



**Purchasing Division**  
*Finance Department*

Room 120  
411 West First Street  
Duluth, Minnesota 55802



218-730-5340



[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

## **ADVERTISEMENT FOR BIDS**

**BIDS DUE** ~~Thursday~~, March 10, 2020, 2:00 pm  
**Tuesday**

**BID NUMBER:** 20-99265

**PROJECT NAME:** DWP Trail Rock Fall Mitigation

**ANTICIPATED START DATE:** May 4, 2020

**COMPLETION DATE:** June 26, 2020

The City of Duluth, Minnesota requests sealed bids for the above named project. Bids may be submitted electronically through Bid Express® at [www.bidexpress.com](http://www.bidexpress.com) until the stated bid deadline. The City Purchasing Agent will conduct a public bid opening in City Hall, Room 120, immediately after the deadline for receiving bids.

**PROJECT DESCRIPTION:** There is overhead loose rock along the historic rail line that could impact the trail and its users. This project will remove hazard rock from the rock cuts and tunnel area through various methods such as scaling, bolting and wire mesh installation. Climbing areas are present in this corridor and careful consideration will be taken when these areas are cleaned of loose rock as to not compromise the long established climbing routes. Brush and trees that are growing in the rock faces will also be removed to ensure the expansive action of the roots do not further compromise the stability of the rock. All demolition rock and stone will be disposed of on site and naturalized to fit in the landscape.

**PREBID MEETING:** Scheduled site visits are available on Thursday and Friday, February 27 and 28, by contacting Travis Davidsavor at 218-529-7108 or [tdavidsavor@barr.com](mailto:tdavidsavor@barr.com). Interested bidders are strongly encouraged to visit the site.

**QUESTIONS:** Questions pertaining to this project should be directed to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) and must be submitted by Monday, March 2. Answers will be provided to all prospective bidders in the form of an addendum by Wednesday, March 4.

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

Plans and specifications may be viewed and downloaded at no cost at [www.bidexpress.com](http://www.bidexpress.com). Bidders must create a free account with Bid Express®; and login to search for city projects (search by "City of Duluth" or solicitation number), regardless of whether the bidder is submitting an electronic or paper bid. Setting up the free account takes only a few minutes, but if you will be submitting a bid electronically, an Info Tech Digital ID is required and that can take up to **five (5) business days to process**. Please allow ample time to obtain your digital id prior to the bid deadline. Bid Express® does charge a nominal fee for bid submission. More information can be found at [https://www.bidexpress.com/vendor\\_resources](https://www.bidexpress.com/vendor_resources).

Plans and specifications are on file for inspection at the Minnesota Builder's Exchange, Builder's Exchange of Wisconsin, and Blue Book Building and Construction Network.

Bidders must review the 2019 edition of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specifications available at <https://www.duluthmn.gov/engineering/standard-construction-specifications/> as these Specifications are incorporated by reference.

## INSTRUCTIONS TO BIDDERS

All paper bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Paper bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802 or dropped off in person at the same address.

Whether submitted electronically or via paper, all bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the bids. Once all bids have been reviewed, bid results will be posted online at <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>.

No alternatives to the specification will be considered unless specifically requested. 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.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

### **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. **Community Benefits Provisions** - A Community Benefits Best Efforts Plan will be required for any project that includes a PLA. The required form is included in the bid package, as well as a link to additional community benefits information, including the program specifications and a process flowchart.

7. **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. Visit [http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/sde.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf) to access the form.

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

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

CITY OF DULUTH

Amanda Ashbach  
Purchasing Agent

## **BID WORKSHEET A**

### **DWP Trail Rock Fall Mitigation – 2020 City of Duluth Bid**

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Contact person's phone number \_\_\_\_\_

Contact person's email \_\_\_\_\_

Company address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **1. Relevant Crew Experience**

The crew performing the rockfall mitigation work shall have applicable experience and be employed by a qualified scaling contractor experienced with rock slope stabilization work. Each crew member responsible for conducting or overseeing the rock scaling work shall have the following qualifications:

SPRAT (Society of Professional Rope Access Technicians) plus 1,000 hours of directly applicable rock scaling experience.

PCIA (Professional Climbing Instructors Association) plus 1,500 hours of directly applicable rock scaling experience.

Approved Employer Equivalent training program plus 2,000 hours of documented directly applicable rock scaling work experience.

Each employee shall carry evidence of training and applicable certificates at all times. Indications of the proposed and potential crew certifications and experience including hours of rope access rock scaling experience are to be included in Table 1.

All crew who may potentially be employed at the site performing management, scaling, mesh application, drilling, or bolting shall be listed in Table 1 with corresponding SPRAT and/or PCIA Certification information. Additional staff performing work at the site may only be added upon approved submission of evidence of SPRAT, PCIA, or Approved Employer Equivalent training certification and documentation of work experience in rope access rock scaling.



## **BID WORKSHEET A**

### Table 1: Crew Experience Summary

[illegible]

**BID WORKSHEET A**

**2. Relevant Project Experience**

The Contractor shall submit documentation for evidence of experience at the time of bidding that the contractor has successfully completed at least 5 scaling and bolting projects within the last 3 years similar to this project. The summary of each of these properties is to be summarized in Table 2. Attachment of supplementary information may be included to further provide detail of the five projects.

**Table 2: Summary of Example Projects**

Example Project Name	Location	Begin Date	End Date	Reference Name, Email, and Phone	Brief Description/Scope of Work

## **BID WORKSHEET A**

### **3. Management and Supervisory Experience**

Submit documentation in the form of resumes that the superintendent and project manager (may be the same individual) each have a minimum of 5 years of applicable experience in scaling and bolting with past projects of scope and complexity similar to that anticipated for this project.

Documentation shall include recent resumes, references, certifications, project lists, and experience descriptions and details including similar production rates and approach. The contractor shall perform the work with the personnel submitted at the time of bid. If personnel changes are required during construction, work will be suspended until replacement personnel documentation is submitted and accepted by the Owner.

### **4. Safety Record**

The responding Contractor shall indicate the Company's experience modification rate (EMR) for the past three reporting cycles in Table 4.

**Table 4: Company EMR Summary – Past Three Cycles**

<b>EMR</b>	<b>Effective Period</b>	<b>Significant Safety Events Affecting EMR</b>

### **5. Proposed Project Execution Schedule**

Provide as an attachment a schedule/timetable including proposed daily work hours including anticipated start and end times and work days during each week that allows for work completion per the specified schedule. While understanding that the actual work schedule may vary due to encountered conditions, weather, and other variables not able to be controlled by the contractor, provide a preliminary schedule for City and City consultant resource planning, cost loading, and adjacent trail closures that indicates the following:

- a. date of mobilization,
- b. beginning of tunnel scaling,
- c. end of tunnel scaling,

- d. beginning of rock cut scaling,
- e. end of rock cut scaling,
- f. completion of scaling,
- g. beginning of bolting,
- h. end of bolting,
- i. beginning of wire mesh application,
- j. end of wire mesh application,
- k. project completion,
- l. date of demobilization,
- m. date of first invoice, and
- n. date of subsequent invoice.

For each activity, indicate the proposed number of contractor staff to be performing each step of work. The minimum crew size for any work shall be one superintendent and two technicians and the minimum work schedule shall be five 8 hour days per week.

## 6. Anticipated Production Rates

Based on the observed site conditions, access constraints, geologic conditions, and the goal of removing rocks that pose a risk to travelers utilizing the trail for recreation, please provide an anticipated average rate of scaling given the crew sizes provided in Table 5.

**Table 5: Anticipated Average Scaling Production Rates**

<b>Crew Size (Superintendent + X Scalers)</b>	<b>Average Scaling Rate (ft<sup>2</sup>/8 hour day)</b>
2	
3	
4	

## **7. Certification**

By signing this, I certify that I am fully aware of the site locations, site conditions, access restrictions, and other constraints. I accept the terms and conditions expressed and contained in the specifications included in and attached to this invitation for bid.

*Sign:*

*Date:*

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**BID FORM FOR PAPER BID**  
**BID 20-99265 DWP TRAIL ROCK FALLING MITIGATION**

Item No.	Bid Item Reference	Description	Units	Estimated Quantity	Unit price	Extended Price
1	2.5.1	SCALING CREW MOBILIZATION/DEMOBILIZATION	LUMP SUM	1	\$	\$
2	2.5.2	THREE PERSON SCALING CREW - WORKING RATE	HOURL	160	\$	\$
3	2.5.3	SCALING CREW - HOURLY RATE (0-8 HOURS PER DAY)	HOURL	-	\$	\$
4	2.5.4	SCALING CREW - HOURLY OVERTIME RATE (8-12 HOURS PER DAY)	HOURL	-	\$	\$
5	2.5.5	ROCK BOLTING AND MESH MOBILIZATION/DEMOBILIZATION	LUMP SUM	1	\$	\$
6	2.5.6	ROCK BOLTING - 0 TO 100 FEET	EACH	100	\$	\$
7	2.5.7	ROCK BOLTING - OVER 100 FEET	EACH	980	\$	\$
8	2.5.8	WIRE MESH INSTALLATION	SQUARE FOOT	3,600	\$	\$
<b>TOTAL</b>						\$

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TOTAL PRICE IN WRITING

**ACKNOWLEDGMENT OF ADDENDA**

ADDENDUM #                      INITIAL/DATE

ADDENDUM #                      INITIAL/DATE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

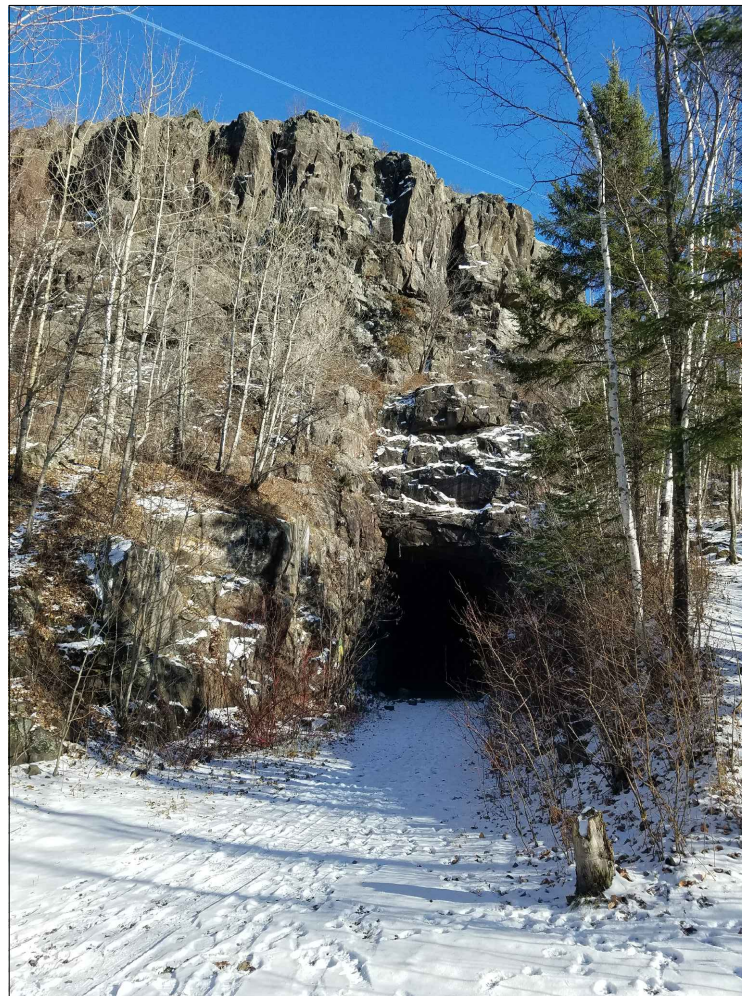
Tel. \_\_\_\_\_ E-Mail \_\_\_\_\_


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



A map of the Duluth, Minnesota area. The map shows the St. Louis River flowing into Lake Superior. Major roads are labeled, including Highway 2, Highway 35, Highway 53, Highway 194, Highway 61, Highway 23, Highway 3, Highway 39, and Highway 105. The City of Duluth is labeled, along with the City of Hermantown, City of Proctor, and City of Superior. A yellow star marks the project location near the intersection of Highway 3 and Highway 39. The map also shows the Minnesota (MN) and Wisconsin (WI) state boundaries.

<u>SHEET NO.</u>	<u>TITLE</u>
G-01 . . . . .	COVER SHEET AND PLAN INDEX
C-01 . . . . .	PROJECT OVERVIEW
C-10 . . . . .	PROJECT PLAN - STA 0+00 TO STA 49+00
C-11 . . . . .	PROJECT PLAN - STA 49+00 TO STA 108+00
C-12 . . . . .	PROJECT PLAN - STA 108+00 TO STA 155+00
C-13 . . . . .	PROJECT PLAN - STA 155+00 TO STA 204+00
C-14 . . . . .	PROJECT PLAN - STA 204+00 TO STA 254+00
C-15 . . . . .	PROJECT PLAN - STA 254+00 TO SPIRIT MOUNTAIN
C-16 . . . . .	PLAN - ELY PEAK TUNNEL (SITE 4)
C-17 . . . . .	PLAN - ROCK CUT (SITE 7)
C-18 . . . . .	PLAN - BARDON'S PEAK CUT (SITE 11)
C-19 . . . . .	PLAN - ROCK CUT (SITE 20)
C-20 . . . . .	TYPICAL TUNNEL SECTION
C-21 . . . . .	MESH, BOLT, AND SIGNAGE INSTALLATION DETAILS
C-22 . . . . .	SPECIFICATIONS
C-23 . . . . .	SPECIFICATIONS
C-24 . . . . .	ESTIMATED QUANTITIES



					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.										CLIENT 01/10 BID 02/20 CONSTRUCTION										 <div>Project Office: BARR ENGINEERING CO. 325 SOUTH LAKE AVENUE SUITE 700 DULUTH, MN 55802  Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-786-5830 Fax: (218) 529-8202 www.barr.com</div>	Scale AS SHOWN		CITY OF DULUTH DULUTH, MN	DWP TRAIL ROCK FALL MITIGATION DULUTH, MN	BARR PROJECT No. 23691604.02
B SSW TAD TAD 02-20-20		ISSUED FOR BID		RELEASED TO/FOR	A B C 0 1 2 3	DATE RELEASED	Date 01/07/2020	Drawn BRH	Checked RES	Designed BRH	Approved TAD	DWG. No. G-01	REV. No. B																	
A BRH TAD TAD 01-10-20		ISSUED FOR REVIEW					SIGNATURE	DATE	LICENSE #																					
NO. BY CHK. APP. DATE		REVISION DESCRIPTION																												

















MATCHLINE SEE SHEET C-11

MATCHLINE SEE SHEET C-13



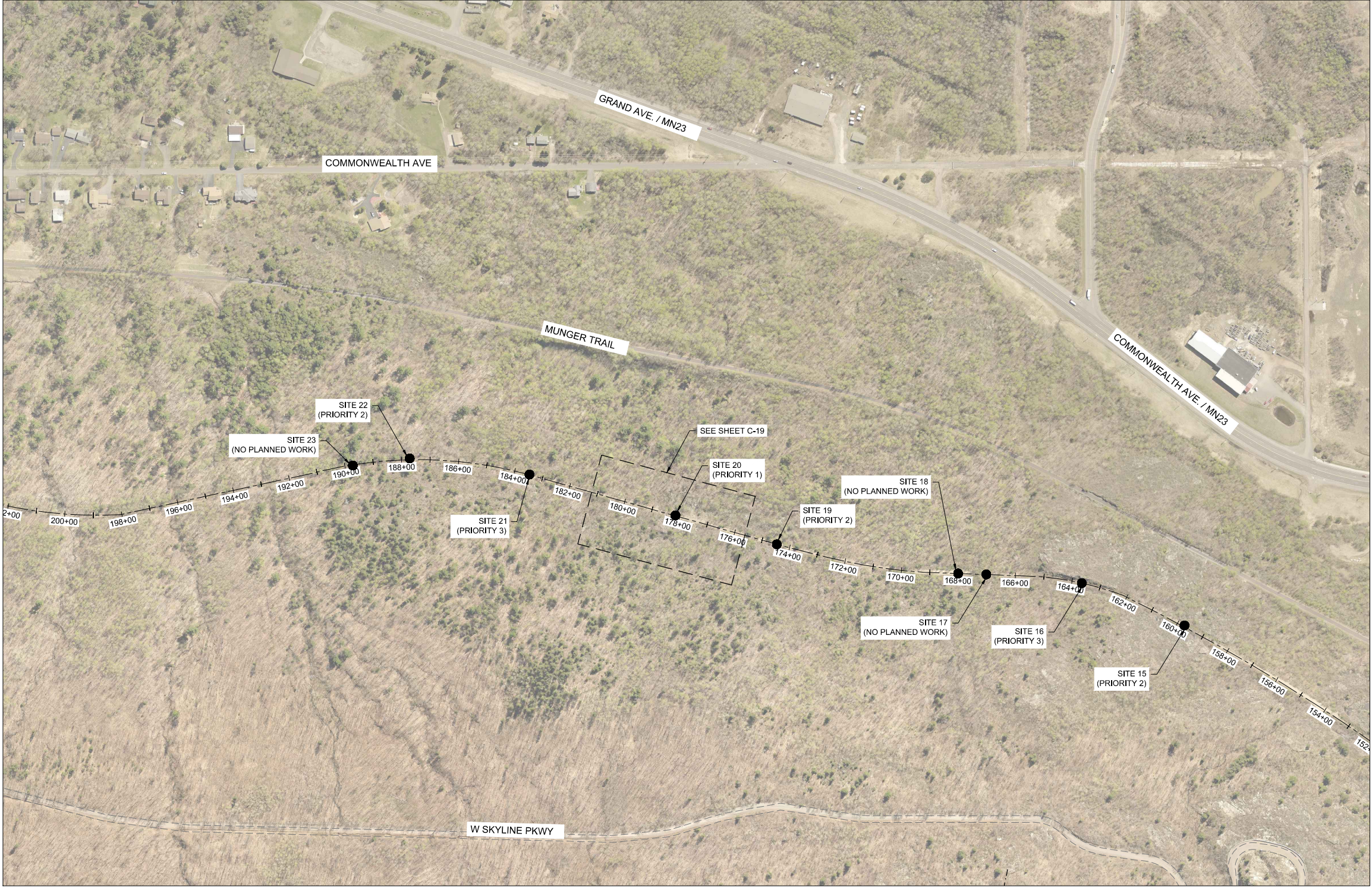
A horizontal scale bar with the text "SCALE IN FEET" centered below it. The bar has tick marks at 0, 200, and 400 feet. There are 10 small tick marks between 0 and 200, and 10 small tick marks between 200 and 400.

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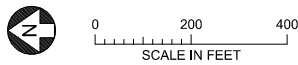


CADD USER: Bryce R. Hansen FILE: I:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-13.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 11:57 AM  
BARR M:\AutoCAD 2011\AutoCAD 2011 Support\enu\Template\Bar\_2011\_Template.dwg Plt at 1 10/05/2010 14:03:50

MATCHLINE SEE SHEET C-14



MATCHLINE SEE SHEET C-12



ISSUED FOR  
BID

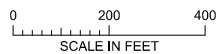
					I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.					CLIENT BID CONSTRUCTION		01/10 03/13																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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This aerial map illustrates a park area with various trails and sites. The map includes the following labels and features:

- Trails:** W SKYLINE PKWY, SUPERIOR HIKING TRAIL, MUNGER TRAIL, CLYDE CONNECTOR APPROVED ACCESS ROUTE.
- Sites:**
  - SITE 24 (PRIORITY 3)
  - SITE 26 (NO PLANNED WORK)
  - SITE 27 (NO PLANNED WORK)
  - SITE 28
- Access Points:**
  - LIMITED ACCESS (GATE)
  - LIMITED ACCESS (GATE/10T BRIDGE)
  - ACCESS TO ALL SITES BUT SITE 28
  - GATE - RECEIVE KEY FROM CITY OF DULUTH
- Roads:** GOGEBIC ST, 93RD AVE W, GRAND AVE / MN23.
- Stationing:** The map features stationing markers along the trails, ranging from 202+00 to 254+00.

MATCHLINE SEE SHEET C-13



ISSUED FOR  
BID

[illegible]

CADD USER: Bryce R. Hansen FILE: M:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-14.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 11:57 AM

BAR M:\AutoCAD 2011\AutoCAD 2011 Support\enu\Template\Barr\_2011\_Template.dwt Plot at 1 10/05/2010 14:03:50











CADD USER: Bryce R. Hansen FILE: M:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-17.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 12:00 PM  
BARR M:\AutoCAD 2011\AutoCAD 2011 Support\enr\Template\Bar\_2011\_Template.dwg Plot 1 10/05/2010 14:03:50



0 20 40  
SCALE IN FEET

ISSUED FOR  
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										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.										<div><div>CLIENT</div><div>BID</div><div>CONSTRUCTION</div></div> <div><div>01/10</div><div>03/13</div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><d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CADD USER: Bryce R. Hansen FILE: M:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-18.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 12:00 PM  
BARR M AutoCAD 2011 AutoCAD 2011 Support\enu\Template\Bar\_2011\_Template.dwt Plot at 1 10/05/2010 14:03:50

					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.										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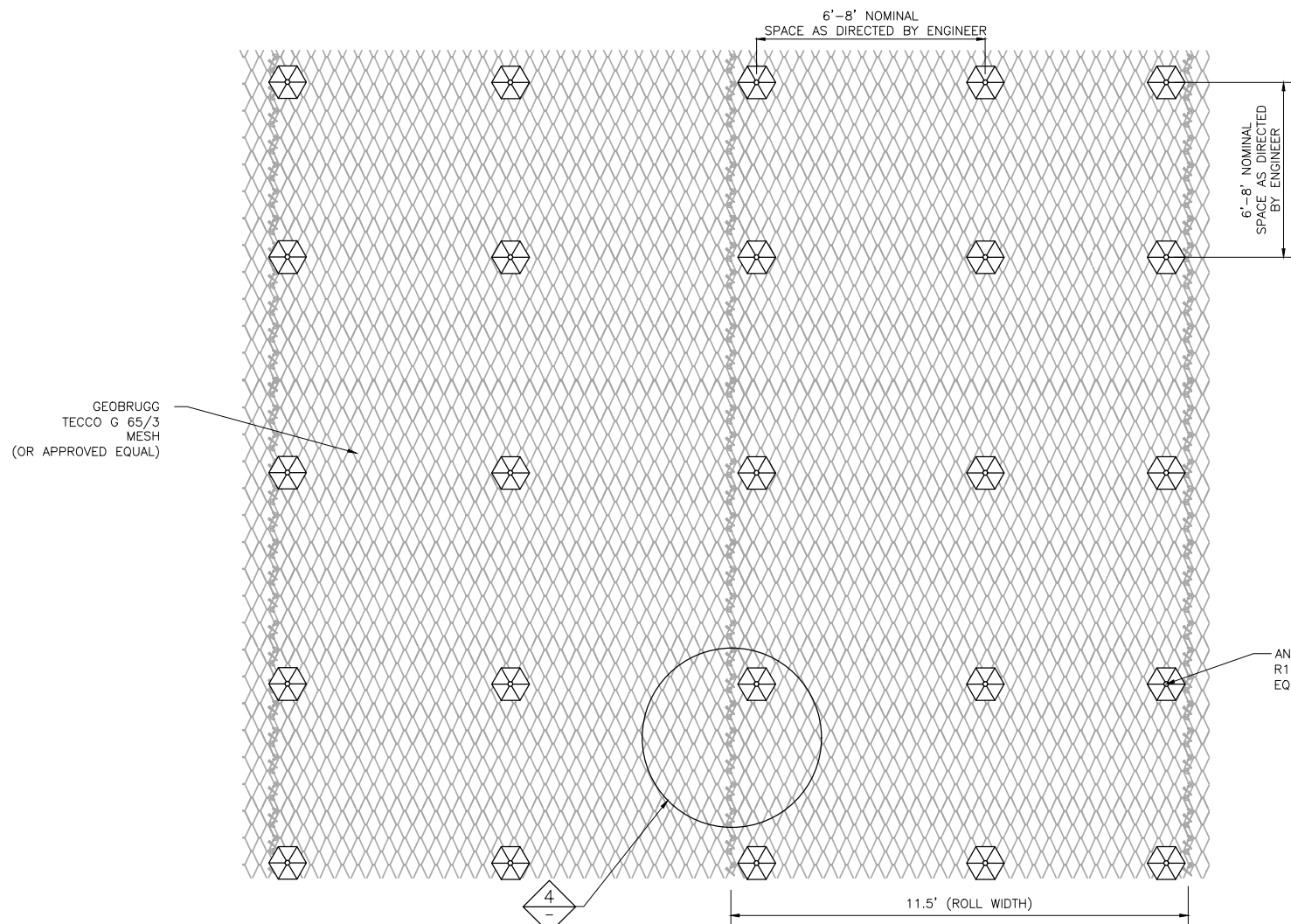






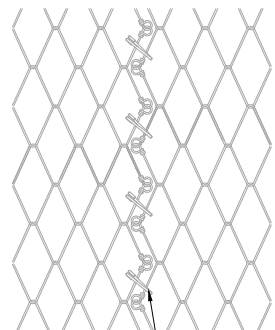


CADD USER: Bryce R. Hansen FILE: I:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-21.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 11:59 AM  
Images in Drawing: M:\Asap\Work\asap\hok\_viz\_760.jpg  
BPR: 100-000000 Design\23691604 Ely's Peak Tunnel\C-21.dwg Pld at 0: 01/15/2020 09:59:07



GEOBRUGG  
TECCO G 65/3  
MESH  
(OR APPROVED EQUAL)

1  
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DETAIL: MESH INSTALLATION  
N.T.S.

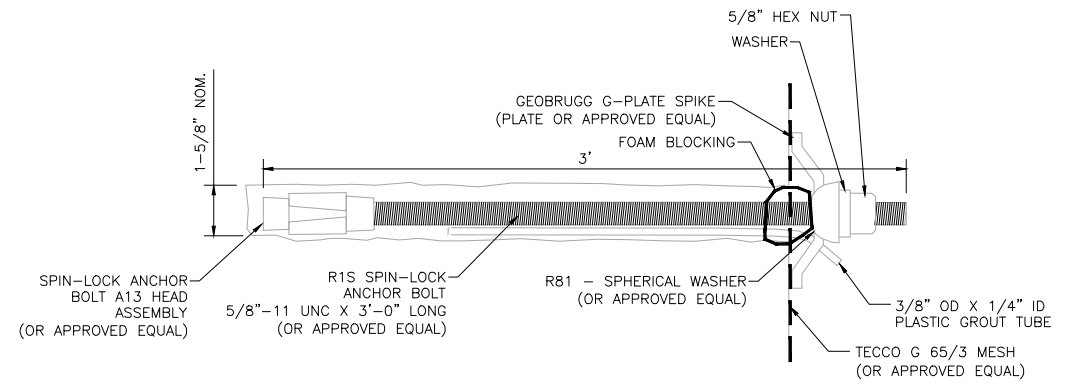


CONNECTION CLIP T3  
(1 CLIP PER DIAMOND)

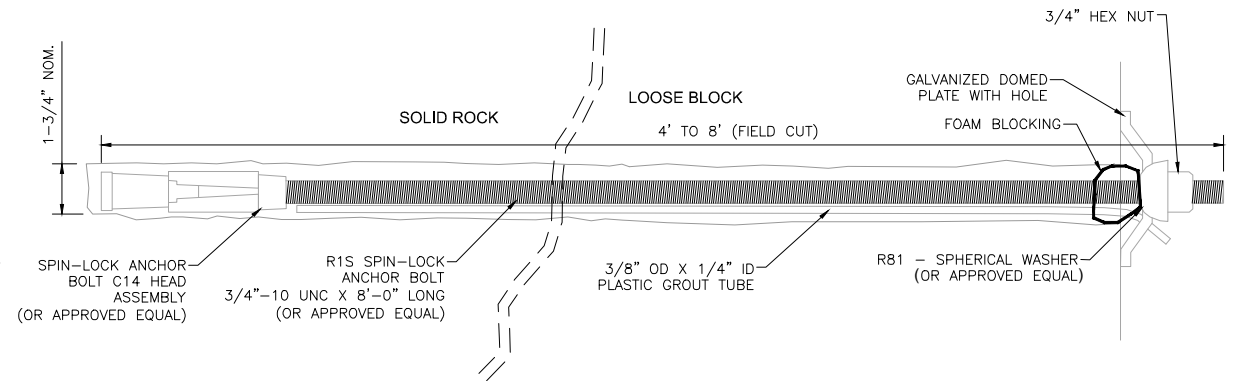
4  
-  
DETAIL: MESH SHEET CONNECTIONS  
N.T.S.



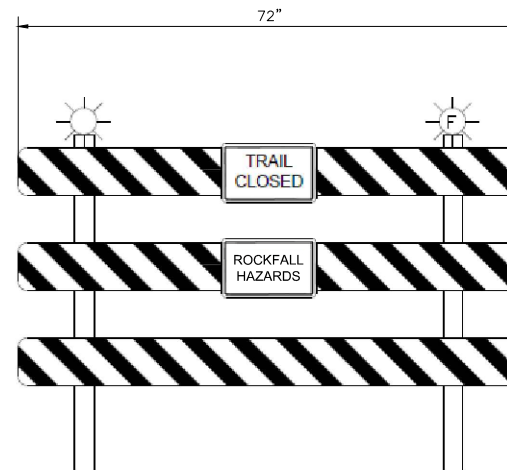
5  
-  
DETAIL: CONNECTION CLIP T3  
N.T.S.



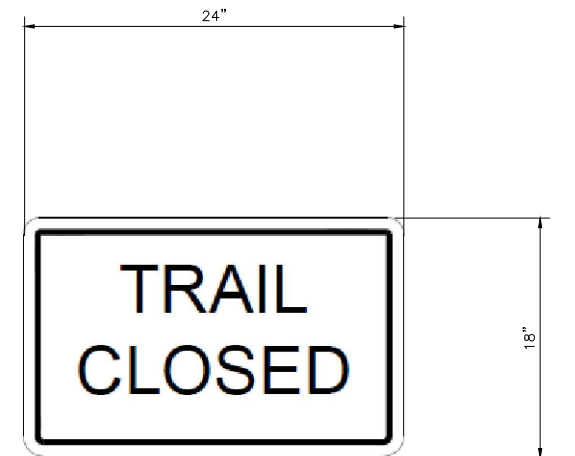
2  
-  
DETAIL: MESH BOLT ASSEMBLY - R1S-A13  
N.T.S.



3  
-  
DETAIL: ROCK BOLT ASSEMBLY R1S-C14  
N.T.S.




6  
-  
DETAIL: TYPE III BARRICADE  
N.T.S.



7  
-  
DETAIL: TYPE R9-9a  
N.T.S.

ISSUED FOR  
BID

					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.					CLIENT		01/10								 Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-632-2277	Project Office: BARR ENGINEERING CO. 325 SOUTH LAKE AVENUE SUITE 700 DULUTH, MN 55802 Ph: 1-800-786-5830 Fax: (218) 529-8202 www.barr.com	Scale		AS SHOWN	CITY OF DULUTH DULUTH, MN			DWP TRAIL ROCK FALL MITIGATION DULUTH, MN		BARR PROJECT No. 23691604.02		
										BID	02/20								DATE			01/07/2020	CLIENT PROJECT No.									
										CONSTRUCTION												Drawn	GSJ									
															RELEASED TO/FOR	A	B	C	0	1	2	3			Checked	RES	MESH,BOLT, AND SIGNAGE INSTALLATION DETAILS		DWG. No. C-21		REV. No. B	
															DATE RELEASED							Designed	TAD									
																						Approved	TAD									
B	SSW	TAD	TAD	02-20-20	ISSUED FOR BID	PRINTED NAME _____																										
A	BRH	TAD	TAD	01-10-20	ISSUED FOR REVIEW	SIGNATURE _____																										
NO.	BY	CHK.	APP.	DATE	REVISION DESCRIPTION	DATE _____ LICENSE # _____																										

1.1.1.	THESE NOTES AND SPECIFICATIONS ARE COMPLEMENTARY TO THE DRAWINGS AND REPRESENT MINIMUM REQUIREMENTS.
1.1.2.	DO NOT SCALE DRAWINGS
1.1.3.	THE DRAWINGS REPRESENT THE ROCK FALL MITIGATION AREAS AND, EXCEPT WHERE SPECIFICALLY SHOWN DO NOT INDICATE MATERIALS AND EQUIPMENT.
1.1.4.	FOLLOW MANUFACTURERS' INSTRUCTIONS FOR PREPARATION AND INSTALLATION OF MATERIALS AND EQUIPMENT.

1.2.1. CONTRACTOR TO PROVIDE SCALING, ROCK BOLTING, AND MESH INSTALLATION AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND AS DESCRIBED IN THESE CONSTRUCTION DRAWINGS AND SPECIFICATIONS.

1.2.2. THE WORK INCLUDES THE FURNISHING OF ALL LABOR, EQUIPMENT, TOOLS, MACHINERY, MATERIALS, AND OTHER ITEMS REQUIRED FOR THE CONSTRUCTION OF A COMPLETE PROJECT AS SPECIFIED. EQUIPMENT FURNISHED SHALL BE IN SAFE OPERATING CONDITION AND OF ADEQUATE SIZE, CAPACITY, AND CONDITION FOR THE PERFORMANCE OF THE WORK. CONTRACTOR SHALL OBTAIN ALL MEASUREMENTS NECESSARY FOR THE WORK AND SHALL BE RESPONSIBLE FOR ESTABLISHING ALL DIMENSIONS, LEVELS, AND LAYOUT OF THE WORK.

1.2.3. IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO COVER ALL ASPECTS OF THE PROJECT. SHOULD THERE BE SOME ITEM OR ITEMS NOT SHOWN ON THE CONTRACT DRAWINGS OR NOT DESCRIBED IN THESE SPECIFICATIONS WHICH ARE REQUIRED FOR THE WORK, THOSE ITEMS AND THE FURNISHING OF ALL LABOR, MATERIALS, AND EQUIPMENT SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED, UNLESS CONTRACTOR NOTIFIES OWNER PRIOR TO PERFORMING THE WORK.

1.3.1. NOTIFY OWNER OR OWNER'S REPRESENTATIVE IMMEDIATELY IF SITE CONDITIONS OR UTILITIES DIFFER FROM THAT SHOWN IN THESE PLANS.

1.3.2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITY LINES AT THE SITE. THE CONTRACTOR WILL BE REQUIRED PER STATE LAW TO PLACE A ONE-CALL THROUGH THE GOPHER STATE ONE-CALL SYSTEM PRIOR TO WORK BY DIALING 811 WITHIN MINNESOTA OR (651) 454-8388 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.

- 1.4.1. CONTRACTOR IS RESPONSIBLE FOR JOB-SITE CONDITIONS AND SAFETY PROCEDURES AND PROGRAMS. THE REQUIREMENT APPLIES CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS.
- 1.4.2. MEET ALL FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS PERTAINING TO SAFETY.
- 1.4.3. ROCK SCALING, ROCK MESHING, AND INSTALLATION OF ROCK BOLTS WILL BE OCCURRING IN AREAS WHERE PUBLIC RECREATION OCCURS. THE CONTRACTOR IS REQUIRED TO SECURE THE WORK AND ACCESS WAYS TO AND FROM THE WORK, AS WELL AS ALL AREAS AFFECTED BY THE WORK TO PREVENT PUBLIC UNSAFE/UNAUTHORIZED ENTRANCE.
- 1.4.4. THE CONTRACTOR SHALL PROVIDE AND PLACE TRAIL CLOSURE SIGNS TO PREVENT UNSAFE/UNAUTHORIZED PUBLIC ENTRANCE INTO ACTIVE WORK SITES. TRAIL CLOSURE LOCATIONS PRESENTED IN THESE DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY AND FINAL PLACEMENT SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO COMMENCING WORK. THE TRAIL SIGN TYPES PROVIDED ON SHEET C-21 ARE THE MINIMUM REQUIREMENTS.
- 1.4.5. ALL TOOLS, EQUIPMENT, AND PERSONNEL MUST ENTER THE WORK AREA FROM APPROVED ROUTES.

- 1.5.1. THE CONTRACTOR SHALL PROVIDE A RADIO TO THE OWNER'S REPRESENTATIVE FOR DAILY USE TO COMMUNICATE WITH THE CONTRACTOR'S CREW.
- 1.5.2. THE OWNER'S REPRESENTATIVE WILL BE ONSITE FULL TIME FOR ROCK ANCHOR PLACEMENT AND AS NEEDED FOR SCALING AND MESHING ACTIVITIES.
- 1.5.3. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR THE REMOVAL OF ALL ROCK AND DEBRIS FROM WITHIN THE TRAIL ALIGNMENT FOLLOWING COMPLETION OF WORK.

1.6.1.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND EQUIPMENT NEEDED TO SAFELY AND EFFECTIVELY EXECUTE THE WORK.
1.6.2.	THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A POWER GENERATION SOURCE FOR THEIR USE. GENERATORS MAY NOT BE OPERATED IN THE TUNNEL OR ANY ENCLOSED STRUCTURE WITHOUT APPROPRIATE VENTILATION.
1.6.3.	THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NEEDED LIGHTING FOR SAFE EXECUTION OF THE WORK.
1.6.4.	DUST MANAGEMENT USING CUTTING COLLECTION, WATER, OR OTHER METHODS MAY NEED TO BE EMPLOYED BY THE CONTRACTOR TO MANAGE DUST GENERATION.

1.7.1. CONTRACTOR SHALL SUBMIT A LIST OF MATERIALS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE 15 DAYS BEFORE MOBILIZING TO BEGIN WORK.

1.7.2. THE CONTRACTOR SHALL SUBMIT TO THE CITY OF DULUTH A COMPLETE SUMMARY OF CONTRACTOR STAFF HOURS WORKING ONSITE, CONTRACTOR EQUIPMENT USED DURING THE SHIFT, AND A SUMMARY OF THE WORK COMPLETED DURING EACH SHIFT. THIS REPORT SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE WITHIN 2 HOURS OF THE COMPLETION OF THE SHIFT.

1.7.3. THE CONTRACTOR SHALL SUBMIT A PROJECT WORK PLAN DESCRIBING THE FOLLOWING TASKS: SAFELY ACCESSING WORK AREAS, SCALING, ROCK BOLT INSTALLATION, MESH INSTALLATION, AND ANY OTHER ACTIVITY THAT MAY BE PERFORMED DURING THIS WORK.

- 1.8.1. MOBILIZATION SHALL CONSIST OF, BUT IS NOT LIMITED TO, FURNISHING ALL SUPERVISION, LABOR, EQUIPMENT, AND MATERIALS AND PERFORMING ALL OPERATIONS NECESSARY TO:
  - 1.8.1.1. MOVE (MOBILIZE) PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE.
  - 1.8.1.2. PERFORM ALL PREPARATIONS NECESSARY TO COMMENCE PERFORMANCE OF THE WORK.
  - 1.8.1.3. EXECUTE ALL WORK THAT MUST BE PERFORMED BEFORE BEGINNING WORK ON THE VARIOUS ITEMS DESCRIBED ELSEWHERE IN THESE SPECIFICATIONS.
  - 1.8.1.4. PROVIDE TEMPORARY UTILITIES.
  - 1.8.1.5. FURNISH ALL INSURANCE REQUIRED SPECIFICALLY FOR THIS PROJECT PER REQUIREMENTS OF THE OWNER.
  - 1.8.1.6. PROVIDE ONSITE SUPERINTENDENT TO COORDINATE CONSTRUCTION ACTIVITIES THROUGHOUT DURATION OF PROJECT.
  - 1.8.1.7. PERFORM PROJECT COORDINATION, PROVIDE UPDATES, AND ATTEND PROJECT CONFERENCES AND MEETINGS.
  - 1.8.1.8. PROVIDE ON-SITE HEALTH AND SAFETY REQUIREMENTS.
  - 1.8.1.9. OBTAIN ALL PERMITS REQUIRED SPECIFICALLY FOR THIS WORK.
  - 1.8.1.10. MAINTAIN A CLEAN AND ORDERLY WORK SITE ON A DAILY BASIS THROUGHOUT THE DURATION OF THE PROJECT.
  - 1.8.1.11. REMOVE (DEMobilize) ALL EQUIPMENT, TEMPORARY UTILITIES, ETC. FROM THE PROJECT SITE AFTER IT IS NO LONGER NECESSARY.

2.1.1. THIS SECTION OF THE SPECIFICATIONS DESCRIBES THE MEASUREMENT AND PAYMENT FOR THE WORK TO BE DONE UNDER THE ITEMS LISTED ON THE BID FORM.

2.1.2. EACH UNIT OR LUMP SUM PRICE STATED ON THE BID FORM SHALL CONSTITUTE FULL COMPENSATION AS HEREIN SPECIFIED FOR EACH ITEM OF WORK COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS INCLUDING CONTRACT DRAWINGS AND SPECIFICATIONS.

2.1.3. 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 PRICES OR UNIT LUMP SUM PRICES QUOTED ON THE BID FORM. ALL WORK NOT SPECIFICALLY SET FORTH AS A SEPARATE BID ITEM HEREIN SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION OF CONTRACTOR AND ALL COSTS IN CONNECTION THEREWITH SHALL BE INCLUDED IN THE AMOUNTS AND PRICES SUBMITTED ON THE BID FORM. THE PRICE ON THE BID FORM SHALL INCLUDE ALL WORK NECESSARY TO MAKE ALL OF THE WORK COME TOGETHER INCLUDING ALL CONNECTIONS (IF ANY) BETWEEN THE VARIOUS PARTS OF THE WORK.

2.2.1. ALL ESTIMATED QUANTITIES FOR UNIT PRICE ITEMS IN THE BID FORM ARE APPROXIMATE AND ARE TO BE USED ONLY AS A BASIS FOR DETERMINING THE INITIAL CONTRACT PRICE. THE ACTUAL AMOUNT OF WORK TO BE DONE OR MATERIALS TO BE FURNISHED UNDER THE UNIT PRICE ITEMS MAY DIFFER FROM THE ESTIMATED QUANTITIES. THE BASIS OF PAYMENT FOR WORK OR MATERIALS FURNISHED OR PLACED WILL BE THE ACTUAL QUANTITIES OF WORK PERFORMED OR MATERIAL FURNISHED AND PLACED. CONTRACTOR AGREES TO MAKE NO CLAIM FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE DUE TO ANY DIFFERENCE BETWEEN THE QUANTITIES OF WORK ACTUALLY PERFORMED OR MATERIALS FURNISHED AND PLACED AND THE ESTIMATED QUANTITIES INCLUDED IN THE BID FORM.

2.3.1. PAYMENT FOR ALL WORK SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ELSEWHERE IN CONTRACT DOCUMENTS AND CONTRACTOR'S BID PRICES SET FORTH IN CONTRACTOR'S COMPLETED BID FORM. THE BID ITEMS SET FORTH IN THE BID FORM SUBDIVIDE THE PROJECT FOR PURPOSES OF MEASUREMENT AND PAYMENT ONLY, AND ARE INTENDED TO REPRESENT THE ENTIRE AND COMPLETE PROJECT AS SET FORTH IN THE CONTRACT DOCUMENTS. THE BID ITEMS SET FORTH IN THE BID FORM SHALL CONSTITUTE FULL COMPENSATION TO CONTRACTOR FOR PROVIDING ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS AND SUPPLIES, AND OVERHEAD AND PROFIT TO COMPLETE THE WORK IN COMPLETE ACCORDANCE WITH THE CONTRACT DOCUMENTS.

2.5.5.1. METHOD OF MEASUREMENT: MOBILIZATION/DEMOBILIZATION WILL BE MEASURED ON THE BASIS OF A SINGLE LUMP SUM UNIT. PAYMENT WILL BE MADE AT THE COMPLETION OF MOBILIZATION. NO SEPARATE PAYMENT WILL BE MADE FOR DEMOBILIZING.

2.5.8.2. BASIS OF PAYMENT: THE CONTRACTOR WILL BE PAID IN FULL FOR FURNISHING ALL LABOR, EQUIPMENT, AND MATERIALS, AND PERFORMING ALL OPERATIONS FOR INSTALLING WIRE MESH AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE.

REV. No.

Scale	AS SHOWN
Date	01/07/2020
Drawn	GSI
Checked	RES
Designed	TAD
Approved	TAD

**BARR**

Corporate Headquarters:  
Minneapolis, Minnesota  
Ph: 1-800-632-2277

Project Office:  
BARR ENGINEERING CO.  
325 SOUTH LAKE AVENUE  
SUITE 700  
DULUTH, MN 55802  
Ph: 1-800-786-5830  
Fax: (218) 529-8202  
[www.barr.com](http://www.barr.com)

CLIENT	01/10						
BID		02/20					
CONSTRUCTION							
RELEASED TO/FOR	A	B	C	0	1	2	3
	DATE RELEASED						

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.

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ LICENSE # \_\_\_\_\_

ISSUED FOR BID	
ISSUED FOR REVIEW	
	REVISION DESCRIPTION

B	SSW	TAD	TAD	02-20-20
A	BRH	TAD	TAD	01-10-20
NO.	BY	CHK.	APP.	DATE

### 3. ROCK SCALING AND CLEARING

### 3.1. GENERAL

- 3.1.1. THE CONTRACTOR SHALL REMOVE LOOSE ROCK, SOIL, AND TREES FROM THE AREAS INDICATED IN THE DRAWINGS OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- 3.1.2. THE CONTRACTOR SHALL MINIMIZE SCALING AND DAMAGE, TO THE EXTENT POSSIBLE, TO THE EXISTING ROCK CLIMBING AREAS INDICATED ON THE DRAWINGS. THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE PRESENT DURING ROCK SCALING NEAR CLIMBING ROUTES SHOWN ON THE PLANS.
- 3.1.3. ROCK SCALING SHALL BE PERFORMED WITH SCALING BARS, AIR PILLOWS, HAND DRILLS, SPLITTERS, PORTABLE HYDRAULIC WEDGES, AND OTHER MECHANICAL OR HAND TOOLS, AS REQUIRED FOR THE WORK.
- 3.1.4. CUT ALL TREES AS DIRECTED BY THE OWNER'S REPRESENTATIVE NEAR THE SURFACE .
- 3.1.5. THE CONTRACTOR SHALL RECORD AREAS OF SIGNIFICANT ROCK SCALING BY INDICATING THE ZONE OF THE SCALING WITH REFERENCE PAINT AND A GENERAL DESCRIPTION OF THE AREA IN WHICH SCALING WAS CONDUCTED IN THEIR NOTES. LOCATION OF EXCESSIVE SCALING IN THE TUNNEL SHALL INDICATE WHICH AREAS OF THE RIBS AND BACK REQUIRE EXCESSIVE EFFORT.
- 3.1.6. CONTRACTOR SHALL PERFORM ROCK SCALING AT PRIORITY 1 SITES BEFORE PERFORMING ROCK SCALING AT PRIORITY 2 AND PRIORITY 3 SITES OR AS DIRECTED BY OWNER OR OWNER'S REPRESENTATIVE.

#### 4. ROCK BOLTS

#### 4.1. GENERAL

4.1.1. THE DRILLER SHALL KEEP A RECORD OF THE DRILLING CONDITIONS ENCOUNTERED WHEN DRILLING HOLES TO AID IN DETERMINATION OF THE NECESSARY ROCK BOLT LENGTH.

4.1.2. ROCK BOLTING SHALL BE PERFORMED FOLLOWING ALL ROCK SCALING ACTIVITIES AS DIRECTED BY OWNER'S REPRESENTATIVE.

## 4.2. MATERIALS

4.2.1. ROCK BOLT ASSEMBLIES AND ACCESSORIES SHALL BE WILLIAMS FORM , OR APPROVED EQUIVALENT. SPECIFIC PRODUCTS, PART NUMBERS, SIZES, AND ESTIMATED QUANTITIES ARE DENOTED IN THE ESTIMATED BILL OF MATERIALS AND DETAILS.

4.2.2. 5/8" DIAMETER ANCHOR BOLT ASSEMBLY SHALL HAVE A MINIMUM MAXIMUM WORK LOAD TO YIELD OF 20.8 KIPS AND A MINIMUM AVERAGE ULTIMATE STRENGTH OF 27.1 KIPS.

4.2.3. 3/4" DIAMETER ANCHOR BOLT ASSEMBLY SHALL HAVE A MINIMUM MAXIMUM WORK LOAD TO YIELD OF 30.7 KIPS AND A MINIMUM AVERAGE ULTIMATE STRENGTH OF 40.1 KIPS.

4.2.4. ROCK BOLTS AND ACCESSORIES TO BE HOT DIP GALVANIZED.

### 4.3. INSTALLATION

- 4.3.1. ALL DRILLED ANCHOR HOLES SHALL BE FLUSHED OF DRILL CUTTINGS AND DUST WITH EITHER HIGH PRESSURE AIR OR WATER PRIOR TO ANCHOR INSTALLATION.
- 4.3.2. ALL ANCHORS SHALL BE TENSIONED TO THE MANUFACTURER'S MINIMUM FORCE TO ENSURE THE MECHANICAL ANCHOR HAS EFFECTIVELY BEEN DEPLOYED AND IS SEATED.
- 4.3.3. ALL ROCK ANCHORS ARE TO BE INSTALLED NORMAL TO THE TUNNEL OR ROCK FACE, OR AS NEAR 90 DEGREES AS PRACTICAL.
- 4.3.4. ONCE THE ROCK BOLT HOLE LENGTH HAS BEEN DETERMINED BY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR, THE CONTRACTOR SHALL CUT THE RS1 ROCK BOLTS OR APPROVED EQUAL TO LENGTH AND REPAIR THE BOLT THREADS AT THE LOCATION OF THE CUT. THE ROCK ANCHOR SHALL BE INSTALLED PER THE MANUFACTURER'S DIRECTIONS.
- 4.3.5. ROCK BOLTS SHALL EXTEND NO MORE THAN 1 INCH BEYOND THE NUT. ROCK BOLTS SHALL PROJECT NO LESS THAN ¾ INCH BEYOND THE TOP OF THE NUT.
- 4.3.6. EACH ROCK BOLT SHALL BE ASSIGNED A UNIQUE IDENTIFICATION NUMBER AND ALL RECORDS OF DRILLING, HOLE PREPARATION, ANCHOR BOLT PLACEMENT, AND BOLT TORQUEING SHALL BE MAINTAINED FOR EACH BOLT. THE ANCHOR PLATE SHALL BE MARKED WITH THE ANCHOR NUMBER.
- 4.3.7. THE CONTRACTOR SHALL INSTALL THE PROVIDED PLASTIC GROUT PIPE AND PLACE BLOCKING SEALANT TO ALLOW FUTURE GROUTING OF THE ROCK BOLT BY OTHERS. THE CONTRACTOR SHALL PROVIDE THE BLOCKING SEALANT.
- 4.3.8. THE ROCK ANCHOR PLATE SHALL BE ORIENTED SUCH THAT IT ALLOWS GOOD CONTACT WITH THE ROCK MASS AT THE LOCATION OF THE BOLT PLACEMENT.

4.3.9. THE SPHERICAL WASHER SHALL BE PLACED OVER THE BOLT AND INTO THE SEAT OF THE ANCHOR PLATE, AND THE NUT SHALL BE APPLIED AND TORQUED TO SEAT THE MECHANICAL ANCHOR. THE ANCHOR SHALL BE TORQUED TO THE MANUFACTURER'S RECOMMENDATIONS.

4.3.10. ALL CUT PORTIONS OR DAMAGED GALVANIZATION SHALL BE COLD GALVANIZED BY THE CONTRACTOR. THE COLD GALVANIZATION SHALL BE PROVIDED BY THE CONTRACTOR.

4.3.11. ALL ANCHOR PLATES, WASHERS, NUTS, AND BARS SHALL BE PAINTED WITH OWNER APPROVED COLOR PAINT TO MATCH SURROUNDING COLORATION OF ROCK.

## 5. HIGH TENSILE STRENGTH WIRE MESH

## 5.1. GENERAL

5.1.1. WIRE MESH LOCATIONS WILL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN CONSULTATION WITH THE OWNER AND THE CONTRACTOR AFTER SCALING HAS BEEN COMPLETED.

## 5.2. MATERIALS

- 5.2.1. MATERIALS FOR THE HIGH TENSILE STRENGTH WIRE MESH WILL CONSIST OF G65/3 TECCO SYSTEM OR APPROVED EQUIVALENT.
- 5.2.2. ALL COMPONENTS SHALL BE GALVANIZED, UNLESS APPROVED OTHERWISE.
- 5.2.3. THE MESH SHALL BE WOVEN CONSTRUCTION AND BE A HOMOGENOUS MESH CONSISTING OF ONLY ONE TYPE OF WIRE. THE MESH SHALL BE MADE WITH A MINIMUM 0.118 INCH (3 MM) DIAMETER WIRE, AND THE ENDS OF EACH WIRE SHALL BE FORMED INTO A LOOP AND TWISTED. THE LOOPS OF THE WIRE MESH SHALL BE FASTENED TOGETHER TO PREVENT UNRAVELING OF THE MESH. THE WIRE SHALL BE ALLOYED HIGH STRENGTH CARBON STEEL WIRE WITH A MINIMUM TENSILE STRENGTH OF 2,800 LBS (12.5 KN) IN ACCORDANCE WITH ASTM A1007 (LEVEL 3 DRAWN ZN54L WIRE). IN COMBINATION WITH THE SYSTEM SPIKE PLATE, THE MESH SHALL HAVE A MINIMUM PUNCHING STRENGTH OF 40,000 LBS (180 KN) AND A MINIMUM RESISTANCE AGAINST SLOPE PARALLEL TENSILE STRESS OF 6,700 LBS (30KN). THE WIRE SHALL BE HOT DIP GALVANIZED WITH A ZINC/ALUMINUM COATING FOR LEVEL 3 DRAWN ZN54L WIRE IN ACCORDANCE WITH ASTM A1007.
- 5.2.4. THE SIZE OF THE MESH OPENING SHALL BE A MAXIMUM OF 3.25 INCHES (83 MM) BY 5.6 INCHES (143 MM) (+3%), AND THE DEPTH OF THE MESH SHALL BE A MINIMUM OF 0.4 INCHES (11 MM) (+10%).
- 5.2.5. FOLLOW MANUFACTURERS INSTRUCTIONS FOR INSTALLATION OF CONNECTION CLIPS, SPIKE PLATES, ETC.

### 5.3. INSTALLATION

5.3.1. INSTALLATION SHALL BE ACCORDING TO THE PROJECT PLANS AND THE MANUFACTURERS' WRITTEN INSTALLATION INSTRUCTIONS, NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE SPECIFICATIONS AND THE MANUFACTURERS' INSTRUCTIONS.

5.3.2. WIRE MESH SHALL BE INSTALLED AFTER THE INSTALLATION OF THE ROCK BOLTS.

5.3.3. WIRE MESH SHALL BE PLACED AND TENSIONED TO PREVENT ROCK FALL ABOVE OR WITHIN THE MESH FROM ESCAPING THE MESH.

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[illegible]

CADD USER: Bryce R. Hansen FILE: M:\DESIGN\23691604 ELY'S PEAK TUNNEL\2369160402 C-24.DWG PLOT SCALE: 1:2 PLOT DATE: 2/18/2020 11:56 AM  
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ESTIMATED BILL OF MATERIALS

CONTRACTOR SUPPLIED	PART NUMBER	QUANTITY	UNIT	DESCRIPTION
X	-	3	EACH	100 FOOT TECCO G65/3 (OR APPROVED EQUAL) WIRE MESH ROLL (11.5' WIDE)
X	-	80	EACH	G-PLATE SPIKE PLATE
X	-	XXX	EACH	T3 CLIPS
X	R1S-05-A13-03600-GA	80	EACH	R1S - SOLID HIGH TENSILE SPIN-LOCK ANCHOR BOLT, 5/8"-11 UNC X 3'-0" LONG WITH A13 HEAD ASSEMBLY, HEX NUT, & WASHER (OR APPROVED EQUAL)
X	R81-06-75GA	80	EACH	GALVANIZED R81 - SPHERICAL WASHERS FOR GALVANIZED #6 GRADE 75 BAR (OR APPROVED EQUAL)
X	S6Z-0H-0050S	1	EACH	S6Z - ROCK BOLT SETTING TOOL FOR 5/8" NATIONAL COURSE DIA. ROCK BOLT, RIGHT HAND TAPPED OVERSIZED (OR APPROVED EQUAL)
X	B7S-06-C14-09600-GA	54	EACH	R1S - SOLID HIGH TENSILE SPIN-LOCK ANCHOR BOLT, 3/4"-10 UNC X 8'-0" LONG WITH C14 HEAD ASSEMBLY, HEX NUT, & WASHER (OR APPROVED EQUAL)
X	R81-06-75GA	54	EACH	GALVANIZED R81 - SPHERICAL WASHERS FOR GALVANIZED #6 GRADE 75 BAR (OR APPROVED EQUAL)
X	S2K-A36-GA	54	EACH	GALVANIZED DOME PLATES WITH GROUT HOLE, 3/8" X 6" X 6" WITH 1-1/2" DIA. ROUND HOLE (OR APPROVED EQUAL)
X	S6Z-CH-0060S	1	EACH	S6Z - ROCK BOLT SETTING TOOL FOR 3/4" COIL DIA. ROCK BOLT, RIGHT HAND TAPPED OVERSIZED (OR APPROVED EQUAL)
X	T3P-03-002	500	LIN. FT.	T3P - PLASTIC GROUT TUBE 3/8" O.D. X 1/4" I.D. (OR APPROVED EQUAL)

SCHEDULE OF PROPOSED WORK

SITE NUMBER	PRIORITY	SITE COMMON NAME	SCALING		BOLTING				TECCO			
			WALL SCALING (SF)	OVERHEAD SCALING (SF)	OVERHEAD BOLTS (EACH)	OVERHEAD BOLT LENGTH (FT)	VERTICAL BOLTS (EACH)	BOLT LENGTH (FT)	OVERHEAD AREA (SF)	OVERHEAD ANCHORS (EACH)	SUBVERTICAL AREA (SF)	SUBVERTICAL ANCHORS (EACH)
4A	1	WEST TUNNEL PORTAL	11,670	-	-	-	6	48	-	-	900	20
4B	1	TUNNEL	20,000	9,570	6	36	4	24	1,800	42	-	-
4C	1	EAST TUNNEL PORTAL	16,770	-	-	-	8	64	-	-	900	20
7A	1	NORTH ROCK CUT	3,972	-	-	-	8	64	-	-	-	-
11A	1	BARDON'S PEAK NORTH	16,719	-	-	-	10	80	-	-	-	-
11B	1	BARDON'S PEAK SOUTH	6,850	-	-	-	6	48	-	-	-	-
20	1	ROCK CUT	3,580	-	-	-	4	32	-	-	-	-
5	2	NORTH ROCK CUT	6,000	-	-	-	2	20	-	-	-	-
6A	2	NORTH ROCK CUT	6,780	-	-	-	2	12	-	-	-	-
15A	2	EAST HALF NORTH CUT	7,628	-	-	-	-	-	-	-	-	-
19	2	ROCK CUT	3,350	-	-	-	-	-	-	-	-	-
22	2	ROCK CUT	3,500	-	-	-	-	-	-	-	-	-
28	2	SPIRIT MOUNTAIN NORDIC	640	-	-	-	-	-	-	-	-	-
6B	3	SOUTH ROCK CUT	2,475	-	-	-	-	-	-	-	-	-
16A	3	NORTH	7,590	-	-	-	-	-	-	-	-	-
16B	3	SOUTH	4,000	-	-	-	4	32	-	-	-	-
21	3	ROCK CUT	1,600	-	-	-	-	-	-	-	-	-
24	3	STEWART CREEK BRIDGE	5,000	-	-	-	-	-	-	-	-	-
		ESITMATED QUANTITIES	128,124	9570	6	36	54	424	1800	42	1800	40

ISSUED FOR  
BID

						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.	CLIENT	01/10							 Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-632-2277	Project Office: BARR ENGINEERING CO. 325 SOUTH LAKE AVENUE SUITE 700 DULUTH, MN 55802 Ph: 1-800-786-5830 Fax: (218) 529-8202 www.barr.com	Scale	AS SHOWN	CITY OF DULUTH DULUTH, MN	DWP TRAIL ROCK FALL MITIGATION DULUTH, MN	BARR PROJECT No. 23691604.02					
													CLIENT PROJECT No.													
B	SSW	TAD	TAD	02-20-20	ISSUED FOR BID		PRINTED NAME																			
A	BRH	TAD	TAD	01-10-20	ISSUED FOR REVIEW		SIGNATURE																			
NO.	BY	CHK.	APP.	DATE	REVISION DESCRIPTION	DATE																DWG. No. C-24	REV. No. B			

**CITY OF DULUTH  
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

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## 101. DEFINITIONS

Except as specifically provided herein, the following meanings shall be given to the terms defined below:

- a. Addenda (Addendum). A document listing any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective bidders prior to the bid submission deadline.
- b. Architect. The architect or engineer licensed to practice architecture or engineering and to serve the City with architectural or engineering services, or their authorized representative or successor.
- c. Change Order. A written order from the City to the Contractor, issued after execution of the Contract, which authorizes and directs a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- d. City. The City of Duluth, Minnesota, a municipal body, acting through the Project Manager or other person(s) duly authorized to act on behalf of the City of Duluth for the purpose of administering the Project.
- e. Contract. The agreement executed by the City, between the City and the Contractor, of which these GENERAL CONDITIONS form a part.
- f. Contractor. An entity, whether public or private, which furnishes to the City, products, services or supplies (other than standard commercial supplies, office space or printing services).
- g. Contract Documents. Includes the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions – Part I, Supplemental Conditions – Part II, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), and all requested submittals such as Certificate of Insurance, performance and payment bonds, EEO Affirmative Action Policy Statement & Compliance Certificate, Certificate of Non-Collusion, etc., whether the Contract Documents are paper, electronic or other medium.
- h. Contract Time. The period of time allotted in the Contract for completion of the Work.
- i. Date of Commencement of Work. The date established in a notice to proceed issued by the City to the Contractor.
- j. Date of Substantial Completion of the Work. The date certified by the City when construction is sufficiently complete, in accordance with the Contract, so the City may occupy the Work for the use for which it is intended.
- k. Day. The term as used herein shall mean calendar day.
- l. Drawings. The graphic and pictorial portions of the Contract Documents which show the design, location and dimensions of the Work.
- m. Field Order. A written interpretation necessary for the proper execution of the Work, in the form of drawings or other instructions issued to the Contractor by the City or the Architect.
- n. Project. 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.
- o. Project Location. The area available to the Contractor for use in performing the Work, as defined on the plans.
- p. Project Manager. For purposes of these General Conditions, the term “project manager” shall mean the delegated representative of the City denominated in Section 102, Communications, who has the responsibility for administering the Project.
- q. Specifications. Written requirements of the Work which may include materials, equipment, systems, standards or workmanship for the Work.
- r. Subcontractor. 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.
- s. Technical Specifications. That part of the Contract Documents which describes, outlines and

stipulates the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the Work to be performed under this Contract.

- t. Work. 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.

## 102. COMMUNICATIONS

Unless otherwise expressly provided herein, all notices, demands, requests, instructions, approvals, and claims must be in writing addressed to the City of Duluth, to the attention of the Project Manager and Architect as follows:

CITY	Jim Shoberg City of Duluth 1532 West Michigan Street Duluth, MN 55806
ARCHITECT	Robert Stempihar Barr Engineering Co 325 S. Lake Ave., Ste. 700 Duluth, MN 55802

Unless otherwise expressly provided herein, any notice to or demand upon the contractor must be in writing addressed to the Contractor as follows:

CONTRACTOR	Contractor Company Name Address City, State ZIP
------------	--

Notice provided to the parties shall be sufficiently given if delivered by nationally recognized commercial overnight delivery service or mailed by registered or certified mail, postage prepaid and return receipt requested, at the addresses set forth above or at such other address as such party may from time to time designate in a written notice to the other party.

Any such notice shall be deemed to have been given as of the time of actual delivery.

This section does not apply to decisions given pursuant to Section 121, Shop Drawings.

## 103. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual who provides personal superintendence to the Work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Architect, on the Work at all times during working hours with full authority to act on the Contractor's behalf. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the Work.
- b. The Contractor shall lay out its own Work and shall be responsible for all such Work executed under the Contract. Before starting Work, the Contractor shall locate all general reference points and take such steps as necessary to prevent their dislocation or destruction. If disturbed or destroyed, the Contractor shall replace as directed. The prime contractor shall lay out Work, and be responsible for its accuracy. The Contractor shall verify all figures and elevations before proceeding with the Work and will be held responsible for any error resulting from the failure to do so. All Work shall be coordinated with the City.

#### **104. PERMITS**

- a. Required permits shall be secured and paid for by the prime contractor.
- b. All Work and materials are to comply in every respect with the Building Code and all associated laws and ordinances, regulations, any applicable grant requirements, and the directions of the inspectors of buildings and other proper officials of the area in which the Work is to be constructed. Such laws, regulations, any applicable grant requirements, and directions are to be considered as part of this specification.

#### **105. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any Subcontractor, or permit any Subcontractor to perform any Work included in this contract unless and until the Contractor provides the City with a sufficient First Tier Subcontractors List and accompanying signed statement under oath from each Subcontractor confirming compliance with the Responsible Contractor Criteria under Minnesota law, Minn. Stat. §16C.285 or its successor, using substantially the form attached hereto.
- b. The City shall have the right to disapprove a proposed Subcontractor if, in its reasoned discretion, there is cause to disapprove such Subcontractor. For purposes of this provision, "cause" is a determination based upon an evaluation of the ability of the Subcontractor to perform the Subcontract in conformance with the plans and specifications, including but not limited to, the Subcontractor's past performance, capacity to perform the Work, or ability to meet the Responsible Contractor Criteria.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as for the acts and omissions of persons directly employed by the Contractor.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each Subcontractor with the applicable provisions of this Contract.
- e. Nothing contained in this Contract shall create any contractual relationship between the Subcontractor and the City.

#### **106. OTHER CONTRACTS**

The City may award, or may have awarded, other contracts for additional Work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own Work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of Work by any other Contractor as scheduled.

#### **107. FITTING AND COORDINATION OF THE WORK**

- a. The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract, and shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their Work to all surrounding Work.
- b. Each Subcontractor shall inspect the surfaces over which its Work will be installed prior to starting Work. Each Subcontractor shall present notice of unacceptable surfaces to the prime contractor, who shall correct same in a manner acceptable to the City. Subcontractor's start of Work denotes acceptance of surfaces and acceptance of responsibility for acceptable final results.

#### **108. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the contract documents and technical specifications, the prime contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power,

transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract, and to deliver all improvements embraced in this contract for site preparation complete in every respect within the specified time.

#### **109. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the City on account of damage alleged to have been so sustained, the City shall notify this Contractor, who shall defend at its own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### **110. PROGRESS SCHEDULE**

Immediately after execution of the Contract, the Contractor shall submit for approval a carefully prepared Progress Schedule, showing the proposed start and completion dates of each of the various sections of the Work, the anticipated monthly payments to become due the Contractor and the accumulated percent of progress each month. The Schedule shall not exceed the current time limits under the Contract Documents. The Schedule may be revised at appropriate intervals as required by the conditions of the Work and the Project.

#### **111. PAYMENTS**

##### **a. Partial Payments.**

- 1) At least once per month at regular intervals, the Contractor shall prepare a request for payment and submit it to the Project Manager for approval. Certified payrolls shall accompany all requests for payment. The amount of the payment due the Contractor shall be determined by adding to the total value of Work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, this sum to be retained until substantial completion and (2) the amount of all previous payments. The total value of the Work completed to date shall be based on the estimated quantities of Work completed and on the unit prices contained in the agreement. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the Contractor to expedite the Work of construction. The Contractor shall be responsible for the care and protection of all materials and Work upon which payments have been made until final acceptance of such Work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.
- 3) Per MN Statute 2018, Section 15.72, Subd 2, after substantial completion, the City may withhold as retainage no more than (1) 250% of the cost to correct or complete work known at the time of substantial completion; and (2) one percent (1 %) of the value of the contract or \$500, whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractor, including, but not limited to, operation manuals, payroll documents for prevailing wage requirements, and the withholding exemption certificate required by section 270C.66.

##### **b. Final Payment.**

- 1) After final inspection and acceptance by the Architect and the City of all Work under the Contract, the Contractor shall prepare a request for final payment which shall be based upon

the carefully measured and computed quantity of each item of Work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of the contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 117, Disputes.

- 2) The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any Work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
  - 3) The Contractor and all of its Subcontractors shall comply with Minnesota Statutes, § 290.92 or its successor. Pursuant to Minnesota Statutes, §290.97, the City will not issue final payment to the Contractor prior to receipt of an "Affidavit for Obtaining Final Settlement of Contractor with the State of Minnesota and Any of Its Political or Governmental Subdivisions" (Form IC-134) from the Contractor and from each of the Contractor's Subcontractors (if any). The Contractor and Subcontractors shall submit to the City original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the Contractor to ensure that all of the affidavits herein required are submitted to the owner.
- c. Withholding Payments. The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and, if it so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for Work performed or material furnished by them, including liquidated damages, if any. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
- d. Payments Subject to Submission of Certificates. Each payment to the Contractor by the City shall be made subject to submissions by the Contractor of all written certifications required of the Contractor and its Subcontractors.

## **112. CHANGES IN THE WORK**

- a. The City may make changes in the scope of Work required to be performed by the Contractor under the Contract without invalidating the Contract, and without relieving the Contractor from any of its obligations under the Contract or any guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All changes in the Scope of Work, whether or not the change increases or decreases the total Contract Price, shall require a Change Order and such Work shall be executed under the terms of the original Contract unless expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless authorized in writing by a Change Order approved by the City. No claim for an adjustment of the Contract Price will be valid unless so authorized.

- c. If a Change Order is requested by either party, the Party requesting the Change Order shall prepare the written Change Order and the Contractor shall prepare and provide to City an itemized proposal stating the increase or decrease in the cost of each of the proposed changes to the Work involved in the Change Order and the net total change in the cost of the Change Order calculated as provided for in Subparagraph d. below, after which the procedure shall be as follows:
  - 1) If the Architect is providing Construction Supervision services to the Project, the proposed Change Order shall be presented to the Architect for his or her review and, if deemed appropriate, approval.
  - 2) If the proposed Change Order is approved by the Architect pursuant to Sub-subparagraph 1) above or if Construction Administration services are being performed by the Project Manager, the proposed Change Order shall be provided to the Project Manager for his or her review and approval.
  - 3) If the Change Order is so approved, the City will execute the Change Order in accordance therewith for acceptance by the Contractor.
  - 4) If the Change Order is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the Work. The Contractor shall proceed with the Work but may preserve its right to challenge the Change in Work by promptly notifying the City that it is proceeding with the Work under protest. The parties shall then proceed in accordance with Section 117, Disputes, herein.
- d. Changes in the cost of the Contract shall be determined as follows:
  - 1) If the Work being changed is covered in whole or in part by unit prices bid in the Contract, the change in the cost of the Contract as changed by the Change Order shall be determined by application of the unit prices as bid to the changes in the Work.
  - 2) As and to the extent that the change in the Work resulting from the Change Order is not covered by unit prices in the Contract, the change in the Contract price shall be determined by increases or decreases in the Contractor's actual costs for labor or materials or both to implement the Change Order plus a multiplier of ten percent (10%) of such costs; the Contractor shall be required to document its changed costs in a manner reasonably satisfactory to City. The multiplier shall not apply to costs referenced in Sub-subparagraph 1 above.
- e. Each change order shall include in its final form:
  - 1) A detailed description of the change in the Work.
  - 2) The Contractor's proposal (if any).
  - 3) A definite statement as to the resulting change in the Contract price and/or time, if any.
  - 4) The statement that all Work involved in the change shall be performed in accordance with the Contract requirements except as modified by the Change Order.
- f. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, such claims shall be submitted in writing to the City within ten (10) days after receipt of the instructions, and in any event, before proceeding to execute the Work.
- g. Claims for additional compensation for extra Work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data. The survey data must be made prior to the time the original ground was disturbed, and clearly show that errors exist which resulted, or would result, in handling more material, or performing more Work than would be reasonably estimated from the Drawings and maps issued.
- h. Any discrepancies which may be discovered between actual conditions and those represented by the documents shall at once be reported to the City and Work shall not proceed, except at the Contractor's risk, until written instructions have been issued by the City.
- i. If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided above for changes in the Work.

### **113. GENERAL GUARANTY**

Contractor shall be made responsible for proper installation of all items in its contract and shall remedy, free of charge, any defects in material and workmanship and repair all damage resulting, for a period of one year from the date of final acceptance. All systems shall be in operation prior to acceptance. The beginning of the warranty period relating to faulty materials and workmanship will be established by the final acceptance of the Project by the owner. The necessity of partial occupancy of an uncompleted structure by the owner will not alter the warranty period herein defined. All Work under the Contract shall be guaranteed for a period of one (1) year from the date of final acceptance.

- a. Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the Work and pay for any damage to other Work resulting therefrom which subsequently appears. The City will give notice of defective materials and Work with reasonable promptness.
- b. If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with the specifications of the Contract, the Contractor shall correct it promptly upon receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition or Work.

### **114. BREACH OF CONTRACT**

The City may, subject to the Force Majeure provisions of this Contract and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 115, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

### **115. TERMINATION**

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.



#### **116. LIQUIDATED DAMAGES.**

If the Contractor is in breach of this Contract by virtue of failing to complete the Work within the time stipulated in the Contract Documents, including any extensions of time for excusable delays as herein provided, and the City suffers damages as a result thereof, all or any portion of which cannot be reasonably determined as to the amount thereof because of the nature of such damages, the Contractor shall pay to the City to compensate City for such portion of the damages it suffered as a result thereof, the amount of n/a as fixed, agreed, and liquidated damages for each calendar day of delay, until the Work is completed, and the Contractor and its sureties shall be liable to the City for the amount thereof.

#### **117. DISPUTES.**

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra Work, and all claims for alleged breach of contract shall, within ten (10) days of the first event giving rise to the dispute, be presented by the Contractor to the City for decision. Such notice shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the Work as directed by the City. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of the first event giving rise to it, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- b. The Contractor shall submit in detail its claim and proof thereof. Each decision by the City will be in writing as provided for in Section 102, Communications.
- c. If the Contractor does not agree with any decision of the City, it shall in no case allow the dispute to delay the Work but shall notify the City promptly that it is proceeding with the Work under protest and may then except the matter in question from the final release.

#### **118. FORCE MAJEURE**

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

#### **119. TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy on Drawings or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

#### **120. ONE-CALL EXCAVATION NOTICE SYSTEM**

The contractor and all of its Subcontractors shall comply with Minnesota Statutes Chapter 216D., the

Minnesota One-Call Excavation Notice System, if "excavation" as defined in Minnesota Statutes 216D.01., Subdivision 1., is to be performed as a part of this contract. (One-Call contact number: 1- 800-252-1166).

#### **121. SHOP DRAWINGS**

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect or the City, as directed by the City, for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at its own risk, with manufacture or installation of any equipment or Work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the Contract time will be granted by reason of its failure in this respect.
- b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing with the Contractor involves only a minor adjustment in the interest of the City not involving a change in Contract price or time, the Architect may approve the drawing. The approval shall be general, shall not relieve the Contractor from its responsibility for adherence to the Contract or for any error in the drawing, and shall contain in substance the following: "The modification shown of the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

#### **122. REQUEST FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which will be required in the planning and execution of the Work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its Work or to others arising from its failure to comply fully with the provisions of this Section.

#### **123. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as an equal to any particular standard, the City shall decide the question of equality.
- b. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other

materials or articles which it proposes to incorporate in the Work. (See Section 124, Samples, Certificates and Tests)

- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. Any materials and equipment for which Underwriters Laboratories, Inc. (U.L.) standards have been established shall bear the appropriate U. L. label.
- f. The City may require the Contractor to dismiss from the Work such employee or employees as the City may deem incompetent, or careless, or insubordinate.

#### **124. SAMPLES, CERTIFICATES AND TESTS**

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Architect, promptly after award of the Contract. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City or the Architect. Any delay in the Work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Architect or the City in formally approving the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- b. Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City or the Architect will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the Work, the City or the Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the City or the Architect;
  - 2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;
  - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
  - 4) The City will pay for all other testing expenses.

#### **125. RESTRICTED ACCESS**

- a. Contractor shall use and maintain in clean condition the site and building access route(s) as approved by the City. No other access points shall be used.
- b. Contractor and all other persons connected to this project shall use parking areas designated by the City.
- c. Contractor and workers shall not trespass into areas beyond those required to accomplish the Work.
- d. Contractor shall insure that operations do not compromise building safety.

#### **126. CARE OF WORK**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all Work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at its own discretion to prevent such threatened loss or injury, and shall so act. The Contractor shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency Work will be determined by the City as provided in Section 112, Changes in the Work.
- c. The Contractor shall avoid allowing damage to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., during the time the Project Location is within the control of the Contractor, and shall at its own expense completely repair any damage thereto caused by its operations.
- d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party before the commencement of any Work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining structures and their premises.

#### **127. ACCIDENT PREVENTION AND SAFETY**

The following SAFETY provisions shall apply:

- a. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the project site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the project site.
- b. The Contractor shall also perform all of the Work in accordance with applicable Occupational Safety and Health Administration (OSHA) standards.
- c. The Contractor shall provide traffic control meeting Manual on Uniform Traffic Control Devices (MUTCD) standards.
- d. The Contractor shall, at the pre-construction conference, designate a Safety Coordinator who shall be responsible for safety and traffic control management for the Project. The Safety Coordinator

shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall project safety and traffic control management for the Project.

- e. The safety of pedestrians and the traveling public is the Contractor's responsibility.
- f. The Contractor shall provide and maintain sanitary and safety accommodations for the use and protection, health and welfare of the Contractor's employees and suppliers in accordance with the following applicable safety and health codes and regulations:
  - 1) Federal,
  - 2) State,
  - 3) Local, and
  - 4) Other bodies and tribunals having jurisdiction.
- g. The Contractor shall refer to the employee safety and sanitation regulations as specified in 29 CFR 1926, Occupational Safety & Health Administration (OSHA), Construction Industry Standards, MN Statutes Chapter 182; and Minnesota Department of Labor & Industry, OSHA Division, Minnesota Rules Chapters 5205 to 2515 inclusive.
- h. The Contractor shall provide, install, maintain, and remove required safety and health related Equipment and provisions, at no additional extra cost to the City. The safety and health related Equipment and provisions shall comply with the applicable codes and regulations, be in operable condition, and allow City personnel to perform required duties at the appropriate time.
- i. The Contractor shall allow the entry of Federal, State, and local safety and health inspectors to perform inspections or investigations.
- j. The Contractor shall perform construction operations in accordance with applicable laws, regulations and industry standards as specified in this section. The Contractor is responsible for the development, implementation, and enforcement of safety requirements of the Project, regardless of any actions the City may take to help ensure compliance with these requirements.
- k. The Contractor shall conduct operations and perform the Work in a manner that causes the least possible obstruction to traffic. The Contractor shall provide for the safety of the general public and for the residents living beside the Highway.
- l. The Contractor shall provide temporary facilities to allow pedestrian travel over or through obstructions at public walkways and at other locations designated by the Architect. The Contractor shall adequately fence and post conspicuous warning signs around hazardous open excavations or open excavations that contain water.
- m. The Contractor shall notify the local fire and police chiefs to allow time to rearrange routes of emergency vehicles before blockading a street. The Contractor shall keep the local fire and police chiefs informed about the status and removal of street blockades affecting emergency vehicle travel. The Contractor shall not obstruct access to fire hydrants without the approval of the local fire chief.

## **128. USE OF PREMISES**

- a. The Contractor shall be in control of the Project Location, except as provided for in Section 131, Partial Use of Improvements, until such time as the City conducts its final inspection as set forth in Section 132, Final Inspection.
- b. The Contractor shall, periodically or as directed during the progress of the Work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Location and public rights of way reasonable clear.

- c. Contractor shall at all times keep the premises free from accumulation of waste materials caused by its operations. At the completion of the Work, all temporary construction facilities, debris and waste materials shall be removed from the project as well as all tools, construction equipment and surplus materials. The Project Site shall be left in a neat and clean condition. Trash burning on the site of the Work will be subject to prior approval of the City and existing State and local regulations.
- d. Contractor shall restore and replace in a suitable manner all property both public and private which has been damaged or removed in the performance of this contract. The site of the Work is meant to include portions of any and all buildings or structures and adjacent portions of any street, alleys, lawns, sidewalks, driveways, or property used in executing the Work.
- e. If the Contractor fails to clean up, the City may do so and the cost thereof charged to the Contractor.

## **129. INSPECTION**

- a. All materials and workmanship shall be subject to inspection, examination or test by the City or the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective or substandard material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Location and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract or otherwise have the defects remedied or rejected materials removed from the Project Location and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 124, Samples, Certificates and Tests). All tests by the City will be performed in such a manner as not to delay the Work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the City sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent by the City, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the City. Should it be considered necessary or advisable by the City at any time before final acceptance of the entire Work to make an examination of Work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective in any important or essential respect, due to fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 10% to cover superintendence, general expenses and profit, shall be allowed the Contractor and it shall, in addition, if completion of the Work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional Work involved.
- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the Work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or

Work performed not in strict accordance with the Contract.

### **130. REVIEW BY THE CITY**

The City, its authorized representatives and agents, and the Architect, shall, at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to Work will be given to the Contractor only by the City through its authorized representative or agents.

### **131. PARTIAL USE OF IMPROVEMENTS**

The City, at its election, may give notice to the contractor(s) and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the technical specifications, and if in its opinion each such section is reasonably safe, fit, and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the Work by the contractor.
- b. The contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the contractor of its liability due to having used defective materials or to poor workmanship.
- d. The guarantee stipulated in the Section 113, General Guaranty, shall not begin to run until the date of the final acceptance of all Work which the contractor is required to construct under this contract.

### **132. FINAL INSPECTION**

When the Work embraced in this Contract is substantially completed, the Contractor shall notify the City in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

### **133. CORRECTION FOR NON-CONFORMING WORK**

If at any time the Contractor's Work does not comply with the plans and specifications, the Contractor shall remove the non-complying Work and replace it with complying Work and shall bear all costs related thereto.

### **134. INDEMNITY FOR CONTRACTS OVER \$1 MILLION ESTIMATED CONSTRUCTION COSTS**

For contracts with an estimated construction cost exceeding one million (\$1,000,000) dollars, in addition to any indemnification required under Section 6 of the Contract, the Contractor shall purchase insurance as provided in Minnesota Statutes Section 337.05, as most recently amended, for the benefit of the Owner and their agents and employees, which shall compensate them from any loss due to all claims, damages, losses, and expenses, including a minimum coverage of not less than \$2.5 million per claim and \$5 million per occurrence plus an appropriate amount of property damage for the size of the project. Copies of the contract of insurance shall be provided to the Owner and shall name these parties as an Additional Insured.

### **135. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the Work and upon

completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any Work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

### **136. ENVIRONMENTAL CONDITIONS**

It shall be the Contractor's obligation to ensure that in performance of the Work it complies with all applicable Minnesota Pollution Control Agency (MPCA) and Environmental Protection Agency (EPA) requirements that would impact directly or indirectly the Work to be performed subject to the specific directions contained in the Project plans and specifications and the Contractor shall call to the attention of the City any discrepancies that the Contractor becomes aware of between the requirements of those agencies and the plans and specifications.

### **137. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ADDITIONAL CONDITIONS PER STATE OF MINNESOTA GRANT CONTRACT GMRPTC20-02**

- **Invasive Species Prevention**

1. The State (Minnesota Department of Natural Resources, MNDNR) requires grantees (City of Duluth) and subcontractors to take active steps to prevent or limit the introduction, establishment, and spread of invasive species. The grantee and subcontractors shall prevent invasive species from entering into, spreading within, or leaving a project site by cleaning equipment prior to arriving at and leaving the project site.
2. Inspect all equipment, vehicles, gear, or clothing at the project site for soil, aggregate material, mulch, vegetation (including seeds) or animals upon arrival and prior to leaving. If found, it must be removed/cleaned (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
3. When moving materials:
  - a. Do not plant or introduce prohibited or regulated invasive species or other listed invasive species as listed on the DNR website (<http://www.dnr.state.mn.us/invasives/dnrlands.html>) and in the MNDNR's Operational Order 113 Invasive Species List ([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) see page 2).
  - b. Use only mulch, soil, gravel, etc. that is invasive species-free or has a very low likelihood of having invasive species. When possible use certified weed-free products such as weed-free seed or hay.
  - c. Inspect transplanted vegetation for signs of invasive species that may be attached to the vegetation and remove (i.e. other plant material and animals etc).
  - d. Do not move soil or raw wood products that may harbor invasive species from infested sites.
4. Parking, staging areas, and travel routes shall not be within known infestations of invasive species.
5. All equipment and clothing used for work in infested waters shall be adequately decontaminated for invasive species (i.e., zebra mussels) prior to being used in non-infested waters. All equipment and clothing, including, but not limited to, waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- **Publicity**

Any publicity regarding this project must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the contractor individually or jointly with others, or any subcontractors.

- **Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract work can be found at

[http://files.dnr.state.mn.us/natural\\_resources/npc/2014\\_draft\\_pollinator\\_bmp\\_guidelines.pdf](http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf).

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



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

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**Construction Type: Highway and Heavy**

**Region Number: 01**

Counties within region:

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

Effective: 2019-11-04

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

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

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-11-04	31.78	20.27	52.05
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-11-04	31.78	20.27	52.05
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-11-04	24.00	16.96	40.96
104	FLAG PERSON	2019-11-04	31.78	20.27	52.05
105	WATCH PERSON	2019-11-04	28.23	20.02	48.25
106	BLASTER	2019-11-04	32.62	22.43	55.05
107	PIPELAYER (WATER, SEWER AND GAS)	2019-11-04	34.28	20.27	54.55
108	TUNNEL MINER	2019-11-04	31.48	19.32	50.80
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-11-04	32.48	20.27	52.75
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE	2019-11-04	31.78	20.27	52.05

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111                      TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2019-11-04	31.78	20.27	52.05
112                      QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND	2019-11-04	23.78	11.07	34.85



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
202	BOOM TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-11-04	24.00	16.96	40.96
204	OFF-ROAD TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR	2019-11-04	28.36	20.89	49.25

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

## HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

<b>GROUP 2</b>	2019-11-04	38.64	20.50	59.14
	2020-05-01	39.49	21.40	60.89
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)			
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)			
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)			
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
306	GRADER OR MOTOR PATROL			
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)			
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
<b>GROUP 3</b>	2019-11-04	38.09	20.50	58.59
	2020-05-01	38.94	21.40	60.34
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>		2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338	DOPE MACHINE (PIPELINE)			
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)			
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)			
344	FRONT END, SKID STEER OVER 1 TO 5 C YD			
345	GPS REMOTE OPERATING OF EQUIPMENT			
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>		2019-11-04	34.75	20.50	55.25
		2020-05-01	35.60	21.40	57.00
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
<b>GROUP 6</b>		2019-11-04	33.54	20.50	54.04
		2020-05-01	34.39	21.40	55.79
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1</b>		2019-11-04	32.85	19.00	51.85
		2020-05-01	34.60	19.00	53.60
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>		2019-11-04	32.30	19.00	51.30
		2020-05-01	34.05	19.00	53.05
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>		2019-11-04	26.26	18.60	44.86
		2020-05-01	28.01	18.60	46.61
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2019-11-04	31.95	19.00	50.95
		2020-05-01	33.70	19.00	52.70
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2019-11-04	40.31	16.75	57.06
702	BOILERMAKERS	2019-11-04	38.33	27.43	65.76
703	BRICKLAYERS	2019-11-04	32.91	22.82	55.73
704	CARPENTERS	2019-11-04	36.35	22.18	58.53
705	CARPET LAYERS (LINOLEUM)	2019-11-04	32.13	12.85	44.98
706	CEMENT MASONS	2019-11-04	36.10	19.83	55.93
		2020-05-01	38.05	19.83	57.88
707	ELECTRICIANS	2019-11-04	38.44	27.12	65.56
		2020-05-31	40.04	27.84	67.88
711	GROUND PERSON	2019-11-04	32.42	16.23	48.65
		2020-03-30	33.40	16.30	49.70
712	IRONWORKERS	2019-11-04	33.19	29.40	62.59
		2020-05-01	35.29	29.40	64.69
713	LINEMAN	2019-11-04	46.32	20.12	66.44
		2020-03-30	47.71	20.31	68.02

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
714	MILLWRIGHT	2019-11-04	38.44	20.37	58.81
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2019-11-04	31.39	19.99	51.38
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-11-04	38.91	22.08	60.99
717	PIPEFITTERS . STEAMFITTERS	2019-11-04	39.99	31.30	71.29
719	PLUMBERS	2019-11-04	41.02	22.03	63.05
721	SHEET METAL WORKERS	2019-11-04	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLL.PRE VWAGE@STATE.MN.US">DLL.PRE VWAGE@STATE.MN.US</a></u>			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLL.PRE VWAGE@STATE.MN.US">DLL.PRE VWAGE@STATE.MN.US</a></u>			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLL.PRE VWAGE@STATE.MN.US">DLL.PRE VWAGE@STATE.MN.US</a></u>			
727	WIRING SYSTEM TECHNICIAN	2019-11-04	40.17	17.63	57.80
		2020-07-01	41.42	17.63	59.05
728	WIRING SYSTEMS INSTALLER	2019-11-04	28.14	14.31	42.45

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729	ASBESTOS ABATEMENT WORKER	2019-11-04	31.78	19.35	51.13
		2020-01-01	32.73	20.00	52.73
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a></u>			

## DECLARATION 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 declaration.

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

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

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.

**ATTACHMENT A  
PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**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"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>  |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li><li>(vii) has been convicted of a violation of section 609.52, subd 2 (19).</li></ul> |

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

Minn. Stat. § 16C.285, Subd. 5. <b>SUBCONTRACTOR VERIFICATION.</b>	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.</p> <p>If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p> <p><b>Subd. 5a. Motor carrier verification.</b> A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</p>	

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

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

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

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

**CERTIFICATION**

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

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

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

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

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

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

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

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

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

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

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

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

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

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

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

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

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

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

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



## **NOTICES FOR BIDDERS**

**BID RIGGING:** To report bid rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (DOT) operates this toll-free “hotline” Monday through Friday, 8:00 am to 5:00 pm eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**PROMPT PAYMENT TO SUBCONTRACTORS:** The following Minnesota Statutes require prompt payment to subcontractors.

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) “Municipality” means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. “Municipality” means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor’s receipt of payment from the municipality or undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action. (HIST: 1985 c 136 s5; 1995 c 31 s 1)

**ELECTRONIC BIDDING:** Your bid will not be accepted if it includes any of the following irregularities:

1. It does not include a proposal guaranty submitted electronically through Bid Express® using Surety 2000 or SuretyWave, or as a hard copy by mail or other delivery method, either as a corporate surety bond or a certified check made payable to the City of Duluth. If not submitted electronically, the proposal guaranty must be received by the Purchasing Division, located in City Hall Room 120, 411 West 1<sup>st</sup> Street, Duluth, MN 55802 NO LATER THAN the specified bid submission deadline. The proposal guaranty must be in a sealed envelope marked clearly with the bid number, name of the bidder, project name and project number;
2. It is not signed by Digital ID by the individual, one or more of the partnership, or one or more officers of a corporation;
3. Any unit price for any pay item is omitted.

Proposals will be considered irregular and may be rejected for any of the following reasons:

1. If any addenda is not acknowledged electronically through Bid Express®;

2. If the bid is a conditional bid (conditional bids are not allowed unless provided for in the Special Provisions);
3. Required documents have not been electronically acknowledged.

All bids must be electronically submitted through Bid Express® or sealed hard copies received in Purchasing by the date and time specified in the invitation to bid. As this list is not all inclusive, bidders are required to review and read the entire proposal package before electronically submitting a bid.



## GENERAL BID SPECIFICATIONS (Electronic Bids)

Purchasing Division  
120 City Hall, 411 W. 1st Street  
Duluth, MN 55802-1189  
TEL. 218-730-5340  
[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

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 Economic Development Authority

2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in the Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At bid opening, 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 submitted through Bid Express or 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 and posted on Bid Express.

4. Bid Submission. All bids must be complete and submitted via Bid Express prior to the deadline indicated in the solicitation. Bids will not be accepted via e-mail.

No alternatives to the specifications will be considered unless specifically requested. No special conditions shall be made or included by the bidder.

5. 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.

6. 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 projects or the purchase of supplies over \$100,000 must be approved by City Council.

7. Bidder Qualifications. Per Sec 41.23(e) of Duluth City Code, contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, the City shall consider 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; the previous and existing compliance by bidder with laws and ordinances relating to the contract or service; the number and scope of conditions attached to the bid; 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.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03). By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.

8. Bid Opening. The City Purchasing Agent or her designee will conduct a public bid opening in the location and at the time specified in the bid announcement. Results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.

9. 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.

10. 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.

11. 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.

12. 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. Contractor will be required to submit certified payrolls with all requests for payment. This does not apply to off-site production and manufacturing of parts and supplies.

13. 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.

14. 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. Insurance requirements are contained in Section 7 of the draft contract.

15. Reports. Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.