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information;
  - 2. All issues regarding fitness for intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the Work; and
  - 3. All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
- E. Contractor shall also have reviewed and coordinated each Shop Drawing with other Shop Drawings and with the requirements of the Work and the Contract Documents. Any disclaimers on Contractor's stamp or otherwise stated by Contractor on Shop Drawings shall not limit Contractor's responsibilities set forth above.
- F. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed



Project as a functioning whole as indicated by the Contract Documents. Engineer's review will not extend to those areas that Contractor is responsible for above. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Engineer's review and approval of Shop Drawings shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents.

- G. Engineer will review and return one marked copies to Contractor within seven (7) calendar days following receipt. Contractor shall not proceed with related Work until approved submittal is returned.
- H. If Engineer's comments require resubmittal, Contractor shall make the revisions indicated and resubmit as for an original submittal. Engineer will review as for an original submittal.
- I. Engineer's comments do not require resubmittal, Contractor shall make the revisions indicated and transmit to Engineer one (1) reproducible transparency (if larger than 11 inches by 17 inches) or one clean first generation copy suitable for reproduction. This original shall bear Contractor's certification in accordance with the requirements of the contract documents.
- J. Following preparation and submittal of final corrected reproducible, Contractor shall reproduce and distribute to Subcontractors and/or Suppliers.
- K. If actual installation does not conform to approved Shop Drawings, notify Engineer. Note revisions on reproducible and submit with record documents.

#### 1.10 ALTERNATE PRODUCTS [NOT USED]

#### 1.11 RECORD DOCUMENTS [NOT USED]

#### 1.12 PRODUCT WARRANTY SUBMITTAL REQUIREMENTS

- A. Submit three (3) executed copies prior to Substantial Completion.
- B. All warranty or guarantee certificates shall be signed by Contractor and all other parties as requested in specific sections.
- C. All product warranty submittals shall conform to the applicable requirements of this section and the other administrative and procedural requirements specified in the individual specification sections.

#### 1.13 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

**PART 2: PRODUCTS [NOT USED]**

**PART 3: EXECUTION [NOT USED]**

**END OF SECTION 01 33 00**



## SECTION 01 51 36

### CONTROL OF WATER

#### PART 1: GENERAL

##### 1.01 SUMMARY

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. This section includes furnishing all labor, equipment, materials, and performing all operations necessary to control water in the work areas shown on the Drawings and specified herein. This work shall include the provision, operation and maintenance of pumps and/or diversion systems along with any temporary barriers, water plugs, or temporary piping necessary to allow the proper construction of the Work.
- C. Contractor shall restore any affected areas to a condition equal to or better than the condition prior to commencement of construction.

##### 1.02 ENVIRONMENTAL REQUIREMENTS

- A. Contractor shall carry out the control of water in compliance with all federal, state and local applicable stream discharge and pollution requirements.

##### 1.03 REFERENCES

- A. Stormwater Pollution Prevention Plan (SWPPP) for the Work.

##### 1.04 SUBMITTALS

- A. **At least 10 working days before mobilization, Contractor shall submit its proposed water management plan to Engineer for review.** This water management plan shall address control of surface water and seepage, provisions to maintain flows past the water control structure sites, and construction procedures.
- B. Review and approval of water management plan does not relieve Contractor from complete responsibility for water management at the site.

##### 1.05 SEQUENCING AND SCHEDULING

- A. Water control operations shall be coordinated with the Engineer.
- B. Contractor shall place erosion and sediment control measures before placing any barriers, berming or runoff diversion in accordance with Section 31 25 00 Erosion and Sedimentation Control of the Specifications.



## 1.06 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be in accordance with the provisions set forth in Section 012200 Measurement and Payment.

## 1.07 RELATED SECTIONS

- A. Section 31 25 00 Erosion and Sedimentation Control

## **PART 2: PRODUCTS [NOT USED]**

## **PART 3: EXECUTION**

### 3.01 CONTROL OF WATER

- A. Contractor will be required to manage the work area during construction to account for fluctuations in water flow and creek water levels as necessary to protect the Work and Contractor's equipment, material, and personnel, and according to all applicable laws and regulations.
- B. Contractor shall be responsible for detailed development of sequencing and staging of construction, demolition, and control of water in the work area.
- C. Contractor must be aware that significant changes in flow and water level can occur in the project area at any given time. Contractor is responsible for any impacts that could result from changing water flow/level conditions.
- D. Water levels and flow volumes shall be controlled in the work area by pumping or by-passing to an extent that the permanent works being performed are not adversely affected. Contractor shall provide energy dissipation measures where pumped or by-passed water re-enters the creek.
- E. Contractor shall include adequate costs in the Contract Price to assure that the water in the work areas can be controlled and the work completed.
- F. Contractor shall maintain all systems for controlling water for the period required to complete the Work.
- G. Contractor shall remove all systems for controlling water and restore these areas to their prior level of service as part of this Work.
- H. Contractor shall be solely responsible for means and methods, integrity of any cofferdams or dewatering methods, etc. including maintaining integrity of creek function and ensuring safety of public and workers.

### 3.02 RESTORATION

- A. Contractor shall be responsible for re-grading, filling or otherwise removing interim drainage and water control features upon completion of that portion of the water control Work. The areas shall be permanently restored as shown on the Drawings and as specified.



- B. Contractor shall restore the areas affected by the control of water work to minimize erosion of exposed surfaces in accordance with the following sections of these Specifications:
1. Section 31 25 00 Erosion and Sedimentation Control
  2. Section 32 90 00 Site Restoration
  3. Remove all control of water facilities and sediment control measures at the completion of the work unless otherwise approved by the Engineer.

**END OF SECTION 01 51 36**



## **SECTION 01 55 00**

### **ACCESS ROADS AND PARKING**

#### **PART 1: GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. Access to the properties on which Contractor is to perform Work is provided by public roadways, public property, easements over private property, and written permission to Work on private property.
- B. Where appropriate, Contractor shall comply with Laws and Regulations applicable to use of public roadways including parking of cars, trucks, and equipment; load limits; and road maintenance.
- C. Any permits and fees required by Laws and Regulations for Contractor's use of public roadways or easements shall be obtained by and paid for by Contractor.
- D. Any and all damage or adverse impacts to public or private roadways, trails or parking areas, as a result of Contractor activities and operations shall be repaired or mitigated, at Contractor's expense, to the satisfaction of the governmental agency having jurisdiction over the damaged roadway, trail, or parking areas. This includes, but is not limited to, the following:
  - 1. City of Duluth requirements for the maintenance of roadways and traffic within their respective boundaries.
  - 2. St. Louis County's requirements for the maintenance of roadways and traffic on all St. Louis County roads.
  - 3. Minnesota Department of Transportation (Mn/DOT) Standards for the maintenance of roadways and traffic on all Mn/DOT roads.
- E. Access to the Site shall be limited to the Site access locations shown on the Drawings and as indicated in these Specifications.
- F. Contractor is responsible for verifying access routes and restrictions for access to the Project Site, including established or practical limits on weight, haul widths, and any other limitations established by the agency or entity having jurisdiction over the roadway.
- G. Contractor shall protect the existing access roads to the Project Site. Access roads shall be in a condition that allows entrance to the Site by Engineer, inspectors, and agencies at all times.
- H. Contractor shall not use or obstruct any public or private roadway or driveway or portion without prior written approval. Any and all damage to such roadways or driveways as a result of Contractor activities and operations shall be repaired, at Contractor's expense, to the satisfaction of the property Engineer.
- I. Contractor shall park within areas agreed to by City Staff and the Engineer.

- J. The Contractor shall provide all equipment and materials necessary for the control of dust arising during the performance of the Work. Dust shall be controlled so as to not be a nuisance to homeowners, adjacent property owners, and the public. When requested by Engineer, or at other times as necessary, Contractor shall take measures to reduce dust. These measures may include, but are not limited to:
  - 1. Sweeping and washing road
  - 2. Watering source areas of dust
  - 3. Temporary surfacing such as paving or sodding source areas.
- K. The Contractor shall participate in pre-construction and post-construction inspections to inventory and assess road and trail conditions, and determine any corrective actions necessary to address degradation or damage caused by Contractor's activities.

#### 1.02 RELATED WORK

- A. Section 32 90 00 Site Restoration

#### 1.03 SUBMITTALS

- A. Pre-Construction Roadway Documentation and Repair: Contractor shall submit to Engineer the documentation gathered during inspection of roadways.
- B. Prior to construction, Contractor shall submit to Engineer for approval a Construction Staging/Laydown Plan.
- C. During construction, Contractor shall submit to Engineer for approval any significant or substantial changes to the Staging/Laydown Plan or construction limits.

#### 1.04 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be incidental to the project.

### **PART 2: PRODUCTS [NOT USED]**

### **PART 3: EXECUTION**

#### 3.01 PRIMARY REGIONAL HAUL ROADS

- A. Contractor shall follow all Mn/DOT requirements and restrictions for haul roads as shown on the Drawings and described in these Specifications as necessary to complete the Work.
- B. Upon completion of the Project Work, Contractor shall make improvements or maintenance as necessary to leave the haul roads in the same conditions as prior to start of work as per Mn/DOT standards.

### 3.02 SECONDARY LOCAL HAUL ROADS

- A. Contractor shall follow all City of Duluth requirements and restrictions for haul roads as shown on the Drawings and described in these Specifications as necessary to complete the Work.
- B. Upon completion of the Project Work, Contractor shall make improvements or maintenance as necessary to leave the haul roads in the same conditions as prior to start of work as per City of Duluth standards.

### 3.03 PROJECT ACCESS ROADS

- A. Contractor shall improve, maintain, and develop access roads as shown on the DRAWINGS and described in these Specifications as necessary to complete the Work.
- B. Upon completion of the Project Work, Contractor shall make improvements or maintenance as necessary to restore the access roads in the conditions shown on the Drawings.
- C. All project access roads shall be within designated right of way, temporary construction easements, or other City owned property.

### 3.04 STAGING AREAS

- A. Proposed staging areas shall be reviewed at the pre-construction conference and approved by the City representative. Any on-site staging within the work limits may be approved by the Engineer in the field.
- B. Contractor shall improve, maintain, and develop staging areas as shown on the Drawings and described in these Specifications as necessary to complete the Work.
- C. Upon completion of the Project Work, Contractor shall restore all staging areas as indicated on the Drawings. Any staging areas outside the immediate area of work shall be restored to same condition, as per City of Duluth standards.

### 3.05 DUST CONTROL

- A. Contractor shall keep the surface of any and all construction Work areas and haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust. This responsibility shall require Contractor to suspend construction or haul traffic until such time as Contractor can and does prevent airborne dust. Contractor shall not overspray so as to create problems, such as tracking of material onto paved surfaces, or muddy haul roads, due to the application of excess moisture. Dust control may be necessary several times per day. Dust control shall be considered incidental to the Project with no additional compensation.

### 3.06 PRECONSTRUCTION ROADWAY DOCUMENTATION AND REPAIR

- A. Contractor shall identify all access routes and notify respective roadway Owners of preconstruction meeting.
- B. Preconstruction meeting will include the following discussion and notification relevant to Site access:



1. Contractor shall indicate what roads they anticipate hauling on
  2. 48 hour notification required prior to hauling
  3. Hauling hour restriction
  4. Dust Control
  5. Noise Control
- C. Contractor shall make repairs to roadways damaged as a result of Contractor's activities. Necessary repairs identified by the assessment shall be repaired at Contractor's expense. Coordination with City, County and Mn/DOT officials shall be performed at Contractor's expense.

### 3.07 RESTORATION OF ACCESS PATHS AND HAUL ROADS

- A. Access path and haul road restoration shall be in accordance with Section 32 90 00 Site Restoration of these Specifications and as shown on the Drawings.

**END OF SECTION 01 55 00**

## SECTION 01 56 39

### TEMPORARY TREE AND PLANT PROTECTION

#### PART 1: GENERAL

##### 1.01 SUMMARY

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. This Section includes guidelines to maximize tree health and minimize tree damage throughout the construction process.

##### 1.02 REFERENCES

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Spec.
  - 1. Mn/DOT Spec. 2101 – Clearing and Grubbing.
  - 2. Mn/DOT Spec. 2571 – Plant Installation.

##### 1.03 SUBMITTALS [NOT USED]

##### 1.04 SEQUENCING AND SCHEDULING

- A. Meet with City's Representative prior to starting construction to review the extent of the tree protection requirements.
- B. Complete before or sufficiently ahead of on-going rough grading, excavation, and backfill.
- C. Install temporary erosion control measures following Work of this Section.
- D. Access routes and laydown areas that require wood chip placement to prevent soil compaction shall have wood chips spread prior to accessing the site.

##### 1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be incidental to the project.

##### 1.06 RELATED SECTIONS

- A. Section 02 41 00 Demolition
- B. Section 31 11 00 Clearing and Grubbing



## 1.07 DEFINITIONS

- A. Brush: All bushes, shrubs, and other vegetation that can be cut with a brush scythe or mowing machine, including small isolated trees having a diameter of 4 inches or less at a point 2 feet above the ground surface.
- B. Trees: Trees having a diameter of 4 inches or more at a point 2 feet above the ground surface.

## 1.08 QUALITY ASSURANCE

- A. Conform to all local regulations.

## 1.09 PROJECT/SITE CONDITIONS

- A. The construction site will include not only the trees that will be impacted directly by the construction process, but also perimeter trees in the surrounding site. Every reasonable effort will be made to protect trees on the construction site.
- B. No removing, cutting or trimming of trees shall be performed without prior approval from City's Representative.
- C. Soil Compaction damage will be controlled by:
  - 1. No unnecessary equipment or materials will be allowed to park on, drive over, or be piled on areas or perimeter areas that will impact trees' root system. An example of this would be a pickup truck parked in a shaded area of a project instead of a hard surface parking lot area.
  - 2. Within the construction zone, every effort will be made to use a one-entry—one-exit traffic or loading zone area rather than multiple entries and exits which can impact all the surrounding trees.
  - 3. Debris or construction materials will not be stored underneath or around trees. This not only prevents compaction but also prevents damage to the trunks of trees and branches through scraping or scuffing of the bark.
  - 4. Any necessary excavation materials will not be left for extended periods, but will be disposed of in an expedient fashion to prevent compaction of soils and minimize damage to trees.
  - 5. Any periods of heavy rains, which saturate soils, may delay construction traffic until soils dry out. Wet soils will magnify compaction problems and magnify tree damage.
  - 6. Access routes that require equipment to travel within the drip line of existing trees shall have a travel-way constructed of a 6 inch layer of wood chips. In wooded areas the wood chips will remain in place following completion of construction activities.

## **PART 2: PRODUCTS**

### **2.01 TEMPORARY TREE PROTECTION FENCE**

- A. Contractor shall provide temporary fence for protection of work areas and trees as directed by Engineer and as shown on the Drawings.
- B. Fencing shall be a woven, highly visible, plastic fabric with metal posts as approved by Engineer.

### **2.02 WOOD CHIPS**

- A. Wood chips shall be as furnished by the contractor.

## **PART 3: EXECUTION**

### **3.01 GENERAL**

- A. Review protection in the field with City's Representative prior to doing Work. Protection limits will be clearly marked by City's Representative.

### **3.02 PROTECTION**

- A. Conduct operations so as not to damage surrounding private property.
- B. Protect trees intended to be saved from injury or defacement during operations.
- C. Install temporary fencing at the construction limits, perimeter of construction access, and drip lines of trees to be protected prior to any construction activities in order to protect vegetation.
- D. City's Representative may require areas of mulch to be spread to minimize compaction when or where compaction cannot be avoided.
- E. Where root severing has to occur, the root cutting will be clean cuts—not jagged or ripped. Contractor shall use a trenching machine, vibratory knife, or rock saw to a depth of 18 inches along the outside limits of disturbance in the vicinity of existing trees prior to clearing and grubbing. When a trenching machine is used, the trench shall be immediately backfilled. All exposed roots should be covered as soon as possible.
- F. Transplanted or re-located trees will be moved using the proper size tree spade to accommodate the tree size and proper follow-up care will be done. This would include mulching and watering as needed.
- G. Contractor shall maintain the temporary fence for the duration of the project. Contractor shall remove all temporary fencing prior to completion of project.

**END OF SECTION 01 56 39**



## **SECTION 02 41 00**

### **DEMOLITION**

#### **PART 1: GENERAL**

##### **1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. This Section includes furnishing all equipment and materials and performing all labor for all demolition and removals as shown on the Drawings and specified herein.
- C. Demolition shall include the following:
  - 1. Removal and disposal of all non-woody debris
  - 2. Removal and disposal of existing woody debris
  - 3. Protection of items adjacent to demolition that are to remain in place, including selected trees, buildings, existing stone walls, existing pipes and manholes, existing pavement, and other utilities and appurtenances

##### **1.02 REFERENCES [NOT USED]**

##### **1.03 SUBMITTALS [NOT USED]**

##### **1.04 SEQUENCING AND SCHEDULING**

- A. Prior to disturbing existing vegetation or soils, temporary erosion control measures shall be in place in accordance with Section 31 25 00 Erosion and Sedimentation Controls of the Specifications.
- B. Prior to any earth-disturbing activities in the active creek bed, water control measures shall be in place in accordance with Section 01 51 36 Control of Water of the Specifications and in-creek sedimentation devices shall be in place in accordance with Section 31 25 00 Erosion and Sedimentation Controls of the Specifications.

##### **1.05 BASIS FOR COMPENSATION**

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

##### **1.06 RELATED SECTIONS**

- A. Section 01 51 36 Control of Water



- B. Section 01 56 39 Temporary Tree and Plant Protection
- C. Section 31 11 00 Clearing and Grubbing
- D. Section 31 25 00 Erosion and Sedimentation Control

#### 1.07 QUALITY ASSURANCE

- A. Contractor shall assume full responsibility for any and all damages resulting from preparation for, performance of or clean-up after Work.
- B. Contractor shall repair or remove items that are damaged. Repair and installation of damaged items will be performed to condition at least equal to that which existed prior to start of Work at no additional cost to Engineer.
- C. Contractor shall provide protection of persons and property throughout progress of Work. Contractor shall proceed in such manner as to minimize spread of dust and flying particles and to provide safe working conditions for personnel.
- D. Contractor shall obtain permission from Engineer before abandoning or removing any existing structures, conduit, materials, equipment, and appurtenances.

### **PART 2: PRODUCTS [NOT USED]**

### **PART 3: EXECUTION**

#### 3.01 GENERAL

- A. Contractor shall demolish structures in a safe, orderly manner, which includes the use of temporary rails and barricades in accordance with applicable federal, state, and local regulations; and shall protect all adjacent structures, utilities, and services during demolition.
- B. Precautions shall be taken to prevent damage to existing Work, which is to remain in place, be reused or remain the property of Engineer and to any new Work constructed or installed under this Contract. Any damage to such Work shall be repaired or replaced as approved by Engineer at no additional cost to Owner. Contractor shall ensure that structural elements are not overloaded as a result of the demolition Work. Shoring, bracing, and temporary supports shall be designed, installed, and maintained as required to maintain structural integrity.
- C. Dust resulting from demolition shall be controlled to avoid creation of a nuisance in the surrounding area. The use of water will not be permitted when it would result in or create hazardous or objectionable conditions such as erosion, transport of sediments into river, pollution, flooding, or ice.
- D. The burning of refuse and debris on the project site will not be permitted.
- E. The use of explosives will not be permitted.

- F. Off-site disposal of fencing, concrete and bituminous material shall be the responsibility of Contractor. Demolished materials shall be immediately disposed of off-site unless approved otherwise by Engineer.

### 3.02 REMOVE NON-WOODY DEBRIS

- A. Contractor shall remove any trash and non-woody debris from the work site as directed by the Engineer and dispose of properly in accordance with applicable federal, state, county, and local regulations.
- B. Non-woody debris to be placed on-site shall be done as directed by the Engineer.

### 3.03 REMOVE WOODY DEBRIS

- A. Contractor shall remove woody debris from the stream channel as shown on the Drawings or directed by Engineer within the area of work.
- B. Woody debris , if consistent with other project specifications, may be utilized as material purposes and placed as shown on the Drawings or directed by Engineer.
- C. The burning of woody debris on the project site will **not** be permitted.
- D. Woody debris for off-site disposal shall be disposed of properly in accordance with applicable federal, state, county, and local regulations.

**END OF SECTION 02 41 00**



## **SECTION 31 10 00**

### **SITE PREPARATION**

#### **PART 1: GENERAL**

##### **1.01 DESCRIPTION**

- A. Work covered under this Section includes providing all materials, equipment, and labor to prepare the Site for construction, including, but not limited to:
  - 1. Modifications to site access
  - 2. Locating existing on-site utilities
  - 3. Development of staging areas
  - 4. Development of stockpile areas
  - 5. Securing project site

##### **1.02 RELATED WORK**

- A. Section 01 55 00 – Access Roads and Parking
- B. Section 02 41 00 – Demolition
- C. Section 31 25 00 – Erosion and Sedimentation Control
- D. Section 31 11 00 – Clearing and Grubbing
- E. Section 31 20 00 – Earth Moving
- F. Section 32 90 00 – Site Restoration

##### **1.03 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.
- B. All applicable Federal, State, and Local laws, regulations and ordinances related to protection of human health and the environment.

##### **1.04 SEQUENCING AND SCHEDULING**

- A. In addition to the requirements of the other Contract Documents, before performing other Work Contractor shall:
  - 1. Obtain Notice to Proceed from Engineer.





2. Obtain any required permits, not otherwise provided, as set forth in the Contract Documents for Work to proceed.
  3. Locate all on site utilities. Prior to any excavation a notice must be given to Gopher One Call (1-800-252-1166). All existing utilities shall be located and sufficiently marked. It shall be the sole responsibility of Contractor to protect and maintain these markings. The Contractor shall protect all existing utilities from damage due to construction. If damage does occur, Contractor shall be responsible for the immediate repair and any associated costs.
  4. Complete preparation of site access and furnishing and installing fencing, signage, and other warning markers and safety precautions.
  5. Establish and implement Contractor Traffic Safety Plan for roadways, pedestrian trails, and bicycle trails.
  6. Establish and implement Contractor Staging/Laydown Plan.
- B. Erosion control measures shall be properly furnished and installed by Contractor as set forth in Section 31 25 00 Erosion and Sedimentation Controls prior to disturbing existing vegetation and soils.

#### 1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be incidental to the project.

### PART 2: PRODUCTS

#### 2.01 MATERIALS

- A. Orange Construction Fence: 4' High UV Stabilized Extruded Polypropylene

### PART 3: EXECUTION

#### 3.01 GENERAL

- A. Contractor shall take measures to prepare the Site access and Site conditions necessary to perform the Work, all in accordance with the Drawings and these Specifications.
- B. Contractor shall take measures as necessary to secure the Project Site from public access to protect Contractor's materials and equipment, and Project Work areas. This includes the use of existing gates or other security measures that limit public access to the Site, as well as additional measures that may be necessary during construction activities.
- C. Contractor shall protect Work areas from public access that may pose danger or hazard to the public. Construction limits, in critical areas as determined by Engineer shall be defined with orange construction fence as indicated on the Drawings.
- D. Contractor shall take measures to prevent access or use of areas outside Construction Limits or designated access roads, staging areas, borrow areas, as well as preventing access or Work



in areas designated as protected, no-touch zones, or no access areas designated on the Drawings.

- E. Access to the Project site shall be limited to the Site access locations shown on the Drawings and or as indicated in these Specifications.
- F. Contractor shall park within staging areas designated in the Drawings.

### 3.02 CONSTRUCTION FENCING

- A. Install temporary construction fencing in locations as indicated on the plans. Fencing shall be installed in accordance with manufacturer's recommendations.
- B. Contractor shall remove temporary construction fencing at the Completion of the Project.

### 3.03 RESTORATION OF ACCESS PATHS AND HAUL ROADS

- A. Access path and haul road restoration shall be in accordance with Section 32 90 00 Site Restoration of these Specifications.

**END OF SECTION 31 10 00**



## **SECTION 31 11 00**

### **CLEARING AND GRUBBING**

#### **PART 1: GENERAL**

##### **1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of all other Contract Documents.
- B. This Section includes providing all materials, equipment, and labor to clear and grub stumps, trees, sticks, brush, and rocks within the clearing limits. Clearing limits are identified on the Drawings. Work includes but is not limited to:
  - 1. Cutting, excavating, and salvaging selected trees for use elsewhere on the Site.
  - 2. Clearing and grubbing of selected trees, brush, and stumps.
  - 3. Herbicide treatment of buckthorn stumps.
  - 4. Removal of stumps/large trees and excess brush to a disposal location determined by Contractor.

##### **1.02 Related Sections**

- A. Section 01 56 39 Temporary Tree and Plant Protection
- B. Section 31 25 00 Erosion and Sedimentation Control

##### **1.03 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Spec.
- B. American Society for Testing and Materials, Current Edition, hereafter referred to as ASTM.

##### **1.04 SUBMITTALS [NOT USED]**

##### **1.05 SEQUENCING AND SCHEDULING**

- A. Contractor shall obtain Notice to Proceed from Engineer before beginning any clearing and grubbing operations.
- B. Contractor shall perform the clearing and grubbing operation in accordance with the schedule of work to be submitted in accordance with Section 01 33 00 Submittal Procedures of the Specifications.



## 1.06 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

## PART 2: PRODUCTS

### 2.01 ROOT WADS, FOOTER LOGS, AND LARGE WOODY DEBRIS

- A. Root Wads shall be from select trees to be removed from the project site or imported from off site.
- B. Root wads shall be from the lower portion of tree, preferably of hardwood species and no elm trees shall be allowed for use as root wads.
- C. The root fan shall have a minimum diameter of roughly 2 feet. The fan shall have no maximum size and may be trimmed to fit site needs. The root fan shall have relatively few broken roots and be securely attached to the trunk.
- D. The trunk should be relatively straight and free of breaks and splits. For use in Toe Wood trunks shall have a minimum length of 10 feet and a maximum length of 20 feet as measured up from the highest root and be a minimum of 10 inches in diameter at the end of the trunk.
- E. For use in Toe Wood footer logs and large woody debris shall be a minimum of 8 inches in diameter and meet the same specifications as the root wad trunk above. Required length will be 8 feet minimum.

### 2.02 HERBICIDE

- A. Contractor shall use Garlon 3A herbicide with a brightly colored dye added to the mixture. The DNR has recommended and approved this product for use near bodies of water. Contractor shall follow manufactures specifications; federal and state laws and regulations for applying the herbicide in a manner that will not adversely affect the environment.
- B. Chemical such as the herbicide shall be stored in a confinement area to prevent spills from entering nearby waterbodies.

## PART 3: EXECUTION

### 3.01 CLEARING TREES FOR REMOVAL

- A. Contractor shall remove trees and brush selected by Engineer for proper performance of the Work as shown on the Drawings.
- B. Trees larger than 6 inches in diameter will be marked in the field by Engineer for removal. All trees larger than 6 inches in diameter that are not marked in the field by Engineer shall be left in place and protected during construction.
- C. Trees and brush marked for removal in the clear and grub limit will be cut at ground surface grade and only those with a diameter greater than 2 inches will have roots removed, or as directed by Engineer.



- D. Where root severing must occur, the root cutting will be clean cuts, not jagged or ripped. Contractor shall use a trenching machine, vibratory knife, or rock saw to a depth of 18 inches along the outside limits of disturbance in the vicinity of existing trees prior to clearing and grubbing. When a trenching machine is used, the trench shall be immediately backfilled. All exposed roots shall be covered as soon as possible.
- E. Contractor shall dispose of the cleared trees, in accordance with Laws and Regulations, at an off-site location selected by Contractor.

### 3.02 CLEARING TREES FOR SALVAGE

- A. The Contractor shall cut and fall selected trees for re-use elsewhere on the site as root wads or footer logs. Elms shall not be salvaged.
- B. The excavated root wad and stump shall remain intact for trees cleared for root wads. The size of the root wad shall be as shown on the Drawings. The salvaged root wad and stump shall be stockpiled for re-use elsewhere on the site and protected from damage.
- C. Footer logs salvaged from tree trunks of hardwood species shall be stockpiled for re-use elsewhere on the site and protected from damage (excluding elms). Footer logs shall be a meet the same specifications as the root wad trunk above. The size of the footer logs shall be as shown on the Drawings.

### 3.03 GRUBBING

- A. Grubbing shall consist of the removal of Engineer-selected stumps, sticks, and brush remaining after clearing operations has been completed. Contractor shall dispose of the grubbed materials, in accordance with Laws and Regulations, at an off-site location selected by Contractor.
- B. Stumps shall be disposed of off-site at an appropriate location to be determined by Contractor.
- C. Grubbing shall be completed to the satisfaction of Engineer, and completed before earthwork begins.
- D. To minimize the disturbance of existing ground surface, grubbing of roots of trees with a diameter less than 2 inches in diameter will not be required.

### 3.04 BUCKTHORN STUMP TREATMENT

- A. Buckthorn stump treatment shall be performed wherever buckthorn plants are cut within the clearing and grubbing limits, and shall be incidental to the clearing and grubbing operations.
- B. Contractor shall treat all buckthorn stumps of trees and brush cut flush with ground and left in place with Garlon 3A to prevent sprouting. The Garlon 3A mixture shall contain a brightly colored dye that will mark the stumps and brush that has been treated. Contractor shall follow manufactures specifications, federal and state laws and regulations for applying the herbicide in a manner that will not adversely affect the environment.



- C. Contractor shall spray or paint the cut surfaces of freshly cut stumps and stubs with undiluted Garlon 3A. The cambium area next to the bark is the most vital area to wet.

3.05 DEADFALL AND DEBRIS REMOVAL AND OFF-SITE DISPOSAL

- A. The Contractor shall remove selected deadfall and debris as shown on the Drawings.
- B. The Contractor shall dispose of the deadfall and debris material, in accordance with Laws and Regulations, at an off-site location selected by the Contractor.

**END OF SECTION 31 11 00**



## **SECTION 31 20 00**

### **EARTH MOVING**

#### **PART 1: GENERAL**

##### **1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. This Section includes furnishing all supervision, labor, materials, and equipment required to complete all general or miscellaneous earthwork and site grading at the site including, but not limited to:
  - 1. Sediment removal for on-site or off-site disposal
  - 2. Excavate and haul earth as required for bank stabilization measures
  - 3. Importing and placing common fill and topsoil
  - 4. Fill, compact, and regrade stream bank slopes, floodplain and embankments
  - 5. Strip, stockpile and install topsoil
  - 6. Excavate for the construction of proposed structures
  - 7. Furnish and install topsoil

##### **1.02 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.
- B. American Society for Testing and Materials, Current Edition, hereafter referred to as ASTM.

##### **1.03 SUBMITTALS**

- A. Contractor will submit test results for each type of off-site soil material used for the stream bank stabilization.
- B. One sample will be collected and tested for grain size distribution from each off-site location for each type of material.
- C. Test results will be submitted 10 working days prior to hauling on site. Materials not meeting the specifications will be rejected. No material will be hauled to the site until test results from that specific material conform to the specified requirements.
- D. Contractor shall submit for approval a designated location for disposal of excess soil and sediment identified for off-site disposal.



#### 1.04 SEQUENCING AND SCDULING

- A. Erosion control measures shall be properly furnished and installed by Contractor as set forth in Section 31 25 00 Erosion and Sedimentation Controls prior to disturbing existing vegetation and soils.

#### 1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

#### 1.06 JOB CONDITIONS

- A. It shall be Contractor's sole responsibility to review available tests and reports, conduct additional tests, and otherwise determine to its own satisfaction the location and nature of all surface and subsurface features and the soil and water conditions that will be encountered, as more fully set forth elsewhere in the Contract Documents.
- B. Contractor shall be solely responsible for determining the means and methods for meeting the compaction requirements specified herein, except that compaction by flooding or puddling or other means that involve saturation or over-wetting the soil will not be permitted. Contractor shall be solely responsible for utilizing means and methods that protect adjacent structures and utilities from damage resulting from Contractor's operations, specifically including, but not limited to, settlement, consolidation, displacement, cracking, vibration, undermining, washout, and uplift caused by excavating, compaction, dewatering, or any other operation.
- C. Provide all shoring, bracing, trench boxes, and other measures required to perform all Work in accordance with Laws and Regulations. Specifically, Contractor shall be responsible to assure that all excavations conform to the requirements of OSHA including without limitation those set forth in 29 CFR 1926, Subpart P (Occupational Safety and Health Standards – Excavations).

#### 1.07 TESTING

- A. A qualified testing laboratory will conduct all sampling and testing of backfill and base materials as specified in these specifications. The firm will be selected and contracted by Contractor, but with prior approval by Engineer. The testing laboratory will perform appropriate tests including gradation testing, standard proctor density testing, and in-place density testing.
- B. The following minimum number of tests will be conducted:
  - 1. Gradation testing will be performed at least every 200 cubic yards for random fill and base materials. At least two gradation tests shall be taken from each source location.
  - 2. At least two proctor density tests will be performed for each source location.
  - 3. For each in-place density test, reports will include a statement on whether test has passed or failed. If any test has failed, statements will be made as to what actions were taken to correct material compaction, and additional tests will be submitted demonstrating acceptable (passed) compaction.





4. Only passing tests will be considered in the count of material tests taken, as specified above.

## **PART 2: PRODUCTS**

### **2.01 SOIL MATERIALS**

#### **A. Common Fill**

1. Common fill shall be excavated native mineral soil from the site that is free draining, free from excessive moisture, debris, roots, organic material, frozen soil, or rocks larger than 2 inches in diameter.

#### **B. Select Granular Backfill**

1. Select granular backfill shall be a mineral product consisting of sound durable particles and excluding crushed carbonate quarry rock, crushed concrete, and salvaged bituminous mixture and shall be free of all organic material. The select granular backfill shall be uniformly graded from fine to coarse and shall conform to the following gradation requirements:

<u>U.S. Standard Sieve Size</u>	<u>Percent Passing (dry weight)</u>
1"	100
3/4"	90-100
3/8"	50-90
No. 4	35-80
No. 10	20-65
No. 40	10-35
No. 200	0-5

#### **C. Topsoil (Topsoil Borrow or Import Topsoil)**

1. Topsoil Borrow shall be soil existing in the earth stratum immediately below the existing vegetated surface layer, consisting of some organic material, generally darker color than underlying mineral soil. The depth of existing topsoil is variable. Material existing below 6 inches under existing grade shall not be considered Topsoil Borrow unless approved by Engineer.
2. Import Topsoil shall be in accordance with Mn/DOT Standard Specification 3877.2.A; Topsoil Borrow, with min. 85% material passing 2.00 mm (#10) sieve, between 3% and 20% organic matter, and pH between 6.1 and 7.8. Import topsoil shall be weed seed free.

## **PART 3: EXECUTION**

### **3.01 EXAMINATION**

- A. Contractor shall examine the area and conditions for performing earthwork. If unsatisfactory conditions occur during the work, Contractor shall not proceed with the work until unsatisfactory conditions have been corrected.



- B. It shall be Contractor's responsibility to determine to its own satisfaction the location and nature of all surface and subsurface obstacles and the soil and water conditions that will be encountered during construction.
- C. Locations of Utilities and Underground Facilities shown on Drawings are approximate and Engineer shall not make any representations as to the accuracy or completeness thereof. It shall be Contractor's sole responsibility to determine the locations.

### 3.02 PREPARATION

- A. Contractor shall make arrangements to locate all existing Utilities and Underground Facilities in the areas of work. If any are to remain in place, Contractor shall provide adequate means of protection during earthwork operations.
- B. Contractor shall protect structures, driveways, parking lots, fences, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

### 3.03 TOPSOIL STRIPPING, STOCKPILING AND PLACEMENT

- A. Contractor shall strip the existing topsoil from areas to be graded in accordance with Mn/DOT Standard Specification 2105, to a maximum depth of 6 inches below existing grade or as directed by Engineer.
- B. Salvaged topsoil shall be stockpiled as indicated on the Drawings.
- C. Salvaged and imported topsoil shall be placed to the depths shown in the Drawings below finished grade and as specified in Section 32 90 00 Site Restoration of these Specifications.

### 3.04 SITE GRADING

- A. Grade the area along the proposed stream bank and flood plain as necessary to match the slopes and elevations described and/or shown on the Drawings.
- B. Smooth-grade finished ground disturbed by Contractor's activities to slopes and elevations shown in the Drawings such as to blend smoothly into existing ground.

### 3.05 EXCAVATION

- A. Excavate to the lines, elevation, grades, and dimensions shown on the Drawings, or as necessary to complete the work shown on the Drawings.
- B. Stability of Excavations:
  - 1. Slope sides of excavations to comply with applicable Laws and Regulations and to provide access for compaction equipment.
  - 2. Provide shoring and bracing where required to comply with Laws and Regulations, or to protect adjacent surface or subsurface features, or to limit activity within construction limits. Contractor shall design shoring and bracing and provide all materials, including



piling, uprights, stringers, and cross-bracing in good condition at no additional cost to Engineer.

3. Remove all temporary shoring and bracing not specifically indicated in the Drawings or these Specifications to remain.

C. Water Controls:

1. Provide all temporary controls, including diversions as Contractor deems necessary, to prevent surface water from flowing into excavations.

D. Material Storage:

1. Stockpile materials required for backfill away from edge of excavations and trenches. Shape and grade to provide drainage and minimize erosion. Provide temporary erosion control and diversions around base as necessary.
2. Dispose of demolition debris, excess and unsuitable material off-site promptly following excavation.

E. Excavation Limits:

1. Excavate existing soil to lines, grades, elevations, and dimensions show on the Drawings, or as necessary to complete the work as shown on the Drawings.
2. Excavation beyond the lines and grades shown in the Drawings or described herein without the specific direction of Engineer will be considered unauthorized excavation and shall be remedied at Contractor's expense by backfilling and compacting as specified for the appropriate situation described herein or shown on the Drawings.

F. Protect excavation bottoms against freezing when atmospheric temperature is below 35°F.

### 3.06 BACKFILL AND FILL

A. General:

1. Provide compaction appropriate for the location as specified elsewhere in this Section.
2. Backfill shall be deposited, spread, and compacted to the total specified thickness shown on the Drawings.
3. Backfill shall proceed as promptly as possible, but not before completion of the following:
  - (a) Removal of temporary bracing, and backfilling of voids with satisfactory materials.
  - (b) Removal of trash and debris.
  - (c) Permanent or temporary bracing is in place to support walls or other components.



- B. Place backfill and fill materials in layers not more than 8 inches in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum density for each area classification. Do not place backfill or fill material on surfaces that are soft, muddy, frozen, or contain frost or ice.
- C. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift. Notify Engineer of any damage and repair as approved before proceeding.
- D. Do not place frozen soil or any material containing organic matter, trash, debris, large rocks, or other deleterious substances.
- E. Slope Fill
  - 1. Fill used for backfill on slopes shall be placed in lifts no greater than 12 inches.

### 3.07 COMPACTION

- A. General:
  - 1. Furnish equipment suitable for soil conditions and compactive effort required to meet compaction criteria specified herein.
  - 2. Control moisture content for placement at optimum (+ 3 percent, - 2 percent).
- B. Where backfill, subgrade, or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of backfill, subgrade, or layer of soil to prevent free water appearing on surface during or subsequent to compaction operations. Disc or otherwise thoroughly mix to distribute added water.
- C. Remove and replace soil material that is too wet to permit compaction as specified.
- D. Stream bank:
  - 1. Compact fill in stream bank regarding areas as specified in the Drawings to an in place density as measured by ASTM D1556 of 90 percent of Standard Proctor density.
  - 2. Prior to placement of fill, compact native soil to obtain 90 percent of Standard Proctor density at depth of 12 inches.
- E. Around Structures:
  - 1. Compact fill around structures (including culverts, walls, piles and etc.) as specified in the Drawings to an in place density as measured by ASTM D1556 of 95 percent of Standard Proctor density.
  - 2. Prior to placement of fill, compact native soil to obtain 95 percent of Standard Proctor density at depth of 12 inches.



### 3.08 DISPOSAL OF EXCAVATED SOIL AND SEDIMENT

- A. Excess soil or stream sediment identified for onsite disposal shall be disposed at onsite location(s) as indicated on the Drawings and approved by the Engineer.
- B. All excavated materials for onsite disposal not incorporated into the construction shall be disposed of in the designated stockpile areas as directed by the Engineer. All stockpile areas used by the Contractor shall be appropriately graded so as to provide proper drainage and left in a neat condition.
- C. Stockpiles of excavated materials shall conform to the requirements of Section 31 25 00 Erosion and Sedimentation Control of these Specifications.
- D. Excess soil or stream sediment identified for offsite disposal shall be disposed at a location selected by Contractor and approved by Engineer

### 3.09 TOLERANCES

- A. Surface of all trails shall be 0 to + 0.25 feet of proposed elevations as shown on the Drawings.
- B. Grading tolerances for sub-base and base shall be 0 to - 0.25 feet of proposed elevations, as shown on the Drawings.
- C. Finished grade elevation to be -0.25 to +0.25 feet above grades shown on the Drawings.
- D. Horizontal tolerance for grading areas shall be within -2.0 to +2.0 feet as shown on the Drawings.
- E. Any changes to grade must be approved by Engineer.

### 3.10 FIELD QUALITY CONTROL

- A. Contractor shall utilize equipment, materials, and procedures which are anticipated to meet the quality requirements specified.
- B. Contractor shall permit Engineer to observe subgrades and fill layers before further construction work is performed thereon. Tests of subgrades and fill layers may be taken by Engineer.

### 3.11 MAINTENANCE

- A. Contractor shall repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Contractor shall maintain erosion control measures as set forth in Section 31 25 00 Erosion and Sedimentation Controls until seeding and planting is accepted by Engineer.
- C. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, Contractor shall scarify surface, reshape, and compact to required density prior to further construction.



### 3.12 DUST CONTROL

- A. Contractor shall keep the surface of any and all construction work areas and haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust. This responsibility shall require Contractor to suspend construction or haul traffic until such time as Contractor can and does prevent airborne dust. Contractor shall not overspray so as to create problems, such as tracking of material onto paved surfaces, or muddy haul roads, due to the application of excess moisture.

**END OF SECTION 31 20 00**



**SECTION 31 25 00**  
**EROSION AND SEDIMENTATION CONTROL**

**PART 1: GENERAL**

**1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. This Section includes providing all materials, equipment, and labor to protect slopes including, but not limited to:
  - 1. Obtain all erosion control permits for the site (if required).
    - a. These permits include but are not limited to:
      - i. MPCA NPDES/SDS General Stormwater Permit
      - ii. City of Duluth Erosion and Sediment Control Permit
  - 2. Provide temporary erosion control to meet the requirements of the erosion control permit (if required).
  - 3. Provide temporary erosion control to prevent transport of soil materials from the sites of the Work in compliance with this Section of the Specifications.
  - 4. Furnish and install Construction Entrance.
  - 5. Furnish and install Silt Fence and Filter Log.

**1.02 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.
- B. American Society for Testing and Materials, Current Edition, hereafter referred to as ASTM.
- C. Authorization to Discharge Stormwater Associated with Construction Activity Under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.

**1.03 SEQUENCING AND SCHEDULING**

- A. Construct erosion control measures specified in this Section or as directed by Engineer prior to commencing activities related to clearing and grubbing or excavation.
- B. Maintain and replace the erosion controls for the duration of the construction as necessary in accordance with this Section of the Specifications as directed by Engineer.



- C. Contractor shall coordinate grading work and erosion control measures with placement of erosion control blanket as detailed in Section 32 90 00 Site Restoration of these Specifications.

#### 1.04 QUALITY ASSURANCE

- A. Engineer may stop work on the project if Contractor is operating in violation of the plans and specifications. Contractor shall, within 24 hours, commence to diligently restore the project to conform to the conditions of the plans and specifications. If, in Engineer's opinion, Contractor has not, within 24 hours after to work stoppage, commenced to diligently restore the project to conform to the conditions of the plans and specifications, then Engineer may, without further notice to Contractor, take actions to immediately restore the project to the conditions of the plans and specifications. The cost of actions by Engineer required to restore the project to the conditions of plans and specifications will be paid by Contractor.

#### 1.05 PROJECT CONDITIONS

- A. The project Contract Documents and permits shall be available at the construction site in either the field office, or the inspector's vehicle, or the Contractor's vehicle, for inspection by federal, state, and local officials as required by the permit for the duration of the Project.
- B. The Contractor shall maintain a record of all inspections of the site as required by the permit, and shall include:
  - 1. Date and time of inspections
  - 2. Findings of inspections
  - 3. Corrective actions taken (including date and time)
  - 4. Documentation of changes to the Temporary Erosion and Sediment Control Plan made during construction.
  - 5. Date of all rainfall events (including total precipitation)

#### 1.06 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

### PART 2: PRODUCTS

#### 2.01 MATERIALS

- A. Construction Entrance
  - 1. Rock Construction Entrance
    - a. Rock construction entrances shall conform to the requirements indicated on the Drawings. The course aggregate shall not consist of crushed concrete or bituminous materials. Gradation of the course aggregate shall conform to the





aggregate fraction of CA-1 and CA-2 on Table 3137-1 of MnDOT Specification 3137. The Contractor shall sweep roads free of all sediment which is transported onto them as a result of construction. Sweeping shall be done at least weekly if sediment is on the streets or more frequently if requested by the City or County Highway Department. The cost for sweeping shall be at the Contractor's expense.

2. Fill Material

- a. Fill material required for access off of Seven Bridges Road can be of any material which the contractor sees fit for the installation of the construction entrance. Contractor is responsible for proper design of construction entrance to withstand any loads due to equipment used to complete the project. MnDOT Type 3 Geotextile shall be placed on the existing surface prior to placement of fill for construction entrance.

B. Silt Fence

1. Silt fence for land applications shall conform to Mn/DOT Standard Specification 3886 for heavy duty silt fence, except that support posts shall be no further than 1.2 meters (4 feet) apart.

C. Filter Log

1. Filter log shall conform to Mn/DOT Standard Specification 3897 for wood fiber bioroll.

## PART 3: EXECUTION

### 3.01 TEMPORARY EROSION AND SEDIMENT CONTROL

- A. Temporary erosion and sediment control activities will be required through the duration of the project. Contractor shall use Best Management Practices (BMPs) for erosion control as specified on the Drawings.
- B. Unless precluded by snow cover, all exposed soil areas with a continuous positive slope within permanent drainage ditch or other storm water conveyance system, which is connected to a surface water, shall have temporary protection or permanent cover for the exposed soil areas within the following time frames:
  1. Type of Slope Temporary protection or permanent cover where the area has not been, or will not be, worked by Contractor for:

Steeper than 3:1	7 days
10:1 to 3:1	7 days
Flatter than 10:1	7 days
  2. For the purposes of this provision, exposed soil areas do not include stockpiles of sand, gravel, aggregate, concrete or bituminous.
- C. The bottom of any temporary or permanent drainage ditch constructed to drain water from a construction site must be stabilized within 100 lineal feet from a surface water state. Stabilization must be initiated within 24 hours of connecting the drainage ditch to a water of



the state, existing gutter, storm sewer inlet, drainage ditch, or other storm water conveyance system which discharges to surface water and be completed within five calendar days.

- D. Prior to connecting any pipe to a surface water or drainage ditch, the pipe's outlet must be provided with temporary or permanent energy dissipation to prevent erosion.
- E. Perform temporary erosion control to conform to the requirements of Engineer, and any erosion control permit that may apply to the Site, including:
  - 1. Furnish, install, and maintain silt fence and other temporary erosion controls necessary to prevent the erosion and transport of soils, silt, mud, and debris off site or to other areas of the site where damage could result.
  - 2. Temporary erosion controls include silt fences, hay bales, flotation silt curtain, and other means necessary to control erosion. If necessary, silt fence shall be installed according to Mn/DOT Specification 3886 and according to manufacturer's recommendations.
  - 3. Construct temporary erosion controls where there is evidence that sediment is being transported from the work area, where drainageways flow from the work area, and elsewhere as required to control erosion.
  - 4. Schedule operations to minimize the amount of area disturbed and thus susceptible to erosion at any given time.
  - 5. Remove and dispose of all temporary erosion controls when turf has been fully established or when earthwork such as diversion dikes have eliminated the possibility of sediment transport from the work area.
- F. Schedule operations to minimize the amount of area disturbed and thus susceptible to erosion at any given time.
- G. Maintain the appearance and functionality of the temporary erosion control measures throughout the duration of the Work.

### 3.02 CONSTRUCTION ENTRANCE

- A. Construction entrances shall be constructed to the dimensions and material thicknesses shown on the Drawings to reduce the amount of sediment tracked off site by vehicles.
- B. Construction entrances and crossings, including on roadways and trails, shall be cleaned and maintained at the end of each work day.
- C. Bituminous surface of construction entrances shall be swept within a 24-hour period of any construction activities that produce sediment that may be tracked off site or a minimum of twice a day during peak construction activities as directed by Engineer.
- D. Contractor shall be responsible for removal, disposal or restoration of construction entrances.

### 3.03 SILT FENCE



- A. Silt fence shall be installed at locations down gradient of all excavations, or as instructed in the field by the Engineer.
- B. Silt fence shall be installed in accordance with Mn/DOT Standard Specification 2573 for machine sliced or heavy duty silt fence.
- C. Removal of silt fencing shall be performed as follows:
  - 1. No silt fencing or portion of the silt fencing shall be removed more than 4 hours prior to time and on the same day as seed and mulch or erosion control blanket will be placed at that location within the construction limits.
  - 2. Generally not less than 30 growing days or more than 60 growing days after seed and mulch is installed, however, never before it is determined that germination of seed has resulted in acceptable coverage rate and does not need to be reseeded.

#### 3.04 FILTER LOG

- A. Filter log shall be installed at locations shown on the Drawings and down gradient of all excavations, or as instructed in the field by the Engineer.
- B. Filter log shall be installed in accordance with Mn/DOT Standard Specification 2573.
- C. Removal of filter log shall be performed as follows:
  - 1. No filter log or portion of the filter log shall be removed more than 4 hours prior to time and on the same day as seed and mulch or erosion control blanket will be placed at that location within the construction limits.
  - 2. Generally not less than 30 growing days or more than 60 growing days after seed and mulch is installed, however, never before it is determined that germination of seed has resulted in acceptable coverage rate and does not need to be reseeded.

**END OF SECTION 31 25 00**



## **SECTION 31 37 00**

### **RIPRAP AND BOULDERS**

#### **PART 1: GENERAL**

##### **1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. This Section includes providing all materials, equipment, and labor to furnish and install riprap and stream stabilization materials including, but not limited to:
  - 1. Granular filter aggregate
  - 2. Riprap (all classes)
  - 3. Salvage and install boulders
  - 4. Igneous boulders for rock vanes
  - 5. Installing boulder vanes and rock vanes

##### **1.02 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.
- B. American Society for Testing and Materials, Current Edition, hereafter referred to as ASTM.

##### **1.03 SUBMITTALS**

- A. Test Results/Certificates—Submit the following test results and/or certificates in accordance with the general procedures set forth in Division 1 of these Specifications. At least 2 weeks prior to delivery to Site, Contractor shall provide Engineer with:
  - 1. A certificate indicating compliance with Specifications for granular filter aggregate, each applicable class of riprap, and igneous boulders.
  - 2. For each rock material, test results for at least two random samples showing gradation (ASTM D422) and classification (ASTM D2487).
  - 3. Source identification of all materials (i.e., address, vendor, etc.) so that Engineer can sample if desired.



#### 1.04 SEQUENCING AND SCHEDULING [NOT USED]

#### 1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Unit Price Measurement and Payment.

### **PART 2: PRODUCTS**

#### 2.01 GENERAL

- A. Materials used for riprap shall be durable angular rock or field stone (round) as specified on the Drawings, of approved quality, sound, hard, and free of seams, cracks, and other structural defects. The stone shall be free of contamination by soil and other debris prior to incorporation in the Work.

#### 2.02 GRANULAR FILTER AGGREGATE

- A. Granular filter aggregate shall conform to Mn/DOT Standard Specification 3601, Table 3601-2 for granular filter material.

#### 2.03 IGNEOUS BOULDERS

- A. Igneous boulders shall be sound, hard, and free of defects. Limestone or sandstone will not be permitted.
- B. Imported boulders shall have a mean diameter of 30 inches with less than 10 percent finer than 30 inches in diameter and 100 percent finer than 42 inches in diameter. The 50 percent size shall not be smaller than 30 inches and not greater than 36 inches.
- C. On-site boulders for salvage and re-use shall be identified in the field by the Engineer.

### **PART 3: EXECUTION**

#### 3.01 GENERAL

- A. Riprap and boulder materials shall be installed in accordance with Mn/DOT Standard Specification 2511 with a thickness and to the limits shown on the Drawings and as directed by Engineer.

#### 3.02 GRANULAR FILTER AGGREGATE

- A. Granular filter aggregate shall be installed in accordance with Mn/DOT Standard Specification 2511 with a thickness and to the limits shown on the Drawings and as directed by Engineer.

#### 3.03 CROSS VANES

- A. Cross vanes shall be installed with a thickness and to the grades and limits shown on the Drawings and as directed by the Engineer



- B. As boulders are being installed, Engineer may determine that placement of boulder needs to be adjusted by repositioning or rotating the boulders. Contractor shall reposition or rotate boulder until placement is acceptable to Engineer.
- C. Place riprap bedding material to and elevation 0.1 to 0.2 feet below the boulder top at the upstream face, ensuring that any voids between the boulders are filled. Manually place granular filter aggregate on the upstream face of the riprap bedding to fill gaps between the stones.

#### 3.04 RIFFLE

- A. Riffles shall be installed to the grades and limits shown on the Drawings and as directed by the Engineer
- B. As boulders are being installed, Engineer may determine that placement of boulder needs to be adjusted by repositioning or rotating the boulders. Contractor shall reposition or rotate boulder until placement is acceptable to Engineer.

#### 3.05 IGNEOUS BOULDERS

- A. Igneous boulders shall be installed in accordance with the plans and as directed by Engineer.
- B. As boulders are being installed, Engineer may determine that placement of boulder needs to be adjusted by repositioning or rotating the boulders. Contractor shall reposition or rotate boulder until placement is acceptable to Engineer.

**END SECTION 31 37 00**



## **SECTION 32 90 00**

### **SITE RESTORATION**

#### **PART 1: GENERAL**

##### **1.01 DESCRIPTION**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. Work covered under this Section includes providing all materials, equipment, and labor to restore all disturbed areas, and includes soil preparation, seeding, mulching, erosion control blanket and all other work as may be necessary, all in accordance with the Contract Documents including, but not limited to:
  - 1. Restoring all areas disturbed as a result of Contractor's performance of the Work.
  - 2. Seed and place erosion control blanket in areas as shown on the Drawings or as directed by the Engineer.
  - 3. Restoring access paths, storage and laydown areas, and haul roads.
  - 4. Areas disturbed by Contractor outside the construction limits shown on the Drawings, or used as laydown areas are to be restored in kind at the Contractor's expense.
  - 5. Furnish and install trees, shrubs and other plants at locations as shown on the Drawings or as directed by the Engineer.

##### **1.02 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.
- B. American Standard for Nursery Stock, ANSI Z60.1-1990.
- C. Native Vegetation Establishment and Enhancement Guidelines. Minnesota Board of Soil & Water Resources. November 2013.
- D. Seeding Manual 2014 Edition. Minnesota Department of Transportation, Office of Environmental Stewardship, Erosion Control Engineering Unit

##### **1.03 SUBMITTALS**

- A. Contractor shall submit all product information a minimum of two weeks prior to the Work.
- B. Contractor shall submit test results for topsoil from off-site source to be incorporated into the work a minimum of 2 weeks prior to use on the site. Imported topsoil must be certified free of noxious weed seeds.



- C. Contractor shall provide seeds blended by the vendor and the mixture and ratio shall be guaranteed in writing to be as specified by percentage or weight in the Seed and Plant Lists. Seed testing indicating an 80% or higher viability must be supplied to Engineer. This submittal is required of the Contractor prior to final payout.

#### 1.04 SEQUENCING AND SCHEDULING

- A. Contractor to coordinate the planting work with site grading work, with the goal of minimizing lag time between completion of grading and restoration work.
- B. Contractor to notify Engineer when planting operations will occur, a minimum of three (3) days in advance.
- C. It is the Contractor's responsibility to contact the local utility companies for verification of the location of all underground utility lines in the area of work.

#### 1.05 QUALITY ASSURANCE

- A. Codes: Trees shall comply with local, state and federal laws relating to inspection for diseases and insect infestation.
- B. Grading Standards: Trees shall meet the requirements set forth in these Contract Documents. In addition, they shall meet the requirements recommended by ANSI Z60.1.
- C. Inspection: The Engineer's Arborist reserve the right to inspect the seeds and plants, either at place of growth or at site before planting, for compliance with requirements for name, variety, size, quantity, quality, and mix proportion. Approval of material at those times does not preclude the right of inspection and rejection during progress of the planting work.
- D. Delivery and Storage of Plants:
  - 1. Contractor shall have the plants shipped and stored with protection from weather or other conditions which would damage or impair the effectiveness of the product.
  - 2. Plants shall be packed in such a manner as to ensure adequate protection against damage while in transit.
  - 3. When plant shipment is made by enclosed vehicle, the vehicle shall be adequately ventilated to maintain the plant storage area at less than 70 degrees F in transit.
  - 4. Engineer will inspect all plants. Items which have become wet, moldy, or otherwise damaged in transit or in storage, will be rejected.
  - 5. Protect plant material from heat and drying out if not planted immediately upon delivery. Set plant material on the ground, and keep continually moist and/or protect with a covering of soil, mulch, or other acceptable material. Material that is not protected in this manner is subject to rejection by the Engineer's Arborist.
  - 6. Contractor shall time delivery so that plants will be planted within 24 hours after delivery. Protect plugs against drying and damage prior to planting.





7. Each species shall be handled and packed in the manner approved for that plant, having regard for the soil and climatic conditions at the time and place of digging and delivery, and to the time that will be consumed while in transit or delivery. All precautions that are customary in good trade practice shall be taken to insure the arrival of plants in good condition.

E. Handling Trees:

1. Lift balled and burlap material from the bottom only, using straps or webbing to avoid cutting into the root ball.
2. Tying of branches shall be done with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
3. Protect plants from wind and sun at all times by using tarpaulins or covers to prevent foliage, branches, and roots from drying out.

- F. Foreman to have a minimum of five years of experience in landscape installation and restoration and have horticultural or ecological restoration training. All crews to be familiar with planting procedures and be under the supervision of a qualified foreman. Foreman must be able to take direction from and communicate with the Engineer.

1.06 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

1.07 RELATED SECTIONS

- A. Section 31 20 00 Earth Moving
- B. Section 35 31 00 Shoreline Protection
- C. Section 32 95 00 Establishment Period Maintenance and Management

**PART 2: PRODUCTS**

2.01 TOPSOIL

- A. Topsoil may be obtained from topsoil stockpiled during site preparation work. Any imported topsoil furnished by Contractor shall conform to the requirements of Mn/DOT Standard Specification 3877.2A Topsoil Borrow and shall be weed seed free.

2.02 TURF SEED

- A. The turf grass seed mixture shall be State Seed Mix 25-131 Low Maintenance Turf, applied at the rate specified below as specified in Mn/DOT Standard Specification 3876.2F.

Seed	Pounds per Acre
Seed Mix No. 25-131	220

- B. Fall seeding dates shall be July 20 to September 20. Dormant seeding dates shall be October 20 to November 15.

## 2.03 RESTORATION AREA SEED

### A. Seed Mixes

1. State Seed Mix No. 34-361 Riparian Northeast Seed Mix: The seed mixture for revegetating disturbed areas as specified on the Drawings five and one-quarter (5.25) pounds per acre of grasses mixture, one-half (.5) pounds per acre of sedges and rushes mixture, three-quarter (.75) pounds per acre of forbs mixture. Cover crop shall be and Winter Wheat at twenty-five (25) pounds per acre seeding rate.

Common Name	Scientific Name	Rate (lb/ac)
Virginia wild rye	<i>Elymus virginicus</i>	2.00
American slough grass	<i>Beckmannia syzigachne</i>	1.50
fowl bluegrass	<i>Poa palustris</i>	0.70
riverbank wild rye	<i>Elymus riparius</i>	0.50
tall manna grass	<i>Glyceria grandis</i>	0.25
rice cut grass	<i>Leersia oryzoides</i>	0.15
fowl manna grass	<i>Glyceria striata</i>	0.09
bluejoint	<i>Calamagrostis canadensis</i>	0.06
	<b>Total Grasses</b>	5.25
fox sedge	<i>Carex vulpinoidea</i>	0.20
dark green bulrush	<i>Scirpus atrovirens</i>	0.12
pointed broom sedge	<i>Carex scoparia</i>	0.06
woolgrass	<i>Scirpus cyperinus</i>	0.05
tussock sedge	<i>Carex stricta</i>	0.04
path rush	<i>Juncus tenuis</i>	0.03
	<b>Total Sedges &amp; Rushes</b>	0.50
blue vervain	<i>Verbena hastata</i>	0.22
marsh milkweed	<i>Asclepias incarnata</i>	0.12
spotted Joe pye weed	<i>Eutrochium maculatum</i>	0.11
grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.07
giant sunflower	<i>Helianthus giganteus</i>	0.07
common boneset	<i>Eupatorium perfoliatum</i>	0.05
flat-topped aster	<i>Doellingeria umbellata</i>	0.04
spotted touch-me-not	<i>Impatiens capensis</i>	0.03
blue monkey flower	<i>Mimulus ringens</i>	0.02
giant goldenrod	<i>Solidago gigantea</i>	0.02
	<b>Total Forbs</b>	0.75

3. State Seed Mix No. 36-311 Woodland Edge Northeast Seed Mix: The seed mixture for revegetating disturbed areas as specified on the Drawings one and one-half (1.5) pounds of forb mix per acre and seven (7.0) pounds per acre for grass mixture. Cover crop shall be Winter Wheat at 25 pounds per acre seeding rate.

Common Name	Scientific Name	Rate (lb/ac)
fringed brome	<i>Bromus ciliatus</i>	2.00
slender wheatgrass	<i>Elymus trachycaulus</i>	2.00
nodding wild rye	<i>Elymus canadensis</i>	1.25
fowl bluegrass	<i>Poa palustris</i>	0.87
poverty grass	<i>Danthonia spicata</i>	0.50
False Melic	<i>Schizachne purpurascens</i>	0.25
bluejoint	<i>Calamagrostis canadensis</i>	0.13
	<b>Total Grasses</b>	<b>7.00</b>
American vetch	<i>Vicia americana</i>	0.50
black-eyed susan	<i>Rudbeckia hirta</i>	0.26
smooth wild rose	<i>Rosa blanda</i>	0.16
stiff goldenrod	<i>Oligoneuron rigidum</i>	0.14
smooth aster	<i>Symphyotrichum laeve</i>	0.14
tall cinquefoil	<i>Drymocallis arguta</i>	0.06
gray goldenrod	<i>Solidago nemoralis</i>	0.06
flat-topped aster	<i>Doellingeria umbellata</i>	0.04
upland white aster	<i>Solidago ptarmicoides</i>	0.04
common yarrow	<i>Achillea millefolium</i>	0.03
Lindley's Aster	<i>Symphyotrichum ciliolatum</i>	0.03
pearly everlasting	<i>Anaphalis margaritacea</i>	0.02
large-leaved aster	<i>Eurybia macrophylla</i>	0.02
	<b>Total Forbs</b>	<b>1.50</b>

#### 2.04 FERTILIZER

- A. Fertilizer shall be applied at a rate of 500 pounds per acre (11.5 pounds per 1,000 square feet) of 10-20-20 as specified in the Mn/DOT Standard Specification 3882.2 and as shown on the Drawings for VRSS seeding areas.
- B. Fertilizer shall be applied at a rate of 350 pounds per acre of 20-10-20 as specified in the Mn/DOT Standard Specification 3882.2 and as shown on the Drawings for turf grass areas.

#### 2.05 EROSION CONTROL BLANKET

- A. Erosion control blanket shall be Mn/DOT Standard Specification 3885.1, Category 3N type 2S wood fiber or straw blanket where shown on the Drawings. The fibers shall be made into blanket from organic netting. The blanket fibers shall be of consistent thickness and evenly distributed throughout the blanket and shall be a 100% biodegradable erosion control blanket.

## 2.06 MULCH

- A. Mulch material for seeding areas shall be Type 3 clean straw mulch as specified in the Mn/DOT Standard Specification 3882.2. All mulch shall be free of noxious weed seed.
- B. Mulch material for trees and shrubs shall be Type 6 mulch (wood chips) as specified in the Mn/DOT Standard Specification 3882.2, or VisPore® Tree Mats or an approved equal.

## 2.07 SHRUBS

- A. All new shrubs shall conform to the requirements of Mn/DOT Standard Specification 3861 Plant Stock or equal approved by the Engineer.
- B. Contractor shall provide nursery grown plants. No wild collected plants will be accepted. Do not use materials which have been in cold storage for longer than 45 days.
- C. Contractor shall deliver plants after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set plants in shade, protect from weather and mechanical damage, and keep moist and cool.
- D. Contractor shall not remove container grown stock from containers until planting time.
- E. Contractor shall label at least one plant of each variety in each planting area with a securely attached waterproof tag bearing legible designation of botanical and common name.
- F. All plants shall be true to type and have a vigorous root system.
- G. Plants shall be free from insects and diseases and must show appearance of normal health and vigor.
- H. Plants shall be true to their name as specified. The genetic origin of all plants shall be from as close to the project location as possible but no farther than a 150 mile radius. No re-labeled or re-bagged plants from beyond this mileage limit will be accepted without prior written approval by Engineer.
- I. All plants shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestations.

## PART 3: EXECUTION

### 3.01 GENERAL

- A. After work in a particular area has been completed, the areas shall be final-graded as shown on the Drawings. Grading shall be performed in a manner that will minimize erosion. After final grading, all disturbed areas shall be covered with topsoil, seeded, fertilized and mulched, or sodded. Restoration shall be in accordance with Mn/DOT Standard Specifications 2575 and as specified herein.
- B. Coordinate the vegetation establishment work with the grading and finishing operations to provide protection as soon as possible after areas have been graded.



### 3.02 TOPSOIL PLACEMENT AND GRADING

- A. Contractor to cover all areas to be seeded with a uniform mixture of topsoil to the depths shown in the Drawings.
- B. Place stockpiled topsoil uniformly over entire area to be seeded. In the event that topsoil has been disturbed or is not of acceptable depth prior to application of seed, supplement topsoil should be added in area to bring it up to the required depth. All areas receiving seed shall be worked until the soil is completely fined and in a mellow condition, and to a smooth, even finish grade. All holes, depressions and rivulets shall be filled in to ensure no disruption of established drainage patterns. All rubble, sticks, branches, or stones and extraneous material over ¾-inch diameter on the surface, which will interfere with the seeding shall be picked up and removed.
- C. Immediately prior to seeding, Contractor shall loosen topsoil to a depth of 6 inches, or to maximum depth of topsoil, if less than 6" on all areas except slopes steeper than 2 horizontally to 1 vertically using discs, harrows, tiller rakes to produce fine grade. On slopes steeper than 2:1, use cultivating equipment in general direction at right angles to the direction of surface drainage wherever practical.
- D. For all areas to be turf seeded, apply dry, free flowing fertilizer using a mechanical spreader, and thoroughly mix in to the top 3 inches of soil using a meeker harrow or similar device.
- E. Prepare ground so top of new seeded area will be flush with adjacent soil, adjacent walks, and permanent surfacing.

### 3.03 SEEDING

- A. Seeding Dates and Cover Crop
  - 3. Fall (September 1 – October 20) or Dormant (October 20 – November 15) Seeding: The seed mixture for revegetating disturbed areas as specified and Winter Wheat as a cover crop at pounds per acre as specified for each seed mix.
- B. Seed shall be sown in accordance with Mn/DOT Standard Specifications 2575.3B and as specified herein. The soil shall be prepared less than 48 hours prior to seeding. Seed shall be applied at the rate specified.
- C. Seeding operations are to be conducted under favorable weather between September 1 and November 15. Engineer may adjust specified dates depending on the prevailing weather conditions.
- D. Seed prior to applying mulch or installing erosion control blanket.
- E. The specified seed mixture shall be a uniform blend of the designated seeds, and shall be uniformly spread and sown by means of mechanical equipment. All mechanical equipment used in the seeding operation shall be operated in a general direction at right angles to the direction of surface drainage whenever practical. Provisions shall be made by markers or other means to ensure that the successive seeded strips will overlap. Seeding shall be done before the soil prepared for seeding becomes eroded, crusted over, or dried out. Seeding



activities will be suspended or altered as directed by Engineer when soil conditions become excessively wet or dry.

- F. Seeding shall be performed mechanically with equipment designed for even distribution of seed for native seed mixes. The seed may be applied by a tractor-drawn rotary spreader or seed drill (except that tractor-drawn equipment will not be permitted on previously seeded and mulched areas), or a hand-operated or manually pushed mechanical spreader. The use of hand-operated or manually pushed mechanical spreaders will be permitted in areas where it is inaccessible for other equipment. Hand seeding will be allowed for small areas but all seed must be hand raked to ensure good seed-to-soil contact. Hydroseeding is not to be used for native seed mixtures.
- G. Turf seeding shall be performed mechanically with equipment designed for even distribution of seed. During windy weather, no seeding shall be done with hydroseeding devices.
- H. All seeded areas shall have the seed bed firmed after seeding and prior to mulching. In these areas, soil firming shall be performed using a corrugated cultipacker or other Engineer-approved soil-firming equipment. Soil firming shall be accomplished the day seed is applied.

#### 3.04 MULCHING

- A. All seeded surfaces not covered by erosion control blanket shall be mulched the same day seed is applied.
- B. Following the mulching operation, precautions shall be taken to prohibit pedestrian or vehicular traffic over the mulched area. Any mulch which is displaced by such activities shall be replaced at once, but only after the work preceding the mulching, which may have been damaged as a result of the displacement, has been acceptably repaired. Mulching activities will be suspended or altered as directed by Engineer when soil conditions become excessively wet or dry.

#### 3.05 EROSION CONTROL BLANKET

- A. Erosion control blanket shall be installed in all areas as shown on Drawings in accordance with Mn/DOT Standard Specifications 2575.3. Blankets are to be installed vertically on the slope. Where more than one width is required, a minimum six inch (6") overlap should be used. Secure the outer most stitch of each blanket with a common row of staples. Blankets shall be trenched at the head of the slope if the blanket cannot be extended three feet over the slope crest or if overland flow is anticipated from upslope areas.

#### 3.06 TIME OF PLANTING

- A. Shrub planting operations are to be conducted under favorable weather conditions during the following planting seasons:
  - 3. Fall: September 30 to November 30

#### 3.07 LAYOUT OF SHRUBS

- A. Engineer will stake shrub locations prior to any digging. This does not apply to VRSS plantings and live cutting placements.



### 3.08 PLANTING OF SHRUBS

- A. Planting of shrubs mulching shall conform to the requirements of Mn/DOT Standard Specification 2571.
- B. Contractor shall water plantings within 8 hours of installation. Contractor is responsible for keeping trees and shrubs watered through the guarantee period. Watering of shrubs shall be considered incidental to plant installation and maintenance.
- C. All shrubs will be mulched with wood chips or tree mats as shown on the Drawings.

### 3.09 RESTORATION OF ACCESS PATHS AND HAUL ROADS

- A. Access paths, storage and laydown areas, and haul roads shall be restored as shown on the Drawings and as directed by Engineer.
- B. Seed mixes for access paths, storage and laydown areas, and haul roads shall be as shown on the Drawings and as specified herein.
- C. Mulch and erosion control fabric for access paths, storage and laydown areas, and haul roads shall be as shown on the Drawings and as directed by the Engineer.

### 3.10 CLEAN UP

- A. Clean-up the entire area around planting operations and restore to its original condition. This work shall include replacement of sod damaged by Contractor's planting operations.

### 3.11 INSPECTION AND ACCEPTANCE

- A. Contractor to request an inspection by Engineer of completed work. Engineer will produce a punch list following the inspection. The punch list will note all repairs, replacements, or work completions which may appear at the time to be necessary in the judgment of the Engineer. Engineer will deliver a copy of the punch list to the Contractor. Upon completion of all work identified on the punch list, a second inspection will be made. Such procedure will continue until all items of the punch list are corrected. Upon completion of a satisfactory inspection, the Engineer will accept the work as complete, provided all requirements of the extended maintenance and guarantee are met.

### 3.12 MAINTENANCE AND GUARANTEE

- A. Contractor shall provide maintenance and management of all planting as described in Section 32 95 00 Establishment Period Maintenance and Management of these Specifications, or otherwise indicated on Drawings.
- B. Contractor to guarantee all trees and shrubs under this contract for a minimum of one full year from the time of Engineer acceptance.
  - 3. Replacements: At the end of the Guarantee Period, all plants shall fulfill all the requirements of these specifications with regard to quality and condition; further, they shall be free of dead branches and twigs and shall bear a minimum of 50% of the foliage present when planted having normal density, size, shape and color as determined by the





City Any plants failing to satisfy all these conditions shall be replaced as soon as possible. Plants may be replaced prior to the end of their guarantee Period if such an agreement exists between the Contractor and the Engineer. Replacement stock shall be subject to all requirements as to selection, inspections, preparation, planting and maintenance operations. Replacements shall match caliper and/or height attained by other stock of the original planting.

4. Replacement Guarantee: Replacement stock shall not be guaranteed.
  5. Final Acceptance and Payment: A final inspection will be held after the end of the Guarantee period and after all replacements are complete. Final acceptance will be submitted in writing by the Engineer and payment will be issued for the amount of the maintenance period retainage.
- C. Condition Standards: Contractor to request inspection of seeding and planting work by Engineer not less than 40 days after completion, or after May 15<sup>th</sup> the following year to verify that seeding areas are free of dead or dying patches larger than 9 square feet, and show foliage of normal density, size and color.
- D. Coverage Standards: Growth and coverage of seeding shall meet the following standards:
3. STAGE 1 (End of 1st full growing season or later depending upon date of seeding):
    - (a) Seedlings of at least three native grass species and five native forb species shall be widely dispersed through seeded area. No areas of bare soil larger than nine square feet shall exist.
    - (b) No bare patches of soil larger than four square feet shall exist.
- E. Inspection and Reporting During Warranty Period:
3. Upon completion of the seeding and plant establishment work, request a review by the Engineer to determine whether the work conforms to the requirements of the specifications.
  4. Request a review by the Engineer during the growing season not less than 40 days after completion, or after May 15<sup>th</sup> the following year after planted to confirm plant and seed establishment success.
  5. The Engineer will review all seeded and planted areas for acceptance at the end of each growing season and for final acceptance at the end of the warranty period.
  6. If the condition and coverage criteria listed above are met by the growth of acceptable species, then the work will be accepted.
  7. Following each review, Engineer will submit to Contractor written notification of acceptance or of corrective action required.
- F. Corrective Work During Warranty Period:





3. Reseed, replant, and otherwise correct work which does not meet the Condition and Coverage standards during each year and at the end of the Warranty period, without cost to the Engineer.
  4. Perform corrective work in conformance with the requirements of this Specification.
- G. Delays: Delays in completion of planting operations, which extend the planting into more than one planting season, shall extend the Warranty period correspondingly.
- H. Exceptions: Contractor shall not be held responsible for failures due to vandalism.

**END OF SECTION 32 90 00**



## SECTION 32 95 00

### ESTABLISHMENT PERIOD MAINTENANCE AND MANAGEMENT

#### PART 1: GENERAL

##### 1.01 SUMMARY

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. All work shall be performed by Contractor meeting minimum qualifications described herein, demonstrating streambank restoration experience, natural resources education, and extensive plant knowledge.
- C. This Section includes providing all materials, equipment, and labor necessary for herbaceous plant maintenance for a period of one year including, but not limited to:
  - 1. Inspection and reporting
  - 2. Weed Control (as necessary)

##### 1.02 REFERENCES

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereinafter referred to as Mn/DOT Standard Specifications.
- B. Native Vegetation Establishment and Enhancement Guidelines. Minnesota Board of Soil & Water Resources. November 2013.
- C. Seeding Manual 2014 Edition. Minnesota Department of Transportation, Office of Environmental Stewardship, Erosion Control Engineering Unit

##### 1.03 SUBMITTALS

- A. Submit the following during the 1 year maintenance period, at the time the work is requested:
  - 1. Procedures plan for herbicide and/or pesticide treatments, including a list of the targeted weeds, insects, and pests; neighbor notification and on-site postings method; list of products, rate of application, limitations or restrictions on product use; and copy of applicator license (if supervisor has changed from project inception).

##### 1.04 SEQUENCING AND SCHEDULING [NOT USED]

##### 1.05 FOR COMPENSATION

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.



## 1.06 QUALIFICATIONS

- A. Contractor shall perform all work under the direct control of a superintendent conforming to the minimum qualifications, including streambank restoration experience, natural resources education, and extensive plant knowledge.
- B. Contractor shall not change superintendents without the written approval of Engineer.
- C. If Contractor, in opinion of Engineer, fails to provide a superintendent conforming to the minimum qualifications Contractor shall be considered in breach of the Agreement.

## 1.07 EROSION CONTROL

- A. Contractor is required to continue erosion control methods and maintain previously installed materials, and to install where necessary additional protection to control erosion and sedimentation during their work on the site. Additional erosion control measures shall be considered incidental to plant maintenance.

## PART 2: PRODUCTS [NOT USED]

## PART 3: EXECUTION

### 3.01 ONE-YEAR MAINTENANCE PERIOD

- A. Maintenance Period:
  - 1. At the direction of Engineer, perform the maintenance work described below during a one-year maintenance period commencing with preliminary acceptance of the work defined above as the receipt by the Installation Contractor of a written notice from Engineer that the installation work conforms to the requirements of the Specifications.
  - 2. Contractor shall fulfill all mandatory requirements without notification of Engineer.
  - 3. Engineer will request additional work from Contractor during the 1 year maintenance period, as deemed necessary by Engineer. This work includes herbicide application and manual weed removal.
- B. General Requirements (Mandatory):
  - 1. Protection of Existing Conditions: Use every reasonable precaution to prevent damage to existing conditions such as structures, utilities, plant materials and walks on or adjacent to the site of the work. Any damage caused by Contractor shall be repaired at Contractor's expense.
  - 2. Barriers: Maintain existing fences or provide additional barricades, fences or other barriers as necessary to protect existing conditions from damage during maintenance operations.
  - 3. Hazardous Operations: Do not store materials or equipment, do not allow operation or parking of equipment under the branches of trees and shrubs.



4. Notification: Submit to Engineer written notification of any damaged plants and/or structures.

C. Inspection and Reporting (Mandatory):

1. Contractor shall notify Engineer at least 24 hours in advance of inspection in order to facilitate coordinated inspection.
2. Once a month (May through October), Contractor shall inspect for invasive weed encroachment, dead plants and erosion problems, and to determine condition of the work and need for maintenance activities.
3. After each inspection, Contractor shall prepare and submit to Engineer a telephone report, e-mail report, or written report describing the results of the inspection and recommendations for further maintenance activities. Report shall be submitted to Engineer within 5 days of completing the inspection and prior to the following month's inspection.

D. Herbicide or Manual Treatment (As Necessary):

1. Upon discovery of invasive species during scheduled inspections conduct herbicide and/or manual treatments for weed control.
2. Herbicide and/or manual treatments may be required monthly (May - October) for the first 2 seasons, or not at all, depending upon site conditions.

E. Mowing: (As Necessary)

1. At the request and direction of Engineer, conduct mowing operations at the site.
2. Mowing may be requested one or more times per year or not at all, depending upon weed growth and whether burning is performed.
3. Use a flail-type mower to prevent creation of mats of clippings.
4. Use low-profile equipment appropriate to slope conditions and to minimize the damage to soils and vegetation.
5. Mow at a height of 6 to 8 inches. Do not mow shorter than 6 inches.

F. Final Review:

1. At the end of the 1 year maintenance period, Contractor shall request a review by Engineer to determine whether the work conforms to the requirements of the Specifications.
2. If Engineer determines that work does not conform to the requirements of the Specifications, Contractor will receive written notification of required corrections.
3. Contractor shall perform corrective work within ten calendar days of Final Review.



4. Upon completion of the corrective work, Contractor shall request another Final Review by Engineer, who will determine whether the work conforms to the requirements of the Specifications.
- G. Final Acceptance: Contractor will receive a written notification of Final Acceptance when Engineer determines that the work conforms to the requirements of the Specifications.

**END OF SECTION 32 95 00**



## **SECTION 35 31 00**

### **SHORELINE PROTECTION**

#### **PART 1: GENERAL**

##### **1.01 SUMMARY**

- A. All Work included in this Section shall be performed in accordance with the following paragraphs and the provisions of the other Contract Documents.
- B. This Section includes furnishing all materials and equipment and performing all labor necessary for shoreline protection as shown on the Drawings and specified herein, including but not limited to:
  - 1. Logs imported for footer logs, root wads, or large woody debris
  - 2. Installation of Root Wads
  - 3. Installation of Toewood
  - 4. Installation of Coir Bench
  - 5. Harvesting and installation of Dormant Cuttings and Live Stakes
  - 6. Installation of Filter Log

##### **1.02 REFERENCES**

- A. Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, hereafter referred to as Mn/DOT Standard Specifications.

##### **1.03 BASIS FOR COMPENSATION**

- A. Compensation for all Work covered under this Section of these Specifications shall be as set forth in Section 01 22 00 Measurement and Payment.

##### **1.04 RELATED SECTIONS**

- A. Section 31 11 00 Clearing and Grubbing
- B. Section 31 20 00 Earth Moving
- C. Section 31 37 00 Riprap and Boulders
- D. Section 32 90 00 Site Restoration



## 1.05 DEFINITIONS

- A. Root Wad – The lower portion of a tree, preferably hardwood species, consisting of a root fan and trunk.
- B. Toe wood – Constructed soil lifts above a streambank toe protection, The toe protection consists of root wads, large woody debris, woody debris, and granular fill.
- C. Brush Mattress – A layer (mattress) of interlaced dormant cuttings placed on a bank face or above toe protection measures such as riprap or toewood.
- D. Filter Log – A fiber log consisting of coconut fibers (or approved equal) that have been compressed and stuffed into a netting, with a minimum diameter of 12 inches, staked to the slope.
- E. Live Stakes – Field harvested, dormant stakes with 1 to 2 inch diameter; length determined by application; typically 3 feet in length.
- F. Dormant Cuttings – Locally harvested dormant woody vegetation, 1/2 to 2 inch diameter, harvested at 6' to 8' in length and trimmed to length at time of installation 1-2 feet longer than the width of proposed soil lift. Used in coir bench installations and brush mattress.

## 1.06 QUALITY ASSURANCE

- A. Communication between Contractor and Engineer:
  - 1. Contractor to notify Engineer at least 3 days in advance of any work to be performed at site, or of any inspections necessary to conform to Specifications.

## 1.07 WARRANTY OF PLANTING WORK

- A. Contractor shall warrant that plantings will meet the Condition Standards defined below after planting is complete.

## PART 2: PRODUCTS

### 2.01 ROOT WADS

- A. The root fan shall have a minimum diameter of roughly 3 feet. The root fan shall have no maximum size and may be trimmed to fit site needs. The root fan shall have relatively few broken branches and be securely attached to the trunk. Trunks shall be relatively straight and free of breaks and splits. Trunks should have a minimum length of 12 feet and a maximum length of 20 feet. Trunks should have a minimum diameter of 12 inches.
- B. Footer logs will should be a minimum of 10-12 inches in diameter and meet the same specifications as the root wad trunk above. Required length will be 14 feet minimum.
- C. Boulders with a weight between 800 - 3,000 pounds will be used as root wad anchors.

### 2.02 MATERIAL FOR WOODY DEBRIS



- A. Woody material for fill shall be small limbs and branches, with a maximum diameter of 4 inches.
- B. Woody debris material shall not be rotten.

#### 2.03 DORMANT CUTTINGS

- A. Dormant cuttings shall be locally harvested when dormant. All red-osier dogwood and willow spp. dormant cuttings will be obtained from approved harvest locations.
- B. Minimum stem diameter shall be ½ to 2 inch diameter; 1 to 2 feet longer than the width of proposed soil lift. The live branches should be relatively straight, with no visible signs of disease, damage or deformity.

#### 2.04 LIVE STAKES

- A. Live stakes shall be field harvested dormant cuttings, sourced on-site to the extent practical.
- B. Live stakes shall have minimum stem diameters ranging from 1 to 2 inches; length determined by application. The live stakes should be relatively straight, with no visible signs of disease, damage or deformity. The stakes should have all side branches removed.
- C. The bottom or basal end of the live stakes should be cleanly cut at a 45 degree or sharper angle and the top end should be cut square (flat).

#### 2.05 FILTER LOGS

- A. Filter Logs shall be a fiber log consisting of natural fibers (or approved equal) that have been compressed and stuffed into a netting, with a minimum diameter of 12 inches, and in accordance with Mn/DOT Standard Specification 3897.2 (A, B, D). Filter log anchorage shall be in accordance with the manufacturer's recommendations and as shown on the Drawings.

#### 2.06 LIVE PLANTS

- A. Live plants for Shoreline Protection measures shall be as specified in Section 32 90 00 Site Restoration of these Specifications.

#### 2.07 SEED MIXES

- A. Seed mixes for Shoreline Protection measures shall be as specified in Section 32 90 00 Site Restoration of these Specifications.

#### 2.08 SUBSTITUTIONS

- A. Species to be planted shall be as specified. For any proposed substitutions Contractor shall submit written application and comply with requirements of the contract documents.
- B. If acceptable proof is submitted to Engineer, that any seed or plant specified is not obtainable, due to conditions beyond the control of Contractor and for reasons other than cost changes





since submittal of Contractor's Bid, a proposal will be considered for use of the nearest equivalent variety with an appropriate adjustment of the unit price.

#### 2.09 TOPSOIL

- A. Topsoil may be obtained from topsoil stockpiled during earth moving work. Any imported topsoil furnished by Contractor shall conform to the requirements of Mn/DOT Standard Specification 3877.2A Topsoil Borrow and shall be weed seed free.

#### 2.10 FERTILIZER

- A. Fertilizer for Shoreline Protection measures shall be as specified in Section 32 90 00 Site Restoration of these Specifications.

#### 2.11 NATURAL FIBER MATTING

- A. The outer exposed fiber matting layer of each soil lift shall be a machine produced woven un-seamed degradable natural fiber fabric such as GEOCOIR®/DeKowe® 900 woven coconut fiber mesh, BioD-Mat™ 90, or an approved equivalent having a functional longevity of 4 to 6 years.
- B. The inner layer of each soil lift shall be BioNet® C125BN (North American Green) long-term erosion control blanket is constructed of 100 percent biodegradable materials containing a 100 percent coconut fiber matrix, or an approved equivalent having a functional longevity of up to 24 months.

#### 2.12 WOODEN STAKES

- A. Wood stakes should be 2 by 4 inch lumber cut on the diagonal to a length of 3 feet.

### **PART 3: EXECUTION**

#### 3.01 LOCATION OF WORK

- A. Engineer will determine in field exact location of work.

#### 3.02 SITE PREPARATION

- A. Contractor to notify Engineer a minimum of 3 days in advance of any work to occur on site.

#### 3.03 INSTALLATION

##### A. SEED AND LIVE PLANTS

1. All seeding shall be performed as directed by Engineer and as specified in Section 32 90 00 Site Restoration of these Specifications and in Mn/DOT Standard Specifications 2575.
2. All trees and shrubs shall be installed as directed by Engineer and as specified in Section 32 90 00 Site Restoration of these Specifications and in Mn/DOT Standard Specifications 2571.



B. DORMANT CUTTINGS

1. Dormant cuttings shall be installed at part of the toewood and coir bench installation as shown on the Drawings and as specified herein.

C. TOEWOOD

1. Engineer must be notified at least 3 days prior to toewood installation and must be on site during installation.
2. To the extent practical, toewood should be created from trees and brush that will be removed from the sites within the project area.
3. Construction should proceed from downstream to upstream in areas as shown on the Drawings.
4. Excavate a level bench along the stream bank toe.
5. Place footer logs (if using) in the appropriate order and at the proper angles to the banks as shown on the Drawings or as directed by the Engineer.
6. Either drive the root wad into the bank, or with the authorization of Engineer excavate a trench in which to place the root wad. If the root wad is driven into the bank, sharpen the end of the root wad to a point.
7. The root wad must be placed in the bank so that the back of the root fan overhangs the footer log (if used) or the face of the excavated bench, as shown on the Drawings.
8. The root fan must be placed such that the fan is directed upstream at approximately 30-degrees from the bank, as directed by Engineer.
9. Moving upstream, the process is repeated for each additional root wad as shown on the Drawings.
10. Place large woody debris between the root wads and perpendicular to the root wads as shown on the Drawings.
11. Place small woody debris between the footer logs (if using), root wads, and large woody debris. Woody debris shall fill all gaps between the larger logs and extend no higher than the low water elevation as shown on the Drawings. Placement of woody debris shall be inspected by the Engineer before counterweights or backfill are placed.
12. If needed, place temporary counterweights on top of the woody debris in order to submerge both root wads and woody debris. Counterweights shall be placed so as not to interfere with the placement of backfill material.
13. Granular backfill shall be placed over woody debris to make a flat surface 2 to 5 inches above the low water elevation. Backfill shall consist of Common Fill or Random Fill and shall be placed while counterweights are in place (if used) and compacted to minimize future settling of backfill. Backfill shall submerge the woody debris below the low water elevation.



14. Counterweights (if used) shall be removed before placing cuttings as directed by the Engineer.
15. Soak live cuttings (if used) for a minimum of 24 hours in flowing water before planting. Soaking for 5 to 7 days is considered ideal. The live cuttings should only be installed during the dormant season, after leaf drop in the fall and before bud break in the spring.
16. Live cuttings or brush mattress (if used) shall be placed parallel to root wads and woody debris with direction of growth facing channel. Place cuttings at 10 branches per linear foot; cuttings must completely cover the backfill layer. No more than 6 inches of the budding end of the live branch should extend past the front of the backfill layer. Cover the live cuttings with 2 to 4 inches of topsoil to create an even surface for the construction of the first soil lift.
17. Construct vegetated soil lift above the live cuttings as shown on the Drawings and as specified herein.

#### D. ROOT WADS

1. Engineer must be notified at least 3 days prior to root wad installation and must be on site during installation.
2. To the extent possible, root wads should be created from trees that will be removed from the sites within the project area.
3. Construction should proceed from downstream to upstream in areas where more than one root wad will be installed as shown on the Drawings.
4. Excavate a trench along the streambank toe for the footer logs. Place coarse filter aggregate (Mn/DOT Standard Specification 3149.2H) as necessary to provide a stable foundation for footer logs and boulders (incidental).
5. Place the footer logs into the trench, with the tops of the logs at specified elevations as shown on the Drawings for each site.
6. Either drive the root wad into the bank, or with the authorization of Engineer excavate a trench in which to place the root wad. If the root wad is driven into the bank, sharpen the end of the root wad to a point.
7. The root wad must be placed in the bank so that the back of the root fan rests against the front of the footer log.
8. The root fan must be placed such that the fan is directed upstream, as directed by Engineer.
9. Moving upstream, the process is repeated for each additional root wad as shown on the Drawings.
10. Large boulders are placed at the ends of each footer log and on either side of the trunk of each root wad.



11. Place back fill over the boulders as necessary and match existing grade with 6 inches of topsoil.
12. Re-vegetate and stabilize with erosion control blanket as specified for each site as shown in the Drawings and directed by Engineer.
13. Trim the roots that extends above the streambank to a height slightly below bank height as directed by Engineer.

E. Coir Bench Installation

1. Engineer must be notified at least 3 days prior to Coir Bench installation and must be on site during installation.
2. Construction shall occur in dry weather conditions after stream has been diverted and site dewatered.
3. For slope repair, excavate the existing streambank slope shoreward from and level with the bankfull bench to form a stable, undisturbed surface. A flat bench should be created from the toe of the stable cut slope to the top of the proposed stream bank.
4. Live cuttings are to be placed on top of the excavated bench at 10 cuttings per linear foot, no more than 6 inches of the end of the live branch should extend past the front of the bench. Cover the cuttings with 2 to 4 inches of compressed fill to create an even surface for the construction of the soil lift.
5. Lay natural fiber matting on top of the cuttings. The blanket shall be ROLANKA BIOD-MAT, GEOCOIR® 700, or equal lined with MnDOT Cat. II erosion control blanket with natural netting. Fabric should be installed smooth with no unnecessary folds or wrinkles. Stake the shoreward end of the fiber matting in place with wooden stakes spaced every three feet as shown on the Drawings
6. Place fill on top of the blanket, slope the face of the soil lift at 2H:1V. Bucket compact until bankfull elevation plus 0.5 feet is met. Fold the fiber matting over the fill material and stake with 18" wooden stakes (2X4 cut at angle) in place so the fabric is taut and smooth with no unnecessary folds or wrinkles. Continue to fill bench to existing bank and blanket with MnDOT Cat. 3 erosion control fabric with natural netting. Secure blanket with stakes.
7. The topsoil layer shall be seeded as shown on the Drawings and as specified in Section 32 90 00 Site Restoration of these Specifications.

F. LIVE STAKES

1. Installation must occur in the dormant season, generally September to March.
2. All woody plant cuttings collected more than 12 hr prior to installation, must be carefully bound, secured, and stored submerged in clean fresh water for a minimum of 24 hours before planting. Soaking for 5-7 days is considered ideal.



3. Live stakes shall be placed at the intervals as indicated on the Drawings and as directed by the Engineer.
4. Live stakes shall be inserted by hand into a pilot hole. Use a dead-blow hammer to drive live stakes into the ground. Live stakes shall be inserted at least two-thirds their length between the filter logs.
5. Eighty percent of the stake shall be installed below ground, leaving only twenty percent of the stake extending above ground.
6. Install one live stake as indicated on the Drawings along the length of the filter logs as directed by the Engineer.
7. The soil around the live stake shall be tamped to insure contact with the soil.

**G. FILTER LOGS**

1. Filter log shall be placed as directed by the Engineer.
2. Filter log shall be installed, anchored, and maintained in accordance with MN/DOT Standard Specification 3897 and manufacturer's recommendations.

**3.03 CLEAN-UP**

- A. Daily: Contractor shall keep Work areas clean, neat, and orderly.
- B. Final: Contractor shall clean up and remove deleterious materials and debris from the entire Work area prior to Final Completion.

**END OF SECTION 35 31 00**



# **APPENDIX B**

# **PERMITS**

## **AMITY CREEK BANK STABILIZATION REACHES D-2 & D-3**

**City Project #: 1355**

**Public Waters Work Permit****Expiration Date: 03/02/2022****Permit Number****2016-0173**

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below.

<b>Project Name:</b> Amity Creek Bank Stabilization and Stream Restoration	<b>County:</b> St. Louis	<b>Watershed:</b> Lake Superior - South	<b>Resource:</b> Stream/River: Amity Creek (S-005-001)	
<b>Purpose of Permit:</b> Stream Barbs/Vanes/J Hooks, Erosion Control/Stabilization Fill & Grading		<b>Authorized Action:</b> Bank and stream bed stabilization and restoration at two separate locations on Amity Creek. All in accordance with the plans (dated 3/6/2017) and materials on file.  Work completes required mitigation per DNR authorization 2015-1088.		
<b>Permittee:</b> CITY OF DULUTH CONTACT: KLEIST, CHRIS, (218) 730-4063 411 WEST FIRST STREET 402 CITY HALL DULUTH, MN 55801 (218) 730-5324		<b>Authorized Agent:</b> MSA PROFESSIONAL SERVICES INC CONTACT: JUREWICZ, JOE 301 W FIRST ST STE 408 DULUTH, MN 55802 (218) 722-3915		
<b>Property Description (land owned or leased or where work will be conducted):</b> UTM zone 15N, 574641m east, 5189802m north (centroid), NESW of Section 32, T51N, R13W, UTM zone 15N, 575085m east, 5189881m north, NWSE of Section 32, T51N, R13W, UTM zone 15N, 575144m east, 5189737m north, NWSE of Section 32, T51N, R13W				
<b>Authorized Issuer:</b> Patricia Fowler	<b>Title:</b> Area Hydrologist	<b>Issued Date:</b> 03/08/2017	<b>Effective Date:</b> 03/08/2017	<b>Expiration Date:</b> 03/02/2022

This permit is granted **subject to** the following **CONDITIONS**:

**APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS:** The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

**NOT ASSIGNABLE:** This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

**NO CHANGES:** The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

**SITE ACCESS:** The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

## **CONDITIONS** *(Continued from previous page)*

**TERMINATION:** This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

**COMPLETION DATE:** Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the Commissioner of Natural Resources.

**WRITTEN CONSENT:** In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

**PERMISSIVE ONLY / NO LIABILITY:** This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

**EXTENSION OF PUBLIC WATERS:** Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

**WETLAND CONSERVATION ACT:** Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any work under this permit until the permittee has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

**CONTRACTOR RESPONSIBILITY:** The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit. Contractors must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at: <http://www.bwsr.state.mn.us/wetlands/wca/index.html#general>.

**INVASIVE SPECIES - EQUIPMENT DECONTAMINATION:** All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at [http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best\\_practices\\_for\\_prevention\\_ais.pdf](http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf). Contact your regional Invasive Species Specialist for assistance at [www.mndnr.gov/invasives/contacts.html](http://www.mndnr.gov/invasives/contacts.html). A list of designated infested waters is available at [www.mndnr.gov/invasives/ais/infested.html](http://www.mndnr.gov/invasives/ais/infested.html). A list of prohibited invasive species is available at [www.mndnr.gov/eco/invasives/laws.html#prohibited](http://www.mndnr.gov/eco/invasives/laws.html#prohibited).

**FISHERY PROTECTION - EXCLUSION DATES:** No activity affecting the bed of the protected water may be conducted between April 1 and June 30, to minimize impacts on fish spawning and migration. If work during this time is essential, it shall be done only upon written approval of the Area Fisheries Manager. See contact list at: [http://files.dnr.state.mn.us/fisheries/management/dnr\\_fisheries\\_managers.pdf](http://files.dnr.state.mn.us/fisheries/management/dnr_fisheries_managers.pdf). Should work begin elsewhere in the project area within these dates, all exposed soils that are within 200 feet of Public Waters and drain to those waters must complete erosion control measures within 24 hours of its disturbance to prevent sediment from entering Public Waters.

---



cc: Anna Hess, EWR District Manager  
Koller, Karl, Contact; City of Duluth  
Kipp Duncan, Conservation Officers, Duluth (E)  
Karl Koller , DNR EWR  
David Demmer, BWSR Wetland Specialists, St. Louis  
Gaea Crozier, DNR Regional Nongame Specialists, Northeast  
Margi Coyle, DNR Regional Environmental Assessment Ecologist, Region 2  
Chris Balzer, DNR Wildlife, Cloquet  
Deserae Hendrickson, DNR Fisheries, Duluth Area  
Mark Lindhorst, County, St. Louis  
Daryl Wierzbinski, Corps of Engineers, St. Louis (South)  
Catherine Voce, Corps of Engineers, St. Louis (South)  
R.C. Boheim, SWCD, St. Louis SWCD - South  
Cindy Voigt, City, Duluth  
Eric Shaffer, P.E., City, Duluth  
Kieth Hamre, City, Duluth



DEPARTMENT OF THE ARMY  
ST. PAUL DISTRICT, CORPS OF ENGINEERS  
180 FIFTH STREET EAST, SUITE 700  
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF  
REGULATORY BRANCH

Regulatory File No. 2017-00522-KAL

April 18, 2017

Mr. Tom Pfeffer  
City of Duluth  
411 West 1st Street, Room 211  
Duluth, Minnesota 55802

Dear Mr. Pfeffer:

We have reviewed information about your permit application to discharge dredged and fill materials into 1.06 acres of Amity Creek for the purpose of stream restoration. The project will include the relocation of the stream channel, realigning the stream profile, and the construction of a bankfull bench utilizing toe wood, rock vanes, and other natural structures. The project site is in Section 32, Township 51 North, Range 13 West, St. Louis County, Minnesota.

Department of the Army Regional General Permit-003-MN (RGP-003-MN) provides authorization under section 404 of the Clean Water Act for certain categories of activities involving the discharge of dredged or fill material into waters of the U.S. or activities conducted in/over/under waters covered by Section 10 of the Rivers and Harbors Act. We have determined that the described work, as shown on the enclosed drawings labeled 2017-00522-KAL, Drawing 1 of 6 through 6 of 6, is authorized by RGP-003-MN Category I. Stream and Wetland Restoration, Enhancement or Establishment Activities. The authorized work includes:

1. The permanent discharge of dredged and fill materials into 0.39 acres of stream for site 579D-3 and the permanent discharge of dredged and fill materials into 0.67 acres of stream for site 579D-2.

This determination covers only the project as described above. If the design, location, or purpose of the project is changed, our office should be contacted to make sure the work would not result in a violation of Federal law.

If your project will require off-site fill material that is **not** obtained from a licensed commercial facility, you must notify us at least five working days before start of work. A cultural resources survey may be required if a licensed commercial facility is not used.

This Regional General Permit expires on 2 February, 2022, unless it is modified, reissued, or revoked. Activities which have commenced or are under contract to commence in reliance upon this RGP will remain authorized provided the activity is completed within twelve months of the date of the RGP's expiration, modification, or revocation unless discretionary authority has been exercised to modify, suspend, or revoke the authorization. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

It is the permittee's responsibility to ensure that the work complies with the terms of this letter and any enclosures, AND THAT ALL REQUIRED STATE AND LOCAL PERMITS AND APPROVALS ARE OBTAINED BEFORE WORK PROCEEDS.

A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also may provide new information for further consideration by the Corps to reevaluate the JD. If this JD is acceptable, please sign and date both copies of the Preliminary Jurisdictional Determination Form and return one copy to the address below within 15 days from the date of this letter.

U.S. Army Corps of Engineers  
Duluth Field Office  
600 South Lake Avenue, Suite 211  
Duluth, Minnesota 55802  
Attn: Kristoffer Laman

If you have any questions, please contact Kristoffer Laman in our Duluth office at (218) 720-5291 or Kristoffer.a.laman@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

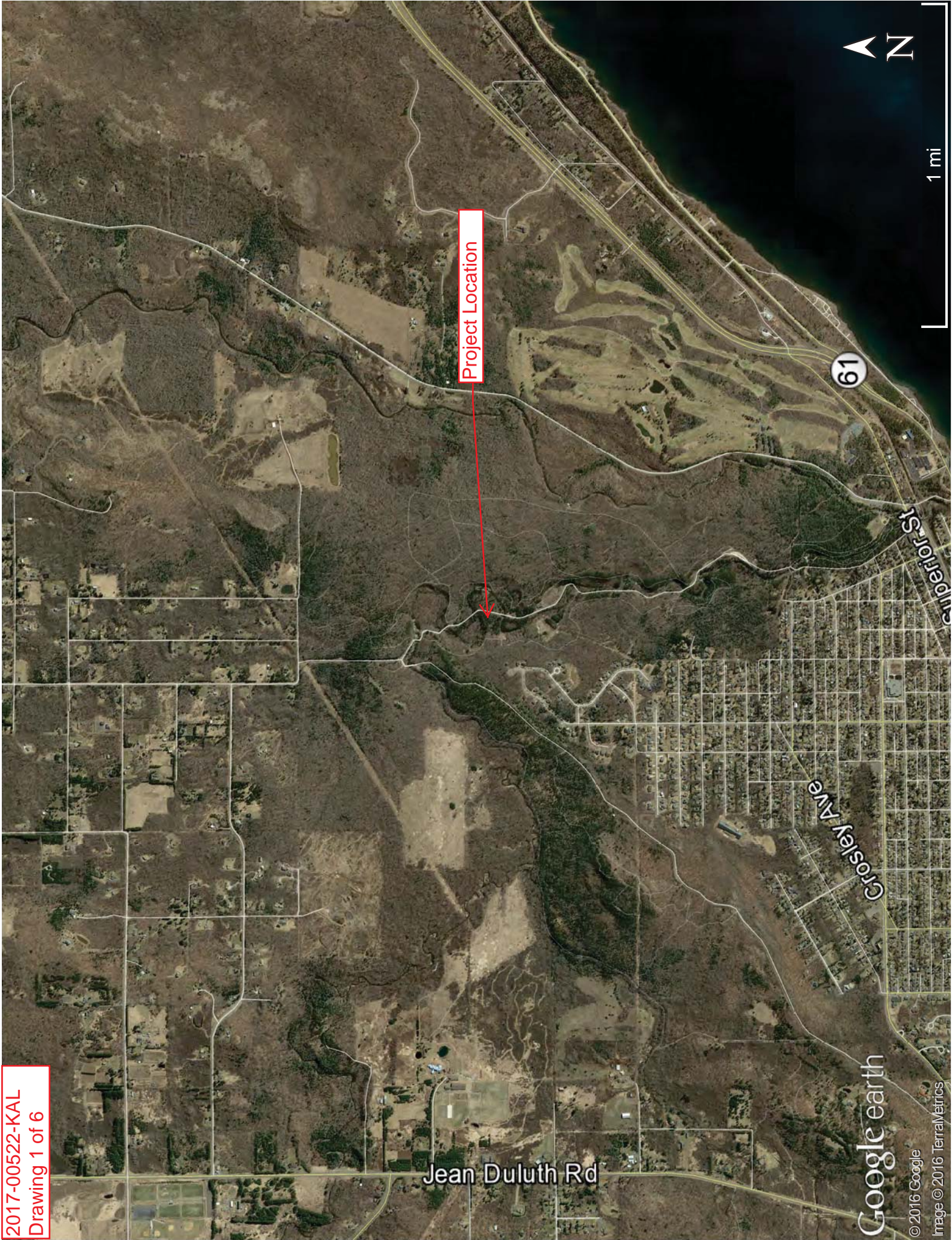


Daryl W. Wierzbinski  
Regulatory Project Manager, Duluth Office

Enclosures  
2017-00522-KAL Drawings 1 of 6 through 6 of 6  
Category I and Standard Conditions  
Section 401 Conditions  
Preliminary Jurisdictional Determination

cc:  
R.C. Boheim, SWCD, Duluth, MN  
Patricia Fowler, DNR, Two Harbors, MN  
David Demmer, BWSR, Duluth, MN





Jean Duluth Rd

Grosley Ave

Superior St

61

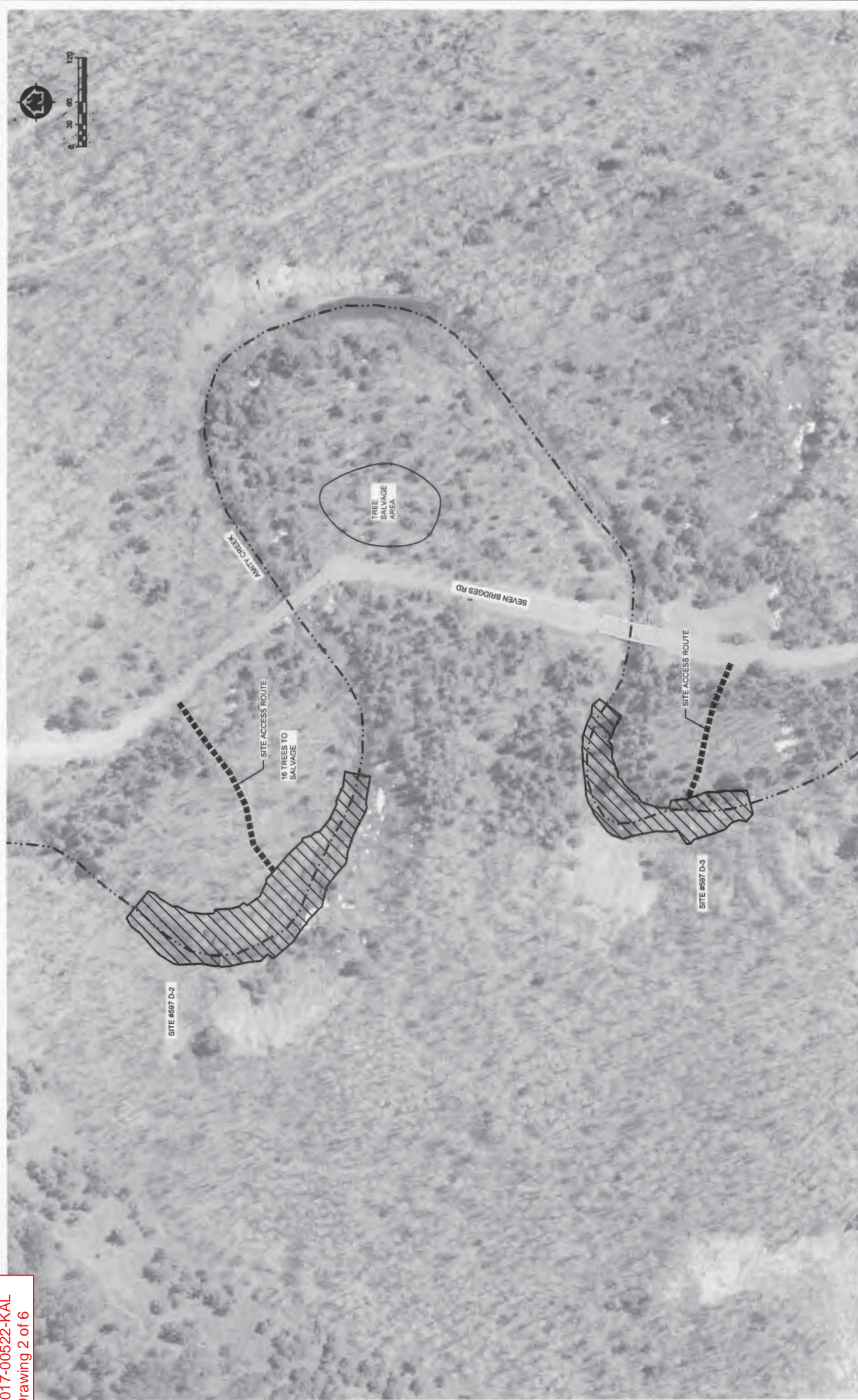
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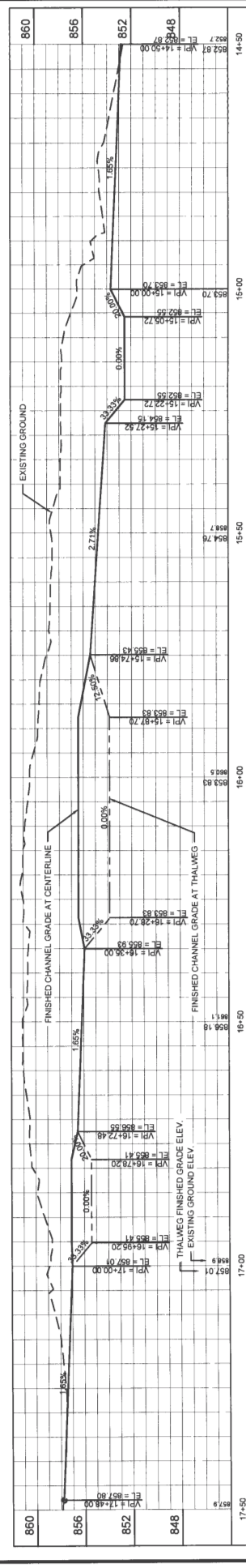
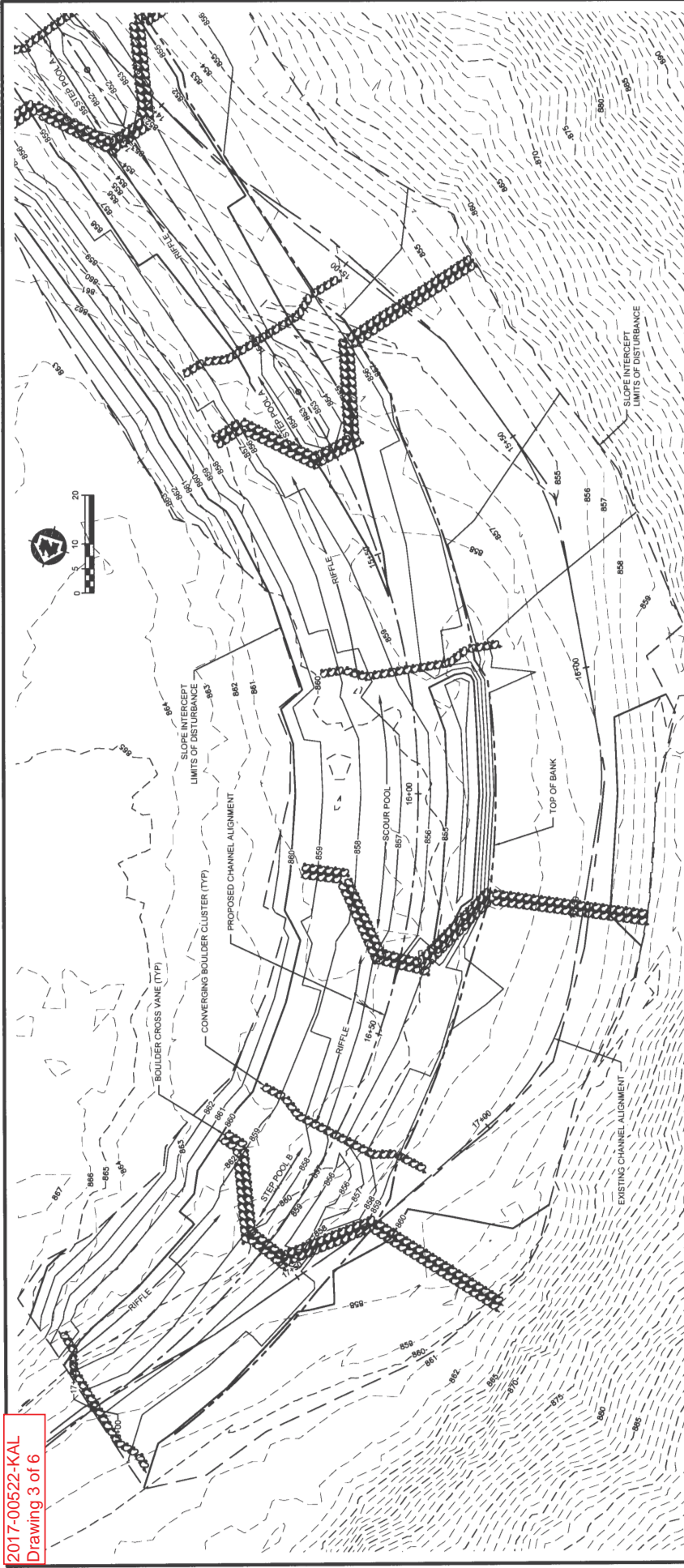
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2017-00522-KAL  
Drawing 3 of 6



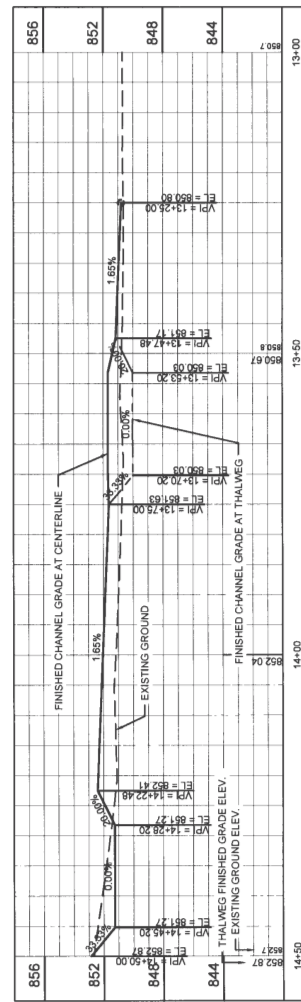
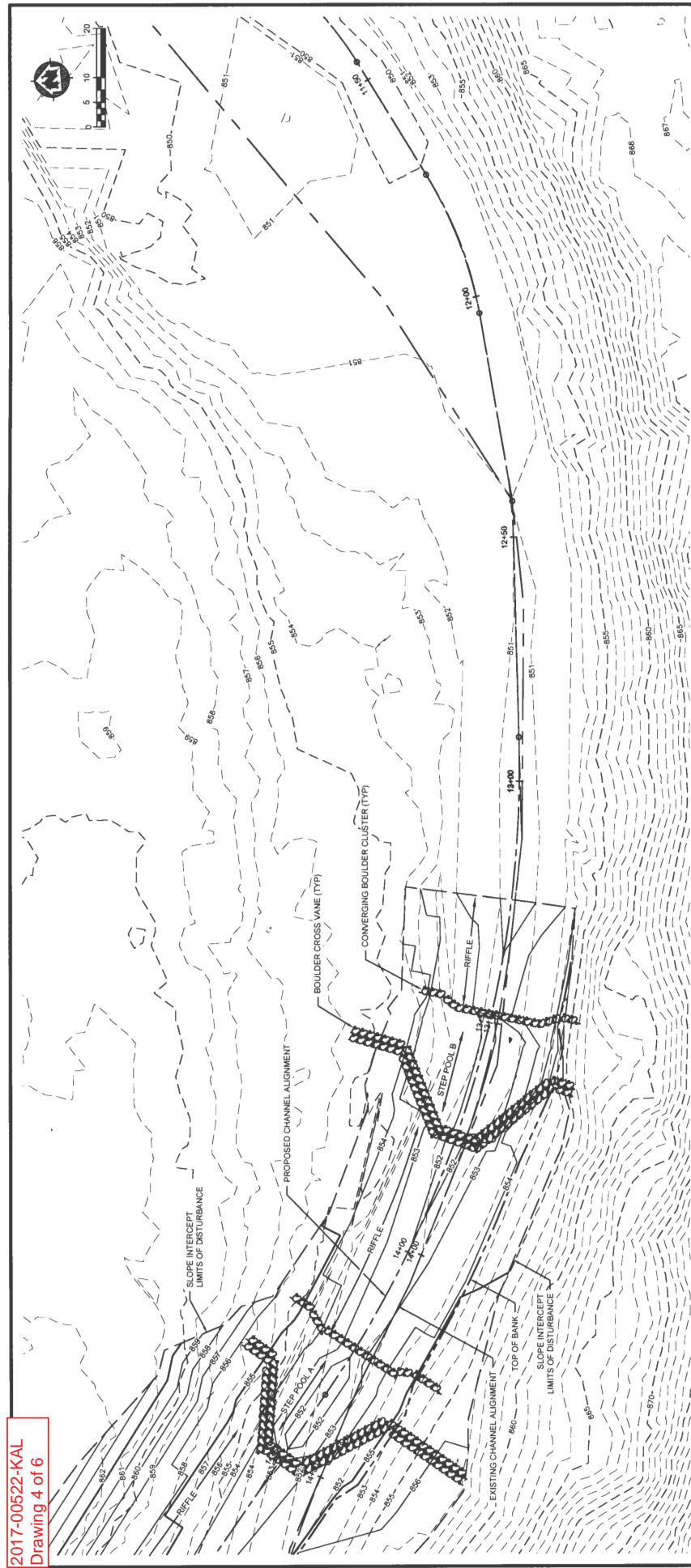
**PROFILE ON PROPOSED CHANNEL ALIGNMENT**

PROJECT NO.	00516087	SCALE	AS SHOWN	DATE	NO.
PROJECT DATE	06/15/17	DRAWN BY	JAS	CHECKED BY	JAU
PROJECT NAME	AMITY CREEK BANK STABILIZATION 2017	PROJECT LOCATION	CITY OF DULUTH, MINNESOTA	PROJECT REACH	REACH 579D-2
PROJECT DESCRIPTION	AMITY CREEK BANK STABILIZATION 2017 CITY OF DULUTH, MINNESOTA DULUTH, MN				

**MSA**  
TRANSPORTATION • MUNICIPALITY  
332 W. Superior Street, Duluth, MN 55802  
218.722.3915 • 218.722.4548  
WWW.MSAENGINEERING.COM

**Preliminary**

DATE: 06/15/17  
PROJECT NO.: 00516087  
PROJECT NAME: AMITY CREEK BANK STABILIZATION 2017  
PROJECT LOCATION: CITY OF DULUTH, MINNESOTA  
PROJECT REACH: REACH 579D-2



## PROFILE ON PROPOSED CHANNEL ALIGNMENT

**MSA**  
**ENVIRONMENTAL SERVICES**  
 TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL  
 337 W. Superior Street, Duluth, MN 55802  
 218-722-3915 1-800-777-7380 Fax: 218-722-4548  
 Web Address: [www.mtsa-pa.com](http://www.mtsa-pa.com)

AMITY CREEK BANK STABILIZATION 2017  
CITY OF DULUTH, MINNESOTA  
DULUTH, MN

PLAN & PROFILE - REACH 579D-2	FILE NO.	00616087
	SHEET	C-14

Preliminary

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION 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.

DATE \_\_\_\_\_  
 50396  
 License No.

**MSA**  
**ENVIRONMENTAL SERVICES**  
 TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL  
 337 W. Superior Street, Duluth, MN 55802  
 218-722-3915 1-800-777-7380 Fax: 218-722-4548  
 Web Address: [www.mtsa-pa.com](http://www.mtsa-pa.com)

AMITY CREEK BANK STABILIZATION 2017  
CITY OF DULUTH, MINNESOTA  
DULUTH, MN

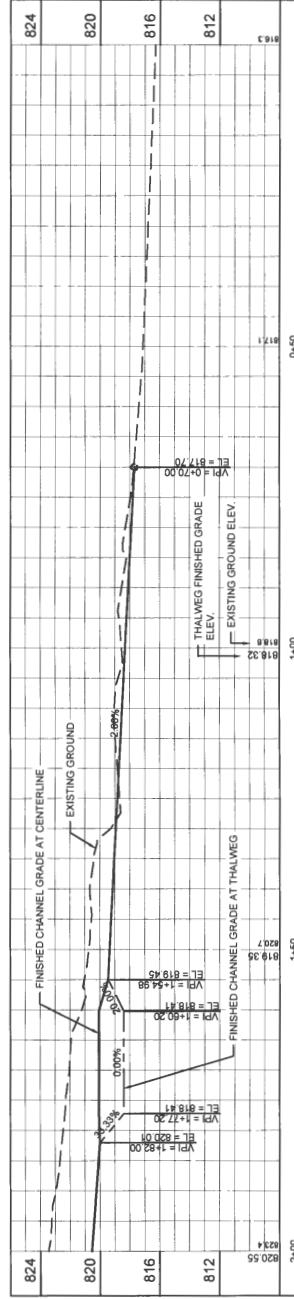
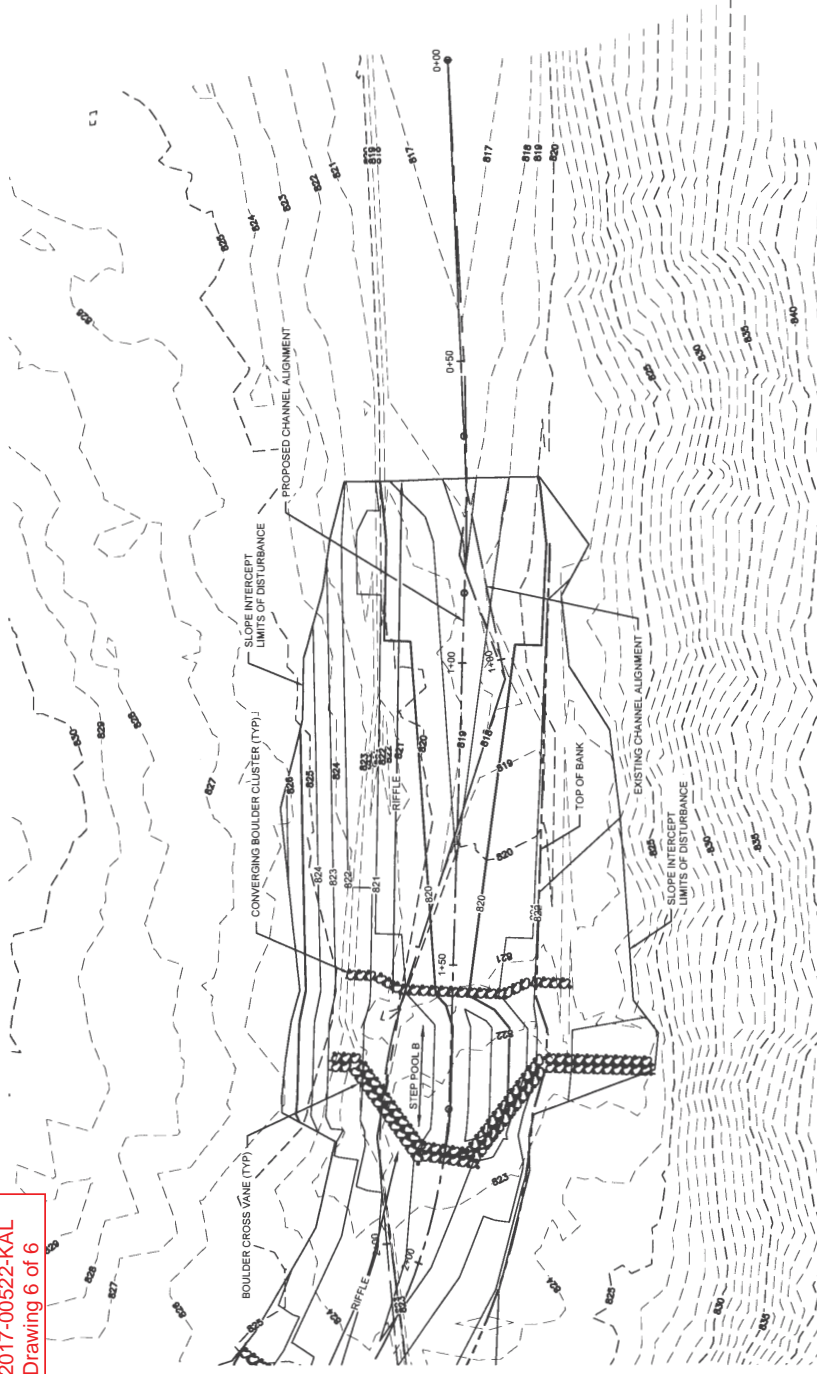
PLAN & PROFILE - REACH 579D-2	FILE NO.	00616087
	SHEET	C-14







2017-00522-KAL  
Drawing 6 of 6



PROFILE ON PROPOSED CHANNEL ALIGNMENT

**MSA**  
TRANSPORTATION & INFRASTRUCTURE  
333 M. Superior Street, Duluth, MN 55802  
218.722.722-4646  
www.msa-inc.com

AMITY CREEK BANK STABILIZATION 2017  
CITY OF DULUTH, MINNESOTA  
DULUTH, MN

00516087  
C-18

PLAN & PROFILE -  
REACH 579D-3

DATE: 5/2/2017  
DRAWN BY: J. J. JENSEN  
CHECKED BY: J. J. JENSEN

IF REVISIONS ARE REQUIRED, THE REVISIONS SHOULD BE MADE IN THE REVISIONS SECTION OF THE DRAWING. THE REVISIONS SHOULD BE MADE IN THE REVISIONS SECTION OF THE DRAWING. THE REVISIONS SHOULD BE MADE IN THE REVISIONS SECTION OF THE DRAWING.

**Preliminary**

PROJECT NO. 00516087  
SCALE: AS SHOWN  
DATE: 5/2/2017  
CHECKED BY: J. J. JENSEN  
DRAWN BY: J. J. JENSEN

PLOT DATE: 5/11/17 P:\2017\00522-KAL\Drawings\Drawings\00522-KAL.dwg Plot Date: 5/11/17

**Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM**

**BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR PJD:** 03/09/19

**B. NAME AND ADDRESS OF PERSON REQUESTING PJD:** Mr. Tom Pfeffer 411 West 1st Street, Room 211 Duluth, Minnesota 55802

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER:** MVP-2017-00522-KAL

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:**

**(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)**

State: MN County/parish/borough: St. Louis City: Duluth

Center coordinates of site (lat/long in degree decimal format):

Lat.: 46.857972 Long.: -92.0141657

Universal Transverse Mercator:

Name of nearest waterbody: Amity Creek

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

☒ Office (Desk) Determination. Date: 03/09/17

☐ Field Determination. Date(s):

**TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.**

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
A	46.856910	-92.014166	0.39 acre	wetland	404
B	46.858301	-92.014964	0.67 acre	wetland	404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "*may be*" waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for PJD (check all that apply)**

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- ☒ Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:  
Map: City of Duluth
- ☐ Data sheets prepared/submitted by or on behalf of the PJD requestor.  
☐ Office concurs with data sheets/delineation report.  
☐ Office does not concur with data sheets/delineation report. Rationale: \_\_\_\_\_
- ☐ Data sheets prepared by the Corps: \_\_\_\_\_
- ☐ Corps navigable waters' study: \_\_\_\_\_
- ☐ U.S. Geological Survey Hydrologic Atlas: \_\_\_\_\_  
☐ USGS NHD data.  
☐ USGS 8 and 12 digit HUC maps.
- ☐ U.S. Geological Survey map(s). Cite scale & quad name: \_\_\_\_\_
- ☒ Natural Resources Conservation Service Soil Survey. Citation: WebSoilSurvey
- ☒ National wetlands inventory map(s). Cite name: USFWS NWI Map
- ☐ State/local wetland inventory map(s): \_\_\_\_\_
- ☐ FEMA/FIRM maps: \_\_\_\_\_
- ☐ 100-year Floodplain Elevation is: \_\_\_\_\_.(National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date): ArcGIS  
or ☐ Other (Name & Date): \_\_\_\_\_
- ☐ Previous determination(s). File no. and date of response letter: \_\_\_\_\_
- ☐ Other information (please specify): \_\_\_\_\_

**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

LAMAN.KRISTOFFER.AN  
DERS.1291029376

Digitally signed by LAMAN.KRISTOFFER.AN DERS.1291029376  
DN: cn=LAMAN.KRISTOFFER.AN DERS.1291029376, o=U.S. Government, ou=DO, ou=PKI, ou=USA,  
c=US

Signature and date of  
Regulatory staff member  
completing PJD

Signature and date of  
person requesting PJD  
(REQUIRED, unless obtaining  
the signature is impracticable)<sup>1</sup>

**SIGN HERE**

<sup>1</sup> Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.



## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

**The following description of stream and wetland restoration, enhancement, and establishment activities authorized under Regional General Permit-003-Minnesota (RGP-003-MN) is excerpted from RGP-003-MN. Read RGP-003-MN in its entirety at <http://www.mvp.usace.army.mil/Missions/Regulatory.aspx>. All projects authorized under RGP-003-MN must also follow the General Conditions of RGP-003-MN and any terms specified in the RGP-003-MN verification letter.**

### **I. Stream and Wetland Restoration, Enhancement or Establishment Activities.**

Discharges of dredged or fill material in waters of the U.S. or work in/over/under Section 10 waters associated with the restoration and enhancement of former non-tidal wetlands and riparian areas, the enhancement of degraded wetlands and riparian areas, the creation of wetlands and riparian areas, or the restoration and enhancement of streams and open water areas, provided that the discharges are: (i) on non-Federal public lands or private lands, in accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement or wetland creation agreement between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the U.S. Forest Service (USFS), or their designated state cooperating agencies; or (ii) voluntary stream or wetland restoration or enhancement, or wetland creation actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field

Office standards; or (iii) on any Federal land; or (iv) by or funded by a state agency on any public or private land. Authorized activities include, but are not limited to, the installation, removal and maintenance of small water control structures, dikes and berms; the installation of current deflectors; the enhancement, restoration, or creation of riffle and pool stream structures; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or create stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the removal of small dams; the construction of small nesting islands; the construction of open water areas; activities needed to reestablish vegetation, including plowing or disking for seed bed preparation; mechanized land-clearing to remove non-native invasive, exotic, or nuisance vegetation; the removal of small dams; and other related activities. This RGP category cannot be used to authorize activities for the conversion of a stream to another aquatic use, such as the creation of an impoundment for waterfowl habitat. This RGP category cannot be used to channelize a stream and does not authorize the conversion of natural wetlands to another aquatic use, such as creation of an impoundment for waterfowl where a forested wetland or fresh meadow previously existed. However, this RGP category may be used to relocate aquatic habitat types on the project site, provided there are net gains in aquatic resource functions and values.

**Reversion:** This RGP category also authorizes any future discharge of dredged or fill

material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities authorized under this RGP category). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this RGP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, USFS, or an appropriate state cooperating agency. This RGP category also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and FWS, NRCS, FSA, USFS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the project proponent or the appropriate Federal or state agency must notify the District Engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to





## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

that type of land at the time. Except for the activities described above, this RGP category does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion. **(Section 10 RHA /Section 404 CWA)**

### **Notification Requirements:**

The project proponent must notify the District Engineer by submitting a PCN.

For activities under (i) and (ii) above, the project proponent must submit to the District Engineer a copy of 1) the binding stream or wetland enhancement or restoration agreement or wetland creation agreement, including a project description and project plans, or (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream or wetland enhancement or restoration action or wetland creation action, including a project description, project plans and applicable standards.

### **General Conditions**

All RGP-003-MN authorizations are subject to the following General Conditions, as applicable, in addition to any case-specific conditions imposed by the District Engineer. These conditions and any special conditions must be satisfied for any RGP authorization to be valid:

#### **1. Mitigation/Sequencing.**

Discharges of dredged or fill material into waters of the U.S. **must be minimized or avoided to the maximum extent**

#### **practicable.**

When determining the least environmentally damaging practicable on-site alternative, impacts to all resources including jurisdictional waters, non-jurisdictional waters, and high quality uplands should be considered.

Mitigation in all its forms (avoiding, minimizing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. Compensatory mitigation requirements are determined on a case by case basis and may be required to reduce adverse effects of a project, either temporary or permanent, to the minimal level.

The District Engineer will determine appropriate compensatory mitigation requirements in accordance with Federal guidelines and established District policy.

Generally, compensatory wetland mitigation shall be required for projects that impact more than:

***400 square feet in a shoreland wetland protection zone,***

***2,000 square feet in a "less-than-50 percent" county,***

***5,000 square feet in a "50%-to-80%" county, and***

***10,000 square feet in a "greater than 80%" county.***

***as shown on the attached map labeled enclosure 1:***

When the above project thresholds are exceeded, the compensatory mitigation requirement applies to the

project's total wetland impacts, including the threshold amounts specified above. Use of Corps-approved mitigation banks and in-lieu fee procedures are generally acceptable methods of providing compensatory mitigation for small projects having compensatory mitigation requirements.

Compensatory mitigation shall be designed to replace the functions lost as result of the project. Where certain functions and services of waters of the U.S. are permanently adversely affected as a result of the authorized discharge, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility right of way, or are temporarily affected, such as the temporary conversion of forested or scrub-shrub wetlands in a linear project corridor, compensatory mitigation may be required to reduce the adverse effects of the project to the minimal level.

For activities where compensatory mitigation is required, project proponents should include a mitigation plan prepared in accordance with 33 CFR Part 332, and St. Paul District Policy. (<http://www.mvp.usace.army.mil>). The plan prepared should describe the measures proposed to ensure that the activity complies with the Section 404(b)(1) guidelines (40 CFR Part 230). In cases where a Corps-approved bank is proposed to be used, a statement of intent to use the bank is generally sufficient. Compensatory mitigation required by other Federal or state programs may, but will not necessarily, satisfy this CWA requirement.

**2. Navigation.** (a) No activity may cause more than a minimal



## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

adverse effect on navigation. (b) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

**3. Suitable fill material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, unprocessed asphalt, etc.). All fill (including riprap) authorized under this RGP, must be free from toxic pollutants in toxic amounts.

**4. Proper maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

**5. Erosion and siltation controls.** Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark, must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved, published practices, such as those defined in the MPCA document, PROTECTING WATER QUALITY IN URBAN AREAS - BEST MANAGEMENT

### PRACTICES FOR MINNESOTA.

Upon completion of earthwork operations, all exposed slopes, fills and disturbed areas must be given sufficient protection by appropriate means such as landscaping, planting and/or maintaining vegetative cover to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover must be used to prevent dam erosion.

**6. Removal of temporary fills.** PARAGRAPH A, ACTIVITIES WITHOUT PCN REQUIREMENTS: Temporary discharges in waters of the U.S., including wetlands, must be avoided and limited to the smallest area and the shortest duration required to accomplish the project purpose. Temporary impacts may not remain in place longer than 90 days of the growing season (May 1 through October 1). Before 90 days has lapsed, or the alternative timeframe specified by the District in writing, all temporary fills must be removed in their entirety. Temporary discharges must be fully contained with appropriate erosion control or containment methods. If the temporary impact would remain in place for longer than 90 days a PCN is required and the activity is subject to the requirements and limitations described in paragraph B of this general condition.

PARAGRAPH B, ACTIVITIES WITH PCN REQUIREMENTS: Temporary discharges in waters of the U.S., including wetlands, must be avoided and limited to the smallest area and the shortest duration required to accomplish the project purpose. The PCN

must specify how long the temporary discharge will remain in place and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. All temporary fills must be removed in their entirety in accordance with the PCN unless noted differently in the verification letter provided by the District. Temporary discharges must be fully contained with appropriate erosion control or containment methods.

**7. Obstruction of high flows.** To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

**8. Historic Properties, Cultural Resources.** (a) No activity which may affect historic properties listed or potentially eligible for listing on the National Register of Historic Places is authorized until the District Engineer has complied with the requirements of Section 106 of the NHPA. Federal project proponents should follow their own procedures for complying with the requirements of Section 106 and provide documentation of compliance with those requirements. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. (b) If cultural resources, such as historic structures or buildings, or archaeological remains are identified in the project area, or are discovered during activities authorized by this permit, you must immediately stop work and notify the District Engineer of what you have found. The District will



## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

initiate the Federal and state coordination required to satisfy our responsibilities under Section 106 of the NHPA. (c) Rock or fill material used for activities authorized by this permit must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the Corps must be notified prior to the use of the new site to determine whether a cultural resources survey of the site is necessary.

**9. Adverse effects from impoundments.** If the activity creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

**10. Migratory Bird breeding areas.** Activities in waters of the U.S. that serve as breeding areas for migratory birds, including waterfowl, must be avoided to the maximum extent practicable.

**11. Aquatic life movements.** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water.

**12. Spawning areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

**13. Equipment.** Heavy equipment

working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance. Equipment should be clean and free of greases, oils, fuels, and sediments prior to working within aquatic habitats.

**14. Tribal rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

**15. Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river has determined that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service.)

**16. Water quality standards.** All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable Federal, State, and local water quality and effluent standards on a continuing basis.

**17. Preventive measures.** Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris,

including fuels, oil, and other liquid substances, shall not be stored in the construction area in a manner that would allow them to enter the watercourse as a result of spillage, natural runoff, or flooding. To the extent practicable and appropriate, measures should be taken to control and minimize the spread of invasive species via equipment transfer.

**18. Spill contingency plan.** A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-422-0798 and the U.S. Coast Guard at 1-800424-8802.

**19. Disposal sites.** If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark or wetland boundary), the site must be securely diked or contained by some other acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. The containment area, whether bulkhead or upland disposal site, must be fully completed prior to the placement of any dredged material.

**20. Water intakes/activities.** No activity may occur in the proximity of a public water supply intake, except where the activity is for repair or improvement of the public water supply intake structures or adjacent bank stabilization.





## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

### 21. Endangered Species.

(a) No activity is authorized under RGP-003-MN which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal ESA, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under RGP-003-MN which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the RGP-003-MN activity. Indirect effects are those effects on listed species and critical habitat that are caused by the RGP-003-MN activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under Section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS the district engineer may add species-specific permit conditions to the RGP-003-MN authorization.

(e) Authorization of an activity by RGP-003-MN does not authorize

the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS, the ESA prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS on their web page at <http://www.fws.gov>

### 22. Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act

PCN to the Corps is required for projects within 0.5 miles (2,640 feet) of an eagle nest. There are approximately 1300 bald eagle nests distributed among 64 of Minnesota's 87 counties. In Minnesota, bald eagles typically nest in old, large diameter trees within approximately 500 feet of a water body.

It is recommended that the project proponent also contact the USFWS TCFO (952-252-0092) if the proposed project will disturb a bald eagle or a bald eagle nest.



## Terms and Conditions of Regional General Permit-003-MN Activity I: Stream and Wetland Restoration Enhancement or Establishment Activities

Projects involving the placement of potentially lethal infrastructure (communication towers, wind turbines, transmission lines, etc.) within two miles of a bald eagle nest may warrant additional review.

For more information concerning the Bald and Golden Eagle Protection Act or the Migratory Bird Treaty Act refer to the following website:  
<http://www.fws.gov>

**23. Expiration Date.** Unless otherwise specified in the District's letter confirming your project complies with the requirements of this RGP, the time limit for completing work authorized by RGP-003-MN ends upon the expiration date of this RGP-003-MN. Activities authorized under the RGP-003-MN that have commenced construction or are under contract to commence construction, will remain authorized provided the activity is completed within 12 months of the date of the RGP-003-MN expiration, suspension, or revocation; whichever is sooner. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least three months before the expiration date is reached.

**24. Maintenance and Transfer.** You must maintain the authorized activity in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party. Should you wish to cease to maintain the authorized activity or should you desire to abandon it

without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

**25. Inspection.** You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of RGP-003-MN.

**26. State Section 401 Water Quality Certification.** The MPCA has issued a 401 water quality certification for the RGP-003-MN. Permittees must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached.

**27. Coastal Zone Management consistency determination.** The State of Minnesota has determined that the RGP-003-MN is consistent with the CZM program.

### Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

2. Limits of this authorization.

a. RGP-003-MN does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. RGP-003-MN does not grant any property rights or exclusive privileges.

c. RGP-003-MN does not authorize any injury to the property or rights of others.

d. RGP-003-MN does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including but not limited to the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or un-permitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or un-permitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Project Proponent's Data: The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the project proponent.

5. Reevaluation of Decision. This office may reevaluate its decision on an authorization at any time the circumstances warrant.



Circumstances that could require a reevaluation include, but are not limited to, the following:

a. The permittee fails to comply with the terms and conditions of this permit.

b. The information provided by the permittee in support of the preconstruction notification proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This Office may also reevaluate its decision to issue RGP-003-MN at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.



## Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

February 3, 2017

Mr. Chad Konickson  
U.S. Army Corps of Engineers  
Regulatory Branch Chief, St. Paul District  
180 Fifth Street East, Suite 700  
St. Paul, MN 55101-1678

RE: Regional General Permit: RGP-003-MN – Minnesota Pollution Control Agency 401 Certification  
Clean Water Act Section 401 Water Quality Certification

Dear Mr. Konickson:

This letter is submitted by the Minnesota Pollution Control Agency (MPCA) under authority of Section 401 of the Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), Minn. Stat. chs. 115 and 116 and Minn. R. 7001.1400-7001.1470, R 7050, 7052, and 7053. The MPCA has examined the information furnished by the U.S. Army Corps of Engineers (USACE), specifically the proposed Regional General Permit, RGP-003-MN, and is requiring conditions through the 401 Water Quality Certification.

### **Exclusion from 401 Certification of RGP-003-MN**

#### **1. Bridge Maintenance or Demolition activities:**

- a. This certification does not authorize bridge demolition activities using explosive devices to implode or collapse a bridge, or any portion of a bridge, into any surface water.
- b. This certification does not authorize any grout material other than concrete to be used as the grout material for riprap. Prior to grouting, plywood sheeting, sheet piling, sand bags, or other suitable best management practices (BMPs) must be placed at the base of the riprap to minimize the discharge of grout into the waterbody. The BMPs must remain in place until all grout has cured.
- c. Broken concrete from any existing bridge, defined as demolition debris in Minn. R. 7035.0300, subp. 30, cannot be used as riprap.
- d. Bridge projects not meeting conditions a, b, and c above, are not authorized by this Certification and are denied without prejudice. Such projects will require an individual 401 Water Quality Certification. Bridge projects meeting conditions a, b, and c above are authorized by this Certification.

With the exception of the exclusion above, the MPCA certifies general permit (RGP-003-MN) because there is reasonable expectation that the activities identified within it will be conducted in a manner that will not violate applicable water quality standards so long as the work is done in accordance with the following conditions, which shall become conditions of RGP-003-MN:

#### **Conditions Specific to Individual RGP-003 Categories**

In addition to all other applicable certification conditions, the following activities must also comply with the activity-specific conditions below:



1. **Category E. Return Water from Upland Contained Disposal Areas:** The permittee must ensure that return water from dredging that is directly returned to the original source water meets the same water quality standards that apply to the original source water. If the return water is discharged into a receiving water that is not the original source water, then the permittee must ensure that the discharge water will meet the more stringent water quality standard of either the receiving water or the original source water. Discharges of return water must not violate the state water quality standard identified in Minn. R. 7050.0210. Supb.2.
2. **Category W. Outfall Structures and Associated Intake Structures:** The permittee must ensure that the construction, operation, and maintenance of outfall and intake structures will cause no harm to aquatic life outside of the permitted project area and will not result in an unauthorized loss of Waters of the U.S.

MPCA is responsible for interpretation of the requirements of this condition, determining compliance with the requirements of this condition, and enforcement of this condition. The point of contact at MPCA for questions regarding this condition is [401Certification.pca@state.mn.us](mailto:401Certification.pca@state.mn.us).

#### **General conditions**

All activities authorized by RGP-003-MN must comply with the conditions below:

1. Permittees must ensure that all Waters of the U.S. in or bordering the construction area that are not identified as being impacted by the project are clearly identified prior to construction. This may be done through demarcation of the construction area on plan sheets or through marking boundaries in the field, for example construction staking, flagging, or the use of silt fences along boundaries. The permittee must not impact these areas while conducting activities under this permit.
2. Compensatory mitigation as imposed by special condition in a RGP-003-MN verification will satisfy the MPCA rules governing wetlands, Minn. R. 7050.0186.
3. The permittee must install in-water BMPs to minimize total suspended solids (TSS) and sedimentation for any work conducted below the ordinary high water level (OHWL) as defined in Minn. Stat. § 103G.005 Subp.14, of any water of the U.S. or within the delineated boundaries of wetlands.

The permittee must document the in-water BMPs to be used during the authorized work prior to disturbing any land at the site; this documentation may be stand-alone or part of an Erosion Control Plan, Construction Plan, or other relevant construction document. This documentation is not required to be submitted to the MPCA, but must be kept on-site during active construction by the contractor until the project is complete. Proper installation of BMPs is required before conducting the authorized in-water activities and properly maintained throughout the duration of the project's in-water work. While conducting the authorized work, the permittee must visually monitor the BMPs to ensure that the BMPs are working as intended to reduce TSS or

sedimentation. If the project activities cause an observable increase in TSS or sedimentation as described in Minn. R. 7050.0210. subp. 2, outside or downstream of the authorized defined working area, then the project activities must immediately cease and any malfunctioning BMPs must be repaired, or alternative BMPs must be implemented. This certification does not authorize the violation of applicable water quality standards outside or downstream of the defined work area. Minnesota water quality standards are located in Minn. R. 7050.

Information on the types of BMPs that may be suitable for in-water work is located in the Minnesota Department of Natural Resources Manual titled *Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001*, located at:  
[http://www.dnr.state.mn.us/waters/watermgmt\\_section/pwpermits/gp\\_2004\\_0001\\_manual.html](http://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_manual.html).

MPCA is responsible for interpretation of the requirements of this condition, determining compliance with the requirements of this condition, and enforcement of this condition. The point of contact at MPCA for questions regarding this condition is [401Certification.pca@state.mn.us](mailto:401Certification.pca@state.mn.us).

4. The permittee must ensure that any dewatering activities do not create nuisance conditions as defined in Minn. R. 7050.0210. Subp.2. BMPs must be used that minimize TSS and sedimentation by removing solids in the water before discharging the water. The permittee must document the in-water BMPs prior to beginning any dewatering; this documentation may be stand-alone or part of an Erosion Control Plan, Construction Plan, or other relevant construction document. The permittee must ensure that properly installed BMPs are in place before conducting the authorized activities and maintained throughout the duration of the dewatering work.

MPCA is responsible for interpretation of the requirements of this condition, determining compliance with the requirements of this condition, and enforcement of this condition. The point of contact at MPCA for questions regarding this condition is [401Certification.pca@state.mn.us](mailto:401Certification.pca@state.mn.us).

5. The permittee must ensure any earthen material used to construct or improve temporary or permanent dikes or dams, including cofferdams, or any roads, is contained in a manner that will prevent any of the earthen material from eroding. The permittee must completely remove temporary structures and restore original bathymetry or contours at project completion.
6. It is the permittee's responsibility to ensure that the authorized activities do not exacerbate any existing impairments of a CWA 303-(d) listed impaired waters. The following MPCA webpages contain more information and search tools available to determine which waters in Minnesota are impaired: <http://www.pca.state.mn.us/lupg1125> and <http://www.pca.state.mn.us/mvri1126>. The applicable water quality standards are located in Minn. R. ch. 7050.

MPCA is responsible for interpretation of the requirements of this condition, determining compliance with the requirements of this condition, and enforcement of this condition. The point of contact at MPCA for questions regarding this condition is [401Certification.pca@state.mn.us](mailto:401Certification.pca@state.mn.us).



7. Any fill used in any water of the U.S. must be clean fill that is free of any solid waste, toxic or hazardous contaminants, and invasive species as defined in Minn. Stat. 84D and Minn. R. 6216, including those discussed in A guide to Nonnative Invasive Plants Inventory in the North by Forest Inventory and Analysis, 2009, C. Olson and A. Cholewa.  
[http://www.nrs.fs.fed.us/pubs/gtr/gtr\\_nrs52.pdf](http://www.nrs.fs.fed.us/pubs/gtr/gtr_nrs52.pdf).
8. The permittee must provide: a) a copy of this certification; b) documentation of any required BMPs under conditions 5 and 6; and c) any written demarcation of Waters of the U.S. under condition 3 to any prime contractor responsible for completing the project's authorized activities. The permittee must also ensure that there is a mechanism in place requiring each prime contractor to provide the same information to all subcontractors, at any level, responsible for fabricating or providing any material for the project or performing work at the project site. In addition, copies of these documents and any other relevant regulatory authorizations related to impacts to Waters of the U.S., must be available at or near the project site for use by contractors or staff responsible for completing the project work and must be available within 72 hours when requested by MPCA staff.
9. The permittee is responsible for ensuring that all requirements of this Certification are met.
10. This certification includes and incorporates by reference the general conditions of Minn. R. 7001.0150, subp.3.

**NOTIFICATIONS:** The following notifications are not conditions of the MPCA CWA 401 Certification of RGP-003-MN. They provide practices that can help reduce the potential environmental impacts, or they provide notification to the public in Minnesota that certain discharges in Waters of the State are also regulated under other rules administered by the MPCA:

1. Minn. R. chs. 7001 and 7090 requires any activity that will disturb one acre or more of land must first acquire a National Pollutant Discharge Elimination System Permit (NPDES)/State Disposal System (SDS) General Stormwater Permit from the MPCA for discharging stormwater during construction activity. Both the owners and operators of construction activity disturbing one acre or more of land are responsible for obtaining and complying with the conditions of the NPDES/SDS General Stormwater Permit prior to commencing construction activities. Sites disturbing less than one acre within a larger common plan of development or sale that is more than one acre also need permit coverage. A detailed Stormwater Pollution Prevention Plan (SWPPP), containing both temporary and permanent erosion and sediment control plans, must be prepared prior to submitting an application for the NPDES/SDS General Stormwater Permit. In addition, any project that will result in over 50 acres of disturbed area and has a discharge point within one mile of a special or impaired water is required to submit their SWPPP to the MPCA for a review at least 30 days prior to the commencement of land disturbing activities. If the SWPPP is out of compliance with the terms and conditions of the NPDES/SDS General Stormwater Permit, further delay may occur. For more information, please visit the following webpage: <https://www.pca.state.mn.us/water/construction-stormwater>.
2. Any painting, cleaning, or restoration of bridges that is associated with the activity authorized by RGP-003-MN should consider curtains or other reliable containment methods to ensure paint,

chemicals, grouting or other contaminants will not discharge to any surface water. Any asbestos, lead paint, or lead plates on bridges being demolished shall be removed and disposed of in accordance with MPCA rules and regulations. Additional information on lead paint removal can be found at: <https://www.pca.state.mn.us/sites/default/files/5-16.pdf>.

3. Minn. R. ch. 7001.0030 requires that, prior to testing the structural integrity of any newly installed pipeline or any existing pipeline maintained or repaired that is authorized by RGP-003-MN, the permittee must obtain NPDES/SDS Permit coverage from the MPCA. The NPDES/SDS Permit regulates the discharge of water and trench waters associated with this activity.
4. Chloride from winter road salt affects water quality. MPCA encourages public road authorities pursuing projects under the general permit to consider the use of BMPs to reduce the use of chloride. General information about chloride and water quality, including the Draft Twin Cities Metropolitan Area Chloride Management Plan, is located at <http://www.pca.state.mn.us/r0pgb86>.
5. When riprap is used, the permittee should consider placing riprap in the following manner:
  - a. Use natural rock (average less than 6 inches or more than 30 inches in diameter) that is free of debris that may cause pollution or siltation.
  - b. A filter of crushed rock, gravel, or filter fabric material can be placed underneath the rock.
  - c. The riprap should be no more than 6 feet waterward of the ordinary high-water level (OHWL) as defined in Minn. Stat. chs. 103G.005 Subp.14.
  - d. The riprap should conform to the natural alignment of shore and should not obstruct navigation or the flow of water.
  - e. The minimum finished slope waterward of the OHWL should be no steeper than 3 to 1 (horizontal to vertical).
6. During the installation or removal of utility lines, the permittee should consider applying the following:
  - a. Prior to the start of each segment of construction, the permittee should create a written spill prevention plan, to be kept on-site, that details the steps that shall be taken to prevent, mitigate, and clean-up any spill from any product, including drilling mud, from entering any water of the state. The plan should include a directive to contact the State Duty Officer at 651-649-5451 for any spill greater than five gallons, and methods of disposal for the spill material.
  - b. Utilize low flow and winter construction methods whenever possible.
  - c. When using Horizontal Directional Drilling (HDD), use drilling muds that do not contain any hazardous materials. The permittee should keep A Material Safety Data Sheet (MSDS) on site for the HDD muds used.
  - d. When using HDD, and as part of the spill prevention plan in letter, item a. above, develop a Drilling Mud Containment Plan that includes how drilling mud will be contained, managed, and disposed.



- e. Restore the trench approaching at, and leading away from any water of the state, to its original contours before moving onto the next segment of trench. Limit open trench to 5280 linear feet at any given time.
- f. Stabilize the last 200 feet trench within 24 hours when the trench will discharge to a lake, river, stream or wetland.
- g. Use dry construction methods for any maintenance or repair of any surface water crossing.

**Disclaimer:**

Section 401 Certification does not release the permittee from obtaining all necessary federal, state, and local permits. It does not limit any other permit where requirements may be more restrictive. It does not eliminate, waive, or vary the permittee's obligation to comply with all other laws and state water statutes and rules through the construction, installation, and operation of the project. This Certification does not release the permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes, regulations, rules, or local ordinances and it does not convey a property right or an exclusive privilege.

This Certification does not replace or satisfy any environmental review requirements, including those under the Minnesota Environmental Policy Act (MEPA) or the National Environmental Policy Act (NEPA). In accordance with MEPA, Minn. Stat. § 116D.04, subd. 2b, and related rules, projects that are required to complete an Environmental Assessment Worksheet (EAW) or an Environmental Impact Statement (EIS) may not be started until:

- A petition for an EAW is dismissed
- A negative declaration on the need for an EIS has been made
- An EIS has been determined to be adequate
- A variance has been granted by the state Environmental Quality Board

An Environmental Review, required by law, for any project, must be complete in order for any state permit or certification to be valid.

The MPCA reserves the right to modify this Certification or revoke this Certification as provided in Minn. R. 7001.0170.

Pursuant to Minn. R. 7001.1450, failure to comply with any of the conditions in this Certification may result in the MPCA invalidating or revoking this 401 Water Quality Certification on a project-by-project basis.

Mr. Chad Konickson

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February 3, 2017

If you have any questions on this Certification, please contact Jim Brist at 651-757-2245, or  
[401Certification.pca@state.mn.us](mailto:401Certification.pca@state.mn.us).

Sincerely,

A handwritten signature in blue ink, appearing to read 'MKuskie', with a stylized flourish at the end.

Melissa Kuskie

Supervisor, Agency Rules Unit

Resource Management and Assistance Division

MK/JB:je

cc: Janice Cheng, EPA  
Peter Swenson, EPA  
Wendy Melgin, EPA  
Kerryann Weaver, EPA  
Pete Fasbender, USFWS  
Andrew Horton, USFWS  
Luke Skinner, DNR  
Julie Ekman, DNR  
Jill Bathke, USACE  
Andy Beaudet, USACE  
Kristen Hafer, USACE



## **Amity Creek Bank Stabilization**

**Bid No. 17-0286 / City Project No. 1355 / Reach D-2 & D-3**

### **Storm Water Permit Application**

A) The contractor shall submit NPDES *Online Stormwater Permit Application* at the following MPCA web site:

<http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/index.html>

The application fee of **\$400.00**, payable to Minnesota Pollution Control Agency, must also be included with the Application.

### **NPDES Declaration**

The enclosed **NPDES Declaration** must be completed and mailed with a copy of the above application, and your Contracts and Bonds, to the addresses below:

*City of Duluth  
Public Works & Utilities / Engineering Division  
Room 211 City Hall  
411 W. First Street  
Duluth, MN 55802*





## **Erosion and Sediment Control Application and Permit**

(Required For Land Disturbance of 3,000 sq ft or greater\*\*)

(See City of Duluth UDC Article 2, Section 50-18.1.E) Revised March 2015

<b>SITE LOCATION</b>	
Site Address:	Date:
Lot:	Plat & Parcel:
Nature of Project	
Est. Start Date:	Est. Completion Date:

<b>OWNER / CONTRACTOR</b>			
Property Owners Name	Email:	Telephone No.	
Address	City	State	Zip
Contractors Name	Email:	Telephone No.	
Address	City	State	Zip

<b>CITY USE ONLY</b>	
City Engineer Approval:	Date:
Permit Number:	Permit Fee: <b>\$150</b> <b>\$300</b>

### **SEE REVERSE SIDE FOR FEE SCHEDULE AND ADDITIONAL REQUIREMENTS**

(Attach the Erosion and Sediment Control Plan (ESCP) to this application page)

#### **MS-4 Statement of Compliance** (not for permanent stormwater management)

The property owner and the contractor conducting work on the site are responsible for all the construction activities that occur on the site. By signing this permit both parties are required to install and maintain all erosion and sediment control BMPs to ensure that sediment, soil and debris does not leave the construction site. This includes but is not limited to tracking of soil /mud onto public streets and roadways from vehicles leaving the site, soil eroding from the site onto roadways or drainage ditches or onto neighboring property. If sediment, soil/mud and/or debris leaves the site, both parties are responsible for the immediate clean up and all costs and fines associated with it. Both parties are also responsible for the total restoration of vegetation on the site (seed/mulch, sod, gardens...) after construction disturbance is substantially complete, and only after vegetation has been established with vigorous growth can BMPs be cleaned and removed.

Property Owner	/	/
	Telephone #	Date
Contractor	/	/
	Telephone #	Date

## EROSION CONTROL PERMIT FEES

Size of Project* (*****)	Erosion and Sediment Control Plan / SWPPP ***	Erosion and Sediment Control Permit	FEE
Land Disturbance Area less than 3,000 s.f.**	Specific plan not required, but must follow BMPs	No	No Fee
Land Disturbance Area greater than 3,000 s.f. and less than 10,000 s.f.	Yes	Yes	\$150
Land Disturbance Area greater than 10,000 s.f. and less than 1 acre.	Yes	Yes	\$300
Land Disturbance Area equal to or greater than 1 acre.	Yes	Yes ****	N/A

\* All projects regardless of area disturbed, will be inspected for compliance with Erosion and Sediment Control Best Management Practices (BMPs), see attached .

\*\* If city engineer determines that the proposed development is in a vulnerable area (steep slopes, erodible soils, adjacent to sensitive areas, etc.) and may cause degradation of the waters connected to the City's storm water system, then the provisions applicable to land disturbance areas between 3,000 and 10,000 sq. ft. shall apply.

\*\*\* A site specific Storm Water Pollution Prevention Plan (SWPPP) meeting MPCA NPDES Permit requirements for Construction Activity is required and shall be submitted to the City for review. An individual one-family or two-family residence (that is not part of a common plan of development) with less than 10,000 sq. ft. of disturbance and less than 7,500 sq. ft. of new impervious area does not have to prepare a SWPPP, but shall submit an erosion control plan meeting the requirements of this document and attachments.

\*\*\*\* The MPCA Permit No. MN R 100001 is required (General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination), and a copy of permit to be submitted to City. See this page for internet link.

\*\*\*\*\* Please see the City of Duluth UDC Article Two, Section 50-18.1.E to determine if the proposed project is required to meet permanent stormwater quality and rate control requirements and applicable fees.

**NOTE: For projects disturbing one acre or more, the MPCA Stormwater Permit for Construction Activity must be completed--not the City of Duluth's form.**

**[www.pca.state.mn.us/water/stormwater/stormwater-c.html](http://www.pca.state.mn.us/water/stormwater/stormwater-c.html)**

**The entire MS4 Permit may also be found at the MPCA:  
website:**

**[www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements](http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements)**

### **City of Duluth Erosion and Sediment Control Plan Guidelines**

#### **Erosion and Sediment Control Plan (ESCP)**

The Permit Application should be filled out and the Erosion and Sediment Control Plan should be prepared as follows:

- Complete the attached Narrative form Item No. 1, or use a separate sheet. Fill in **all** areas as completely as possible.
- Complete a Site Map / Plan showing the items listed below in item No. 2 and see Elements of Erosion Control Plan, Site Map Requirements for further guidance to address specific item for each plan. Additionally see example site map / plan.
- Incomplete Narratives or Site Map / Plans will be returned for additional information and will delay permit approval.

#### **Erosion and Sediment Control Methods**

Control of sediment is required so that it does not migrate to an adjoining property, roadway, catch basin, or a wetland/watercourse. Diagrams are attached that depict some of the control methods commonly used for erosion and sediment control. Silt fence barriers and crushed rock temporary entrances are common control methods that can be effective for small projects. Additional methods, such as sediment traps and detention structures, are required for some projects and a qualified professional may need to specify the appropriate erosion and sediment control methods. See attached sheet titled Commonly Used Erosion Controls.

#### **Activities Exempt from the Ordinance**

Minor land disturbing activities are exempt such as: home gardens, landscaping, repairs and maintenance work, utility work, certain septic tank work, fencing, tilling, planting, or harvesting of agricultural, horticultural, or silviculture crops, and certain emergency repairs.

**City Erosion/Sediment Control Permit Narrative -rev 2011**  
These are the **absolute minimum** submittal requirements for **all projects**:

**(1) NARRATIVE**

- A) Provide a description of what you are doing and type foundation/disturbance.  
(e.g., constructing a 2,000 sq ft house w/full basement; constructing an attached 24x24 garage on slab; building a 20x15 house addition on frost footings, etc.)
- B) How much land are you disturbing? **Total:** \_\_\_\_\_ **square feet**  
Main soil type? \_\_\_\_\_ Are you importing/exporting any fill? \_\_\_\_\_ Amount \_\_\_\_\_
- C) Describe the slope of the land **and** the slope of the adjacent land.
- D) Describe all temporary erosion control devices you intend to use and show on an attached drawing **where** and **when** you will be installing them. [At a **MINIMUM**, you must have perimeter control such as silt fence and washed rock construction entrance.] **Also, show and protect all stockpiles.**
- E) Final Stabilization. Date you will sod, or seed & mulch, or otherwise establish vegetation on the disturbed area.  
Method: \_\_\_\_\_ Target Date: \_\_\_\_\_  
If site is not vegetated by October 30<sup>th</sup>, describe below your selected winter-over methods (mulch, erosion blanket, etc.).

**(2) DRAWING**

- A) • **Always clearly show** the site grading/disturbance limits.  
• Also, show **pre- and post-development** drainage arrows.
- B) **Clearly show** estimated land contours (hand drawn is acceptable for small projects).
- C) **Show any/all** creeks, ditches, wetlands, or other sensitive areas *within 200 feet* of your site.  
• **If none, so state:** \_\_\_\_\_
- D) **Clearly show** the amount and placement of silt fence, hay bales, construction entrance, etc.
- E) **Clearly show** washed rock construction entrance. [*Minimum: 12' W x 50' L x 6" deep*] **OR** show mud mat reusable mat - *8' x 45' minimum* (see Brock White handout).
- F) • **Show** and label streets and adjacent properties.  
• **Show** catch basins/inlets.  
• **Clearly show** all protective measures for those areas where sediment could migrate. Protect your neighbor's property from your construction activity and potential erosion and sediment.

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**\*\*For Large Projects, Commercial Projects, Complex Projects –**  
**Additional information and design are required - refer to City Ordinance 9365\*\***  
Technical assistance: Engineering 730-5200; [Tom Johnson 730-5103]



## **GENERAL NOTES FOR EROSION CONTROL**

### **STRAW BALES or SILT FENCE**

- \*Put up before any other work is done
- \*Install on downslope side(s) of site with ends extended up sideslopes a short distance
- \*Place parallel to the contour of the land to allow water to pond behind the fence
- \*Entrench 4 inches deep (see diagram)
- \*Stake (every 3 feet minimum)
- \*Leave no gaps/ overlap if necessary
- \*Inspect often and maintain
- \*Remove sediment when deposits reach half way up fence or bale

### **ROCK CONSTRUCTION ENTRANCE**

- \*Install a single construction access using large crushed rock (1 ½ “ to 2 ½ “) to prevent tracking of soils off project site
- \*Put rock 6 inches deep, 12 feet wide, 50 feet long
- \* Maintain rock access through project end
- \*All vehicles to use rock entrance

### **SEDIMENT CLEANUP**

- \* By the end of each work day, sweep/scrape up soil tracked on roads, alley , sidewalk
- \* After a storm clean up soil washed off site onto sidewalks, streets, alleys.

### **REVEGETATION**

- \*Seed & mulch, sod or mulch disturbed area as soon as project is completed

### **PRESERVING EXISTING VEGETATION**

- \*Preserve existing trees, shrubs, sod, as much as possible

### **WARNING!** Extra measures may be needed if your site:

- \*Has highly erodible soils
- \*Is within 200 feet of a river or stream
- \*Is within 1,000 feet of a lake
- \*Is steeply sloped
- \*Receives runoff from adjacent land

For more information on appropriate measures for your site, please call the City of Duluth Engineering Division at 730-5200.



## **ELEMENTS OF EROSION & SEDIMENT CONTROL PLAN (ESCP)**

### **ESCP Project Narrative**

- (1) Project description
- (2) Phasing of construction
- (3) Existing site conditions
- (4) Adjacent areas affected by project
- (5) Critical areas identified
- (6) Erosion and sediment control measures
- (7) Soil descriptions
- (8) Permanent stabilization methods
- (9) Stormwater management considerations
- (10) Maintenance schedule for erosion and sediment measures
- (11) Calculations
- (12) Additional information required by the city engineer

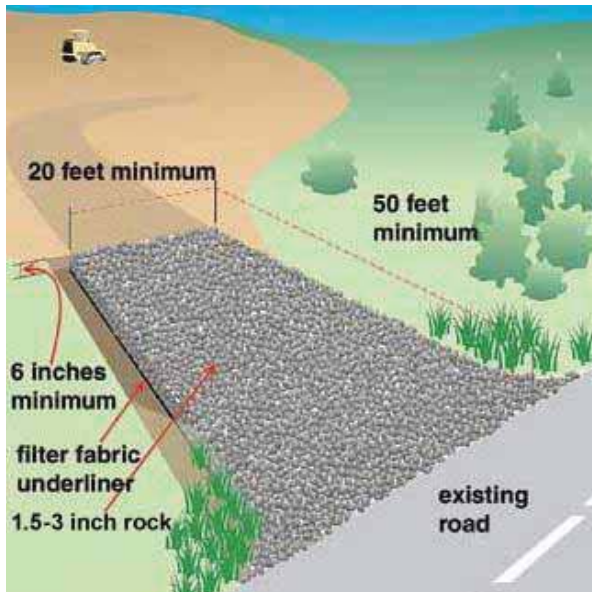
### **Criteria to be considered in the ESCP**

- (1) Stabilization of denuded areas and soil stockpiles
- (2) Establishment of permanent vegetation
- (3) Protection of adjacent properties
- (4) Timing and stabilization of sediment trapping measures
- (5) Use of sediment basins
- (6) Cut and fill slopes
- (7) Stormwater management criteria for controlling off site erosion
- (8) Stabilization of waterways and outlets
- (9) Stormwater management criteria for controlling off site erosion
- (10) Working in or crossing water bodies
- (11) Underground utility construction
- (12) Construction access routes
- (13) Disposition of temporary erosion and sediment

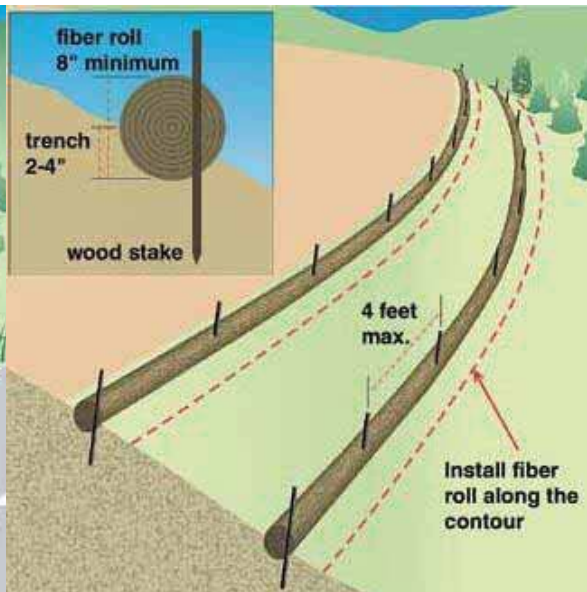
- control measures  
(14) Maintenance of erosion and sediment control practice

### **Site Map Requirements**

- (1) Location Map
- (2) North Arrow
- (3) Scale (1 inch = 100 ft. or greater detail)
- (4) Benchmark
- (5) Existing contours at two ft. intervals, 200 ft. beyond boundary - show watercourses/wetlands
- (6) Final contours
- (7) Existing vegetation - trees, shrubs, grasses
- (8) Soil boundaries
- (9) Property boundary and lot lines
- (10) Elevations and grades - street grades, pond elevations, etc.
- (11) Drainage arrows
- (12) Critical erosion areas
- (13) Clearing and grubbing limits
- (14) Utility plans
- (15) Location of erosion and sedimentation control practices - basins, swales, silt fence, bales
- (16) Location of other practices
- (17) Plan preparer's signature, address and phone number
- (18) Responsible party name, address, and phone number
- (19) Delineation of applicable zoning boundaries



Rock Construction Entrance



Perimeter Control - Bio Rolls