

INVITATION TO BID

MILLER CREEK BANK STABILIZATION

Lincoln Park, Duluth, MN

POSTED: MONDAY, JUNE 19, 2017

Bid #: 17-0439

BIDS DUE: THURSDAY, JULY 6, 2017 @ 2:00 PM CST



PROPERTY & FACILITIES MANAGEMENT
1532 West Michigan St.
Duluth, MN 55806

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Purchasing Division
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

INVITATION TO BID

MILLER CREEK BANK STABILIZATION

BID NUMBER: 17-0439

BID OPENING: THURSDAY, JULY 6 AT 2:00 PM

PROJECT DESCRIPTION: Restoration and stabilization of retaining walls damaged in the 2012 flood, and stream bed modification to better accommodate future high water events. Applicable permits from the Minnesota Department of Natural Resources (MNDNR) and the Army Corps of Engineers are attached. This project is funded through the Federal Emergency Management Agency (FEMA). Federal procurement standards and contract provisions apply.

****Any work in the stream must be performed between July 1 and September 15 to comply with trout stream regulations****

PRE-BID/WALK-THROUGH: A **MANDATORY** pre-bid walk-through will be conducted on **FRIDAY, JUNE 23, 2017 at 2:00 PM** at the stone pavilion on Lincoln Park Drive in Lincoln Park. **ALL INTERESTED BIDDERS MUST ATTEND.**

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be issued as an addendum to this solicitation.

The selected contractor will be issued a construction contract. A copy of the City standard construction contract is attached. Notice to Proceed will be issued once the agreement is fully executed.

Bid forms, plans and specifications are on file at the following offices: Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, and Blue Book Building and Construction Network.

INSTRUCTIONS TO BIDDERS

All Bidders shall review the City of Duluth General Bid Specifications, which are attached.

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received in Purchasing before 2:00 PM local time on the bid opening date.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids.

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 e-mail prior to the scheduled bid opening.
2. **Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form

where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

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) with their bid.** 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 awarded contractor 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. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. This form may be found at: http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf
7. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

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

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent



GENERAL BID SPECIFICATIONS

1. General. This document covers bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. Bidder Questions. Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. Changes, Corrections & Withdrawal of Bids. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. Unit Pricing. If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. Sales Tax. Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. Bid Submission. All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received by Purchasing before 2:00 PM local time on the date specified. Bids will not be accepted via e-mail unless specifically stated in the Invitation for Bids.
8. Non-Collusion Clause. By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm 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 of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.
9. Award. Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications. A bid summary will be posted on the City website immediately following the bid opening. Awards for construction services and parts /supplies over \$100,000 must be approved by City Council.
10. Bidder Qualifications. Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.
11. Bid Opening. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.
12. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
13. Liquidated Damages for Failure to Enter into Contract. The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
14. Equal Employment Opportunity. Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
15. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
16. Prevailing Wages. Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.

The rates set forth under the General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.
17. Validity of Bids. All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
18. Insurance. All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current city requirements.

BID FORM
BID # 17-0439
MILLER CREEK AT LINCOLN PARK BANK STABILIZATION

ITEM	PRICE
Lump sum to perform all work as shown/described in the attached plans and specifications.	\$

TOTAL PRICE IN WRITING

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐

Exhibit A

Schedule of Prices

Bid Item No.	Measurement and Payment Item	Item	QTY	Unit	Unit Price	Total Price
1	A	Mobilization/Demobilization	1	LS		
2	B	Control of Water	1	LS		
3	C	Stabilized Rck Construction Entrance	2	EA		
4	D	Restore Access Paths and Haul Roads	1	LS		
5	E	Clearing and Grubbing	1	LS		
6	F	Floodplain and Overflow Swale Excavation and Grading	1500	CY		
7	G	Sediment Removal and On-Site Disposal	1500	CY		
8	H	Sediment Removal and Off-Site Disposal	1500	CY		
9	I	Wall Removal	717	LF		
10	J	Blue Stone Wall Installation	216	LF		
11	K	Stone Toe	529	LF		
12	L	Bank Re-shaping	104	LF		
13	M	Wall Rebuild	21	LF		
14	N	Dry Stack Wall Repair	33	LF		
15	O	Wall Repair and Tuck Pointing	251	LF		
16	P	Overflow Notch and Stone Weir	1	LS		
17	Q	Stone Ramp	1	LS		
18	R	Overflow Rock Apron	1	LS		
19	S	Silt Fence	2300	LF		
20	T	Seeding - Native Seed Mix (MN/DOT 34-361)	2143	SY		
21	U	Seeding - Turf Mix (MN/DOT 25-131)	100	SY		
22	V	Erosion Control Blanket	2243	SY		
23	W	Tree Planting	10	EA		
24	X	Vegetation Management and Maintenance	1	LS		

Total _____

THIS FORM MUST BE RETURNED WITH YOUR BID

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.

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

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

- | | |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

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

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.	
<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>Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</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.

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

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

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

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

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

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

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

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 of materials, supplies, 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;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) 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 Federal Identification Number _____

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

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor'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.

CONTRACTOR & CITY OF DULUTH

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

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

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

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

7. Insurance

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

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

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

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

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

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

Countersigned:

CITY OF DULUTH-Client

By

City Auditor
Approved this _____ day of _____

Mayor

Attest:

Department Director
Approved this _____ day of _____

City Clerk
Attested this _____ day of _____

Purchasing Agent
Approved this _____ day of _____

CONTRACTOR/COMPANY
Contractor

By

Assistant City Attorney
Approved this _____ day of _____

Company Representative

Its

Title of Representative
Approved this _____ day of _____

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

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

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

E-Mail Addresses

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

Section I

Restrictions on Disbursements

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

Subcontractors

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

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

Federal Agency Requirements

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

Separability

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

Property

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

Section 2

Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

Section 3

Definitions

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

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

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

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

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

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

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

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

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

Section 4

Environmental Provisions

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

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

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

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

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

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

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

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

Section 5

Contract Compliance

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

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

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

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

Section 6

Records

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

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

Reports and Information

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

Audits and Inspection

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

Section 7

Conflict of Interest and Lobbying

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

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

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

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

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

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

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

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

Section 8

Labor Standards - Physical Improvement Projects

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

(A) **General Requirements.**

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

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

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

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

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

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

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

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

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

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

City of Duluth "Mini Davis-Bacon"

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

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

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

(3) **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) **Overtime Calculations**

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

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

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

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

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

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

(2) Overtime Calculation with Cash Payment of Fringe Benefits

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

Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

(5) **Helpers**

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

(6) **Apprentice Ratios**

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

FUNDING SOURCE:

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

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

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

Examples:

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

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

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

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

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

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

H U D (CDBG) and Federal funding only

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

Examples:

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

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

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

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

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

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

(7) Poster Boards

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

(8) Trucking Issues

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

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

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

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

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

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

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

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

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

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

Independent Trucking Operators

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

Multiple Truck Operators

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

Partnerships

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

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

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

Corporations

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

Brokers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(17) **Supporting documentation.**

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

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

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

Section 9

**Minnesota Department of Transportation Specification 1906 Partial Payments
Process For "Withholding Contract Monies" and "Default and Termination of a Contract" 11/5/04**

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

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

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

Definitions

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

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

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

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

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

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

Important Considerations

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

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

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

1808. It's important to provide sufficient detail so that the Surety understands the situation. This notification should be sent by certified mail. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 7: If the Contractor or Surety is unresponsive after 10 days, the Department should consult with their attorney to consider proceeding with Default and Termination of the Contract.
- Step 8: Upon termination of the contract, the Department provides a written order to the Surety, requiring the Surety to bring resolution to the prevailing wage violation.
- Step 9: The Department places the Contractor on a Non-Responsible Bidder's List and rejects any future awards.
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Section 10

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

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

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

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

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

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11

Equal Opportunity Laws and Regulations

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

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

Equal Opportunity and Affirmative Action

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

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

General Provisions Against Discrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

Affirmative Action for Handicapped Workers

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

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

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

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

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

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

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

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

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

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

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

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

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

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

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

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

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

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

(H) As used in this clause:

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

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

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

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

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

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

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

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

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

Section 12

Employment Opportunities - "HUD Section 3"

General

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

Type of Covered Projects

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

Thresholds

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

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

Requirements (Section 3 Clause)

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

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

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

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

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

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

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

Section 13

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

General

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

Regulation

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

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

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

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

Implementation

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

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

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

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

Section 14 - Forms

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

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

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

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

Minnesota Department of Transportation Trucking Requirements

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

General Decision Number: MN170105 05/19/2017 MN105

Superseded General Decision Number: MN20160105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	03/03/2017
3	04/14/2017
4	05/19/2017

BOIL0647-004 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 35.65	29.89

CARP0361-020 05/01/2016		

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

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

CARP0361-021 05/01/2016		

ST LOUIS (Duluth)

Rates	Fringes
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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
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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
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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
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ELECTRICIAN.....	\$ 35.60	71.72%
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ENGI0049-064 05/01/2016

Rates	Fringes
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OPERATOR: Power Equipment		
Group 2.....	\$ 34.39	18.90
Group 3.....	\$ 33.84	18.90
Group 4.....	\$ 33.54	18.90
Group 5.....	\$ 30.50	18.90
Group 6.....	\$ 29.29	18.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up; to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
UNNELS, SHAFTS, ETC. - \$.25 PREMIUM
UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
LEVEL A - \$1.25 PREMIUM
LEVEL B - \$.90 PREMIUM
LEVEL C - \$.60 PREMIUM

IRON0512-028 06/05/2016

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

LABO1091-006 05/01/2016

ST LOUIS (South of T. 55 N)

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

LABO1091-007 05/01/2016

SOUTHERN ST. LOUIS COUNTY

Rates	Fringes
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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
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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

PLAS0633-036 05/01/2016

ST. LOUIS COUNTY (North of T 55N)

Rates	Fringes
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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
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CEMENT MASON/CONCRETE FINISHER...	\$ 33.95	17.63
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* TEAM0160-018 05/01/2017

Rates	Fringes
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TRUCK DRIVER (DUMP)

(1) Articulated Dump Truck..	\$ 30.25	16.60
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 29.70	16.60
(3) Tandem Axles; & Single Axles.....	\$ 29.60	16.60

Rates Fringes

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

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.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

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: _____

Phone No.: _____

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

PLAN LEGEND

RIGHT OF WAY LINE	-----
DITCH CENTERLINE	-----
FENCE LINE	-----X-----
RETAINING WALL	-----
GRAVEL LINE	-----
GUARD RAIL LINE	-----
RAILROAD TRACK LINE	+++++
ROAD CENTERLINE	-----
TREE LINE	~~~~~
STREAM LINE	~~~~~
WETLAND LINE	-----
EX SANITARY LINE	-----SAN-----
PR SANITARY LINE	-----SAN-----SAN-----
AB SANITARY LINE	-----SAN-----
EX FORCEMAIN LINE	-----FM-----
PR FORCEMAIN LINE	-----FM-----FM-----
AB FORCEMAIN LINE	-----FM-----
EX STORM LINE	-----ST-----
PR STORM LINE	-----ST-----ST-----
AB STORM LINE	-----ST-----
EX WATER LINE	-----W-----
PR WATER LINE	-----W-----W-----
AB WATER LINE	-----W-----
EX GAS LINE	-----GAS-----
PR GAS LINE	-----GAS-----GAS-----
AB GAS LINE	-----GAS-----
EX STEAM LINE	-----STEAM-----
EX STEAM LINE	-----STEAM-----
UG CABLE TV LINE	-----CMTV-----
AB CABLE TV LINE	-----CMTV-----
UG ELECTRIC LINE	-----USE-----
AB ELECTRIC LINE	-----USE-----
UG FIBEROPTIC LINE	-----FO-----
AB FIBEROPTIC LINE	-----FO-----
UG TELEPHONE LINE	-----UST-----
AB TELEPHONE LINE	-----UST-----
OH ELECTRIC LINE	-----OHE-----
OH TELEPHONE LINE	-----OHT-----
OH CABLE TV LINE	-----OHTV-----

SYMBOLS

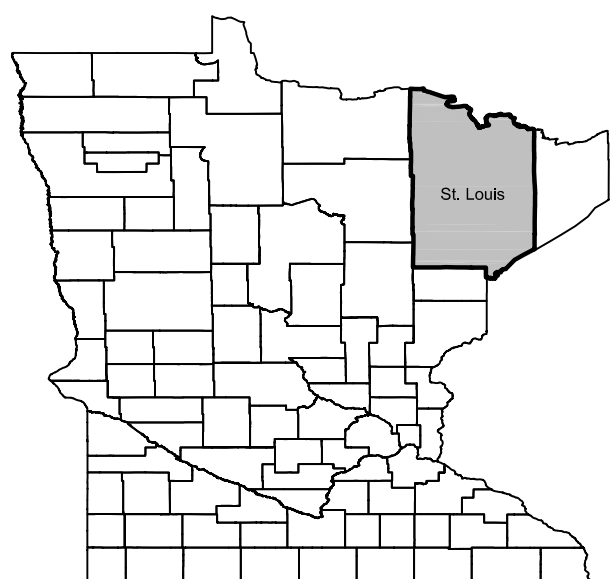
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EX SANITARY CLEANOUT	(STRM)	⊗
EX STORM MANHOLE	(W)	⊗
EX STORM CATCHBASIN	(W&G)	⊗
EX. WATER MANHOLE	(W&G)	⊗
EX. WATER VALVE	(W&G)	⊗
EX. WATER HYDRANT	(W&G)	⊗
EX. WATER SHUTOFF	(W&G)	⊗
EX. WATER & GAS MH	(W&G)	⊗
EX. GAS MANHOLE	(GAS)	⊗
EX. GAS VALVE	(GAS)	⊗
EX. GAS SHUTOFF	(GAS)	⊗
EX. STEAM MANHOLE	(STEAM)	⊗
EX. TELEPHONE MANHOLE	(T)	⊗
EX. ELECTRIC MANHOLE	(E)	⊗
EX. POWERPOLE	(E)	⊗
EX. LIGHT POLE	(E)	⊗
EX. ELECTRIC VAULT	(E)	⊗
EX. ANCHOR	(E)	⊗
EX. ELECTRIC TRANSFORMER	(E)	⊗
EX. STREET LIGHT	(E)	⊗
EX. SIGNAL W/ STREET LIGHT	(E)	⊗
EX. HANDHOLE	(H.H.)	⊗
EX. HANDHOLE	(H.H.)	⊗
EX. TELEPHONE PEDESTAL	(H.H.)	⊗
EX. WELL	(H.H.)	⊗
BENCHMARK	(H.H.)	⊗
FOUND CI MONUMENT	(H.H.)	⊗
EX. SIGN	(H.H.)	⊗
CONTROL POINT	(H.H.)	⊗
EX DECIDUOUS TREE	(H.H.)	⊗
EX CONIFEROUS TREE	(H.H.)	⊗
EX. PARKING METER	(H.H.)	⊗
EX. SOIL BORING	(H.H.)	⊗

CITY OF DULUTH

DEPARTMENT OF ADMINISTRATIVE SERVICE FACILITIES MANAGEMENT

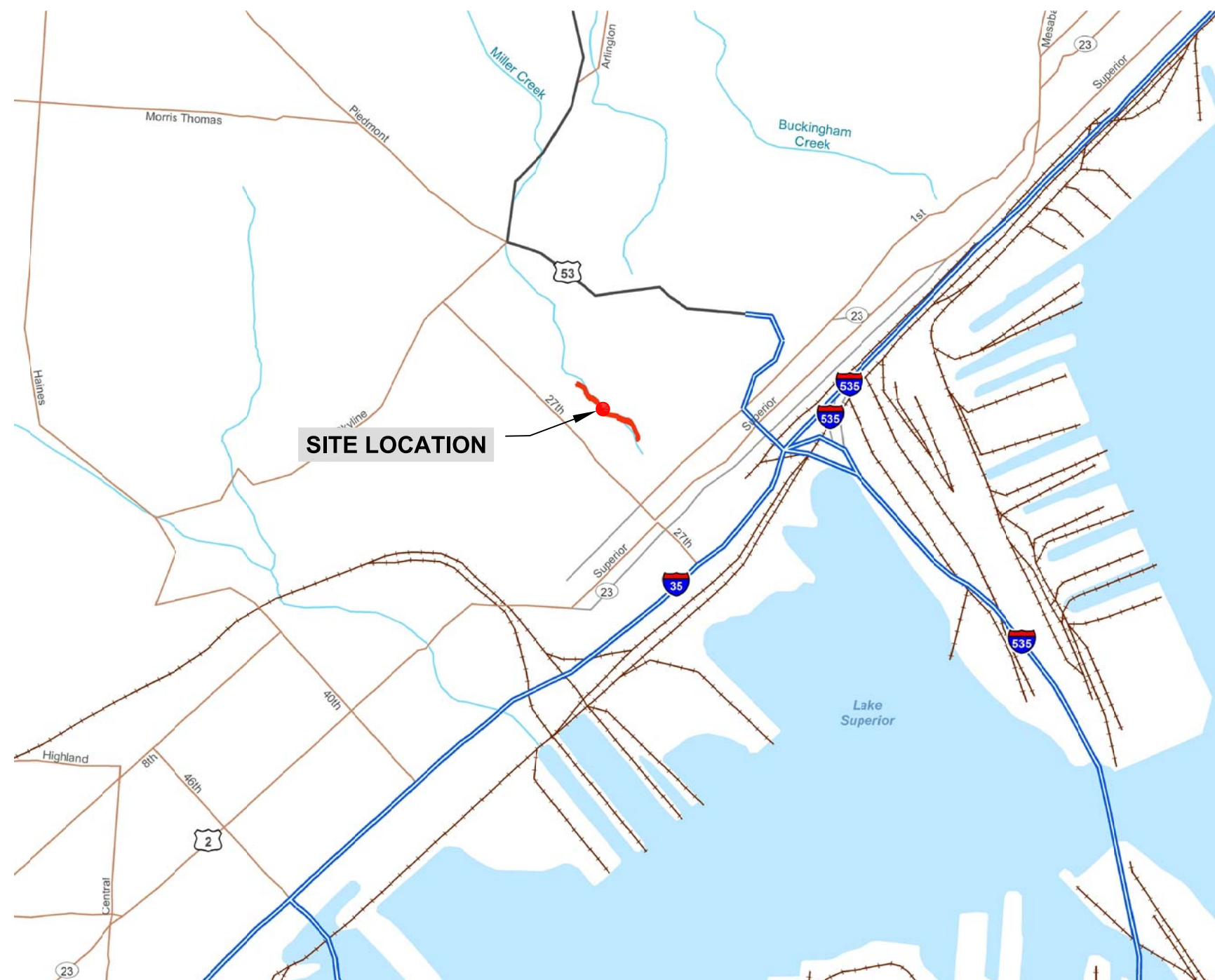
CONSTRUCTION PLANS FOR:

STREAMBANK STABILIZATION PROJECT
(2017 CONSTRUCTION SEASON)
MILLER CREEK, DULUTH, MINNESOTA



MINNESOTA STATE MAP
NOT TO SCALE

FEMA ID NO. DR-4069-MN PW #856
CITY PROJECT NO. P14-09-TR



VICINITY MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
AVAILABLE AT: <http://www.dot.state.mn.us/pre-letting/spec/index.html>

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL DATED FEBRUARY 2015.
AVAILABLE AT:
<http://www.dot.state.mn.us/trafficeng/publ/mutcd/>

THE 2017 EDITION OF THE CITY OF DULUTH PUBLIC WORKS AND UTILITIES DEPARTMENT STANDARD CONSTRUCTION SPECIFICATIONS SHALL APPLY. AVAILABLE AT:
<http://www.duluthmn.gov/engineering/standard-construction-specifications/>

INDEX	SHEET NO.	DESCRIPTION
	1	TITLE SHEET
	2	EXISTING CONDITIONS
	3	PROPOSED CONDITIONS OVERVIEW
	4	TREATMENT AREA 1
	5	TREATMENT AREA 2
	6	TREATMENT AREA 3
	7	TREATMENT AREA 4
	8	STREAM PROFILE
	9	CROSS SECTIONS
	10	DETAILS 1 OF 3
	11	DETAILS 2 OF 3
	12	DETAILS 3 OF 3
	13	PLANT LISTS AND DETAILS
	14	PLANTING PLAN
	15	SWPPP 1 OF 3
	16	SWPPP 2 OF 3
	17	SWPPP 3 OF 3
	18	SITE ACCESS PLAN
	19	QUANTITIES AND SCHEDULES

THIS PLAN CONTAINS 19 SHEETS

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

HEATHER SCHWAR

PROJECT ENGINEER (TYPED OR PRINTED NAME)

Heather E. Schwar

May 26, 2017

53062

PROJECT ENGINEER

DATE

LIC. NO.



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

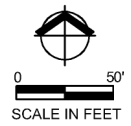
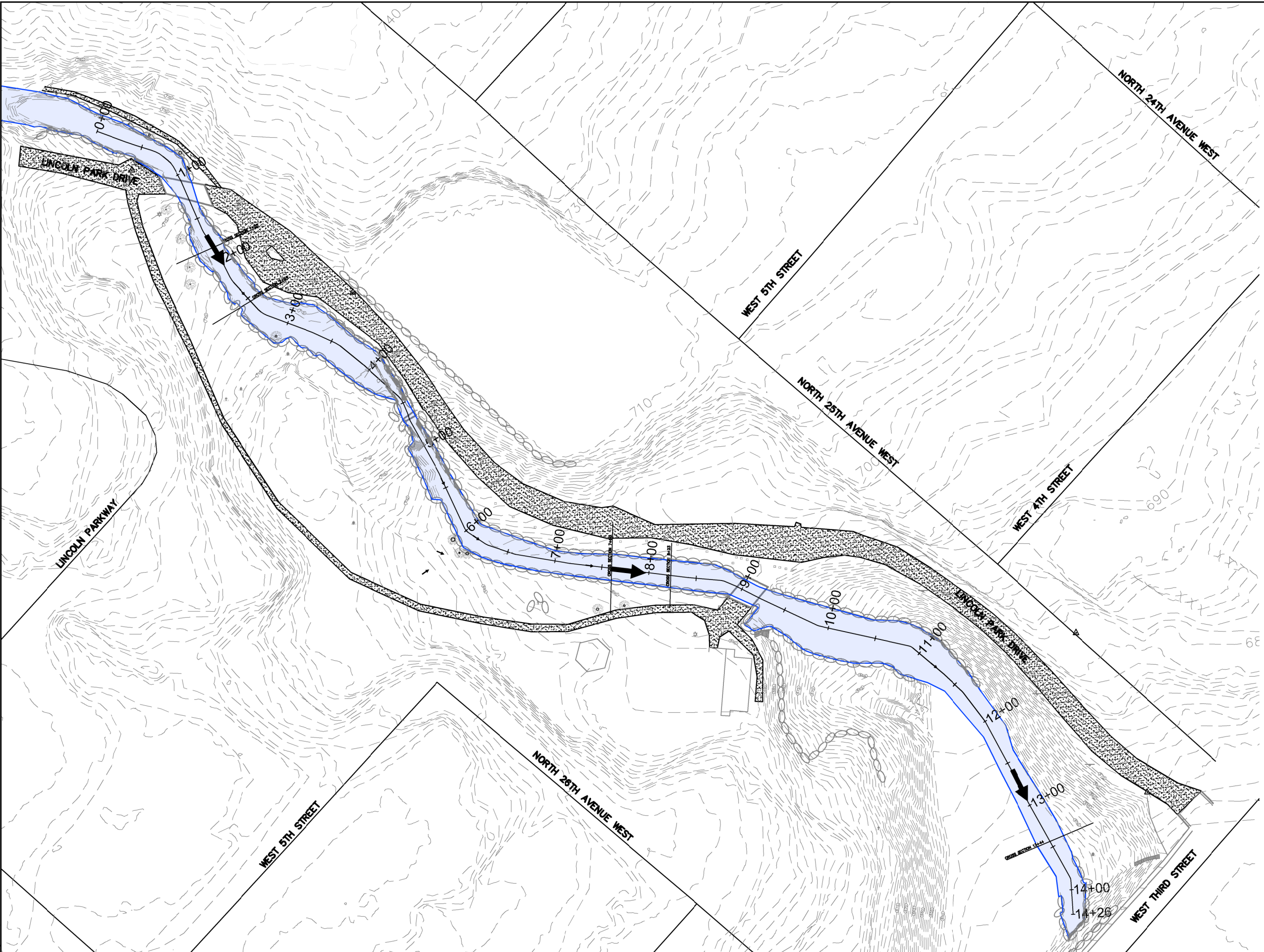


FINAL DESIGN

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

WARNING:
LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR. CALL BEFORE DIGGING. GOPHER STATE ONE CALL 1-800-252-1166 REQUIRED BY LAW


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Tuesday, May 30, 2017 9:41:46 AM



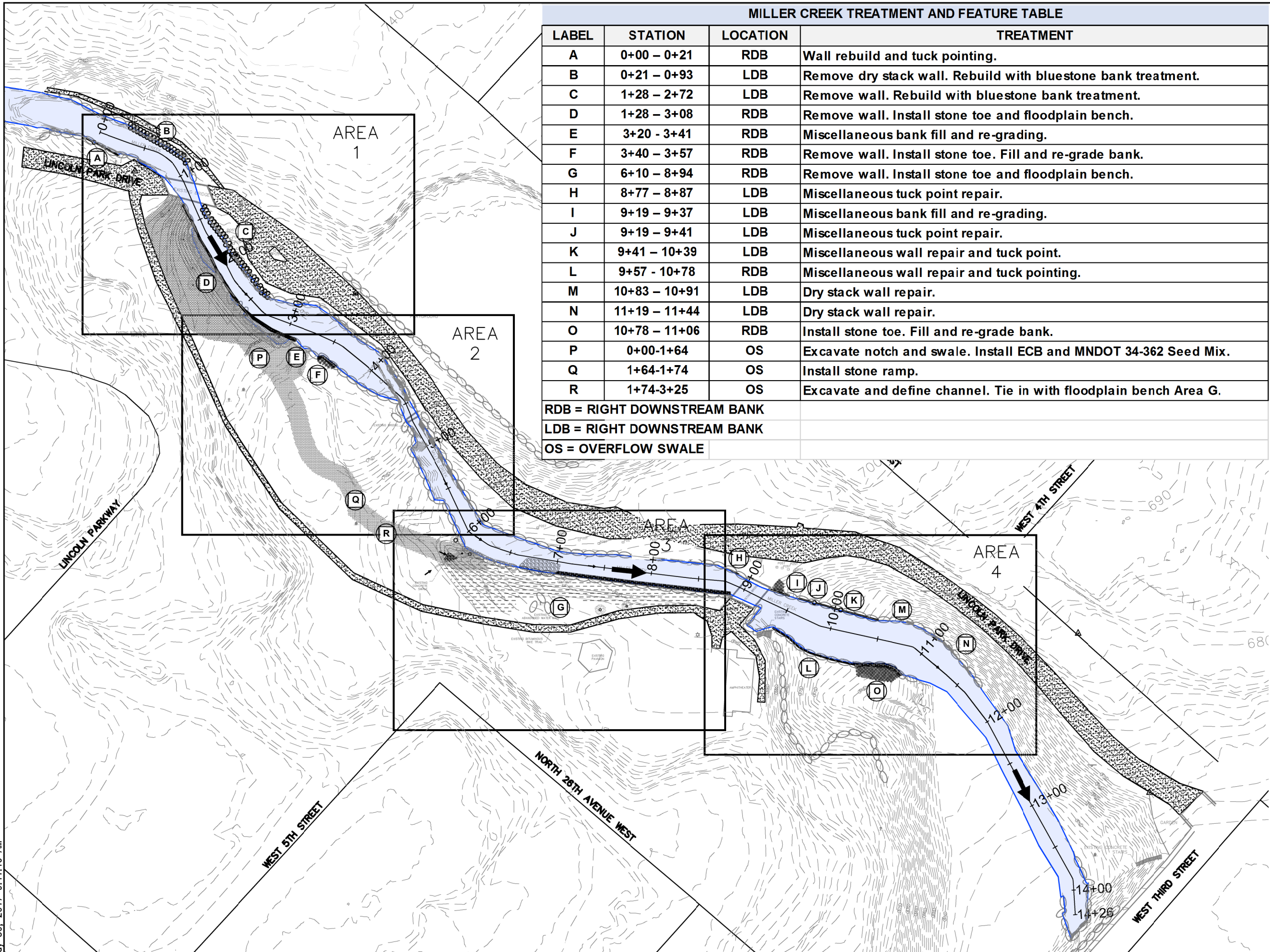
- LEGEND
- EXISTING GRADE
 - EXISTING STREAM
 - EXISTING WALL OR STONE STREAM BANK
 - EXISTING PARK ROAD OR PATH
 - EXISTING TREE
 - FLOW DIRECTION



FINAL DESIGN

CERTIFIED BY: HEATHER SCHWAR	REG. NO.: 53062	 Cardno Shaping the Future	7157 COMMERCE CIRCLE W FRIDLEY, MINNESOTA 55432 USA	STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA		DRAWN BY: COD	
SIGNATURE: _____	DATE: MAY 2017		CITY OF DULUTH				EXISTING CONDITIONS
			CITY PROJECT NO.: P14-09-TR	FEMA ID NO. DR-4069-MN PW #856		SHEET NO. 2 OF 19	

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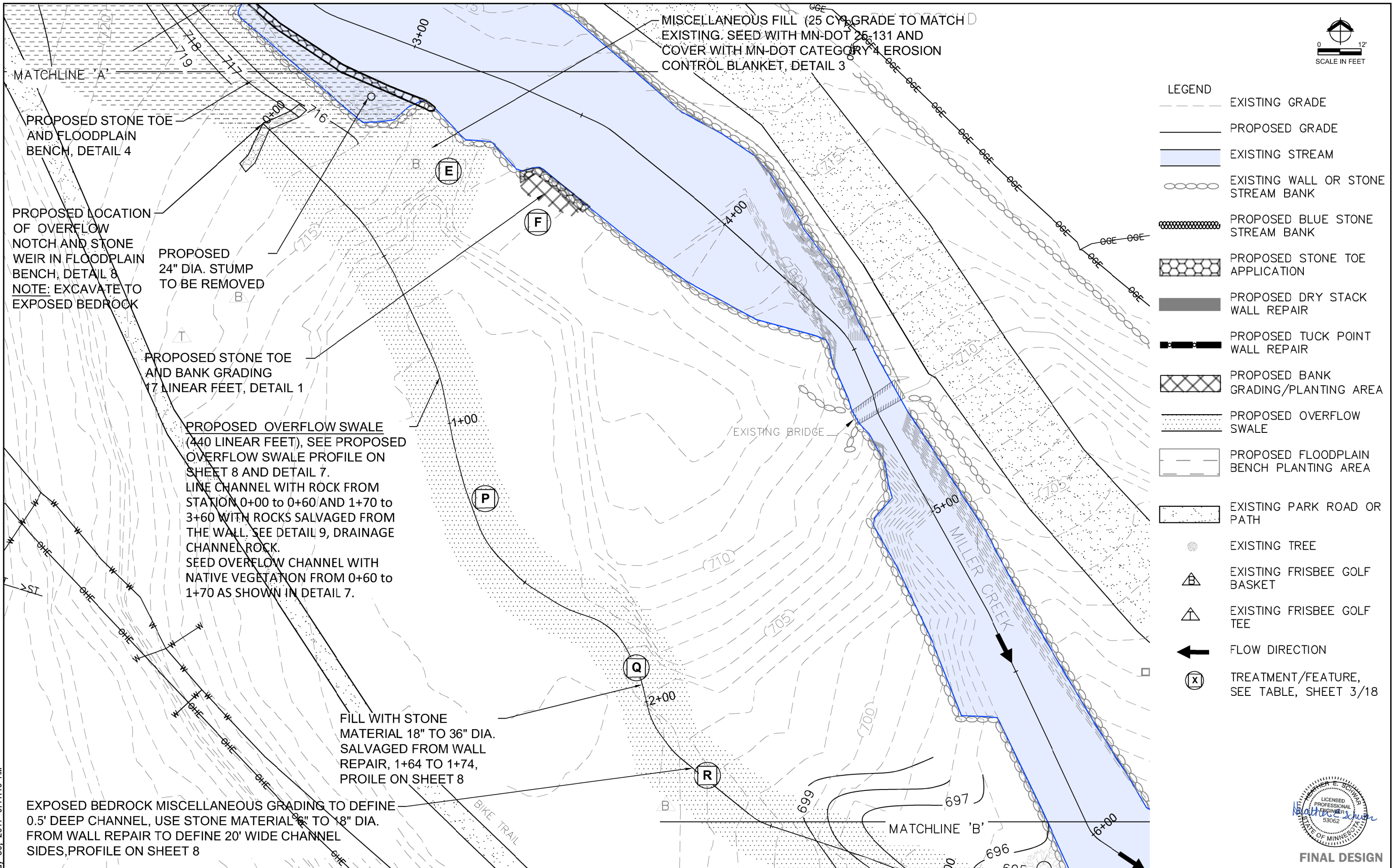
MILLER CREEK TREATMENT AND FEATURE TABLE			
LABEL	STATION	LOCATION	TREATMENT
A	0+00 – 0+21	RDB	Wall rebuild and tuck pointing.
B	0+21 – 0+93	LDB	Remove dry stack wall. Rebuild with bluestone bank treatment.
C	1+28 – 2+72	LDB	Remove wall. Rebuild with bluestone bank treatment.
D	1+28 – 3+08	RDB	Remove wall. Install stone toe and floodplain bench.
E	3+20 - 3+41	RDB	Miscellaneous bank fill and re-grading.
F	3+40 – 3+57	RDB	Remove wall. Install stone toe. Fill and re-grade bank.
G	6+10 – 8+94	RDB	Remove wall. Install stone toe and floodplain bench.
H	8+77 – 8+87	LDB	Miscellaneous tuck point repair.
I	9+19 – 9+37	LDB	Miscellaneous bank fill and re-grading.
J	9+19 – 9+41	LDB	Miscellaneous tuck point repair.
K	9+41 – 10+39	LDB	Miscellaneous wall repair and tuck point.
L	9+57 - 10+78	RDB	Miscellaneous wall repair and tuck pointing.
M	10+83 – 10+91	LDB	Dry stack wall repair.
N	11+19 – 11+44	LDB	Dry stack wall repair.
O	10+78 – 11+06	RDB	Install stone toe. Fill and re-grade bank.
P	0+00-1+64	OS	Excavate notch and swale. Install ECB and MNDOT 34-362 Seed Mix.
Q	1+64-1+74	OS	Install stone ramp.
R	1+74-3+25	OS	Excavate and define channel. Tie in with floodplain bench Area G.
RDB = RIGHT DOWNSTREAM BANK			
LDB = RIGHT DOWNSTREAM BANK			
OS = OVERFLOW SWALE			

- 0 50'
SCALE IN FEET
- LEGEND
- EXISTING GRADE
 - PROPOSED GRADE
 - EXISTING STREAM
 - EXISTING WALL OR STONE STREAM BANK
 - PROPOSED BLUE STONE STREAM BANK
 - PROPOSED STONE TOE APPLICATION
 - PROPOSED DRY STACK WALL REPAIR
 - PROPOSED TUCK POINT WALL REPAIR
 - PROPOSED BANK GRADING/PLANTING AREA
 - PROPOSED OVERFLOW SWALE
 - PROPOSED FLOODPLAIN BENCH PLANTING AREA
 - EXISTING PARK ROAD OR PATH
 - EXISTING TREE
 - EXISTING FRISBEE GOLF BASKET
 - EXISTING FRISBEE GOLF TEE
 - FLOW DIRECTION
 - TREATMENT/FEATURE, SEE TABLE



FINAL DESIGN

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DATE: MAY 2017



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

CITY PROJECT NO.: P14-09-TR

FEMA ID NO. DR-4069-MN PW #856



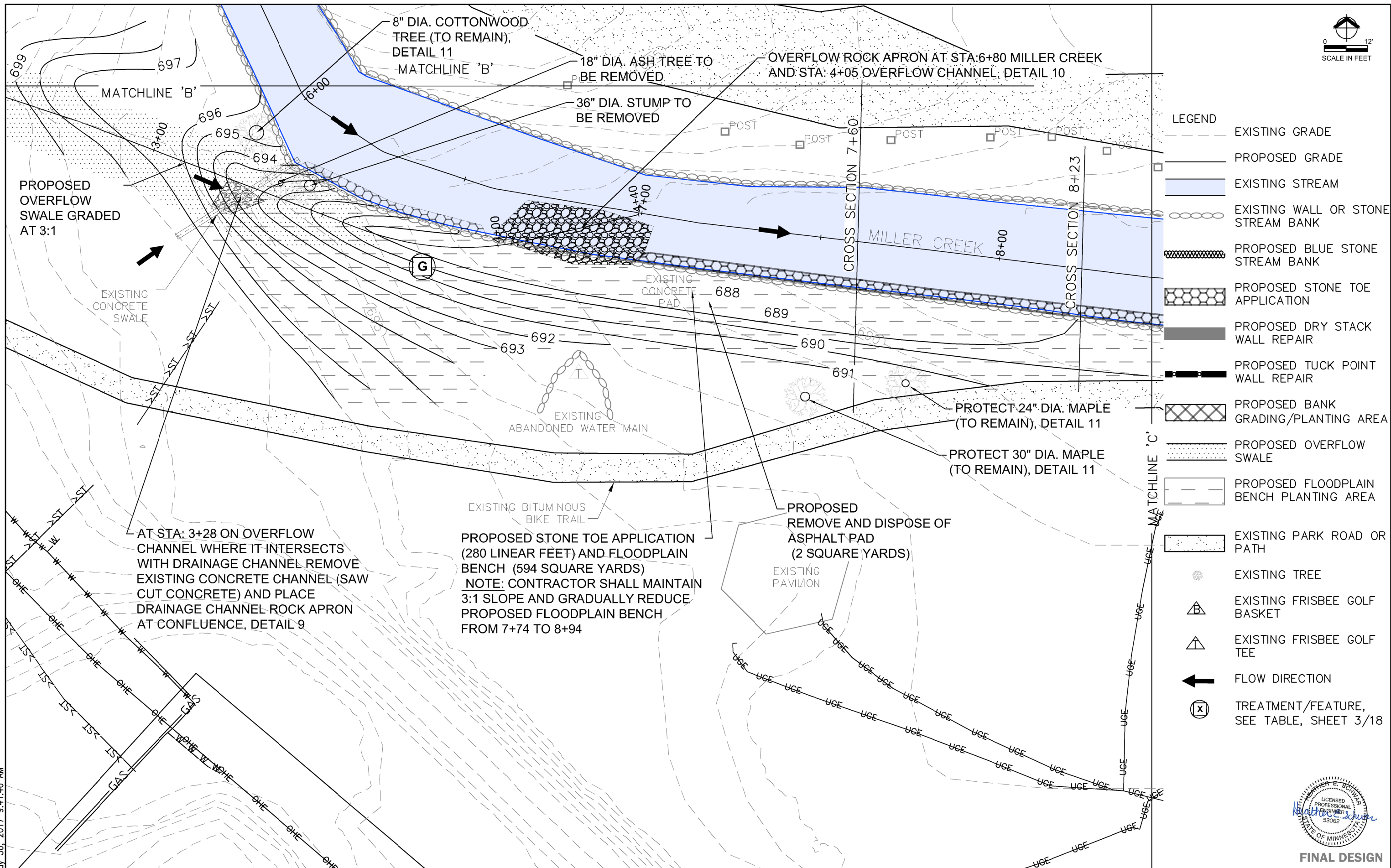
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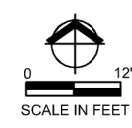
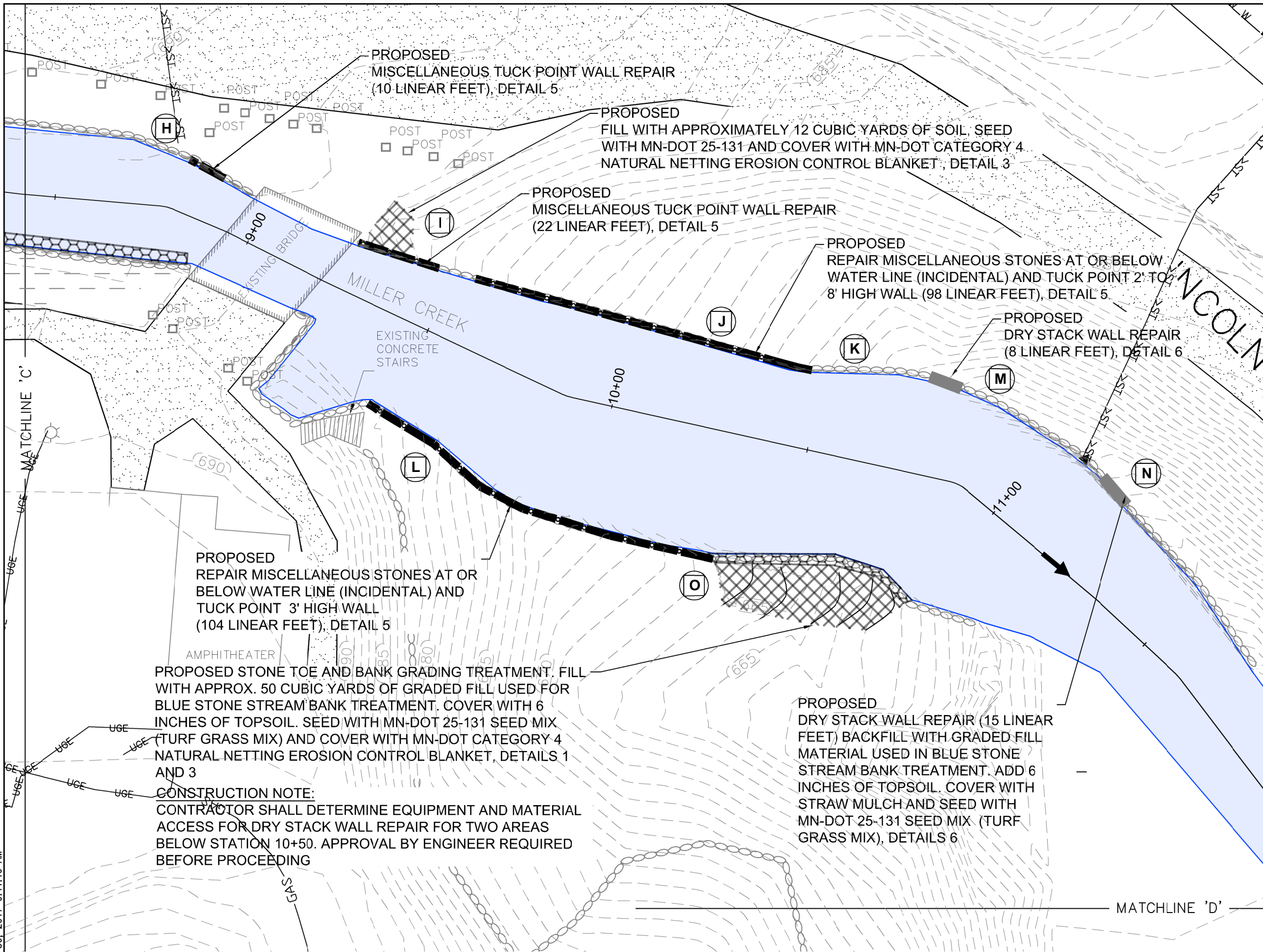
TREATMENT AREA 2

SHEET NO. 5 OF 19

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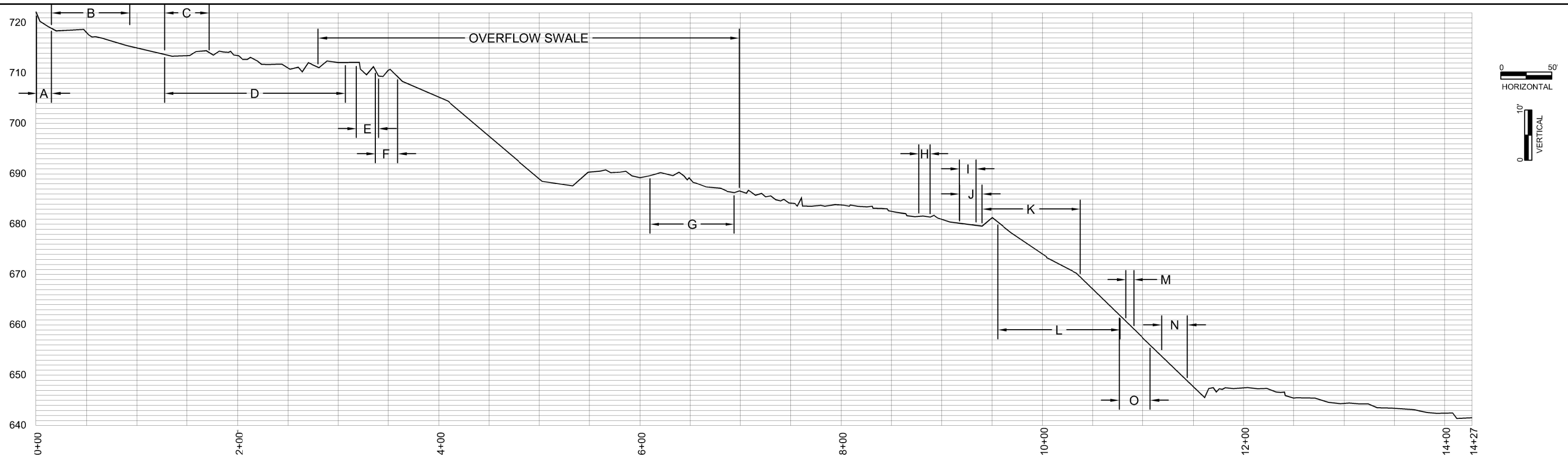
- LEGEND
- EXISTING GRADE
 - PROPOSED GRADE
 - EXISTING STREAM
 - EXISTING WALL OR STONE STREAM BANK
 - PROPOSED BLUE STONE STREAM BANK
 - PROPOSED STONE TOE APPLICATION
 - PROPOSED DRY STACK WALL REPAIR
 - PROPOSED TUCK POINT WALL REPAIR
 - PROPOSED BANK GRADING/PLANTING AREA
 - PROPOSED OVERFLOW SWALE
 - PROPOSED FLOODPLAIN BENCH PLANTING AREA
 - EXISTING PARK ROAD OR PATH
 - EXISTING TREE
 - EXISTING FRISBEE GOLF BASKET
 - EXISTING FRISBEE GOLF TEE
 - FLOW DIRECTION
 - TREATMENT/FEATURE, SEE TABLE, SHEET 3/18



FINAL DESIGN

CERTIFIED BY: HEATHER SCHWAR	REG. NO.: 53062	 7157 COMMERCE CIRCLE W FRIDLEY, MINNESOTA 55432 USA	STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA	DRAWN BY: COD
SIGNATURE: _____	DATE: MAY 2017		CITY PROJECT NO.: P14-09-TR	TREATMENT AREA 4
			FEMA ID NO. DR-4069-MN PW #856	SHEET NO. 7 OF 19

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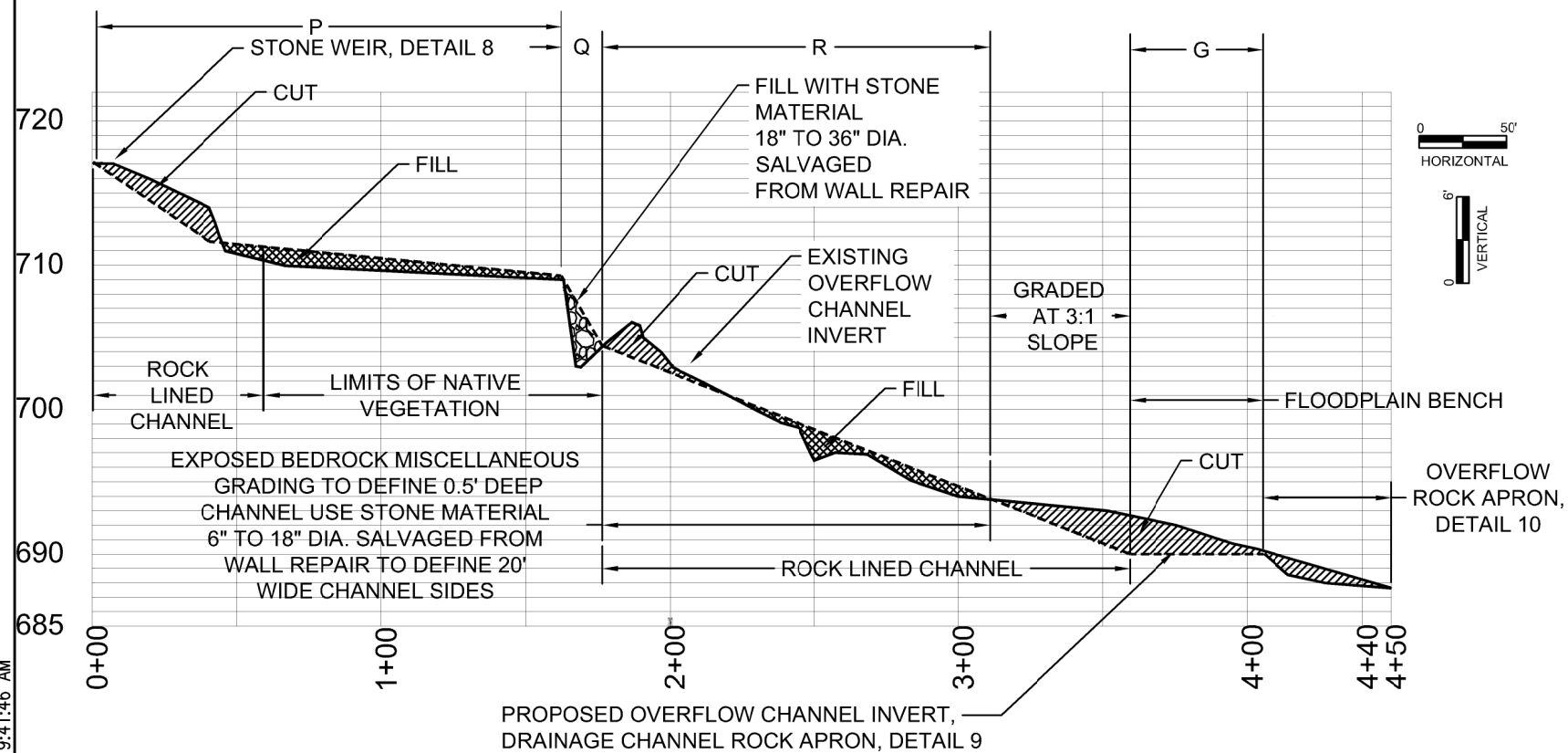


PROFILE MILLER CREEK

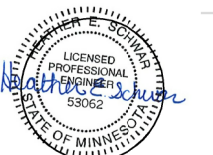
MILLER CREEK TREATMENT AND FEATURE TABLE

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B	0+21 – 0+93	LDB	Remove dry stack wall. Rebuild with bluestone bank treatment.
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K	9+41 – 10+39	LDB	Miscellaneous wall repair and tuck point.
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M	10+83 – 10+91	LDB	Dry stack wall repair.
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O	10+78 – 11+06	RDB	Install stone toe. Fill and re-grade bank.
P	0+00-1+64	OS	Excavate notch and swale. Install ECB and MNDOT 34-362 Seed Mix.
Q	1+64-1+74	OS	Install stone ramp.
R	1+74-3+25	OS	Excavate and define channel. Tie in with floodplain bench Area G.

RDB = RIGHT DOWNSTREAM BANK
LDB = RIGHT DOWNSTREAM BANK
OS = OVERFLOW SWALE



PROFILE OVERFLOW SWALE



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7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

CITY PROJECT NO.: P14-09-TR

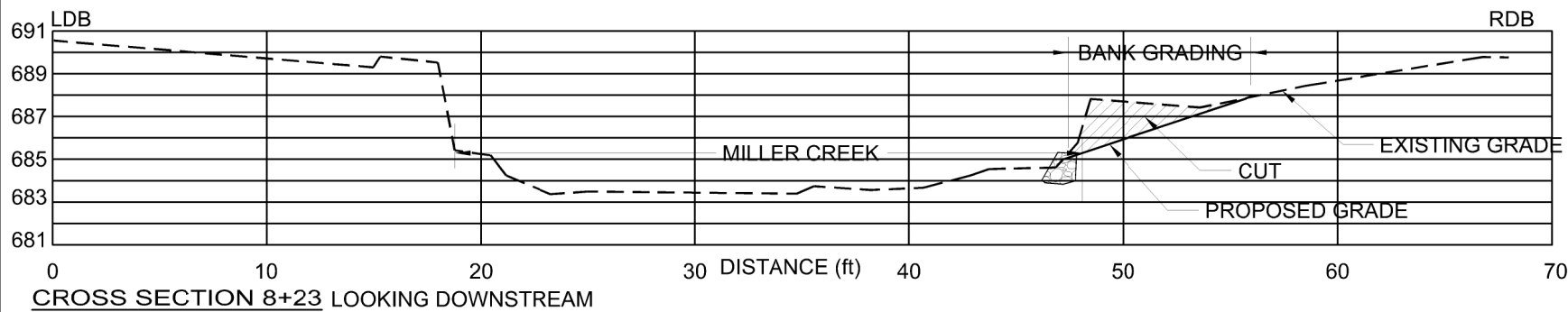
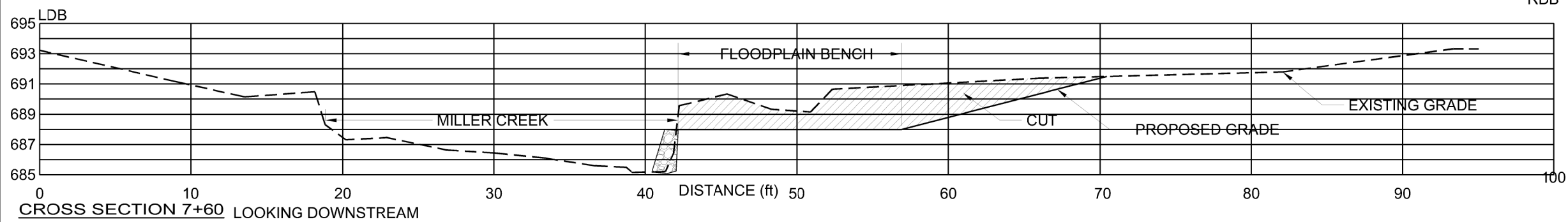
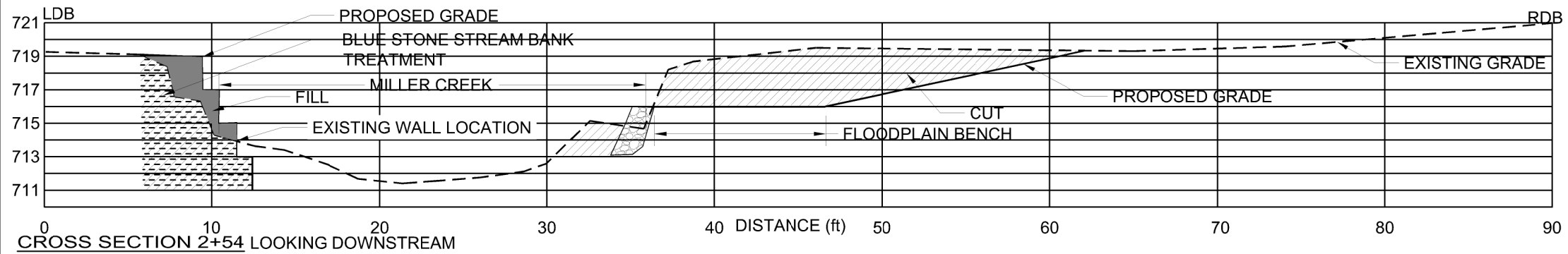
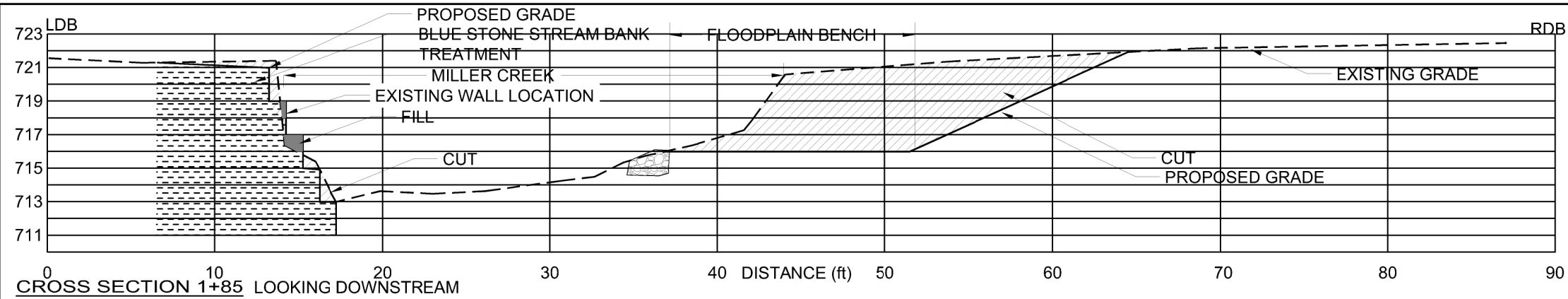
FEMA ID NO. DR-4069-MN PW #856

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STREAM PROFILE

SHEET NO. 8 OF 19

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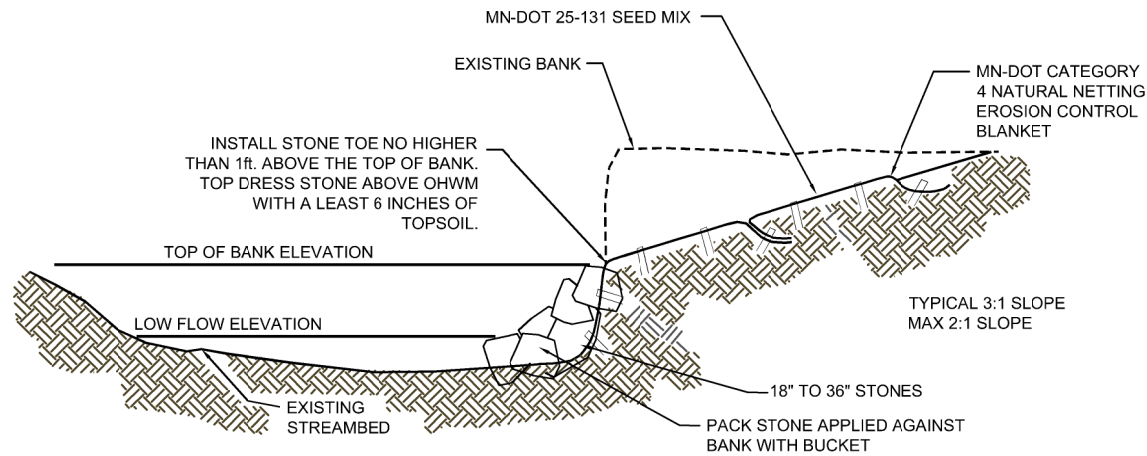


- LEGEND
- CUT
 - FILL
 - BLUE STONE STREAM BANK TREATMENT AREA
 - STONE TOE
 - LDB LEFT DOWNSTREAM BANK
 - RDB RIGHT DOWNSTREAM BANK



FINAL DESIGN

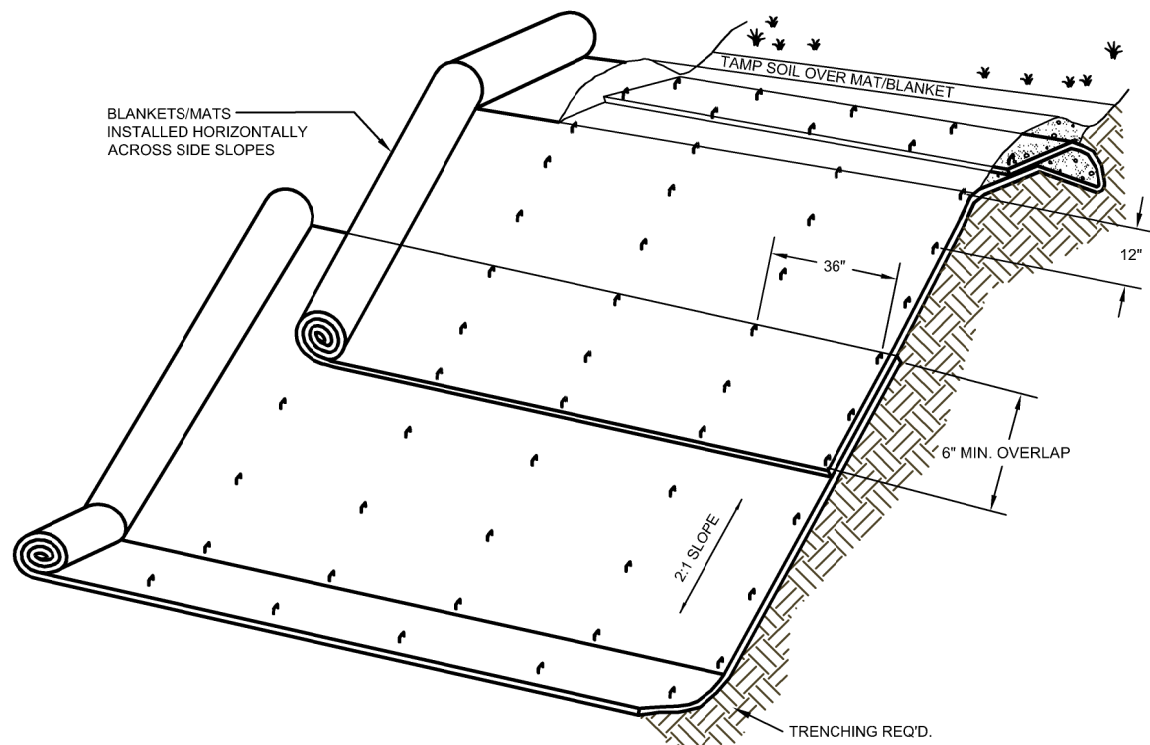
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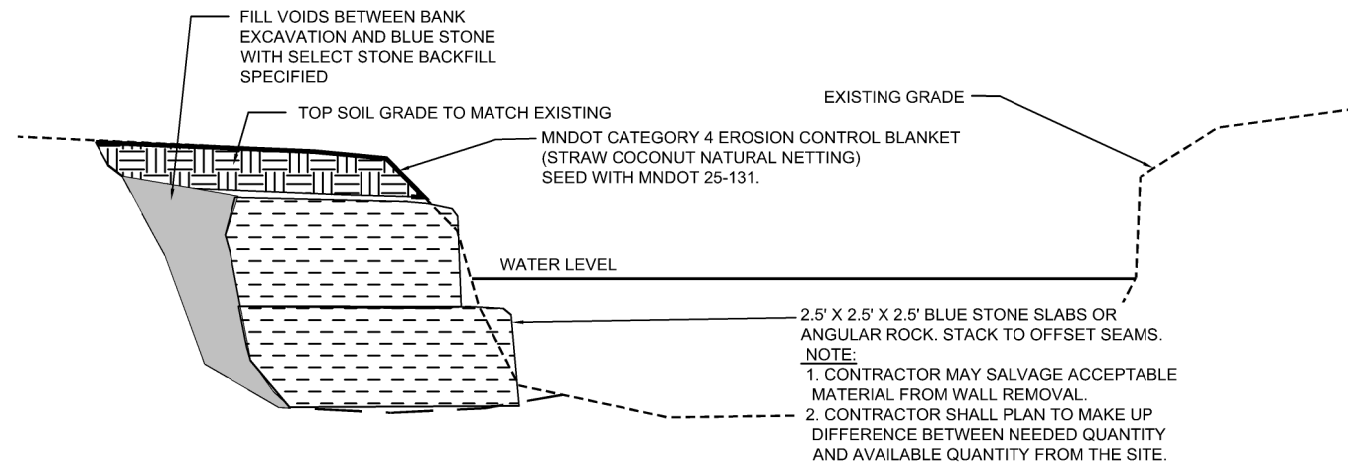
DETAIL 1 - STONE TOE AND BANK GRADING TREATMENT
NOT TO SCALE

NOTES:

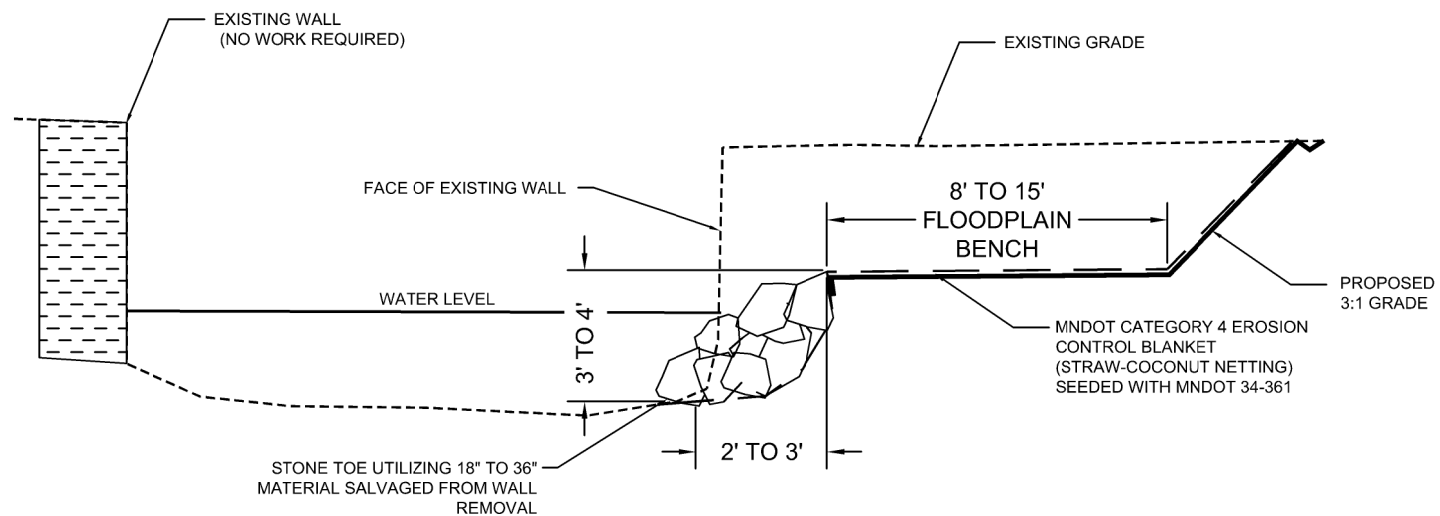
1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLOUDS, STICKS AND GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
3. USE MNDOT CATEGORY 4 NATURAL NETTING EROSION CONTROL BLANKET.
4. STAPLING DENSITY SHALL BE 2.5 FT ON-CENTER.
5. BLANKETS SHALL BE SECURED USING EITHER NORTH AMERICAN GREEN 6" ECO STAKES OR APPROVED EQUIVALENT.



DETAIL 3 - TYPICAL EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE



DETAIL 2 - BLUE STONE STREAM BANK TYPICAL DETAIL
NOT TO SCALE



DETAIL 4 - STONE TOE AND FLOODPLAIN BENCH
NOT TO SCALE



FINAL DESIGN

CERTIFIED BY: **HEATHER SCHWAR**

REG. NO.: **53062**

SIGNATURE: _____

DATE: **MAY 2017**



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

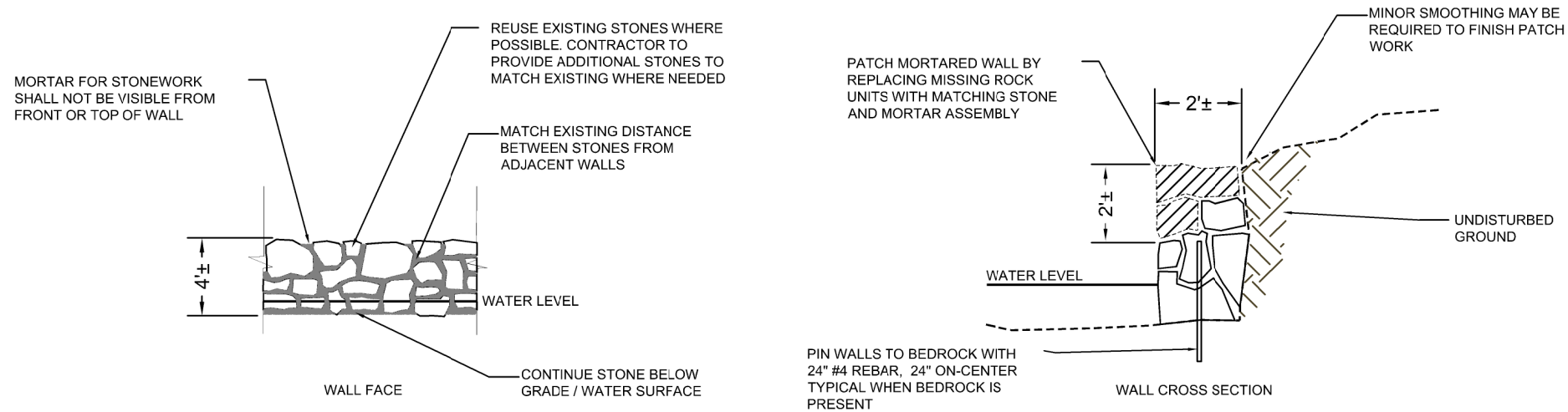
CITY PROJECT NO.: **P14-09-TR**

FEMA ID NO. DR-4069-MN PW #856

DRAWN BY: **COD**

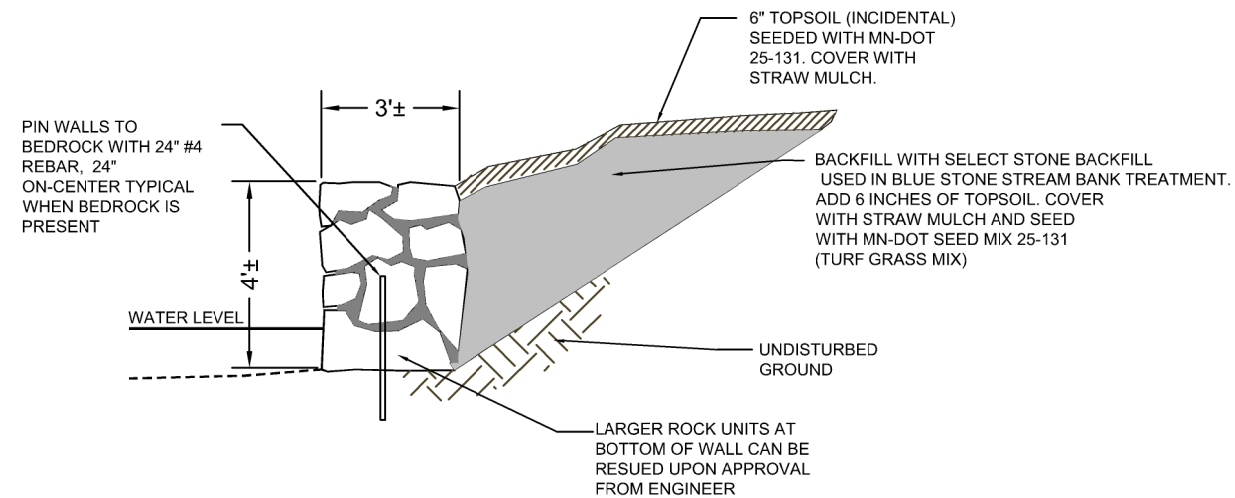
DETAILS **1** OF **3**

SHEET NO. **10** OF **19**



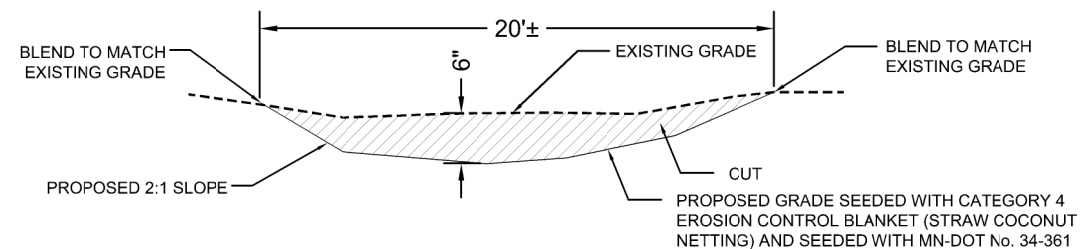
DETAIL 5 - MISCELLANEOUS WALL REPAIR AND TUCK POINT

NOT TO SCALE



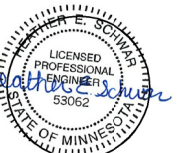
DETAIL 6 - DRY STACK WALL REPAIR

NOT TO SCALE



DETAIL 7 - OVERFLOW SWALE WITH NATIVE VEGETATION (STA: 0+60 to 1+70)

NOT TO SCALE



FINAL DESIGN

CERTIFIED BY: **HEATHER SCHWAR**

REG. NO.: **53062**

SIGNATURE:

DATE: **MAY 2017**



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

CITY PROJECT NO.: **P14-09-TR**

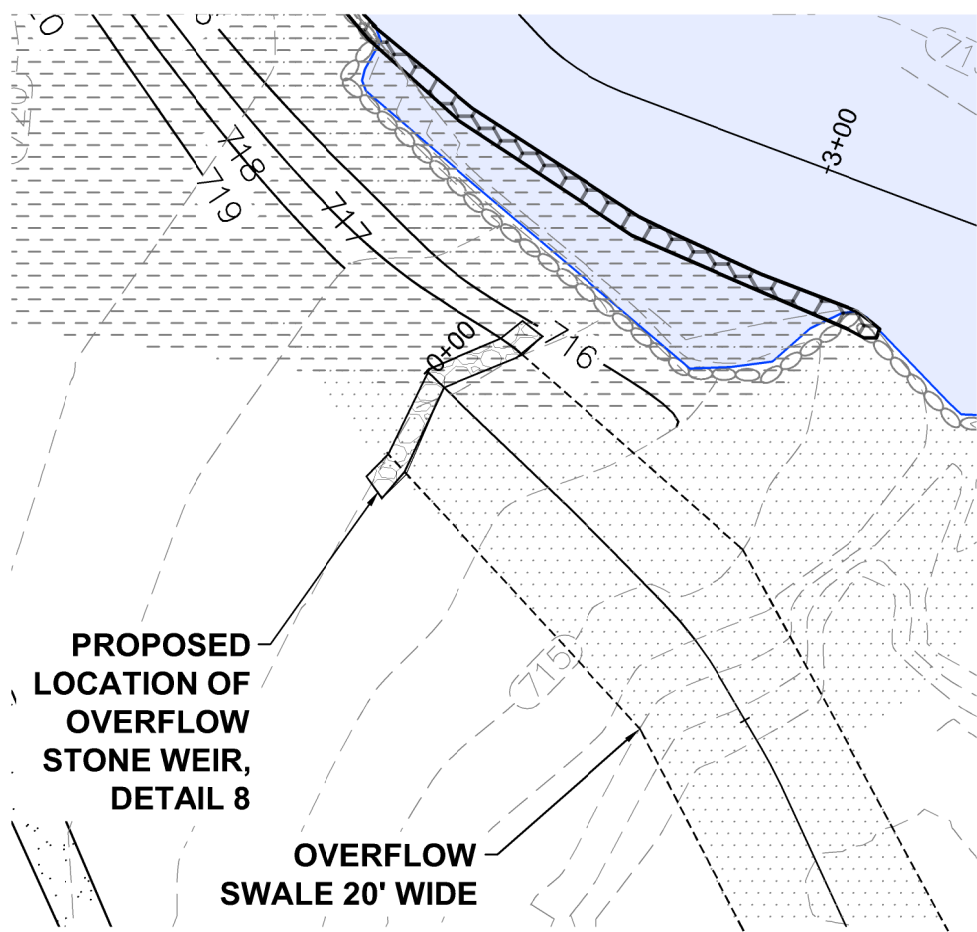
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DETAILS 2 OF 3

SHEET NO. **11** OF **19**

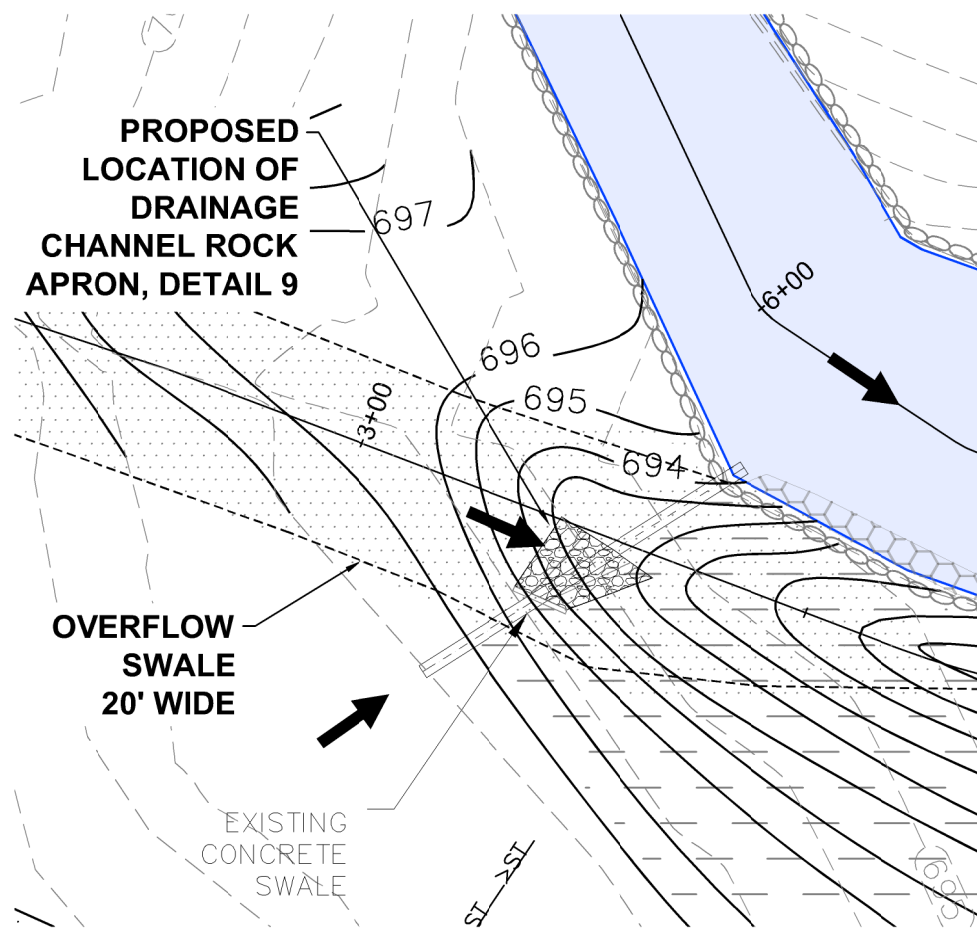
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NOTE
1. USE ROCKS 12 TO 18 INCHES IN DIAMETER SALVAGED FROM WALL REMOVAL FOR STONE WEIR. SMALLER ROCK MAY BE USED FOR CHINKING.

DETAIL 8 - STONE WEIR

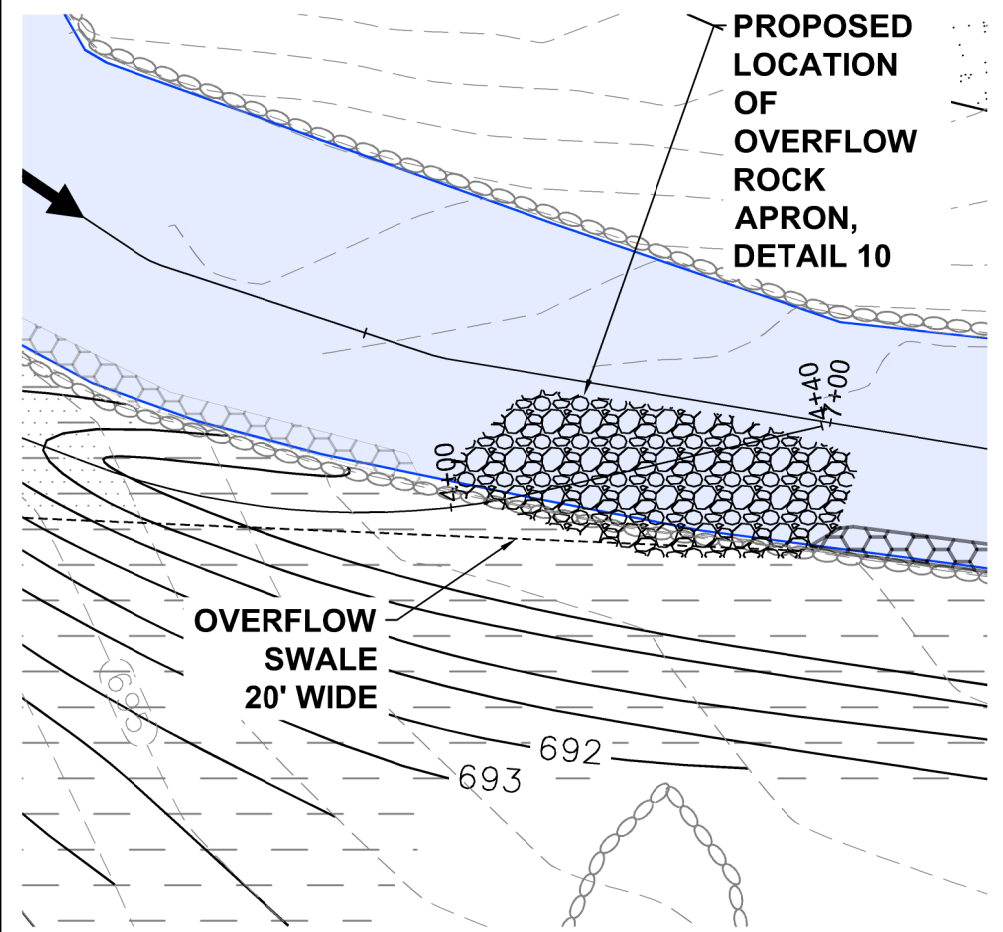
NOT TO SCALE



NOTE
1. USE ROCKS 12 TO 18 INCHES IN DIAMETER SALVAGED FROM WALL REMOVAL FOR ROCK APRON. SMALLER ROCK MAY BE USED FOR CHINKING.
2. ROCK APRON SHALL BE A MINIMUM OF 2 FEET THICK.
3. PLACE 3 TO 4 INCHES OF SALVAGED SOIL/SEDIMENT FROM EXCAVATION ON TOP OF ROCKS AND SEED WITH MN DOT 34-361.

DETAIL 9 - DRAINAGE CHANNEL AND ROCK APRON

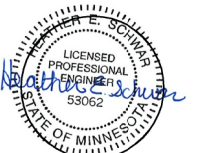
NOT TO SCALE



NOTE
1. USE ROCKS 12 TO 18 INCHES IN DIAMETER SALVAGED FROM WALL REMOVAL FOR ROCK APRON. SMALLER ROCK MAY BE USED FOR CHINKING.
2. ROCK APRON SHALL BE A MINIMUM OF 2 FEET THICK TO FILL SCOUR HOLE AND TRANSITION TO CHANNEL BOTTOM.

DETAIL 10 - OVERFLOW ROCK APRON

NOT TO SCALE



FINAL DESIGN

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DATE: **MAY 2017**



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FRIDLEY, MINNESOTA 55432 USA

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CITY OF DULUTH

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DRAWN BY: **COD**

DETAILS 3 OF 3

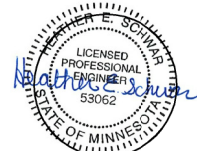
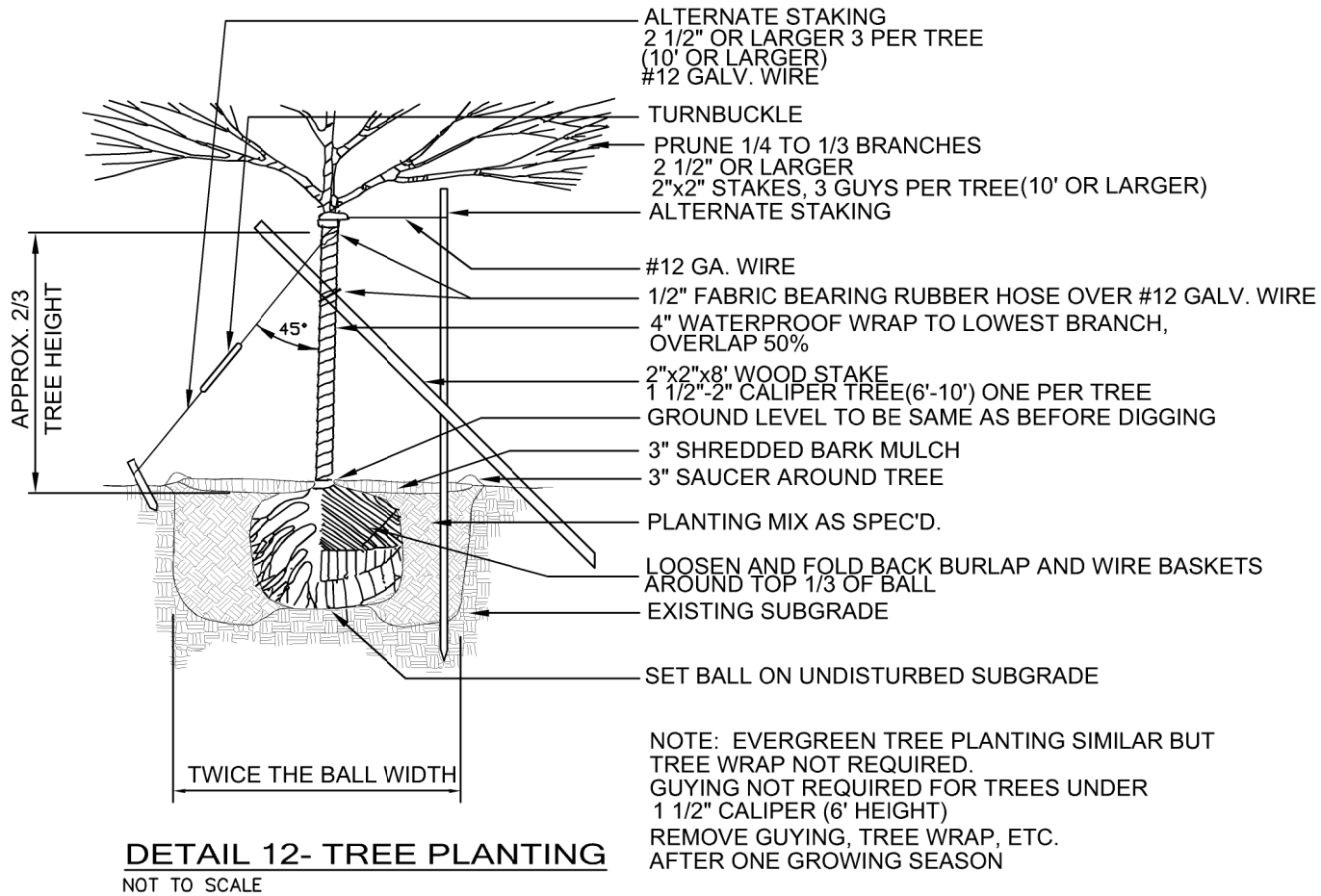
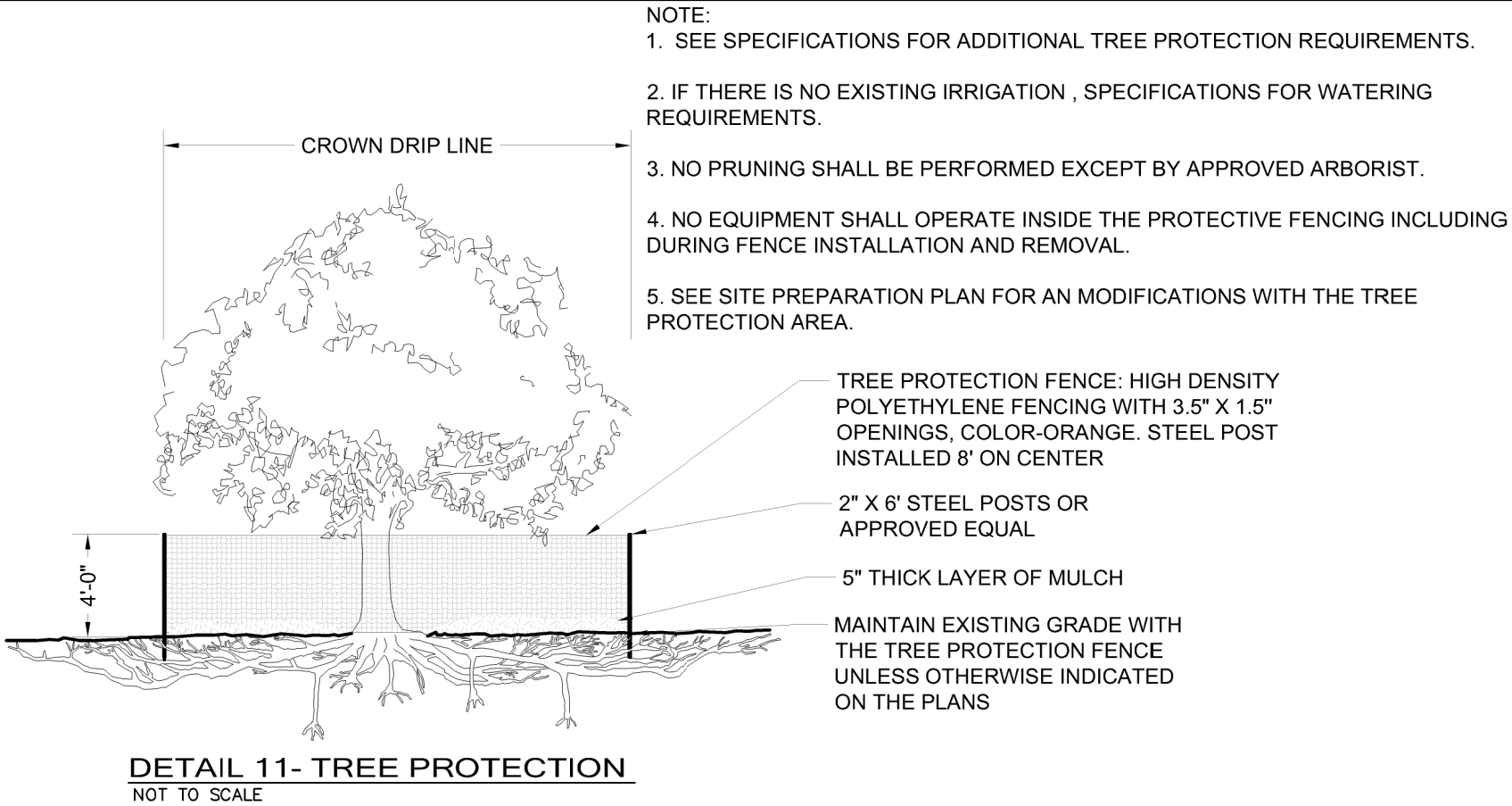
SHEET NO. **12** OF **19**

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MN-DOT Seed Mix 34-361 Riparian Northeast				
Common Name	Scientific Name	Rate (lb/a	Percent of Seeds/Sq	
American slough grass	<i>Beckmannia syzigachne</i>	1.5	4.78%	27.64
Bluejoint	<i>Calamagrostis canadensis</i>	0.06	0.19%	6
Riverbank wild rye	<i>Elymus riparius</i>	0.5	1.57%	0.53
Virginia wild rye	<i>Elymus virginicus</i>	2	6.33%	3.08
Tall manna grass	<i>Glyceria grandis</i>	0.25	0.80%	6.5
Fowl manna grass	<i>Glyceria striata</i>	0.09	0.29%	3
Rice cut grass	<i>Leersia oryzoides</i>	0.15	0.49%	1.93
Fowl grass	<i>Poa palustris</i>	0.7	2.23%	33.5
Total Grasses		5.25	16.68%	82.18
Tussock sedge	<i>Carex stricta</i>	0.04	0.13%	0.8
Pointed broom sedge	<i>Carex scoparia</i>	0.06	0.21%	2
Fox sedge	<i>Carex vulpinoidea</i>	0.2	0.65%	7.5
Path rush	<i>Juncus tenuis</i>	0.03	0.09%	10
Dark green bulrush	<i>Scirpus atrovirens</i>	0.12	0.38%	20
Woolgrass	<i>Scirpus cyperinus</i>	0.05	0.15%	30
Total Sedges and Rushes	<i>Rushes</i>	0.5	1.61%	70.3
Marsh milkweed	<i>Asclepias incarnata</i>	0.12	0.38%	0.21
Flat-topped aster	<i>Doellingeria umbellata</i>	0.04	0.13%	1
Common boneset	<i>Eupatorium perfoliatum</i>	0.05	0.16%	3
Grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.07	0.22%	9
Spotted joe pye weed	<i>Eutrochium maculatum</i>	0.11	0.34%	3.7
Giant sunflower	<i>Helianthus giganteus</i>	0.07	0.22%	0.25
Spotted touch-me-not	<i>Impatiens capensis</i>	0.03	0.11%	0.05
Blue monkey flower	<i>Mimulus ringens</i>	0.02	0.05%	13
Giant goldenrod	<i>Solidago gigantea</i>	0.02	0.05%	1.5
Blue vervain	<i>Verbena hastata</i>	0.22	0.68%	7.35
Total Forbs		0.75	2.34%	39.06
Oats or winter wheat		25	79.37%	11.14
Total Cover Crop		25	79.37%	11.14
Totals		31.5	100.00%	202.67

MN-DOT Seed Mix 25-131				
Common Name	Rate (lb/acre)	Rate (lb/acre)	Percent of Mix	Seeds/Sq ft
Bluegrass, Kentucky "Low Maintenance"	<i>Poa pratensis Low Maintenance</i>	36	16.36%	1148.70
Fescue, sheep	<i>Festuca ovina</i>	25	11.36%	304.22
Fescue, red	<i>Festuca rubra</i>	64	29.09%	667.00
Fescue, Chewing's	<i>Festuca rubra ssp. Cummutata</i>	44	20.00%	458.60
Fescue, hard	<i>Festuca trachyphylla</i>	30	13.64%	389.10
Rye-grass, perennial	<i>Lolium perenne</i>	21	9.55%	104.60
Totals		220	100.00%	3072.22

TREE SPECIES		
Common Name	Scientific Name	Quantity
Ameriacn Elm	<i>Ulmus americana</i>	5
Basswood	<i>Tilia americana</i>	5
Totals		10
NOTE:		
1. Ball and burlap, 2-inch diameter at breast height minimum.		
2. Trees planted within floodplain at direction of engineer.		



FINAL DESIGN

CERTIFIED BY: HEATHER SCHWAR REG. NO.: 53062

SIGNATURE: DATE: MAY 2017



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

CITY PROJECT NO.: P14-09-TR

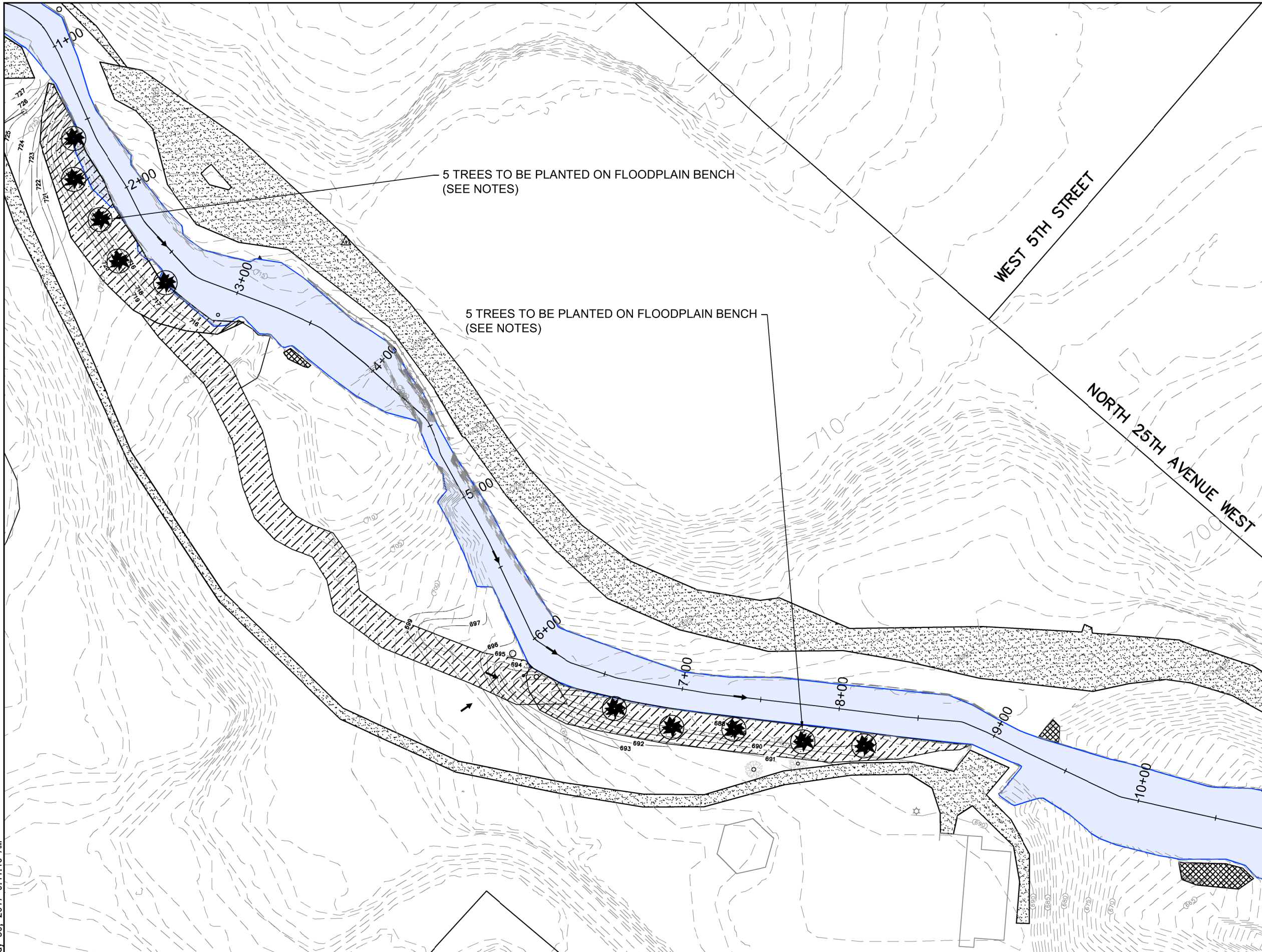
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PLANTING LISTS AND DETAILS

SHEET NO. 13 OF 19

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LEGEND



PROPOSED MN-DOT.
34-361 SEED MIX
PLANTING AREA

PROPOSED MN-DOT
25-131 SEED MIX
PLANTING AREA
(WHERE SPECIFIED)



PROPOSED TREE

NOTE:

1. TREES SHALL BE PLANTED
WITHIN FLOODPLAIN AT DIRECTION
OF ENGINEER.

2. REFER TO SHEET 13 FOR PLANT
LISTS AND DETAILS 11/12.

3. ALL DISTURBED AREAS OUTSIDE
OF NATIVE SEEDING AREAS SHALL
BE SEEDED WITH MN-25-131 AT A
RATE OF 220 LBS/ACRE, COVERED
WITH CERTIFIED WEED-FREE STRAW
MULCH AT A RATE OF 2
TONE/ACRE AND WILL BE
CONSIDERED INCIDENTAL TO THE
PROJECT.



FINAL DESIGN

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7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

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CITY PROJECT NO.: P14-09-TR

FEMA ID NO. DR-4069-MN PW #856

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PLANTING PLAN

SHEET NO. 14 OF 19

SIGNATURE:

DATE: MAY 2017

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STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
NOTES:

PROJECT DESCRIPTION:

THE PROJECT WILL INVOLVE STABILIZING ERODING BANKS AND FAILING STONE WALLS ALONG APPROXIMATELY 875 LINEAR FEET OF MILLER CREEK AT LINCOLN PARK ZOO IN DULUTH, MINNESOTA, USING A COMBINATION OF TECHNIQUES THAT NATURALIZE THE EXISTING BANKS AND REPAIR OR RE-BUILD EXISTING WALLS ALONG THE STREAM. TASKS TO BE COMPLETED INCLUDE REMOVING A PORTION OF THE EXISTING WALLS, CREATING A FLOODPLAIN BENCH, CREATING AN OVERFLOW SWALE FOR LARGE STORM EVENTS, AND REPAIRING OR RE-BUILDING EXISTING WALLS IN SELECT LOCATIONS. DISTURBED AREAS WILL BE SEEDED WITH NATIVE VEGETATION AND COVERED IN EROSION CONTROL BLANKET.

RECEIVING WATERS:

THE PROJECT (MILLER CREEK) DISCHARGES INTO LAKE SUPERIOR SOUTHWEST OF DULUTH, MINNESOTA.

SPECIAL OR IMPAIRED WATERS:

THE PROJECT DISCHARGES INTO LAKE SUPERIOR, WHICH IS LISTED AS AN IMPAIRED WATER BY THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA). LAKE SUPERIOR IS LISTED AS IMPAIRED FOR AQUATIC CONSUMPTION (PCB AND MERCURY IN FISH TISSUE) UNDER SECTION 303(D) OF THE CLEAN WATER ACT.

RESPONSIBLE PARTY (IES):

THE CONTRACTOR (SITE OPERATOR) IS RESPONSIBLE FOR IMPLEMENTATION OF THIS SWPPP AND ALL REQUIREMENTS OF PROJECT PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATIONS, INSPECTIONS, MAINTENANCE AND REPAIRS OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS BEFORE, DURING AND AFTER ACTIVE CONSTRUCTION. THE CONTRACTOR IS LIABLE UNTIL FINAL STABILIZATION OF ALL DISTURBED AREAS HAVE BEEN ACHIEVED, ALL SYNTHETIC BMPS HAVE BEEN REMOVED, AND APPROPRIATE NOTICE OF TERMINATION FORMS HAVE BEEN SUBMITTED.

PROJECT OWNER PROJECT CONTRACTOR

CITY OF DULUTH: MICHAEL LEBEAU, CONSTRUCTION PROJECT SUPERVISOR, 1532 WEST MICHIGAN STREET, DULUTH, MINNESOTA 55806, ATTN: MICHAEL LEBEAU: mlebeau@DuluthMN.gov

INSPECTION AND RECORD KEEPING:

THE CONTRACTOR MUST ASSIGN A TRAINED INDIVIDUAL(S) (PURSUANT TO PART III.A.1-2) TO OVERSEE THE IMPLEMENTATION, AMENDMENT, INSPECTION, AND MAINTENANCE OF THE SWPPP AND BMPS. THIS INDIVIDUAL(S) MUST BE AVAILABLE FOR SITE INSPECTIONS WITHIN 72 HOURS UPON REQUEST BY THE PERMITTED OWNER OR MPCA. AMENDMENTS TO THE SWPPP WILL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER IN WRITING, FOR APPROVAL. AMENDMENTS MUST PROVIDE A NARRATIVE OF THE CHANGE OR MODIFICATION AND THE DATE IN WHICH THE CHANGE OR MODIFICATION WAS APPROVED.

IMPERVIOUS SURFACE AND DISTURBED AREA:

IMPERVIOUS SURFACE NET INCREASE = 0, NO ADDITIONAL IMPERVIOUS SURFACE WILL RESULT FROM THIS PROJECT.

TOTAL DISTURBED AREA = 3.58 ACRES.

MISCELLANEOUS EROSION CONTROL NOTES:

CONSTRUCTION SHALL BE GOVERNED BY THE PROJECT SPECIFICATIONS, DETAIL PLATES, AND FUTURE PLAN AMENDMENTS. THE CONTRACTOR SHALL KEEP THE INSPECTION AND MAINTENANCE LOG ON-SITE AT ALL TIMES DURING ACTIVE CONSTRUCTION. PERMITS AND MAPS RELATING TO THE PROJECT SWPPP, A MAINTENANCE LOG BOOK, AS WELL AS THIS PROJECT SWPPP, SHALL BE KEPT IN A LOCATION ON SITE AVAILABLE TO ALL CONTRACTOR PERSONNEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL PERSONS WORKING ON SITE KNOW ABOUT, AND UNDERSTAND, THE SWPPP AND RELATED PROJECT PLANS AND PERMITS.

BMP NOTES:


- 1.THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO INSTALL EROSION AND SEDIMENT CONTROL FEATURES PRIOR TO THE START OF CONSTRUCTION IN A MANNER THAT SATISFIES THE CONDITIONS OUTLINED IN ALL PROJECT PERMITS. THIS INCLUDES ESTABLISHING PERIMETER EROSION CONTROLS, STOCKPILE LOCATION PROTECTION, AND STABILIZING CONSTRUCTION ENTRANCE AND EXITS.
- 2.BMPS MUST BE ADEQUATELY INSTALLED AND MAINTAINED TO PREVENT EROSION AND SEDIMENT FROM A MINIMUM OF 0.5-INCH RAINFALL. BMP MUST BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5-INCHES.
- 3.IN-WATER CONSTRUCTION ACTIVITIES REQUIRE THAT EROSION CONTROL BMPS, INCLUDING BUT NOT LIMITED TO USE OF TURBIDITY CURTAINS, BE INSTALLED AND MAINTAINED ACCORDING TO THEIR TECHNICAL STANDARDS TO MINIMIZE DEPOSITION OF MATERIALS INTO WATERS OF THE STATE AND THEIR ASSOCIATED TRANSPORT DOWNSTREAM.
- 4.EROSION CONTROL BLANKET MUST BE INSTALLED PER PROJECT SPECIFICATIONS, MN/DOT AND/OR MANUFACTURER'S SPECIFICATIONS WITH THE CORRECT MINIMUM OVERLAP, STAPLE DENSITY, AND ANCHOR TRENCH SEQUENCE AND DISTANCES. BLANKETS SHALL BE ROLLED OUT IN THE DIRECTION OF THE ADJACENT STREAM FLOW. THE TOP OF THE BLANKET SHALL BE BURIED IN A 6-INCH DEEP TRENCH AND SECURED WITH 18-INCH WOODEN STAKES. BLANKET SHALL BE USED ON ALL OTHER SLOPES THAT ARE 3-HORIZONTAL TO 1-VERTICAL, OR STEEPER AND WHERE INDICATED ON THE DRAWINGS.
- 5.STRAW BALES AND/OR SILT FENCE MUST BE INSTALLED PRIOR TO LAND DISTURBING ACTIVITIES ON THE DOWNSLOPE SIDE(S) OF SITE WITH ENDS EXTENDED UP SIDE SLOPES AT A SHORT DISTANCE. PLACE PARALLEL TO THE CONTOUR OF THE LAND TO ALLOW WATER TO POND BEHIND THE FENCE. ENTRENCH 6 INCHES DEEP AND STAKE EVERY 3 FEET LEAVING NO GAPS. OVERLAP AS NEEDED. MAINTAIN BY REMOVING SEDIMENT WHEN DEPOSITS REACH HALF THE HEIGHT OF THE STRAW BALE/SILT FENCE.
- 6.DAILY STREET SWEEPING MAY BE REQUIRED WHEN SEDIMENT IS OBSERVED ON PUBLIC ROADWAYS OR IN AREAS WHERE SEDIMENT MAY LEAVE THE SITE DURING A RAIN EVENT. OVER THE COURSE OF THE PROJECT STREET SWEEPING MAY BE DEMANDED AT THE DISCRETION OF THE SITE INSPECTOR OR PROJECT ENGINEER.
- 7.TEMPORARY SEED AND STRAW MULCH USED SHALL ADHERE TO STANDARDS PROVIDED IN THE PROJECT PLANS.
- 8.DURING CONSTRUCTION, THE CONTRACTOR WILL PROMPTLY (WITHIN 24 HOURS) REPAIR, REBUILD, REPLACE, CLEAN OUT, OR OTHERWISE MODIFY BMPS THAT REQUIRE ATTENTION OR THAT DO NOT PERFORM AS REQUIRED. THE CONTRACTOR WILL NOTE IN THE MAINTENANCE LOG WORK COMPLETED.

TIMING OF BMP INSTALLATION:

NO CONSTRUCTION OPERATIONS, INCLUDING REMOVALS, THAT REQUIRE EROSION AND SEDIMENT CONTROL CAN COMMENCE UNTIL THE EROSION CONTROL SUPERVISOR CERTIFIES THE PROPER INSTALLATION OF BMPS. THE EROSION PREVENTION AND SEDIMENT CONTROL BMPS SHALL BE INSTALLED AS NECESSARY TO MINIMIZE EROSION FROM DISTURBED SURFACES AND TO CAPTURE SEDIMENT ONSITE. PERIMETER CONTROLS (I.E. STABILIZED CONSTRUCTION ENTRANCES, ETC.) SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. EROSION CONTROL BLANKET MUST BE INSTALLED THE SAME DAY AREAS ARE BROUGHT TO FINAL GRADE. CONTRACTOR MAY BE REQUIRED TO IMPLEMENT MULTIPLE APPLICATIONS OF SOME BMPS THROUGH THE DURATION OF THE PROJECT AS NEEDS AND REQUIREMENTS CHANGE.



FINAL DESIGN

CERTIFIED BY: HEATHER SCHWAR	REG. NO.: 53062		7157 COMMERCE CIRCLE W FRIDLEY, MINNESOTA 55432 USA	STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA	DRAWN BY: COD
SIGNATURE: _____	DATE: MAY 2017			CITY OF DULUTH	SWPPP 1 OF 3
				CITY PROJECT NO.: P14-09-TR	FEDERAL ID NO. DR-4069-MN PW #856
					SHEET NO. 15 OF 19

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CONSTRUCTION SEQUENCE:

NO MORE THAN 400–LINEAR FEET OF STREAM OR LAND PROJECT REACH THAT HAS NOT RECEIVED EITHER TEMPORARY OR PERMANENT STABILIZATION PRACTICES MAY BE DISTURBED AT THE END OF EACH WORK DAY OR PRIOR TO A RAIN EVENT OF GREATER THAN 0.5–INCHES. THE SEQUENCE OUTLINED BELOW MUST BE PERFORMED IN ITS ENTIRETY BEFORE WORK ON A NEW REACH IS PERMITTED TO BEGIN:

- 1.SITE PREPARATION – INSTALL EROSION AND SEDIMENT CONTROL FEATURES AND STABILIZE CONSTRUCTION ENTRANCES/EXITS PRIOR TO ANY LAND DISTURBING ACTIVITIES.
- 2.CLEARING AND GRUBBING – PROTECT TREES PER PROJECT PLANS.
- 3.IN–STREAM WORK – USE THE APPROPRIATE BEST MANAGEMENT PRACTICES BASED ON INDIVIDUAL REACH CONDITIONS TO MINIMIZE SEDIMENTATION RESULTING FROM IN–STREAM WORK.
- 4.FLOODPLAIN AND OVERFLOW SWALE EXCAVATION/CONSTRUCTION – EXCAVATE FLOODPLAIN TO GRADES AND DIMENSIONS INDICATED ON PROJECT PLANS.
- 5.FINAL GRADING – GRADE TO DIMENSIONS INDICATED ON PROJECT PLANS PRIOR TO SEEDING AND PLANTING.
- 6.SEEDING (TEMPORARY OR PERMANENT RESTORATION) – PREPARE SOIL, SEED, PLANT, AND INSTALL MULCH OR OTHER EROSION CONTROL FABRIC.

POLLUTION PREVENTION MANAGEMENT MEASURES:

- 1.SOLID WASTE AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- 2.NO RE–FUELING, WASHING, OR DEGREASING OF TRUCK AND CONSTRUCTION EQUIPMENT IS PERMITTED ANYWHERE ONSITE EXCEPT IN THE VICINITY OF FIELD APPROVED STAGING AREA(S).
- 3.CONSTRUCTION EQUIPMENT MUST BE THOROUGHLY CLEANED PRIOR TO ACCESSING THE SITE TO LIMIT THE SPREAD OF INVASIVE SPECIES.
- 4.A PORTABLE TOILET MUST BE AVAILABLE ON SITE AND IS TO BE STORED IN THE VICINITY OF THE STAGING AREA(S).
- 5.NO BURNING OF TREES, BRUSH, OR OTHER VEGETATIVE MATERIAL IS ALLOWED WITHIN THE PROJECT AREA.

GENERAL NOTES:

STANDARDS:

- 1.ALL WORKMANSHIP AND MATERIALS USED IN THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE LATEST EDITION OF THE MNDOT “STANDARD SPECIFICATIONS,” AND THE LATEST MNDOT STANDARDS, DETAILS AND SPECIFICATIONS UNLESS OTHERWISE INDICATED.
- 2.IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO USE WHATEVER MEANS NECESSARY TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT OFFSITE DURING CONSTRUCTION.
- 3.THE PROJECT SITE SHALL BE MAINTAINED IN A SAFE AND NEAT CONDITION AT ALL TIMES. ALL UNUSED MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY. TEMPORARY ACCESS ROADS, PARKING AREAS, AND STORAGE AREAS SHALL BE RESTORED TO A CONDITION SATISFACTORY BY THE OWNER/ENGINEER AND IN ACCORDANCE WITH THE SEEDING AND PLANTING (RESTORATION) SECTION OF THIS SWPPP.
- 4.THE EXISTING FEATURES SHOWN ON THE PLANS REPRESENT THE FIELD CONDITIONS THAT EXISTED AT THE SITE AT THE TIME OF SURVEY. HOWEVER, THESE FIELD CONDITIONS MAY OR MAY NOT REFLECT WHAT MAY HAVE OCCURRED SINCE THE DATE OF SURVEY.
- 5.SHOULD CONFLICTS EXIST BETWEEN THESE DRAWINGS AND THE PROJECT SPECIFICATIONS, THE MORE STRINGENT SHALL APPLY UNLESS WRITTEN CLARIFICATION IS ISSUED BY THE ENGINEER.

REGULATORY AGENCY (IES):

- 1.ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- 2.WORK SHALL NOT COMMENCE UNTIL ALL PERMITS REQUIRED FOR THE SUBJECT PORTION OF THE PROJECT ARE OBTAINED. IT IS THE CONTRACTOR’S RESPONSIBILITY TO HAVE ALL REQUIRED PERMITS AND/OR EVIDENCE OF COMPLIANCE WITH APPLICABLE REGULATIONS ON SITE AT ALL TIMES DURING THE EXECUTION OF WORK. EROSION SILTATION CONTROL MUST BE INSTALLED AND MAINTAINED PRIOR TO COMMENCING CONSTRUCTION.

SITE PREPARATION:

- 1.CONSTRUCTION ENTRANCES AND EXITS MAY REQUIRE INSTALLATION OF ROCK CONSTRUCTION TRACKING PADS USING LARGE CRUSHED ROCK (1 1/2–INCHES TO 2 1/2 –INCHES) TO PREVENT TRACKING OF SOILS OFF OF THE PROJECT SITE. PLACE ROCK AT LEAST 6–INCHES DEEP, 14–FEET WIDE FOR ONE–WAY ENTRANCES, 24–FEET WIDE FOR TWO–WAY ENTRANCES, AND 50–FEET LONG.
- 2.MAINTAIN ROCK TRACKING PAD THROUGH PROJECT COMPLETION BY SCRAPING OR TOP DRESSING WITH ADDITIONAL AGGREGATE MATERIAL. ALL VEHICLES ENTERING AND EXITING THE SITE SHALL USE THE TRACKING PAD ENTRANCE/EXIT. RESHAPE THE STONE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
- 3.TIRE WASHING STATIONS MAY BE REQUIRED AS DIRECTED BY THE OWNER/ENGINEER IF SEDIMENT MAY NOT ADEQUATELY BE REMOVED FROM VEHICLE TIRES BY USE OF STONE TRACKING PADS. TIRES SHALL BE WASHED WITH PRESSURIZED WATER BEFORE LEAVING THE SITE. TIRE WASHING STATIONS SHALL BE LOCATED IN A STABILIZED CONSTRUCTION ENTRANCE/EXIT AREA. ALL WATER MUST DRAIN INTO SUITABLE SEDIMENT TRAPPING OR SETTLING DEVICE.
- 4.THE CONTRACTOR SHALL TAKE MEASURES NECESSARY TO CONTROL SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS, SHALL PREVENT THE FLOW OF SEDIMENT FROM THE CONSTRUCTION, AND SHALL CONTAIN CONSTRUCTION MATERIALS (INCLUDING EXCAVATION BACKFILL) WITHIN PROTECTED WORKING AREAS SO AS TO PREVENT DAMAGE TO THE ADJACENT WETLANDS OR WATER COURSES.

CLEARING AND GRUBBING:

- 1.PRESERVE EXISTING TREES, SHRUBS, AND OTHER VEGETATION TO THE EXTENT POSSIBLE. THE CONTRACTOR IS REQUIRED TO INSTALL TEMPORARY FENCING AROUND TREES TO BE PROTECTED AS DESIGNATED ON PROJECT PLANS. ALL TEMPORARY FENCING TO BE REMOVED UPON PROJECT COMPLETION.
- 2.THE CONTRACTOR SHALL ONLY REMOVE TREES DESIGNATED BY THE PROPERTY OWNER AND OWNER/ENGINEER. TREE REMOVAL SHALL BE CONDUCTED IN ACCORDANCE WITH TREE CLEARING RESTRICTIONS PROVIDED IN THE SPECIAL CONDITIONS OF THE PROJECT PLANS.
- 3.DO NOT BEGIN CLEARING OR GRUBBING OF A NEW PROJECT REACH UNTIL SEEDING AND PLANTING (RESTORATION), AND ASSOCIATED MULCH OR EROSION CONTROL FABRIC INSTALL HAS BEEN COMPLETED IN THE PREVIOUSLY DISTURBED REACH.

IN–STREAM WORK:

- 1.THE CONTRACTOR SHALL PROVIDE A PLAN, DRAWINGS AND SPECIFICATIONS FOR PROPOSED METHODS TO LIMIT SEDIMENTATION PRIOR TO STARTING THE PROJECT.
- 2.THE CONTRACTOR SHALL NOT PUMP SILT–LADEN WATER FROM TRENCHES OR OTHER EXCAVATIONS INTO WETLANDS, OR ADJACENT WATERCOURSES. HAY BALE STRUCTURES OR SEDIMENT TRAPS ARE SUITABLE METHODS FOR TRAPPING SEDIMENT. DAMAGE TO VEGETATION BY EXCESSIVE WATERING OR SILT ACCUMULATION SHALL BE AVOIDED.
- 3.DISCHARGE POINTS MUST BE PROTECTED IN A MANNER THAT PROTECTS AGAINST EROSION AND SCOUR.
- 4.CONSTRUCTION SHALL BE CARRIED OUT IN A MANNER THAT LIMITS SEDIMENTATION. THE CONTRACTOR SHALL USE FLOW DIVERSION METHODS INCLUDING, BUT NOT LIMITED TO PUMP AROUND DIVERSIONS AND TEMPORARY DAMS TO PROVIDE ADEQUATE CONDITIONS DURING CONSTRUCTION OPERATIONS IN STREAMS.



FINAL DESIGN

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FLOODPLAIN AND OVERFLOW SWALE EXCAVATION/CONSTRUCTION:

STOCKPILES

- 1.STOCKPILES SHALL NOT BE PLACED ADJACENT TO WETLANDS OR WATERCOURSES IN A MANNER THAT WILL CAUSE IT TO BE WASHED AWAY BY HIGH WATER OR RUNOFF.
- 2.STOCKPILES THAT REMAIN IN PLACE FOR MORE THAN 7 DAYS SHALL HAVE PERIMETER SILT FENCE ON THE DOWNSLOPE SIDE TO PREVENT SEDIMENTATION. STOCKPILES THAT REMAIN IN PLACE FOR MORE THAN 14 DAYS SHALL BE, AT A MINIMUM, SEEDED WITH A TEMPORARY COVER CROP OR COVERED WITH AN ANCHORED TARP.
- 3.CONTRACTOR SHALL ATTEMPT TO MINIMIZE THE AMOUNT OF STOCKPILED MATERIAL BY IMMEDIATELY SPREADING OUT SOILS, SEEDING AND COVERING WITH STRAW MULCH UPON COMPLETION OF SECTIONS OF STREAM EXCAVATION WHERE ALL BANK GRADING AND IN-STREAM STRUCTURE CONSTRUCTION IS COMPLETE.
- 4.EXCESS AND UNSUITABLE MATERIAL, INCLUDING DEBRIS OR EXCAVATED MATERIAL THAT CANNOT BE USED AS FILL, SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR. TRANSPORTATION OF THIS MATERIAL MUST BE SECURED BY COVERING. DISPOSAL LOCATION MUST BE APPROVED BY OWNER/ENGINEER IN ACCORDANCE TO LOCAL GOVERNING LAWS AND REGULATIONS.

TEMPORARY RESTORATION

- 1.TEMPORARY SEEDING SHALL BE USED ON EXPOSED SOIL SURFACES WHERE ADDITIONAL WORK WILL NOT OCCUR FOR A PERIOD OF MORE THAN 14 DAYS.
- 2.TEMPORARY SEEDING, MULCHING, AND MAINTENANCE TO BE PERFORMED IN A MANNER THAT ADHERES TO PROJECT SPECIFICATIONS, INCLUDING SITE PREPARATION, USING APPROVED SEED MIXES AND MULCH, AND PROPER MAINTENANCE.

DUST CONTROL AND TRACKING

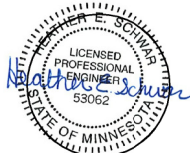
- 1.THE CONTRACTOR IS TO USE NECESSARY MEANS, INCLUDING BUT NOT LIMITED TO MULCH, TEMPORARY SEEDING, AND IRRIGATION, TO REDUCE SURFACE AND AIR MOVEMENT OF DUST DURING CONSTRUCTION ACTIVITIES. ALL EXCAVATIONS, EMBANKMENTS, STOCKPILES, HAUL ROADS, PERMANENT ACCESS ROADS, PLANT SITES, WASTE AREAS, AND ALL OTHER WORK AREAS WITHIN OR OUTSIDE THE PROJECT BOUNDARIES MUST BE MAINTAINED AS WORK PROCEEDS TO PREVENT DUST NUISANCE OR HAZARD.
- 2.STONE TRACKING PAD CONSTRUCTION ENTRANCES AND EXITS MUST BE USED FOR ALL TRAFFIC ENTERING AND LEAVING THE SITE.
- 3.CLEAN UP SEDIMENT BY THE END OF EACH WORK DAY BY SWEEPING/SCRAPING UP SOIL TRACKED ON ROADS, ALLEYS AND SIDEWALKS. AFTER A STORM, CLEAN UP SOIL WASHED OFF-SITE ONTO THESE AREAS.

GRADING:

- 1.EXCAVATE AND GRADE TO DIMENSIONS INDICATED ON PROJECT PLANS.
- 2.CONTRACTOR SHALL WORK IN A DIRECTIONAL MANNER THAT PREVENTS UNNECESSARY TRACKING AND TRAVEL OVER AREAS THAT ARE AT FINAL GRADE OR HAVE RECEIVED TEMPORARY OR PERMANENT STABILIZATION TREATMENTS.

SEEDING AND PLANTING (RESTORATION):

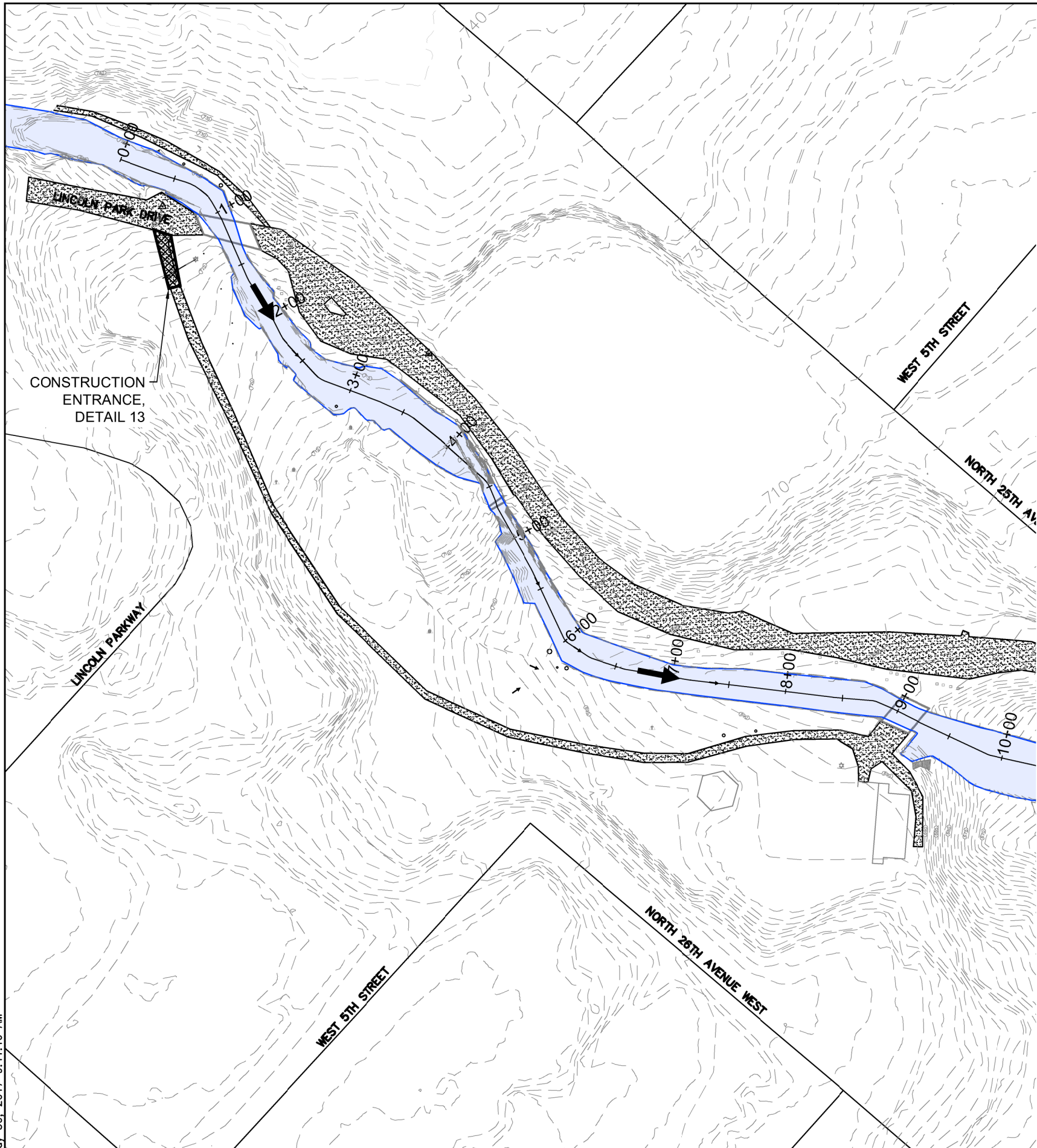
- 1.AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO CONTOURS AND CONDITIONS AS NOTED IN THE PROJECT PLANS.
- 2.PRIOR TO THE END OF EACH DAY, THE CONTRACTOR SHALL SEED, MULCH, AND APPLY EROSION CONTROL BLANKET TO THE REACHES OF THE PROJECT THAT HAVE ACHIEVED FINAL GRADE. PRIOR TO SEEDING, SOIL SURFACE MUST BE PREPARED ACCORDING TO TECHNICAL SPECIFICATIONS.
- 3.PLANT LIVE TREES ACCORDING TO THE PLANTING PLAN AND TECHNICAL SPECIFICATIONS.
- 4.INSTALL MULCH AND/OR EROSION CONTROL FABRICS IN EACH DISTURBED REACH PRIOR TO GRUBBING EACH SUCCESSIVE DISTURBED REACH.
- 5.TEMPORARY ACCESS ROADS, PARKING AREAS, AND STORAGE AREAS SHALL BE RESTORED TO A CONDITION SATISFACTORY TO THE OWNER/ENGINEERING AND SEEDED ONCE CONSTRUCTION IS COMPLETE.
- 6.THE CONTRACTOR IS LIABLE UNTIL FINAL STABILIZATION OF ALL DISTURBED AREAS HAVE BEEN ACHIEVED, ALL SYNTHETIC BMPS HAVE BEEN REMOVED, AND APPROPRIATE NOTICE OF TERMINATION FORMS HAVE BEEN SUBMITTED.



FINAL DESIGN

CERTIFIED BY: HEATHER SCHWAR	REG. NO.: 53062	7157 COMMERCE CIRCLE W FRIDLEY, MINNESOTA 55432 USA	STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA	DRAWN BY: COD
SIGNATURE: _____	DATE: MAY 2017		CITY OF DULUTH	SWPPP 3 OF 3
			CITY PROJECT NO.: P14-09-TR	FEMA ID NO. DR-4069-MN PW #856
				SHEET NO. 17 OF 19

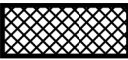
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LEGEND



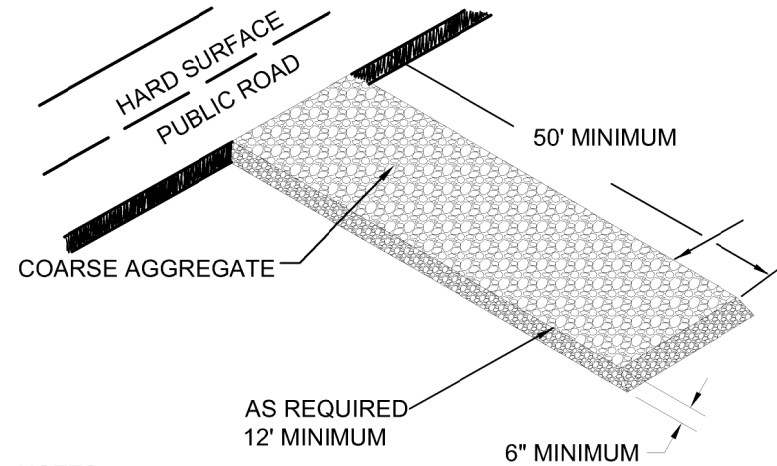
FLOW DIRECTION



CONSTRUCTION ENTRANCE



EXISTING PARK ROAD OR PATH



NOTES:

1. TO COMPLY WITH MN-DOT GUIDELINES.

DETAIL 13 - GRAVEL CONSTRUCTION ENTRANCE

NOT TO SCALE

NOTE

1. DO NOT CROSS PEDESTRIAN BRIDGES WITH CONSTRUCTION EQUIPMENT.
2. LINCOLN PARK DRIVE BRIDGE NEAR STATION 1+00 MAY BE UTILIZED FOR TRANSPORTING CONSTRUCTION EQUIPMENT.



FINAL DESIGN

CERTIFIED BY: **HEATHER SCHWAR**

REG. NO.: **53062**



7157 COMMERCE CIRCLE W
FRIDLEY, MINNESOTA 55432 USA

STREAMBANK STABILIZATION PROJECT, MILLER CREEK, DULUTH, MINNESOTA

CITY OF DULUTH

CITY PROJECT NO.: **P14-09-TR**

FEMA ID NO. DR-4069-MN PW #856

DRAWN BY: **COD**

SITE ACCESS PLAN

SHEET NO. **18** OF **19**

SIGNATURE: _____

DATE: **MAY 2017**

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City Project No. P14-TR-09						
Miller Creek at Lincoln Park		Exhibit A				
Stream Bank Stabilization		Schedule of Prices				
Bid Item No.	Measurement and Payment Item	Item	Quantity	Unit	Unit Price	Total Price
1	A	Mobilization/Demobilization	1	LS		
2	B	Control of Water	1	LS		
3	C	Stabilized Rck Construction Entrance	2	EA		
4	D	Restore Access Paths and Haul Roads	1	LS		
5	E	Clearing and Grubbing	1	LS		
6	F	Floodplain and Overflow Swale Excavation and Grad	1500	CY		
7	G	Sediment Removal and On-Site Disposal	1500	CY		
8	H	Sediment Removal and Off-Site Disposal	1500	CY		
9	I	Wall Removal	717	LF		
10	J	Blue Stone Wall Installation	216	LF		
11	K	Stone Toe	529	LF		
12	L	Bank Re-shaping	104	LF		
13	M	Wall Rebuild	21	LF		
14	N	Dry Stack Wall Repair	33	LF		
15	O	Wall Repair and Tuck Pointing	251	LF		
16	P	Overflow Notch and Stone Weir	1	LS		
17	Q	Stone Ramp	1	LS		
18	R	Overflow Rock Apron	1	LS		
19	S	Silt Fence	2300	LF		
20	T	Seeding - Native Seed Mix (MN/DOT 34-361)	2143	SY		
21	U	Seeding - Turf Mix (MN/DOT 25-131)	100	SY		
22	V	Erosion Control Blanket	2243	SY		
23	W	Tree Planting	10	EA		
24	X	Vegetation Management and Maintenance	1	LS		
				Total		

GENERAL CONSTRUCTION NOTES:

1. ALL EXCAVATION WITHIN OR ADJACENT TO THE STREAM BED SHALL BE UNDERTAKEN IN DRY CONDITIONS. THE CONTRACTOR SHALL INSTALL SANDBAGS, COFFERDAMS, AND BYPASS PIPING AS NECESSARY TO SAFELY ROUTE THE STREAM FLOW AROUND THE EXCAVATION AREA UNTIL CONSTRUCTION IS COMPLETE. THIS WORK ITEM SHALL BE PAID FOR AS A PART OF THE LUMP SUM BID ITEM FOR CONTROL OF WATER.

2. DEBRIS AND DEADFALL REMOVAL SHALL NOT BE INTERPRETED TO MEAN GRUBBING, BUT MAY INCLUDE REMOVAL OF LIVE TIMBER BY CUTTING AND LEAVING STUMP INTACT. LIVE TIMBER CAN BE CUT AT A BREAK OR NO CLOSER THAN 2--FEET TO THE GROUND. DEADFALL IS TO BE CONSIDERED ONLY FLOATABLE DEBRIS. DEADFALL OR CUT TIMBER IN GOOD CONDITION MAY BE UTILIZED ONSITE FOR TOEWOOD OR COIR BENCH STABILIZATION AS APPROVED BY THE ENGINEER.

3. SITE GRADING SHALL INCLUDE TOPSOIL STRIPPING AND STOCKPILING, AND SUBSOIL EXCAVATION AND STOCKPILING. IT IS ANTICIPATED THAT THE EXCAVATED SUBSOIL WILL BE SUITABLE TO REUSE AS BACKFILL FOR TOEWOOD, COIR BENCH AND IN OTHER AREAS AS NECESSARY.

4. OTHER ITEMS WHERE A METHOD OF PAYMENT IS NOT NOTED SHALL BE INCIDENTAL TO CONSTRUCTION. INVASIVE SPECIES CONTROL MEASURES:PRIOR TO ENTERING THE PROJECT SITE, THE CONTRACTOR SHALL INSPECT ALL EQUIPMENT AND GEAR AND REMOVE ALL AQUATIC PLANTS, ANIMALS, AND MUD FROM ALL ITEMS. EQUIPMENT AND GEAR SHALL BE DEFINED AS ALL BOATS, MOTORS,TRACKED VEHICLES, HEAVY EQUIPMENT, BARGES, HOSES, PUMPS, SHEET PILING, SILT CURTAINS, OR TURBIDITY BARRIERS, WADERS AND ALL OTHER EQUIPMENT WHICH MAY COME IN CONTACT WITH SURFACE WATERS DURING CONSTRUCTION. THECONTRACTOR SHALL SCRUB ALL EQUIPMENT AND GEAR WITH A STIFF--BRISTLED BRUSH WHEN FEASIBLE. THE CONTRACTOR SHALL MAINTAIN A MANIFEST DOCUMENTING THE ITEM, DATE, LOCATION AND DISINFECTION METHOD USED TO PERFORM DISINFECTION.

EARTHWORK NOTES:

1. QUANTITIES ARE NOT ADJUSTED FOR EXPANSION OR SHRINKAGE OF MATERIAL DURING EXCAVATION OR FILLING.

2. QUANTITIES INCLUDE ESTIMATED AMOUNTS OF EXCAVATION NEEDED FOR INSTALLATION OF TOEWOOD.



FINAL DESIGN

APPENDIX A

TECHNICAL SPECIAL PROVISIONS

MILLER CREEK AT LINCOLN PARK BANK STABILIZATION

March 22, 2017

City Job Number: P14-09-TR

APPENDIX A
TECHNICAL SPECIAL PROVISIONS
City Job Number: P14-09-TR
MILLER CREEK AT LINCOLN PARK BANK STABILIZATION
March 22, 2017

SPECIFICATIONS SIGNATURE PAGE

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

Heather Schwar

Signature

Heather Schwar

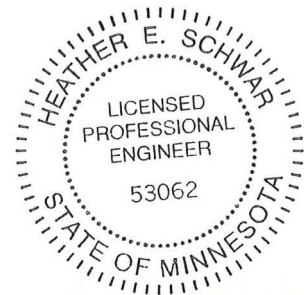
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March 22, 2017

Date

53062

License No.



APPENDIX A
TECHNICAL SPECIAL PROVISIONS
City Job Number: P14-09-TR
MILLER CREEK AT LINCOLN PARK BANK STABILIZATION
March 3, 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 Exhibit A.
- B. Each unit or lump sum price stated on Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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 EXHIBIT 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 Exhibit A. The Bid items set forth in Exhibits A subdivide the Project for



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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 MILLER CREEK AT LINCOLN PARK BANK STABILIZATION PROJECT

A. 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 (L.S.) 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 Miller Creek at Lincoln Park 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.



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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. Stabilized Rock Construction Entrance

1. Method of Measurement: Stabilized Rock Construction Entrance, will be measured per each (EA) Rock Construction Entrance installed as measured in the field.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) stabilized rock construction entrance 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 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 rock erosion control construction entrance and twenty (20) percent of the unit price will be paid upon removal of the rock erosion control entrance and restoration of the area at the completion of the project.

D. Restore Access Paths and Haul Roads

1. Method of Measurement: Restore access paths and haul roads 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 to restore access paths and haul roads, 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, and restore access paths and haul roads 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



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to remove and disposal of brush and trees as indicated on the Drawings and as marked in the field by Engineer, all complete as specified.

F. Floodplain and Overflow Swale Excavation and Grading

1. Method of Measurement: Floodplain and Overflow Swale Excavation and Grading will be measured on the basis of **plan quantities of proposed in-place volume** in cubic yards rounded to the nearest cubic yard (CY) as measured on the Drawings.
2. Basis of Payment: Contractor will be paid a unit price per cubic yard (CY) for the removal and on-site disposal of excavated sediment material, all complete as specified. The 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 remove and dispose of sediment material as shown on the Drawings or as directed by the Engineer in the field, all complete as specified.

G. Sediment Removal and On-site Disposal

1. Method of Measurement: Sediment Removal and On-site Disposal will be measured on the basis of cubic yards (CY) **as measured in the field** by actual volumetric measurement or other measurement by Engineer and rounded to the nearest cubic yard.
2. Basis of Payment: Contractor will be paid a unit price per cubic yard (CY) for the removal and on-site disposal of excavated sediment material, all complete as specified. The 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 remove and dispose of sediment material as shown on the Drawings or as directed by the Engineer in the field, all complete as specified excluding activities associated with Floodplain and Overflow Swale Excavation and Grading.

H. Sediment Removal and Off-site Disposal

1. Method of Measurement: Sediment Removal and Off-site Disposal will be measured on the basis of cubic yards (CY) **as measured in the field** by actual volumetric measurement or other measurement by Engineer and rounded to the nearest cubic yard.
2. Basis of Payment: Contractor will be paid a unit price per cubic yard (CY) for the removal and off-site disposal of excavated sediment material, all complete as specified. The 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 remove and dispose of sediment material off-site at a location selected by Contractor and approved by Engineer, all complete as specified excluding activities associated with Floodplain and Overflow Swale Excavation and Grading.

I. Wall Removal

1. Method of Measurement: Wall removal 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for wall removal, 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 removal wall, including but not limited to removing sections of wall, as shown on the Drawings and as directed by Engineer, including excavation and transport of excess materials to soils storage area all complete as specified.

J. Blue Stone Wall Installation

1. Method of Measurement: Blue stone wall installation 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for blue stone wall installation, 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 blue stone wall installation, including but not limited to removing sections of wall, sub-cutting base, installing filler stone material, installing blue stones set at the grades specified, as shown on the Drawings and as directed by Engineer, including excavation and transport of excess materials to soils storage area and installing topsoil and grading, all complete as specified.

K. Stone Toe

1. Method of Measurement: Stone toe 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for stone toe, 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 stone toe, including but not limited to sub-cutting the base, bank grading, installing stone toe, 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.

L. Bank Re-shaping

1. Method of Measurement: Bank re-shaping 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.



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2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for bank re-shaping, 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 excavate, fill, haul, temporary stockpile excavated material, and compact fill not removed for either on-site or off-site disposal; and strip, stockpile, and install existing topsoil to the grades shown in the Drawings and as directed by Engineer, all complete as specified.

M. Wall Rebuild

1. Method of Measurement: Wall rebuild 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for wall rebuild, 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 complete wall rebuild, including but not limited to removing sections of wall, sub-cutting base, installing stones to an elevation and thickness that is consistent with adjacent and/or existing sections of wall, anchoring stones, and tuck pointing as shown on the Drawings and as directed by Engineer, all complete as specified.

N. Dry Stack Wall Repair

1. Method of Measurement: Dry stack wall repair 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for dry stack wall repair, 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 complete dry stack wall repair, including but not limited to removing sections of wall, sub-cutting base, installing stones to an elevation and thickness that is consistent with adjacent and/or existing sections of wall, and anchoring stones, as shown on the Drawings and as directed by Engineer, all complete as specified.

O. Wall Repair and Tuck Pointing

1. Method of Measurement: Wall repair and tuck pointing 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.
2. Basis of Payment: Contractor will be paid a unit price per linear foot (LF) for wall repair and tuck pointing, 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 complete wall repair and tuck pointing, including but not limited to removing sections of wall, sub-

cutting base, installing stones to an elevation and thickness that is consistent with adjacent and/or existing sections of wall, anchoring stones, and tuck pointing as shown on the Drawings and as directed by Engineer, all complete as specified.

P. Overflow Notch and Stone Weir

1. Method of Measurement: Overflow Notch and Stone Weir will be measured on the basis of unit lump sum (L.S.).
2. Basis of Payment: Contractor will be paid a unit lump sum (L.S.) for the overflow notch and stone weir installed as 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 the overflow notch and stone weir including but not limited to excavation and placement of stone, and backfilling as shown on the Drawings and as directed by Engineer, all complete as specified.

Q. Stone Ramp

1. Method of Measurement: Stone Ramp will be measured on the basis of unit lump sum (L.S.).
2. Basis of Payment: Contractor will be paid a unit lump sum (L.S.) for the stone ramp installed as 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 the stone ramp including but not limited to excavation and placement of stone, and backfilling as shown on the Drawings and as directed by Engineer, all complete as specified.

R. Overflow Rock Apron

1. Method of Measurement: Overflow Rock Apron will be measured on the basis of unit lump sum (L.S.).
2. Basis of Payment: Contractor will be paid a unit lump sum (L.S.) for overflow rock apron installed as 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 the overflow rock apron including but not limited to excavation and placement of stone, and backfilling as shown on the Drawings and as directed by Engineer, all complete as specified.

S. Silt Fence

1. Method of Measurement: Silt Fence 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 silt fence, 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 silt fence for the duration of the Work, and removal of the silt fence following the Work, all complete as specified. Eighty (80) percent of the unit price will be paid for furnishing and installing the silt fence and twenty (20) percent of the unit price will be paid upon removal of the silt fence at the completion of the project.

T. Seeding Native Mix

1. Method of Measurement: Seeding Native Mix will be measured on the basis of area seeded 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.
2. Basis of Payment: Contractor will be paid a unit price per square yard (SY) for seeding area with all appropriate mixes, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, fertilizer, 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.

U. Seeding Turf

1. Method of Measurement: Seeding Turf will be measured on the basis of area seeded 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.
2. Basis of Payment: Contractor will be paid a unit price per square yard (SY) for seeding area with all appropriate mixes, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, fertilizer, 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.

V. 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.

W. Trees

1. Method of Measurement: Trees will be measured per each (EA) tree furnished and installed.
2. Basis of Payment: Contractor will be paid a unit price per each (EA) tree 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.

X. Vegetation Management and Maintenance

1. Method of Measurement: Vegetation Management and Maintenance will be measured on the basis of unit lump sum (L.S.).
2. Basis of Payment: Contractor will be paid a lump sum (L.S.) price for vegetation management and maintenance, 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 perform all operations necessary to perform vegetation management and maintenance including one (1) year warranty described in the Specifications. The lump sum price will be paid at the end of the one (1) year maintenance period.

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



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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 seven (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 AND SCHEDULE OF OPERATIONS

- A. Contractor to submit a progress schedule of construction operations at the preconstruction meeting. This schedule shall be reviewed and periodically updated by the Contractor on a regular basis, based on construction progress.

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 seven (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 fourteen (14) calendar days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within seven (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 fourteen (14) calendar days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within seven (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.



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Submittal Procedures

01 33 00-5

- 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 five (5) 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
- C. 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 PATHS, HAUL 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 haul 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 haul 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 staging areas designated in the Drawings.

- J. The Contractor shall provide all labor, equipment, and materials necessary for the control of dust rising 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 haul road 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 obtain Haul Route permit for City of Duluth.
- C. Prior to construction, Contractor shall submit to Engineer for approval a Construction Staging/Laydown Plan.
- D. 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, if no bid items are included in the plans.

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 ROAD/PATHS

- A. Contractor shall improve, maintain, and develop access road/paths 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 access road/paths in the conditions shown on the Drawings for Engineer's use, including adequate gravel bed material, grading, and minimum road widths.
- C. Upon Completion of the Project, access road/paths shall be free of ruts, erosion, or pot holes.
- D. All project access road/paths and haul roads shall be within designated right of way or temporary construction easements.

3.04 STAGING AREAS

- A. Staging areas shall be staked according to locations as identified on the Drawings prior to start of work.
- 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.

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



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Access Paths, Haul Roads, and Parking

01 55 00-3

- A. Contractor shall identify all haul 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 ROAD/PATHS

- A. Access road/paths 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 Engineer's Arborist 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



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Temporary Tree and Plant Protection

01 56 39-1

- 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 Engineer's Arborist.
- 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



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Temporary Tree and Plant Protection

01 56 39-2

- 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 Engineer's Arborist prior to doing Work. Protection limits will be clearly marked by Engineer's Arborist.

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. Engineer's Arborist 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 sections of wall designated for either removal and removal and replacement
 - 2. Removal and disposal of miscellaneous infrastructure identified in the Drawings including concrete slabs and asphalt pads
 - 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



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Demolition

02 41 00-1

- 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 STONE WALLS

- A. Contractor shall remove sections of stone walls from the work site as shown on the Drawings or directed by the Engineer and dispose of properly in accordance with applicable federal, state, county, and local regulations.
- B. Stone removed from walls may be temporarily stockpiled on-site and used re-used during the construction of other items identified on the Drawings, if found to be acceptable by the Engineer. Material designated as not acceptable by the Engineer shall be disposed of properly in accordance with applicable federal, state, county, and local regulations.

END OF SECTION 02 41 00

SECTION 04 41 00

STONE WALLS

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 the installation, repair, and replacement of stone walls as shown on the Drawings and specified herein.

1.02 REFERENCES [NOT USED]

1.03 SUBMITTALS [NOT USED]

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 Measurement and Payment.

1.06 RELATED SECTIONS

- A. Section 01 51 36 Control of Water
- B. Section 02 41 00 Demolition
- C. Section 31 20 00 Earth Moving
- D. Section 31 37 00 Riprap and Boulders

1.07 QUALITY ASSURANCE [NOT USED]

PART 2: PRODUCTS

2.01 MATERIALS

- A. Portland Cement (MN/DOT Specification 3101)
- B. Hydrated Lime (MN/DOT Specification 3106)

PART 3: EXECUTION

3.01 GENERAL



- A. Contractor or subcontractor performing working involving stone wall building and repair shall have experience in similar tasks and be a member of the Mason Contractors Association of America (MCAA) or approved equivalent organization. Masons must be competent and experienced, and must have completed at least 2 previous projects with similar type of work and similar material type.
- B. Mortar - Mix mortar in the proportions by volume of 1 part Portland cement, 1 part hydrated lime, and 4 parts of sand; or, 1 part Type II masonry cement and 3 parts sand. Water content in the mortar mix will be the amount required to obtain a workable plastic mortar. Mix the mortar for a minimum period of 3 min. in a drum type batch mixer and use within 1 hour after mixing. Discard mortar not used within that time (retempering will not be permitted). Clean the mortar boxes at the end of each day's work.
- C. Workmanship - Clean, sponge, and drench each stone with clean water just before setting. Set each stone in a full bed of plastic mortar. Face joints of may vary from one half (1/2) inches to two (2) inches in thickness. Joints will be uniform. Where necessary to prevent crushing mortar, use small lead pads the thickness of the joint and set two (2) inches back of the face. Wood wedges will not be allowed. After the mortar is set, clean all showing surfaces of loose mortar and cement stains. Just prior to the completion of the contract, the showing surfaces will again be cleaned in a manner satisfactory to the Engineer.

3.02 BLUE STONE WALL INSTALLATION

- A. Removal of the existing stone wall shall be completed per Specification 02 41 00 Demolition.
- B. Contractor shall excavate any remaining rock and sediment material to create a flat surface one (1) foot below the existing stream bed or to the depth of bedrock, whichever is less.
- C. Clean any stones designated for re-use so they are free of mortar and debris.
- D. Individual stones of acceptable size and composition shall be placed independently along the edge of the stream bank in a manner that maximizes stone-to-stone contact along the front wall face.
- E. Voids along the front wall face shall be kept to as small as size possible. Voids in the front face greater than three (3) inches shall not be allowed. Voids less than three (3) inches shall be chinked by placing stones from the backside of the front face stones in a manner that the stones filling the void shall not passing through the void.
- F. Voids between stones of each course shall be filled with select stone backfill material and compacted by hand with a rock bar or equivalent prior installing the next course of stones.
- G. Contractor shall place stones so that seams between stones do not overlap.
- H. Select stone backfill material shall be used to fill the void vertical voids between the back of the stone wall and the existing ground. Contractor shall be responsible for additional excavation of existing material, if necessary to provide adequate room for select stone backfill material.

- I. Topsoil shall be placed on the top course of stone when the difference between the top of the stone and the adjacent existing ground is less than eighteen (18) inches.
- J. Topsoil will be graded per the Construction Drawings, seeded with the appropriate seed mix, covered with Category 4 Natural Net erosion control blanket, and stapled per the Construction Drawings.

3.03 WALL REBUILD

- A. Removal of the existing stone wall shall be completed per Specification 02 41 00 Demolition.
- B. Contractor shall excavate any remaining rock and sediment material to create a flat surface one (1) foot below the existing stream bed or to the depth of bedrock, whichever is less.
- C. Contractor shall remove stones along the edge of the existing wall on each ends to create a varying seam to which the section of wall being rebuild will tie into.
- D. Clean stones designated for re-use so they are free of mortar and debris.
- E. Individual stones of acceptable size and composition shall be placed independently along the edge of the stream bank in a manner that maximizes stone-to-stone contact along the front wall face.
- F. Voids along the front wall face shall be kept to as small as size possible. Voids in the front face greater than three (3) inches shall not be allowed. Voids less than three (3) inches shall be chinked by placing stones from the backside of the front face stones in a manner that the stones filling the void shall not passing through the void.
- G. Voids between stones of each course shall be filled with select stone backfill material and compacted by hand with a rock bar or equivalent prior installing the next course of stones.
- H. Contractor shall place stones so that seams between stones do not overlap.
- I. Pressure grout mortar into voids and cavities for structural integrity in the original portions of the wall designated to remain in place.
- J. Hold pressure grout mortar back from vertical rock faces a minimum of two (2) inches to achieve the original dry stacked wall character.
- K. Mortar stones in wall matching the original masonry pattern. Hold mortar back from vertical face of stones a minimum of two inches to achieve the original wall character.
- L. Select stone backfill material shall be used to fill the void vertical voids between the back of the stone wall and the existing ground. Contractor shall be responsible for additional excavation of existing material, if necessary to provide adequate room for select stone backfill material.
- M. Topsoil shall be placed on the top course of stone when the difference between the top of the stone and the adjacent existing ground is less than eight (8) inches.

- N. Topsoil will be graded per the Construction Drawings, seeded with the appropriate seed mix, covered with Category 4 Natural Net erosion control blanket, and stapled per the Construction Drawings.
- O. Provide steel reinforcement, ties, or other approved masonry anchors to reinforce mortared wall sections in accordance with the Construction Drawings.

3.04 DRY STACK WALL REPAIR

- A. Contractor shall remove sections of dry stack wall, as indicated on the Construction Drawings, down to a portion that is determined by the Engineer to be of adequate condition.
- B. Stones of equal or greater size matching the type of material found in adjacent sections of wall shall be stacked in a manner that the final product is stable.
- C. The width and height of the wall shall match the dimensions of adjacent sections of dry stack wall.
- D. Individual stones of acceptable size and composition shall be placed independently along the edge of the stream bank in a manner that maximizes stone-to-stone contact along the front wall face and along the top, bottom, and sides.
- E. Select stone backfill material shall be used to chink voids and gaps between stones to add in stability.
- F. Select stone backfill shall be used to backfill behind sections of dry stack wall to approximately eight (8) inches below the top dry stack wall.
- G. Topsoil shall be placed on top of the select stone backfill to the height of the dry stack wall, graded to match the existing ground, per the Construction Drawings, seeded with the appropriate seed mix, covered with Category 4 Natural Net erosion control blanket, and stapled per the Construction Drawings.

3.05 WALL REPAIR AND TUCK POINTING

- A. Removal of the existing stone wall shall be completed per Specification 02 41 00 Demolition.
- B. Contractor shall remove sections of wall, as indicated on the Construction Drawings, down to a portion that is determined by the Engineer to be of adequate condition.
- C. In sections of wall designated by the Engineer for tuck point repair only, Contractor shall remove loose mortar and debris through a low pressure water stream.
- D. Contractor shall excavate any remaining rock and sediment material to create a flat surface one (1) foot below the existing stream bed or to the depth of bedrock, whichever is less.

- E. Contractor shall remove stones along the edge of the existing wall on each ends to create a varying seam to which the section of wall being rebuild will tie into.
- F. Clean stones designated for re-use so they are free of mortar and debris.
- G. Individual stones of acceptable size and composition shall be placed independently along the edge of the stream bank in a manner that maximizes stone-to-stone contact along the front wall face.
- H. Voids along the front wall face shall be kept to as small as size possible. Voids in the front face greater than three (3) inches shall not be allowed. Voids less than three (3) inches shall be chinked by placing stones from the backside of the front face stones in a manner that the stones filling the void shall not passing through the void.
- I. Voids between stones of each course shall be filled with select stone backfill material and compacted by hand with a rock bar or equivalent prior installing the next course of stones.
- J. Contractor shall place stones so that seams between stones do not overlap.
- K. Pressure grout mortar into voids and cavities for structural integrity in the original portions of the wall designated to remain in place.
- L. Hold pressure grout mortar back from vertical rock faces a minimum of two (2) inches to achieve the original dry stacked wall character.
- M. Mortar stones in wall matching the original masonry pattern. Hold mortar back from vertical face of stones a minimum of two inches to achieve the original wall character.
- N. Select stone backfill material shall be used to fill the void vertical voids between the back of the stone wall and the existing ground. Contractor shall be responsible for additional excavation of existing material, if necessary to provide adequate room for select stone backfill material.
- O. Topsoil shall be placed on the top course of stone when the difference between the top of the stone and the adjacent existing ground is less than eight (8) inches.
- P. For sections of wall repair and tuck pointing where the existing wall is relatively free-standing, no backfilling shall be required, if it matches adjacent existing conditions.
- Q. Topsoil will be graded per the Construction Drawings, seeded with the appropriate seed mix, covered with Category 4 Natural Net erosion control blanket, and stapled per the Construction Drawings.
- R. Provide steel reinforcement, ties, or other approved masonry anchors to reinforce mortared wall sections in accordance with the Construction Drawings.

END OF SECTION 04 41 00



CITY OF DULUTH

MILLER CREEK AT LINCOLN PARK BANK STABILIZATION
(City Proj. 1409-TR)

Stone Walls

04 41 00-5

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 – Haul Roads, Access Road/Paths, 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 ROAD/PATHS

- 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. Clearing and grubbing of selected trees, brush, and stumps.
 - 2. Removal of stumps/large trees and excess brush on-site as directed by the Engineer.

1.02 RELATED WORK

- 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 [NOT USED]

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, on-site as directed by the Engineer.

3.02 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.

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 and overflow swale 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 streambank 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 five (5) 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 SCHEDULING



CITY OF DULUTH

MILLER CREEK AT LINCOLN PARK BANK STABILIZATION
(City Proj. 1409-TR)

Earth Moving

31 20 00-1

- 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 Stone Backfill

1. Select stone 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; Common 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 streambank and floodplain 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. Streambank:
 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 on-site disposal shall be disposed at onsite location(s) as indicated on the Drawings and approved by the Engineer.
- B. All excavated materials for on-site 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 off-site disposal shall be disposed at a location selected by Contractor and approved by Engineer

3.09 TOLERANCES

- A. Grading tolerances for sub-base and base shall be 0 to - 0.25 feet of proposed elevations, as shown on the Drawings.
- B. Finished grade elevation to be -0.25 to +0.25 feet above grades shown on the Drawings.
- C. Horizontal tolerance for grading areas shall be within -2.0 to +2.0 feet as shown on the Drawings.
- D. 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).
 - 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 Stabilized Rock Construction Entrance.
 - 5. Furnish and install Silt Fence.

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.
- D. Erosion & Sediment Control Design Guidance. Office of Environmental Services, Minnesota Department of Transportation. January, 2010.

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. Stabilized Rock Construction Entrance
 - 1. Stabilized 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 Mn/DOT 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.

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.
2. Silt fence used for in-stream silt fence baffle shall conform to Mn/DOT Standard Specification 3886 for heavy duty silt fence, except that support posts shall be no further than 0.6 meters (2 feet) apart.

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 linear 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 (5) 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 drainage ways 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 STABILIZED ROCK 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 and disposal 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. As directed by the Engineer to provide for normal flow and water levels throughout the Work.
2. 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.
3. 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 streambank stabilization materials including, but not limited to:
 - 1. Select stone backfill material
 - 2. Riprap (all classes)
 - 3. Salvage and install boulders

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 two (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 SELECT STONE BACKFILL MATERIAL

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

2.03 RIPRAP

- A. Riprap shall be angular rock or field stone as specified on the Drawings. If not specified, angular or field stone riprap may be used.
- B. Riprap shall conform to the gradation requirements of Mn/DOT Standard Specification 3601, Table 3601-1 for the Class indicated on the Drawings.
- C. Re-use of stone material obtained from removal of existing stones walls and other on-site excavation shall be permitted as directed upon approval of 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 SELECT STONE BACKFILL MATERIAL

- 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 RIPRAP

- A. Riprap 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.

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 2016.
- 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 two (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 two 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 01 55 00 Access Paths, Haul Roads, and Parking
- B. Section 31 20 00 Earth Moving
- 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 Common 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.

MN-DOT Seed Mix 25-131 Low Maintenance Turf				
Common Name	Scientific Name	Rate (lb/acre)	Percent of Mix	Seeds/Sq ft
Low maintenance Kentucky bluegrass	<i>Poa pratensis</i> Low Maintenance	36.00	16.36%	1148.70
Sheep fescue	<i>Festuca ovina</i>	25.00	11.37%	304.22
Red fescue	<i>Festuca rubra</i>	64.00	29.09%	667.00
Chewing's fescue	<i>Festuca rubra</i> ssp. <i>Cummutata</i>	44.00	20.00%	458.60
Hard fescue	<i>Festuca trachyphylla</i>	30.00	13.64%	389.10
Perennial ryegrass	<i>Lolium perenne</i>	21.00	9.54%	104.60
Totals		220.00	100.00%	3072.22

- 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.

MN-DOT Seed Mix 34-361 Riparian Northeast				
Common Name	Scientific Name	Rate (lb/acre)	Percent of Mix	Seeds/Sq ft
American slough grass	<i>Beckmannia syzigachne</i>	1.5	4.78%	27.64
Bluejoint	<i>Calamagrostis canadensis</i>	0.06	0.19%	6
Riverbank wild rye	<i>Elymus riparius</i>	0.5	1.57%	0.53
Virginia wild rye	<i>Elymus virginicus</i>	2	6.33%	3.08
Tall manna grass	<i>Glyceria grandis</i>	0.25	0.80%	6.5
Fowl manna grass	<i>Glyceria striata</i>	0.09	0.29%	3
Rice cut grass	<i>Leersia oryzoides</i>	0.15	0.49%	1.93
Fowl grass	<i>Poa palustris</i>	0.7	2.23%	33.5
Total Grasses		5.25	16.68%	82.18

MN-DOT Seed Mix 34-361 Riparian Northeast				
Common Name	Scientific Name	Rate (lb/acre)	Percent of Mix	Seeds/Sq ft
Tussock sedge	<i>Carex stricta</i>	0.04	0.13%	0.8
Pointed broom sedge	<i>Carex scoparia</i>	0.06	0.21%	2
Fox sedge	<i>Carex vulpinoidea</i>	0.2	0.65%	7.5
Path rush	<i>Juncus tenuis</i>	0.03	0.09%	10
Dark green bulrush	<i>Scirpus atrovirens</i>	0.12	0.38%	20
Woolgrass	<i>Scirpus cyperinus</i>	0.05	0.15%	30
Total Sedges and Rushes		0.5	1.61%	70.3
Marsh milkweed	<i>Asclepias incarnata</i>	0.12	0.38%	0.21
Flat-topped aster	<i>Doellingeria umbellata</i>	0.04	0.13%	1
Common boneset	<i>Eupatorium perfoliatum</i>	0.05	0.16%	3
Grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.07	0.22%	9
Spotted joe pye weed	<i>Eutrochium maculatum</i>	0.11	0.34%	3.7
Giant sunflower	<i>Helianthus giganteus</i>	0.07	0.22%	0.25
Spotted touch-me-not	<i>Impatiens capensis</i>	0.03	0.11%	0.05
Blue monkey flower	<i>Mimulus ringens</i>	0.02	0.05%	13
Giant goldenrod	<i>Solidago gigantea</i>	0.02	0.05%	1.5
Blue vervain	<i>Verbena hastata</i>	0.22	0.68%	7.35
Total Forbs		0.75	2.34%	39.06
Oats or winter wheat		25	79.37%	11.14
Total Cover Crop		25	79.37%	11.14
Totals		31.5	100.00%	202.67

1.04 FERTILIZER

- A. Fertilizer shall be applied at a rate of 300 pounds per acre of 10-20-20 as specified in the Mn/DOT Standard Specification 3881.2 and as shown on the Drawings for turf grass areas.

1.05 EROSION CONTROL BLANKET

- A. Erosion control blanket shall be Mn/DOT Standard Specification 3885.1, Category 4N straw/coconut 2S natural net 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.

1.06 MULCH



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- A. Mulch shall be certified weed-free from Minnesota Crop Improvement Association (MNCIA) and possess a certification on each individual bale or unit.

1.07 TREES

- A. All new trees 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 relabeled 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
 - 1. 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.
 - 2. Seeding that occurs prior to September 1 shall receive the equivalent of one-half (0.5) inches of rainfall each week until September 1 through a combination of irrigation and/or natural precipitation.
- 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. Hydroseeding shall be performed in accordance with Mn/DOT Standard Specifications 2575.3B.4 and in combination with hydromulching as specified herein.
- I. 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. On areas not identified on the Drawings for hydromulching, mulch shall be Type 3, applied in accordance with Mn/DOT Standard Specifications 2575.3C.2; the rate of application shall be 2 tons per acre and as specified herein. Approximately 10 percent of the soil surface shall be visible through the mulched areas. Disk anchor as specified in Mn/DOT 2575.3D. Should mulch application be delayed to the next day, the area shall be reseeded and refirmed at the Contractor's expense.
- C. On areas identified on the Drawings for hydromulching, Type 5 hydromulch shall be applied in accordance with Mn/DOT Standard Specifications 3884.2B.2, applied at a rate of 2100 pounds per acre.
- D. 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



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

3.07 LAYOUT OF TREES

- A. Engineer will stake tree locations prior to any digging.

3.08 PLANTING OF TREES

- A. Planting of trees 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 watered through the guarantee period. Watering of trees 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 ROAD/PATHS

- A. Access road/paths, storage and laydown areas, shall be restored as shown on the Drawings and as directed by Engineer.
- B. Seed mixes for access road/paths, storage and laydown areas, shall be as shown on the Drawings and as specified in Section 01 22 00.
- C. Erosion control fabric for access road/paths, storage and laydown areas, shall be as shown on the Drawings and as specified in Section 01 22 00.

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.
 - 1. 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.
 - 2. Replacement Guarantee: Replacement stock shall not be guaranteed.
 - 3. 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 15th 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:
 - 1. 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:
 - 1. 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.

2. Request a review by the Engineer during the growing season not less than 40 days after completion, or after May 15th the following year after planted to confirm plant and seed establishment success.
 3. 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.
 4. If the condition and coverage criteria listed above are met by the growth of acceptable species, then the work will be accepted.
 5. Following each review, Engineer will submit to Contractor written notification of acceptance or of corrective action required.
- F. Corrective Work During Warranty Period:
1. 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.
 2. 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 2016.
- 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



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- 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

**Public Waters Work Permit****Expiration Date: 08/05/2021****Permit Number****2016-0442**

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.

Project Name: Miller Creek at Lincoln Park	County: St. Louis	Watershed: St. Louis River	Resource: Stream/River: Miller Creek (S-002-001)	
Purpose of Permit: Retaining Wall, Erosion/Flood Prevention, Bioengineering		Authorized Action: Remove and repair select sections of failing retaining wall structures, and complete stream bank and channel stabilization along Miller Creek within Lincoln Park according to plans submitted 2/26/2016 and materials on file.		
Permittee: CITY OF DULUTH CONTACT: HURD, ROB, (218) 730-4416 411 WEST FIRST STREET 402 CITY HALL DULUTH, MN 55801 (218) 730-5324		Authorized Agent: CARDNO CONTACT: PRANCKUS, MARK, (715) 450-5128 6140 COTTONWOOD DRIVE SUITE A FITCHBURG, WI 53719 (608) 661-2955		
Property Description (land owned or leased or where work will be conducted): UTM zone 15N, 565917m east, 5179583m north, SESE of Section 32, T50N, R14W, UTM zone 15N, 565898m east, 5179597m north, SESE of Section 32, T50N, R14W, UTM zone 15N, 565925m east, 5179551m north, SESE of Section 32, T50N, R14W, UTM zone 15N, 565903m east, 5179588m north, SESE of Section 32, T50N, R14W, UTM zone 15N, 565970m east, 5179540m north, SESE of Section 32, T50N, R14W				
Authorized Issuer: Patricia Fowler	Title: Area Hydrologist	Issued Date: 08/05/2016	Effective Date: 08/05/2016	Expiration Date: 08/05/2021

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

CONDITIONS *(Continued from previous page)*

authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

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. Contact your regional Invasive Species Specialist for assistance at www.mndnr.gov/invasives/contacts.html. A list of designated infested waters is available at www.mndnr.gov/invasives/ais/infested.html. A list of prohibited invasive species is available at 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 September 15 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. 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
Mike Scott, Conservation Officers, Duluth (W)
Karl Koller, DNR EWR
Lynda Peterson, BWSR Wetland Specialists, St. Louis
Chris Balzer, DNR Wildlife, Cloquet
Deserae Hendrickson, DNR Fisheries, Duluth Area
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
Kieth Hamre, City, Duluth

From: Wierzbinski, Daryl W CIV USARMY CEMVP (US)
To: trayala@duluthmn.gov
Cc: [Voce, Catherine D CIV USARMY CEMVP \(US\)](#); [Mark Prancus](#)
Subject: RE: Regulatory Inquiry: St. Louis County (South), MN (UNCLASSIFIED)
Date: Friday, April 21, 2017 9:59:45 AM

Good morning Tari,

We have reviewed the City of Duluth's project to discharge dredged and fill material into 1,216 square feet of Miller Creek for the retaining wall and stream restoration work at Lincoln Park. 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 is authorized by RGP-003-MN (I).

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 the project will require off-site fill material that is not obtained from a licensed commercial facility, the City of Duluth 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.

This email will serve as the authorization of the work under the 404 program. We are not sending a letter. If you have any questions, please contact me.

The file # is 2016-00616-DWW

Daryl W. Wierzbinski
U.S. Army Corps of Engineers, St. Paul District
Regulatory Project Manager
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