



**Purchasing Division**  
120 City Hall, 411 W. 1st Street  
Duluth, MN 55802-1189  
TEL. 218-730-5340 FAX: 218-730-5921  
[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

## **REQUEST FOR QUOTES (SIMPLIFIED BID) CHAMBERS GROVE PARK SIGNAGE**

**RFQ NUMBER: 20-0384**

**QUOTES DUE Wednesday, June 3, 2020 at 2:00 pm**

**PROJECT DESCRIPTION:** The City of Duluth is seeking quotes from qualified vendors to furnish and install complete signs at multiple locations within Chambers Grove Park, 13404 MN Hwy 23, Duluth, MN 55808.

**PROJECT SCHEDULE:**

Deadline to submit questions:	Wednesday, May 27, 2020 - noon
Quotes due:	Wednesday, June 3, 2020 at 2:00pm
Project kickoff meeting:	Friday, June 5, 2020
Sign content information provided to vendor:	Friday, June 12, 2020
Interim Invoice (see Project Funding below)	Friday, July 10, 2020
Completion Date:	November 15, 2020

Contractor will be responsible for the complete fabrication and installation of signs per the specifications attached. General locations for most signs are identified in the attached map. Vector files will be provided to the successful bidder. Contractor will be responsible for creating proofs for City approval. Once proofs are approved, contractor will create all content to be attached to signs, and ensure all signs are installed and complete by November 15, 2020.

**PROJECT FUNDING:** This project is funded, in part by a grant that currently expires on June 30, 2020. All expenses incurred by June 30, 2020, must be invoiced to [accountspayable@duluthmn.gov](mailto:accountspayable@duluthmn.gov) by July 10, 2020.

**PROJECT MONITORING:** A tribal monitor has been assigned to this project and must be notified and on-site prior to any ground disturbances.

**QUESTIONS:** Please submit any questions regarding this project to Matt Andrews at [mandrews@duluthmn.gov](mailto:mandrews@duluthmn.gov) or call 218-730-4308 and leave a message. Responses will be sent to all invited suppliers/contractors.

**\*\*Be sure to prepare your quote based on paying prevailing wages, securing performance and payment bonds (if required), and obtaining the required insurance.\*\***

Due to the closure of City Hall, quotes must be e-mailed to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov). Please put RFQ # 20-0384 in the subject line of your e-mail.

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/or all quotes. Price may not be the only consideration for award. Quotes must be firm for a minimum of 60 days. Prevailing wages must be paid on this project. The most recent wage decision is attached.

**The following documents must be submitted with your quote:**

1. **Responsible Contractor (required if over \$50,000)** - 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 quote 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 quote. The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. 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.

**The awarded supplier/contractor will be required to submit the following forms before a contract will be executed. Copies of standard contracts and forms are available for view and download on the City website at <https://www.duluthmn.gov/purchasing/forms/>:**

1. **Insurance** – Contractor must provide proof of Public Liability (General Commercial), Automobile Liability, and Worker’s Compensation insurance meeting City requirements. The insurance requirements are listed in section 7 of the draft construction contract.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute an 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 (required if \$25,000 or over)** – 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 must submit an Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.
5. **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) for the form.

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



CITY-WIDE LOCATION MAP

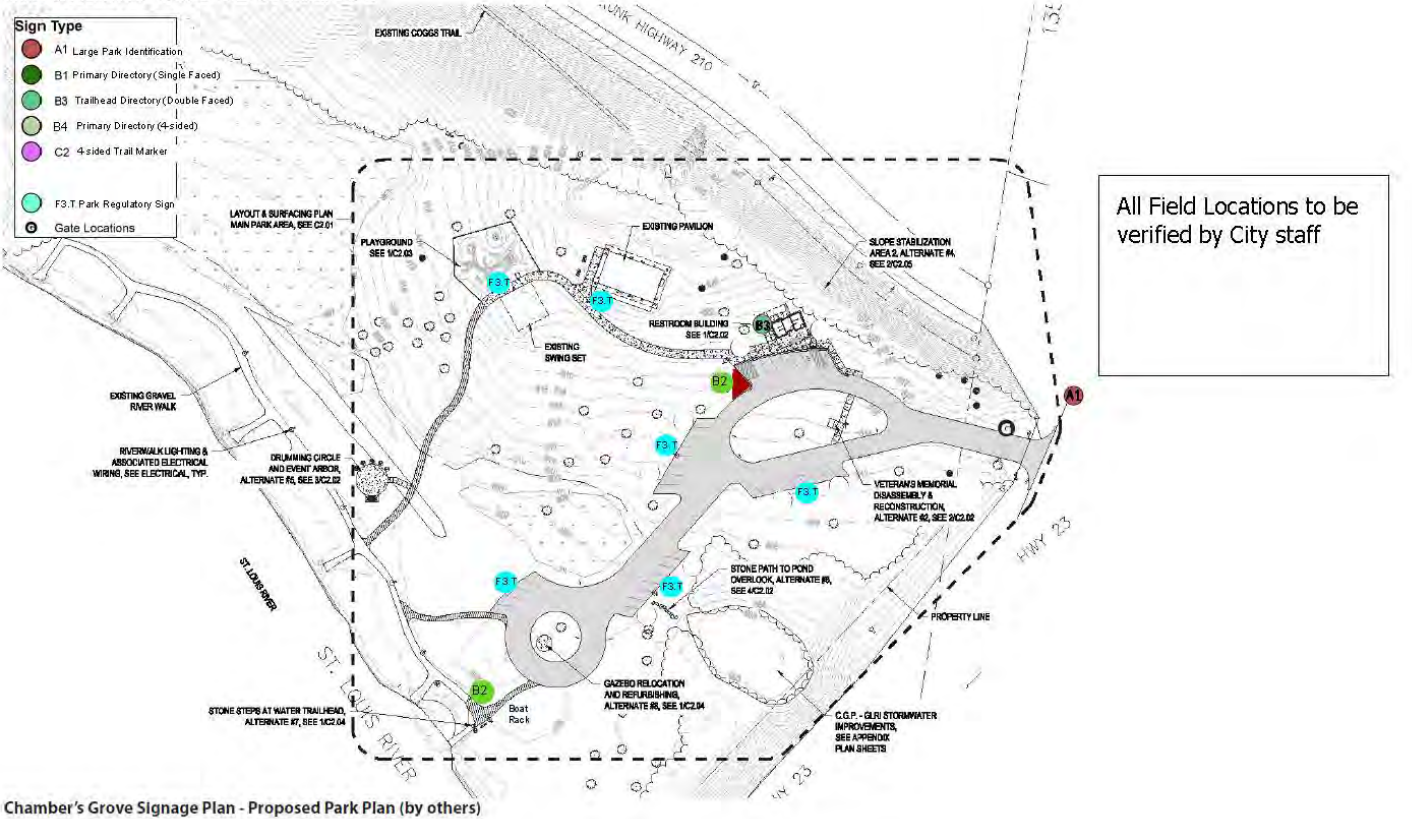
Owner note:  
Add project site locations to map of Duluth below



PROJECT AREA MAP(S)

Owner note:  
Place project area maps with sign locations here

CHAMBERS GROVE SIGNAGE



SIGN TOTALS:

Owner note: Indicate sign quantity by park name below

type	qnty.	location
A1	1	Park entrance
A2		
A3		
A4		
A5		
B1		
B2	2	ParkLot, Canoe Rack
B3	1	Trailhead
B4		
B5		
B6		
B7		
C1		
C2		
D1		
E1		
E2		
E3		
E4		
E5		
F1		
F2		
F3	6	Parking lot, playground, pavillion


GENERAL PROJECT NOTES:

- Owner to supply digital sign graphics, contractor responsible for printing and fabrication of all non-regulatory sign panels
- Printed sign graphic panels w/ frame should be centered front to back and top to bottom within wood structure
- Signs should be installed level and plumb
- Drawings show design intent, contractor to submit shop drawings for final approval, the signature of a licensed structural engineer (licensed in the state of Minnesota) my be required prior to submittal, see bid requirements
- Field conditions vary, depth of bedrock may require adjustment to shown footings. Contractor shall familiarize themselves with proposed sign locations prior to bidding. No compensation will be given for conditions that could be determined or anticipated by examination of the site.
- Owner to approve all field-staked sign locations, see project area maps for general sign location information
- See specifications for all materials and finishes
- All fasteners to be hot dipped galvanized Grade 5 or better, unless otherwise specified
- All wood and metal structures to be mechanically fastened together, unless otherwise specified
- Contractor responsible for calling for utility locates
- Contractor to restore the site to its original condition or better at project completion at no additional cost to owner

PROJECT ADDRESS(ES)

Owner note:  
Place project area address(es) below

Chambers Grove Park  
13404 MN-23,  
Duluth MN 55808

SHEET TITLE / SIGN TYPE: SIGN PACKAGE COVER SHEET	DATE DRAWN: June 18, 2019	DATE REVISED: Sept 26, 2019	SHEET #: 1 of 14
PROJECT NAME/NUMBER: Chambers Grove Park /	 Hoisington Koeigler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838		

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GENERAL

ALL TYPICAL DETAILS AND NOTES SHOWN ON DRAWINGS SHALL APPLY UNLESS NOTED OTHERWISE. TYPICAL DETAILS MAY NOT NECESSARILY BE INDICATED ON THE PLANS BUT SHALL STILL APPLY AS SHOWN OR DESCRIBED IN THE DETAILS. WHERE TYPICAL DETAILS ARE NOTED ON THE DRAWINGS, THE SPECIFIED TYPICAL DETAIL SHALL BE USED. WHERE NO DETAIL IS NOTED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CHOOSE THE APPROPRIATE TYPICAL DETAIL FROM THOSE PROVIDED. THE CONTRACTOR SHALL SUBMIT ALL PROPOSED ALTERNATE TYPICAL DETAILS TO THOSE PROVIDED WITH RELATED CALCULATIONS TO THE ENGINEER FOR APPROVAL PRIOR TO SHOP DRAWING PRODUCTION AND FIELD USE.

BUILDING CODE

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING CODE. THE PUBLICATIONS LISTED BELOW ARE THE GOVERNING CODES AND STANDARDS AND ARE REFERENCED BY THEIR BASIC DESIGNATION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE BUILDING CODE SHALL GOVERN.

APPLICABLE CODES AND STANDARDS

BUILDING CODE	INTERNATIONAL BUILDING CODE (IBC), 2012 EDITION, INCLUDING THE STATE OF MINNESOTA BUILDING CODE AMENDMENTS.
ACI 318	AMERICAN CONCRETE INSTITUTE, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" 2011 EDITION
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", 2010 EDITION
ASCE 7	AMERICAN SOCIETY OF CIVIL ENGINEERS, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES", 2010 EDITION
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM INTERNATIONAL)
AWS A2.4	AMERICAN WELDING SOCIETY, "SYMBOLS FOR WELDING AND NONDESTRUCTIVE TESTING", 2007 EDITION
AWS D1.1	AMERICAN WELDING SOCIETY, "STRUCTURAL WELDING CODE - STEEL," 2010 EDITION
ICC	INTERNATIONAL CODE COUNCIL, INTERNATIONAL CODE COUNCIL - EVALUATION SERVICES (ICC-ES)

STRUCTURAL DESIGN DATA

LOAD COMBINATIONS

LOAD COMBINATIONS ARE IN ACCORDANCE WITH SECTION 1605 OF THE BUILDING CODE.

WIND LOADS

WIND PRESSURE SHALL BE IN ACCORDANCE WITH THE BUILDING CODE (SECTION 1609).

BASIC WIND SPEED:	V = 105 MPH (3-SECOND GUST)
RISK CATEGORY:	1
EXPOSURE:	C
ENCLOSURE CLASSIFICATION:	ENCLOSED
INT. PRESSURE COEFFICIENT:	Gcpi = 0.18

CONCRETE

- MIXING, BATCHING, TRANSPORTING, PLACING, AND CURING OF ALL CONCRETE, AND SELECTION OF CONCRETE MATERIALS, SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS NOTED BELOW. PROPORTIONS OF AGGREGATE TO CEMENTITIOUS PASTE SHALL BE SUCH AS TO PRODUCE A DENSE, WORKABLE MIX THAT CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER.
- ALL CONCRETE EXPOSED TO THE WEATHER SHALL CONTAIN AN ACCEPTABLE ADMIXTURE TO PRODUCE AIR-ENTRAINED CONCRETE WITH TOTAL AIR CONTENT, AS NOTED IN THE CONCRETE MIX SPECIFICATION TABLE. TOLERANCE FOR AIR CONTENT SHALL BE +/- 1 PERCENT. AIR CONTENT SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IS PUMPED, AIR CONTENT SHALL BE MEASURED AT THE DISCHARGE END OF THE PUMP LINE. TESTS FOR AIR CONTENT SHALL MEET ASTM C172 REQUIREMENTS.
- MAXIMUM SIZE OF AGGREGATE SHALL BE AS LISTED BELOW. MAXIMUM FLY ASH AS A PERCENTAGE OF TOTAL WEIGHT OF CEMENTITIOUS MATERIAL SHALL BE 25 PERCENT. FLY ASH SHALL BE CLASS C OR F, MEETING ASTM C618 REQUIREMENTS. WATER/CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIAL, INCLUDING FLY ASH AND OTHER POZZOLANIC MATERIALS.
- THE CONTRACTOR SHALL DETERMINE SLUMP. EACH CONCRETE MIX SUBMITTED SHALL HAVE THE SLUMP SPECIFIED. SLUMP SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IS PUMPED, SLUMP SHALL BE MEASURED AT THE DISCHARGE END OF THE PUMP LINE. SLUMPS SHALL BE WITHIN +1 INCH AND -2 INCHES OF THE SPECIFIED SLUMP.
- THE USE OF SUPER PLASTICIZERS AND WATER REDUCERS IS ALLOWED, BUT NOT REQUIRED. ALL ADMIXTURES SHALL BE CHLORIDE FREE UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONCRETE MIX DESIGN TABLE					
LOCATION	f <sub>c</sub> (PSI)	TEST AGE (DAYS)	MAX W/C RATIO	AIR CONTENT (%)	MAX. AGGREGATE SIZE
WALLS AND FOOTINGS	4,000	28	0.44	6%	1"

REINFORCING STEEL

- ALL REINFORCING SHALL BE NEW BILLET STOCK ASTM A615, GRADE 60, UNLESS NOTED OTHERWISE. BARS SHALL BE SECURELY TIED IN PLACE WITH #16 DOUBLE-ANNEALED IRON WIRE. BARS SHALL BE SUPPORTED ON ACCEPTABLE CHAIRS. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES." CONTRACTOR SHALL COORDINATE REINFORCING STEEL PLACEMENT DETAILS AND PROVIDE TEMPLATES FOR PLACING STEEL IN CONGESTED AREAS AS NECESSARY. SHOP DRAWINGS (INCLUDING PLACING PLANS AND ELEVATIONS) SHALL BE SUBMITTED TO, AND REVIEWED BY, THE ARCHITECT/ENGINEER BEFORE STARTING FABRICATION.
- NO REINFORCING BARS SHALL BE SPICED BY WELDING.
- WELDING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TO PLATES, ANGLES, ETC., IS PROHIBITED.
- MINIMUM CAST-IN-PLACE CONCRETE COVER OVER REINFORCING STEEL, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:
  - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: ALL SIZES: 3 INCHES
  - CONCRETE EXPOSED TO EARTH OR WEATHER:  
#5 BAR OR SMALLER: 1 1/2 INCHES  
#6 BAR OR LARGER: 2 INCHES

ANCHORAGE TO HARDENED CONCRETE

- ANCHORAGE TO HARDENED CONCRETE SHALL INCLUDE MECHANICAL AND ADHESIVE ANCHORS OF SIZE, NUMBER, AND SPACING AS SHOWN ON THE DRAWINGS.
- HOLES SHALL BE DRILLED AND CLEANED AND ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS AND AN APPROVED ICC-ES REPORT.
- INSPECTION AND TESTING SHALL BE PROVIDED IN ACCORDANCE WITH THE GENERAL NOTES AND THE APPROVED ICC-ES REPORT.
- WHERE A SPECIFIC TYPE OF ANCHORAGE IS SPECIFIED ON THE DRAWINGS, SUBSTITUTION FOR A DIFFERENT TYPE OF ANCHORAGE (INCLUDING SUBSTITUTING FOR CAST-IN-PLACE ANCHORAGE) SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL.

ADHESIVE ANCHORS

- ACCEPTABLE ADHESIVE (EPOXY) ANCHORS SHALL BE AS FOLLOWS:
  - INSTALLED IN CONCRETE:
    - HILTI "HIT-HY 200" (ICC-ES ESR-3187)
    - SIMPSON STRONG-TIE "SET-XP" (ICC-ES ESR-2508)
    - APPROVED ALTERNATE WITH A CURRENT ICC-ES REPORT
- UNLESS NOTED OTHERWISE, ANCHORS SHALL BE ASTM A36 THREADED ROD OR ASTM A615, GRADE 60 REINFORCING STEEL DOWELS.
- UNLESS NOTED OTHERWISE ON THE DRAWINGS, MINIMUM EFFECTIVE ANCHOR EMBEDMENT DEPTH SHALL BE 6.5 ANCHOR DIAMETERS, AND MINIMUM ANCHOR SPACING SHALL BE 6 ANCHOR DIAMETERS.
- HOLES SHALL BE DRILLED WITH ROTARY IMPACT HAMMER OR EQUIVALENT METHOD TO PRODUCE A HOLE WITH A ROUGH INSIDE SURFACE. CORE DRILLING HOLES IS NOT PERMITTED.
- NO REINFORCING SHALL BE CUT TO INSTALL ADHESIVE ANCHORS.
- TWO-PART ADHESIVES SHALL BE MIXED, APPLIED, AND CURED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS IN THE ICC-ES REPORT. ALL PLACEMENT AND CURING SHALL BE CONDUCTED WITH CONCRETE AND AIR TEMPERATURES ABOVE 50 DEGREES FAHRENHEIT. ADHESIVE SHALL BE APPLIED ONLY TO CLEAN, DRY CONCRETE. POSITIVE PROTECTION SHALL BE PROVIDED SO THAT ANCHORS ARE NOT DISTURBED DURING THE CURING PERIOD.
- DEFECTIVE OR ABANDONED HOLES SHALL BE FILLED WITH NON-SHRINK GROUT OR AN INJECTABLE ADHESIVE MATCHING THE ADJACENT CONCRETE COMPRESSIVE STRENGTHS. NOTIFY THE STRUCTURAL ENGINEER OF DEFECTIVE OR ABANDONED HOLES IN WALLS AND COLUMNS. THESE ELEMENTS MAY REQUIRE NON-SHRINK GROUT WITH A COMPRESSIVE MODULUS OF ELASTICITY MATCHING THAT OF THE ADJACENT CONCRETE.

NONSHRINK GROUT FOR BASE PLATES, SLEEVES, AND EMBEDDED STEEL

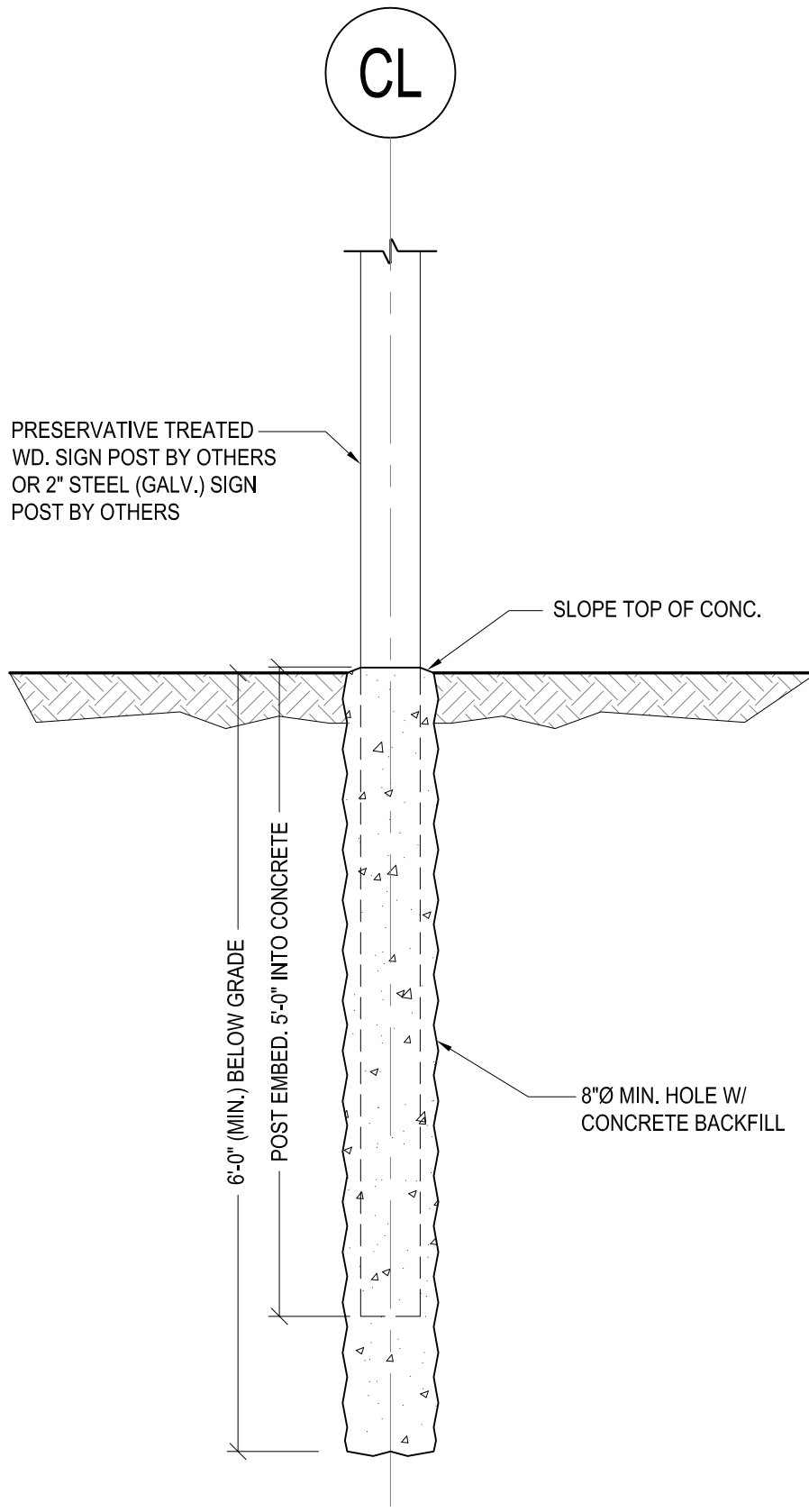
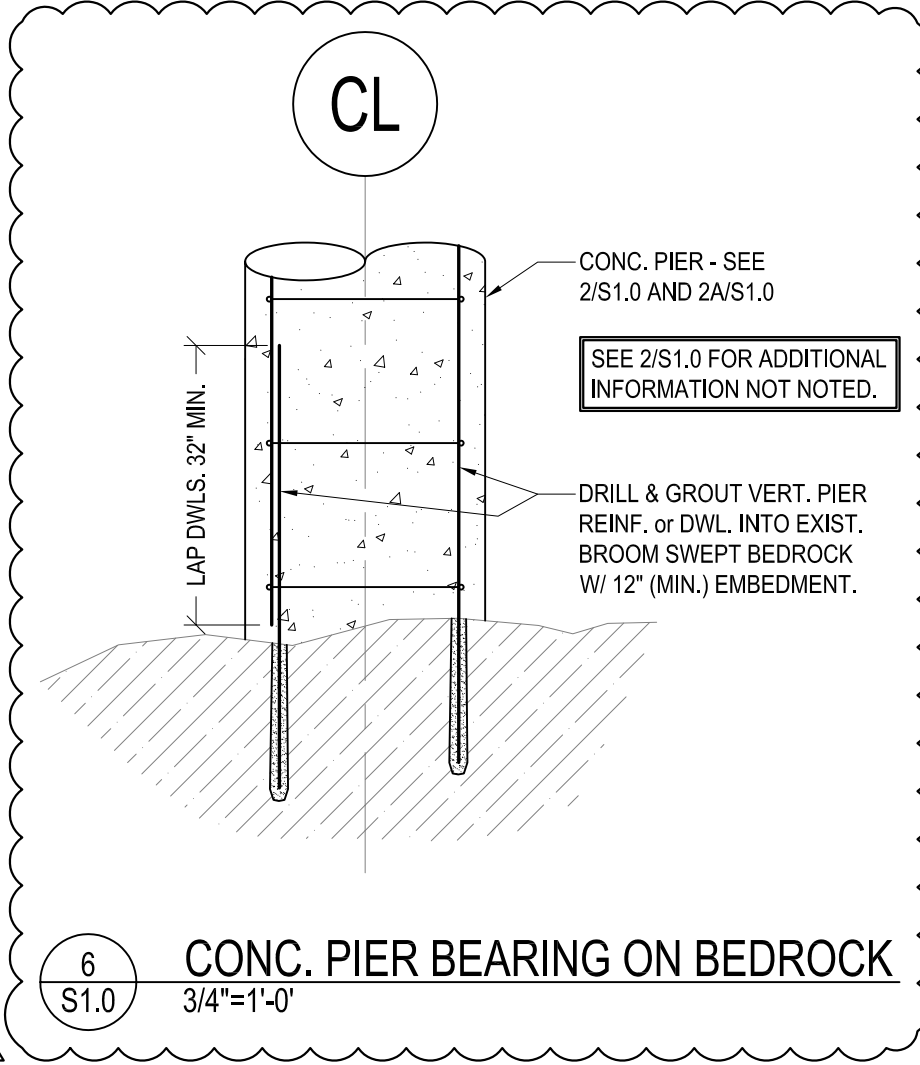
- GROUT SHALL BE AN APPROVED NONSHRINK CEMENTITIOUS GROUT CONTAINING NATURAL AGGREGATES DELIVERED TO THE JOB SITE IN FACTORY PREPACKAGED CONTAINERS REQUIRING ONLY THE ADDITION OF WATER.
- THE MINIMUM 28-DAY COMPRESSIVE STRENGTH SHALL BE AT LEAST 1,000 PSI HIGHER THAN THE SUPPORTING CONCRETE STRENGTH, UNLESS NOTED OTHERWISE.
- GROUT SHALL BE MIXED, APPLIED, AND CURED STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS. FOR GROUTING UNDER BASE PLATES, GROUT SHALL BE PROPORTIONED AS A FLOWABLE MIX. WHEN A FLOWABLE MIX DOES NOT PROVIDE THE REQUIRED STRENGTH OR WHEN A MINIMUM STRENGTH OF 10,000 PSI IS REQUIRED, AN EPOXY GROUT SHALL BE USED.

ANCHOR RODS

- ANCHOR RODS SHALL BE ASTM F1554 GRADE 36 H.D. GALVANIZED WITH CLASS 1A THREADS, UNLESS NOTED OTHERWISE.
- ANCHOR RODS MAY BE HEADED BOLT OR UNHEADED ROD MATERIAL. PROVIDE A HEAVY HEX NUT ON THE EMBEDDED END OF THE UNHEADED ROD AND WELD IN PLACE TO PREVENT IT FROM TURNING.
- FURNISH HARDENED PLATE WASHERS, LOCK WASHERS, AND MATCHING HEAVY HEX NUTS FOR SECURING THE BASE PLATE TO THE ANCHOR RODS.
- HOOKEED ANCHOR RODS SHALL NOT BE USED EXCEPT WHERE NOTED.
- A RIGID STEEL TEMPLATE SHALL BE USED TO LOCATE ANCHOR RODS WHILE PLACING CONCRETE.
- ANCHOR RODS SHALL HAVE SUFFICIENT LENGTH TO PROVIDE THE MINIMUM EMBEDMENT SHOWN ON THE DRAWINGS, MEASURED FROM THE FACE OF THE CONCRETE TO THE NEAR FACE OF THE BOLT HEAD OR NUT, WITH ADEQUATE EXTENSION AS REQUIRED TO RECEIVE THE BASE PLATE WITH FULL THREAD PROJECTION FOR NUT INSTALLATION.
- ANCHOR ROD INSTALLATION SHALL BE COORDINATED WITH REINFORCING AND FORMWORK.
- LEVELING NUTS SHALL NOT BE USED EXCEPT AFTER EVALUATION BY THE CONTRACTOR'S ERECTION ENGINEER.
- AFTER BASE INSTALLATION, ANCHOR ROD NUTS SHALL BE INSTALLED TO A SNUG-TIGHT CONDITION.
- NO HEATING OR BENDING OF THE ANCHOR RODS IS PERMITTED.
- HOLES IN THE BASE MATERIAL SHALL NOT BE ENLARGED BY BURNING.

TREATED WOOD

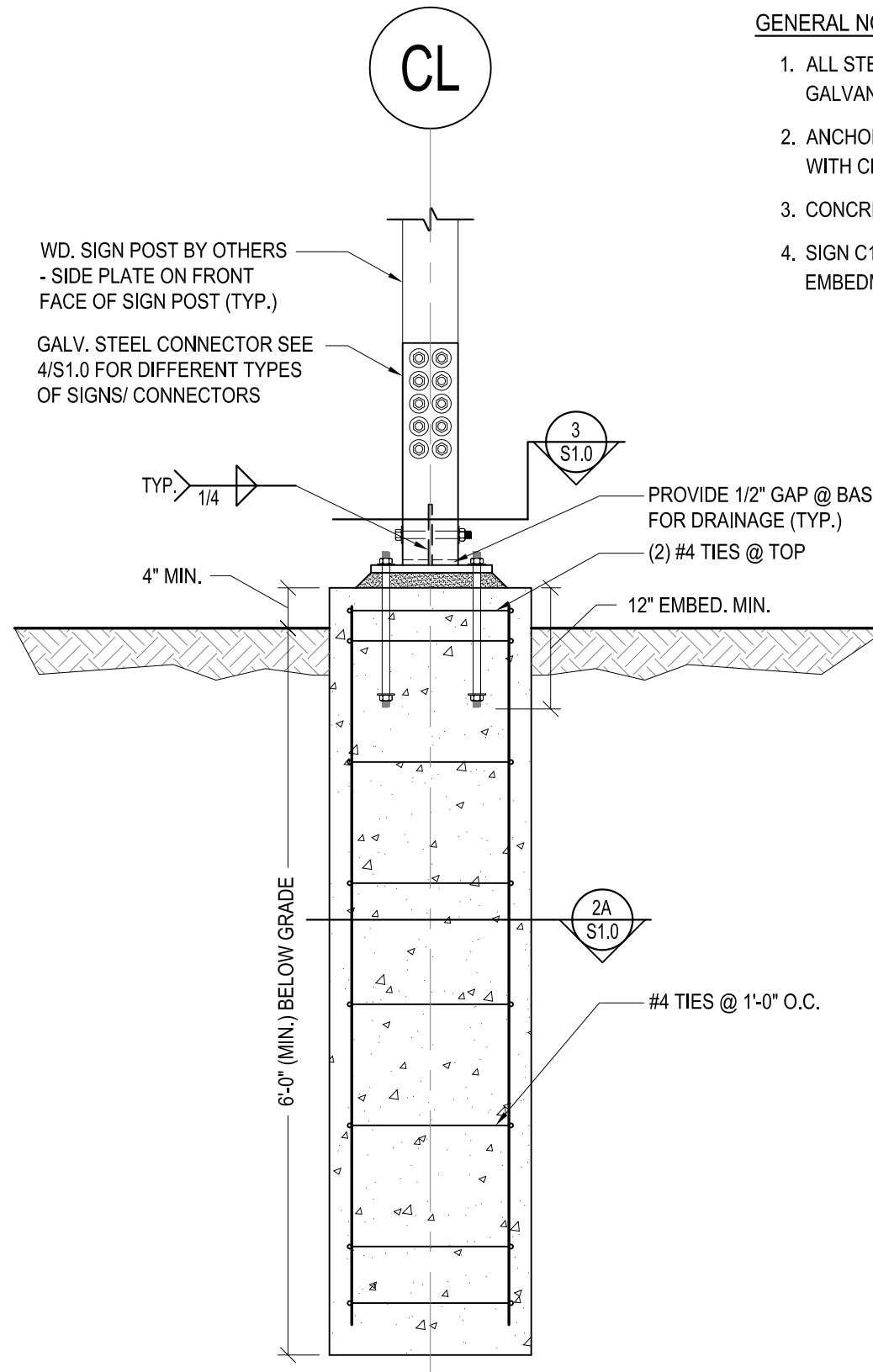
- ALL WOOD PLATES, LEDGERS AND BLOCKING IN DIRECT CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE-TREATED WITH AN AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA) APPROVED PRESERVATIVE, ALTERNATIVELY PER IBC SECTION 2304.11. FOR SOME EXCEPTIONS, IMPERVIOUS MOISTURE BARRIERS MAY BE PROVIDED BETWEEN UNTREATED MEMBERS AND CONCRETE OR MASONRY.
- ALL METAL FASTENERS IN CONTACT WITH TREATED WOOD SHALL BE GALVANIZED OR STAINLESS STEEL. WHEN USING GALVANIZED FASTENERS, THE CONTRACTOR SHALL COORDINATE THE GALVANIZATION PROCESS WITH THE CHEMICAL COMPOSITION OF THE WOOD TREATMENT.



NOTES:

- FOOTING TYPE OCCURS @ ALL POST LOCATIONS WITHOUT STL. BASE CONNECTION  
SIGNS: B3, B6, B7, F1, F2, F3

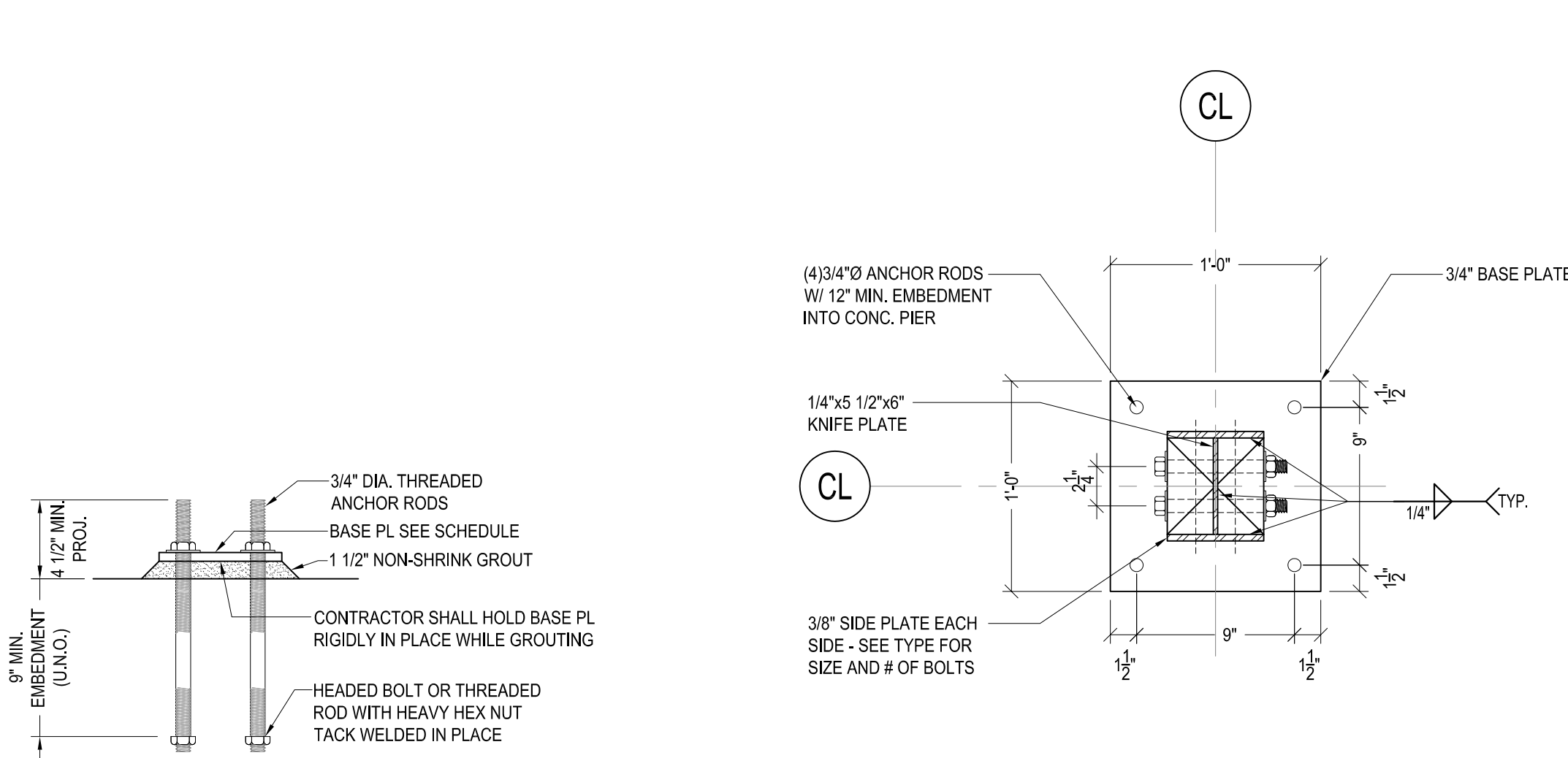
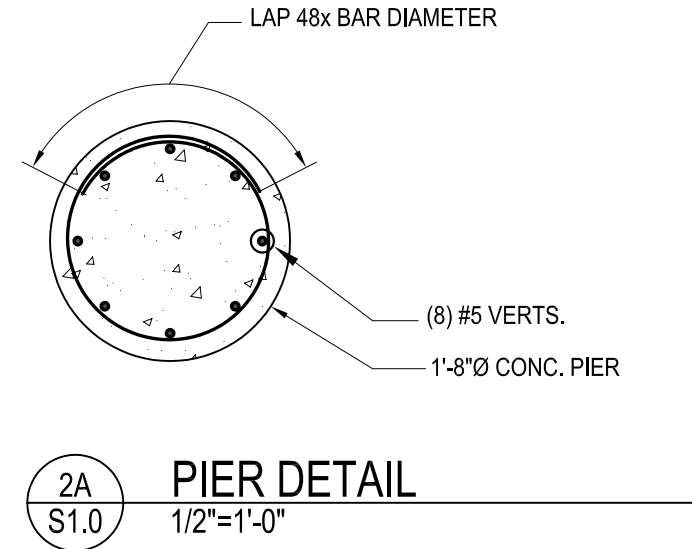
1 SECTION @ WOOD POST / CONCRETE PIER  
3/4"=1'-0"



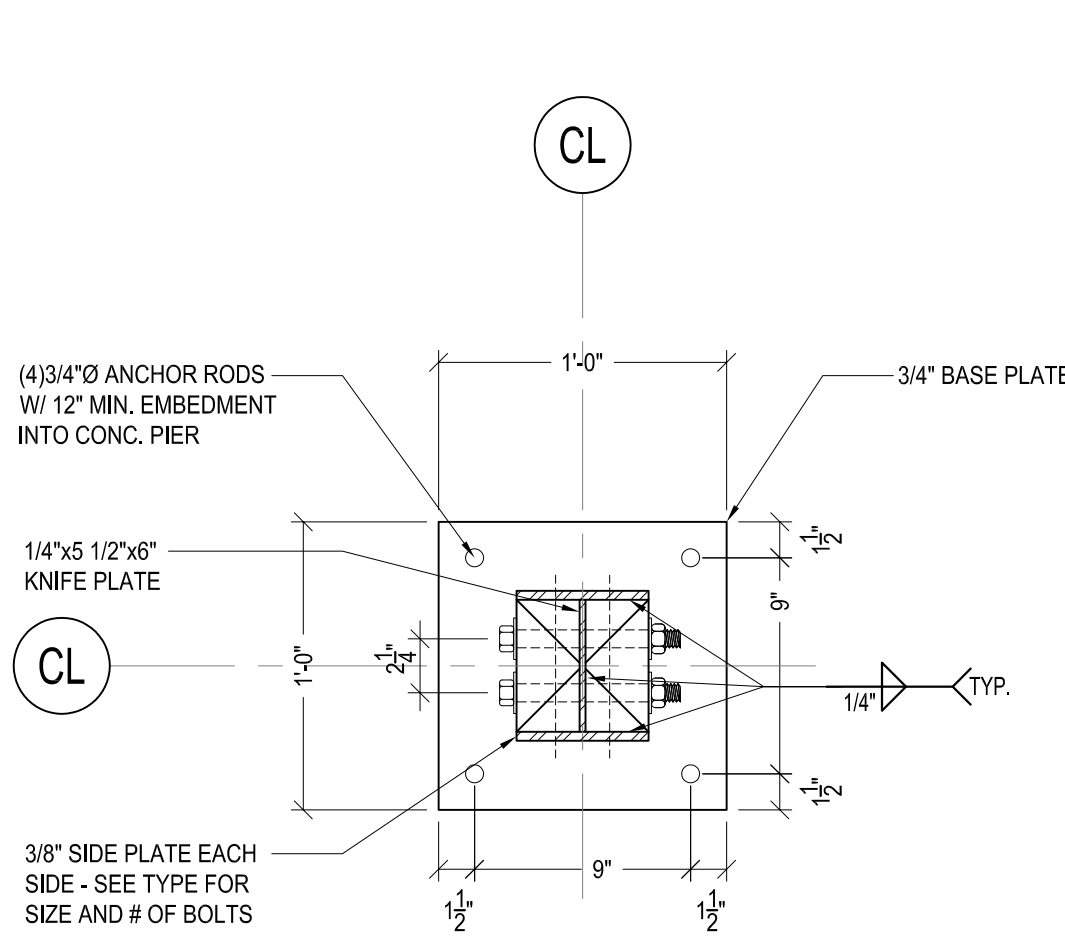
NOTES:

- THIS PIER TYPE OCCURS AT ALL POSTS THAT REQUIRE A STEEL BASE CONNECTION. THESE ARE SIGNS A1, A2, A3, A4, B1, B2, B4, B5, E1 AND E2.  
2. SEE DETAIL 4/S1.0 FOR STEEL BASE CONNECTION TYPES

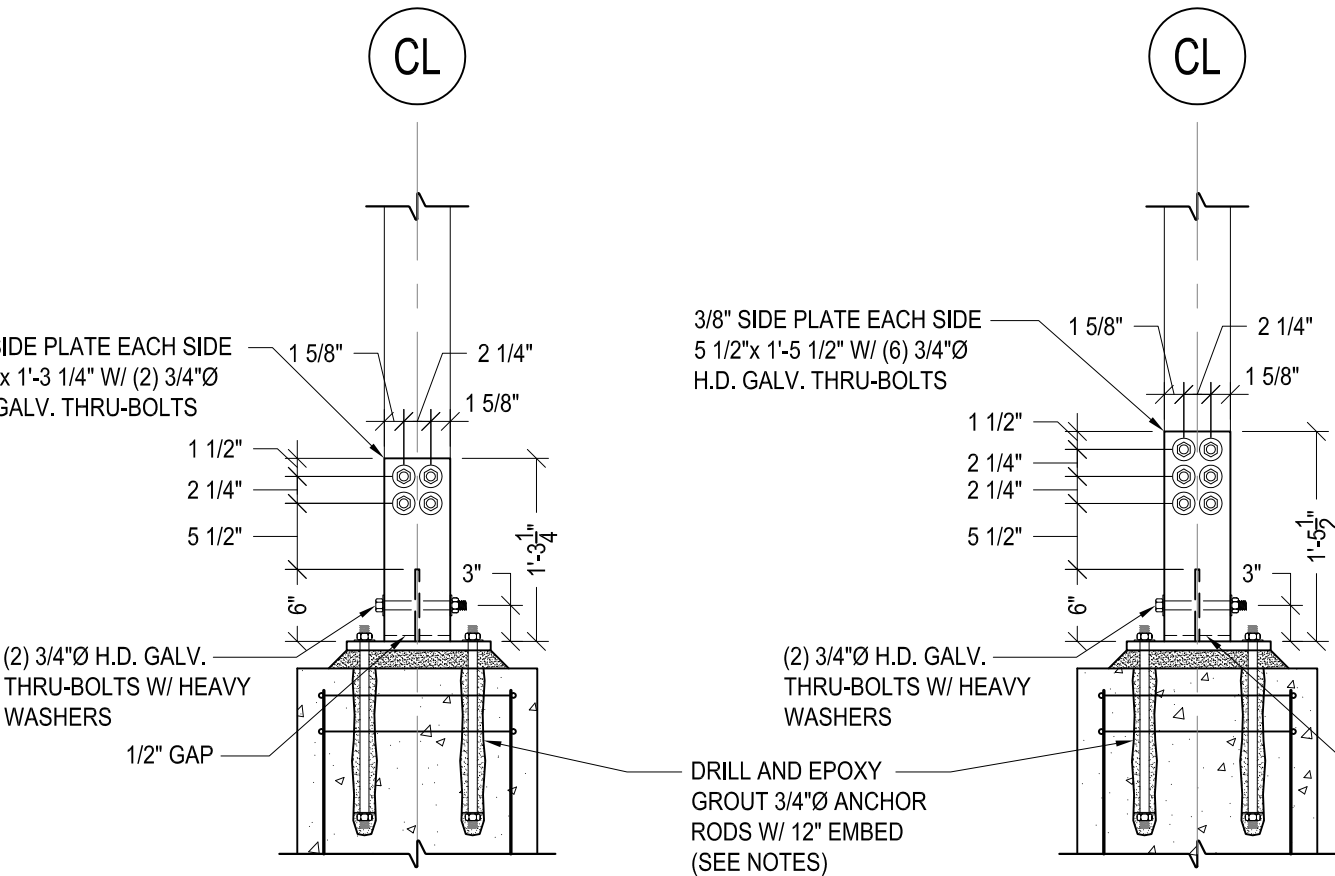
2 SECTION @ WOOD POST / CONCRETE PIER  
3/4"=1'-0"



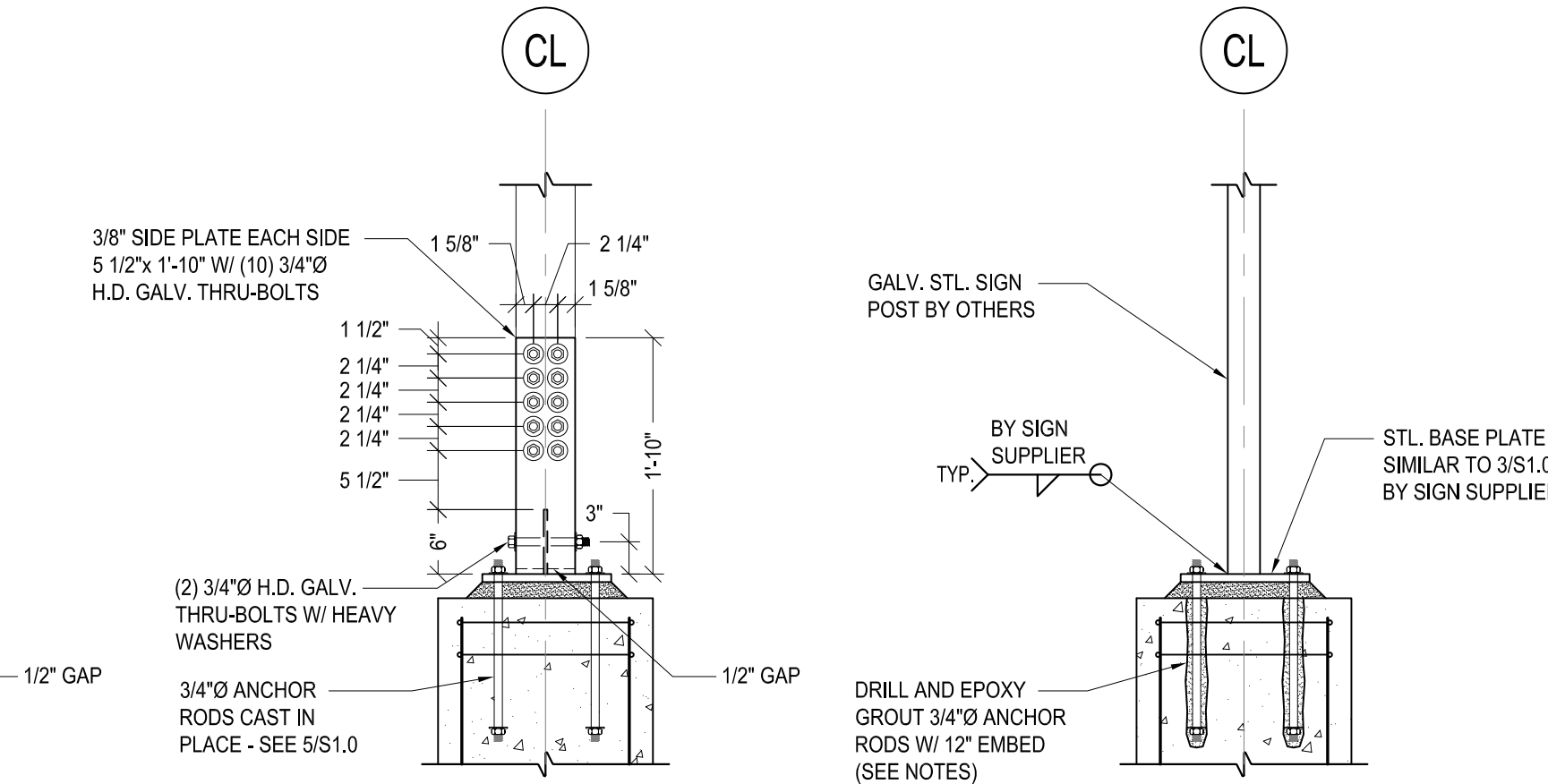
5 TYPICAL ANCHOR ROD DETAILS  
NO SCALE



3 BASE PLATE DETAIL  
1-1/2\"=1'-0"



4 STEEL BASE CONNECTIONS  
3/4\"=1'-0"



REVISIONS:

3-05-19	
9-19-19	



Fabrication & installation of the work to be provided in these drawings must meet the following conditions and specifications.

GENERAL

The requested work will comply with all Federal and State codes, laws and regulations, and all municipal ordinances or regulations in effect at the time work is being performed.

Any alternates or changes to materials, construction methods and sign types specified in this document must be approved in writing by City of Duluth or client's representative prior to implementation.

LABOR

GENERAL

Any work required under this section, that is not specified in detail, shall be constructed in accordance with approved shop drawings.

All work shall be fabricated & erected square, plumb, straight & true. Cut-out letters, numbers & images shall be cut in continuous, even lines as indicated on drawings. Fabricator shall provide all supporting & anchoring means as required for proper installation. Fabricator is responsible to provide proper thickness to eliminate waviness or other deformations in materials.

EXPOSED METAL SURFACES

Exposed metal surfaces (sign faces, et. al.) shall be reinforced, braced, and securely fastened to provide rigid assembly. Sign faces and frames shall be free of all holes, except those required for installing letters or fasteners and to provide drainage via weep-holes. Service doors shall be concealed wherever possible. All steel sign components (non fasteners) exposed to weather shall be hot-dipped galvanized and finish painted. All non-sign graphic panel-exposed metal surfaces to be painted Matthew's Paint Dark Slate (#MP10269), see MP Color Conversion Chart (this page) for details

EXPOSED JOINTS

All metal frame/structure joints shall be continuously welded, ground & polished smooth and shall not be visible. All wood joints (incl. miters) shall fit snug, neat, and tight w/ no gapping and an even smooth appearance.

INTERIOR AND EXTERIOR SIGN CABINETS AND FRAMES

Exterior sign cabinet and frame shall be constructed of painted aluminum, and must be sufficiently rigid to prevent visible deformation. Aluminum sign frame should not be visible from any side of sign. Aluminum blade sign panels should be of a sufficient thickness to prevent damage from wind loads and vandalism and shall be painted on all sides. Visible graphic sign panel fasteners shall be tamper proof and counter-sunk flush to sign face. Fastener assemblies used to secure sign panel and frame assembly to wood sign structure shall not be visible. Sign cabinet interior shall be weather proof and painted white. Weep-holes should be provided and sized to ensure proper drainage per sign cabinet size.

LABOR (continued)

ACCESSORIES, ANCHORS, MOUNTING DEVICES AND SPACES

Accessories, anchorage, mounting devices and spacers shall be guaranteed non-staining to adjacent structure and sign finishes for a period of five years after final acceptance. Visible graphic sign panel fasteners shall be aluminum, a minimum of 3/4" in length, with tamper-proof heads painted to match sign, and counter-sunk flush with face of sign. Fastener assemblies used to secure sign panel and frame assembly to wooded sign post structure shall be of structural grade aluminum, spaced a maximum of 8" O.C., and shall not be visible. All visible structural steel bolt assemblies shall be hex-head, included washers at both ends between wood and assembly, sized per drawings, and hot-dipped galvanized finish. Bolt assemblies shall have a minimum thread exposure past nut of 1/4" and a maximum of 3/4". All other wood fasteners to be #10 hot-dipped galvanized SD screw or equal, with a minimum penetration depth of 2/3 the thickness of the wood member being attached. (Example: 2-1/2" screw penetration depth when joining (2) 1-1/2" thick boards).

INSTALLATION

All sign locations shall be field staked and approved by owner or their representative. Sign locationed to be field staked as indicated on the location maps unless otherwise directed by owner. Signs shall be secured with hardware as indicated on these drawings or methods as approved on shop drawings showing alternative methods. Survey of ground conditions relating to soil content, density & compaction are the responsibility of the installing company and must be included in the initial bid. Removal and/or replacement of asphalt, concrete, existing footings and poles are the responsibility of the installer unless otherwise written on these drawings.

MATERIALS

GENERAL

All materials used in fabrication and installation shall be new, high quality, and free of defects impairing strength, durability, or appearance. Wood thicknesses are nominal dimensions, all other material thicknesses, sizing, and placement must be as written on drawings unless otherwise approved by owner during shop drawings.

METAL ROOF AND STRUCTURE

Metal roofing must use American Building Components Commercial Metal Roofing PBU panel product line or equal. Roof fascia, drip edge, and other trim and finishing components must match manufacture finishes and installation recommendations. Metal roof must be painted Matthew's Paint Dark Slate (#MP10269), see MP Color Conversion Chart (this page) for details unless otherwise approved by owner during shop drawings. Structure of metal roof to be constructed of (2) stacked 2"x12" cedar tone pressure treated structural grade boards cut to length specified in drawing. Wood roof structure to be assembled and attached to wooden sign structure using #8 2-1/2" hot-dipped galvanized SD screw or equal.

MATERIALS (continued)

PLASTICS

All fabrication and adhesives to be per highest quality industry standards. All adhesive to be nonstaining and warranted for the life of the product.

Thickness, color, size, seam placement, seam construction, depth of pillowed faces and brand name as written on these drawings.

Embossed or flat sheet plastic shall be free of wrinkles or imperfections from forming or fabrication. All surfaces shall be free of scratches

SEALANTS, CHAULKS, AND FLEXIBLE MATERIALS

Thickness, color, size, and brand names shall be as written on drawings.

All fastening devices must meet dealer recommendations. Seam placement shall be as documented in drawings, straight and symmetrical. Face surface shall be free of wrinkles, discoloration & imperfections. Flexible face to be of a tensile strength to withstand 120 lbs. per square foot of wind pressure (UL - 48 testing).

WOOD

All visible wood members should be number two or better clear cedar, structural grade, and unfinished to allow for natural weathering to gray finish. Wood should be free of major visual and structural defects, and should have mill stamps and other markings removed.

PAINTS, COATINGS, AND FINISHES

All aluminum, metal & fasteners shall be finish coated with an appropriate primer & color coat with corrosion inhibitors guaranteed for ten (10) years against fading, chipping, cracking, peeling & discoloration. Fabricator to provide paint warrantee from selected fabrication for 3 years. Colors shall meet specifications on drawings. Sample colors shall be furnished by fabricator for approvals by owner or their representative.

All flexible face coatings shall be guaranteed for eight (8) years against fading, discoloration & mildew, provided that routine six month cleaning and maintenance has been performed by an approved sign representative.

All holes, cut edges & penetrations of prefinished metals and aluminum shall be free of burrs, primed & brush painted to maintain a corrosion proof finish.

SHOP DRAWINGS REQUIRED

Drawings show design intent, contractor responsible for submitting shop drawings indicating all materials, finishes, dimensions, and fasteners for review and approval. Structural engineer licensed in the State of Minnesota shall review and sign as part of shop drawings submittal

GUARANTEE AND SERVICE

Contractor shall guarantee that all material and work furnished for one (1) year to be free of defects & faulty workmanship, & that any defective material or work shall be promptly repaired or replaced without additional cost to the owner or their consultant. Contractor shall, during the first year of operation, fully maintain & service the signs, making regular inspections, servicing, replacing electrical equipment as necessary to operate the signs without additional cost to the client. Any guarantees for additional time or services noted in these drawings are to be included in the contract.

DRAINAGE

All sign elements and footings shall have proper drainage features and structural to prevent the detention of water in or on the sign structure. Concrete footings and adjacent grading should allow for the free drainage (surface and sub-surface) of water away from the footings.

PROTECTION

All exposed surfaces and sign components shall be protected until final installation and approval by client or their consultant. Any work damaged in any way before installation and approval occurs shall be the responsibility of the fabricator without additional cost to the owner or their consultant

CLEAN UP AND SITE RESTORATION

During the process of implementation, the premises shall be kept reasonably free of all debris & waste materials resulting from the work being completed in this contract. Upon completion and before final acceptance of work, all debris, rubbish, leftover materials, tools and equipment shall be removed from the site.

Final cleaning of all surfaces shall be carefully done strictly in accordance with the manufacturer's or consultants instructions.

Contractor to restore surrounding to existing or better condition at project completion

NOTES

Fabricating sign company responsible for wind load calculations for sign support & concrete standards based on soil conditions & prevailing winds.

Drawings show design intent only, contractor to provide shop drawings for review and written approval by owner or owner's representative

Contractor to provide color and material samples for review and written approval by owner or owner's representative

Contractor to stake all sign locations in the field for owner final written approval prior to installation

Contractor to field verify sign site conditions prior to providing bid for fabrication and installation noting depth to bedrock that may affect footing design

Installing sign company will not alter natural soil conditions without verifying with owner.

Contractor shall call for utility locates and verify easements and locations of all utilities

All permits are the responsibility of the contracted sign company.

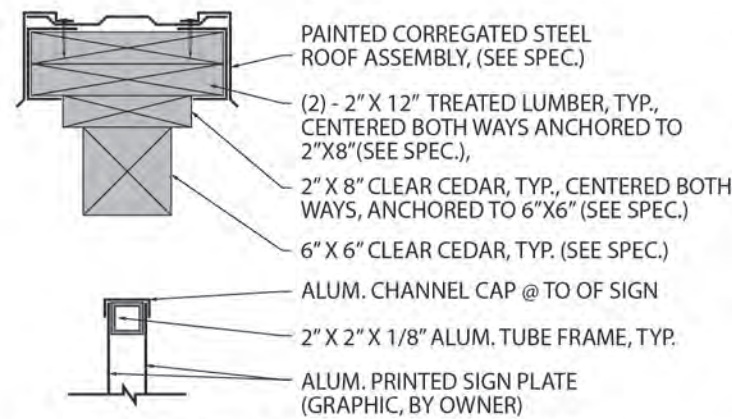
MP PROJECT COLOR CONVERSION CHART

Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

SHEET TITLE / SIGN TYPE: SIGN PACKAGE SPECIFICATIONS	DATE DRAWN: June 18, 2019	DATE REVISED: Sept 26, 2019	SHEET #: 3 of 15
PROJECT NAME/NUMBER: Chambers Grove /		 Hoisington Koegler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838	

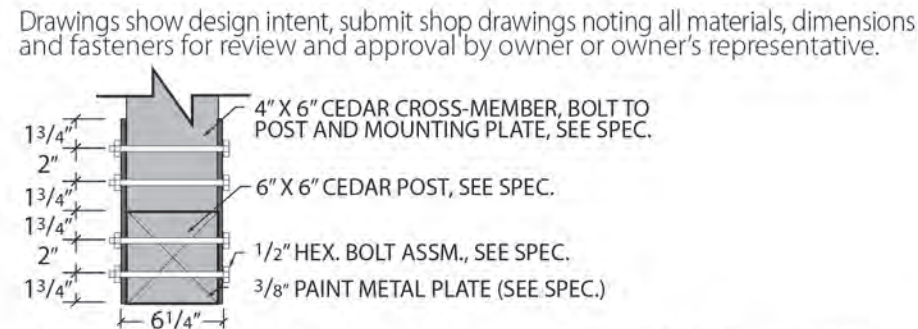
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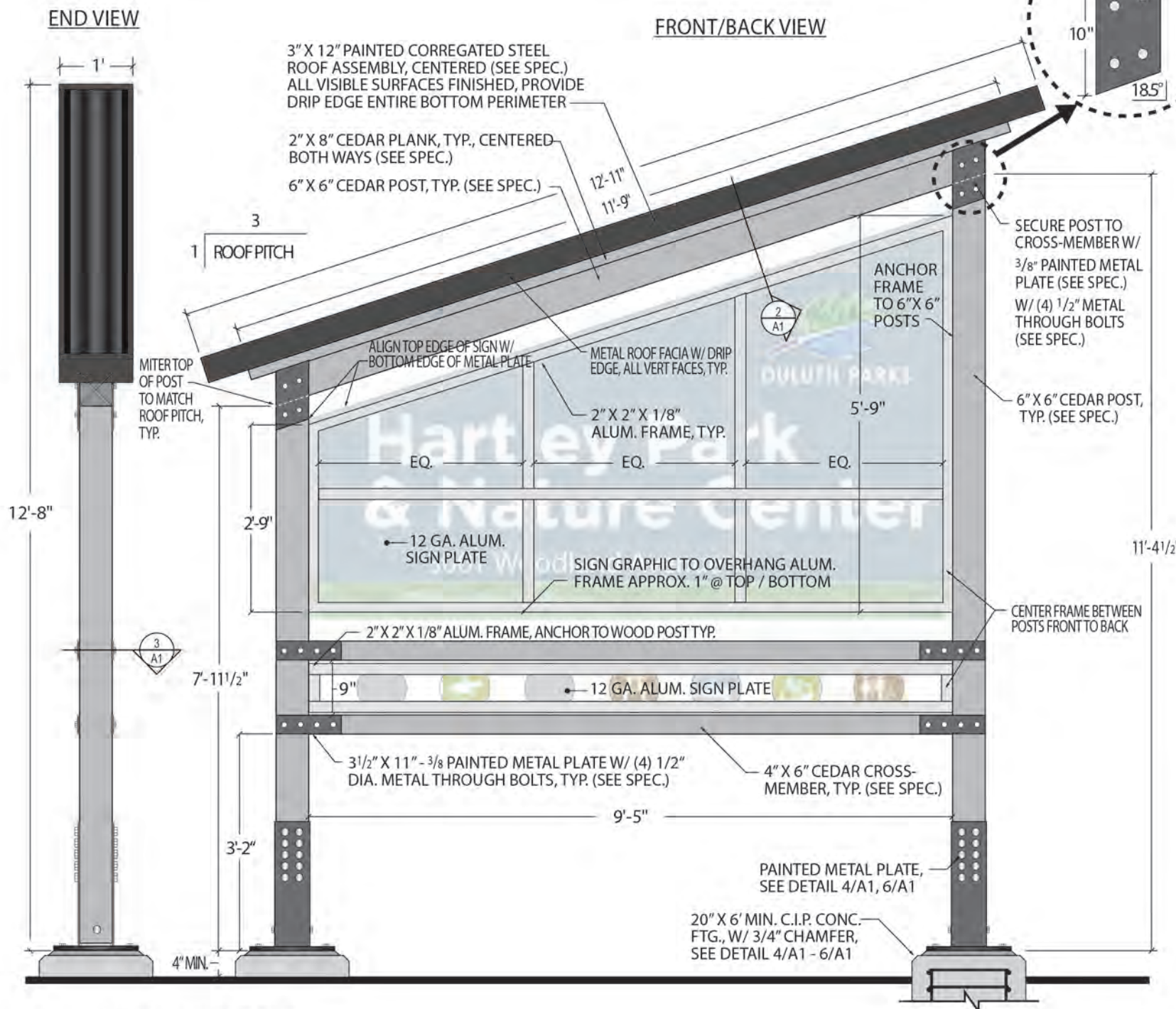


2 SIGN A1 - ROOF ASSEMBLY SECTION  
A1 N.T.S.

**GENERAL NOTES:**  
Contractor responsible for information on Project Cover sheet, Sign Package Specifications sheet, and Footing and Base Plate Specifications sheet



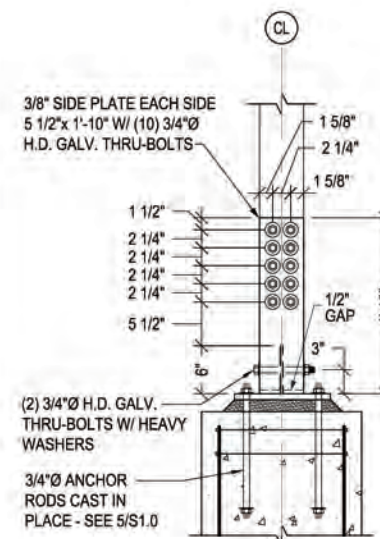
3 SIGN A1 - POST / CROSS-MEMBER JNT. SECTION  
A1 N.T.S.



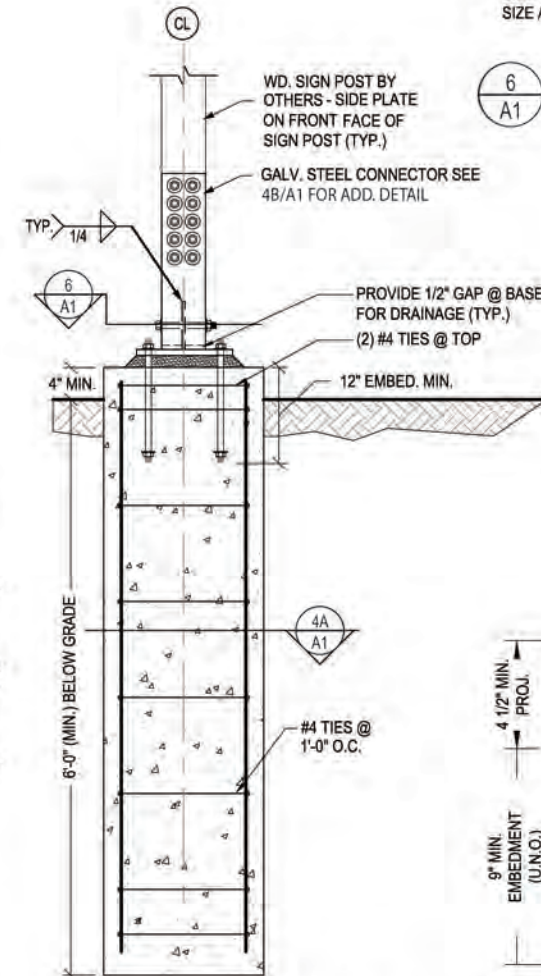
1 SIGN A1 - ELEVATIONS  
A1 N.T.S.

**GENERAL NOTES:**

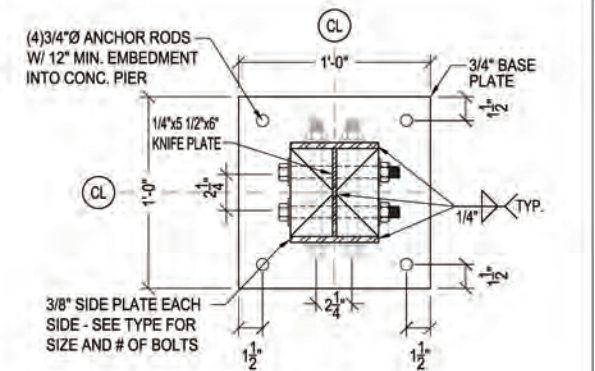
- ALL STEEL USED SHALL BE GRADE ASTM A36, Fy=36 KSI WITH GALV. FINISH FOR EXTERIOR USE.
- ANCHOR RODS SHALL BE ASTM F1554 GRADE 36 H.D. GALVANIZED WITH CLASS 1A THREADS.
- CONCRETE SHALL HAVE COMPRESSIVE STRENGTH Fc' = 4000 PSI.



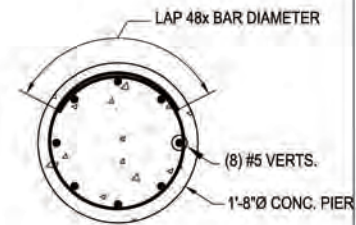
4B SIGN A1 - TYP. BASE SEC.  
A1 N.T.S.



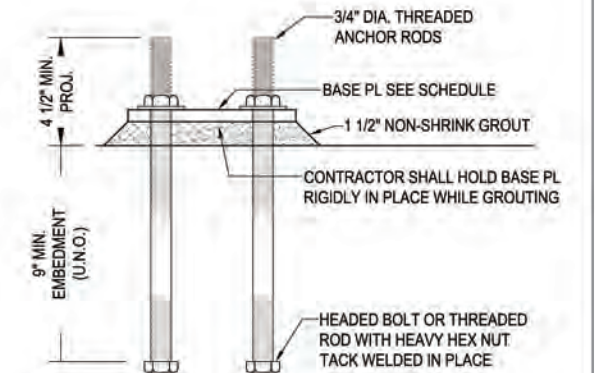
4 SIGN A1 - TYP. FTG. SEC.  
A1 N.T.S.



6 POST-BASE PLATE DETAIL  
A1 N.T.S.



4A CONC. PIER DETAIL  
A1 N.T.S.



5 TYP. ANCHOR ROD DETAIL  
A1 N.T.S.

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.  
Date: 6/22/2017  
Drawn By: JAH

Project Name:  
**CITY OF DULUTH PARKS AND REC.  
EXTERIOR SIGNAGE FOUNDATIONS**

**Northland**  
Consulting Engineers L.L.P.  
Structural, Civil and Forensic Engineering Services  
Voter: 2130721-6995  
Fax: 612-338-6938

<b>SHEET TITLE / SIGN TYPE:</b> SIGN A1 - LARGE 2 SIDED PARK IDENTIFICATION SIGN	<b>DATE DRAWN:</b> June 18, 2019	<b>DATE REVISED:</b> April 14, 2020	<b>SHEET #:</b> 4 of 14
<b>PROJECT NAME/NUMBER:</b> Chambers Grove /	 <b>Hoisington Koegler Group Inc.</b> 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6938		

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PARK INFORMATION GRAPHIC

PARK NAME:

CHAMBERS GROVE PARK

PARK ADDRESS:

13404 State Hwy 23

PARK OJIBWE NAME:

Nagaajiwanaang



- F 1/4" DEPTH FLAT CUT OUT ALUMINUM LOGO WITH 3M 'DGG' TYPE X1 DIAMOND GRADE VINYL, REFER TO DETAIL 1/005
- G 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- H 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- I STRIPE PAINTED FINISH MATTHEWS ACRYLIC POLYURETHANE 'KRYPTONITE GREEN' #MP25899/LRV21.7
- J 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT

DULUTH PARKS LOGO GRAPHIC




MP COLOR CONVERSION CHART

Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

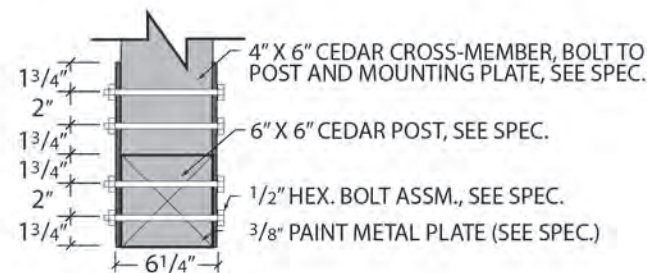
PICTOGRAM ICONS GRAPHIC, PARK STAFF SELECT (CIRCLE) UP TO SEVEN



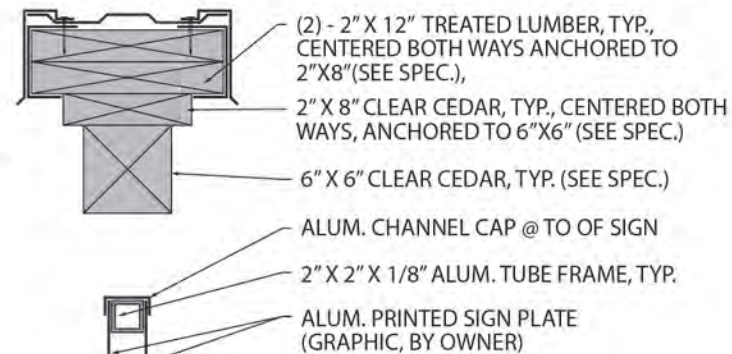
SHEET TITLE / SIGN TYPE: SIGN A1 - LARGE 2 SIDED PARK I.D. SIGN	DATE DRAWN: June 18, 2019	DATE REVISED: April 14, 2020	SHEET #: 5 of 14
PROJECT NAME/NUMBER: Chambers Grove Park /	 Hoisington Koegler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6938		

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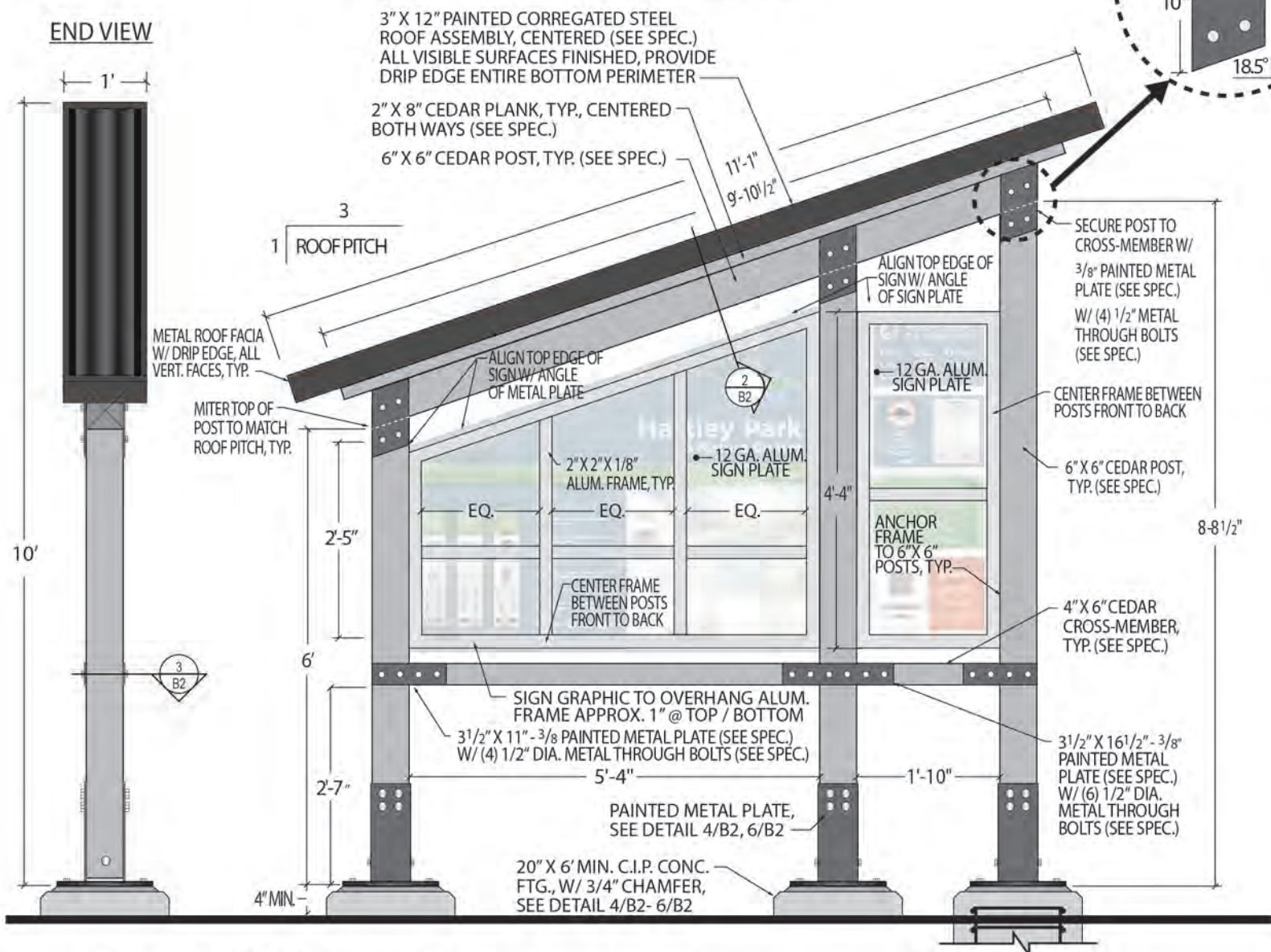


3  
B2  
SIGN B2 - POST / CROSS-MEMBER JNT. SECTION  
N.T.S.



2  
B2  
SIGN B2 - ROOF ASSEMBLY SECTION  
N.T.S.

### FRONT/BACK VIEW

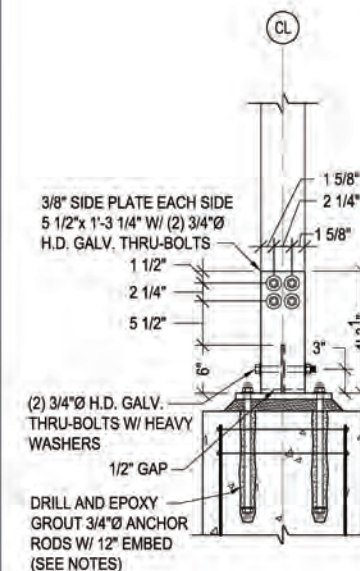


1  
B2  
SIGN B2 (TWO SIDED) - ELEVATIONS  
N.T.S.

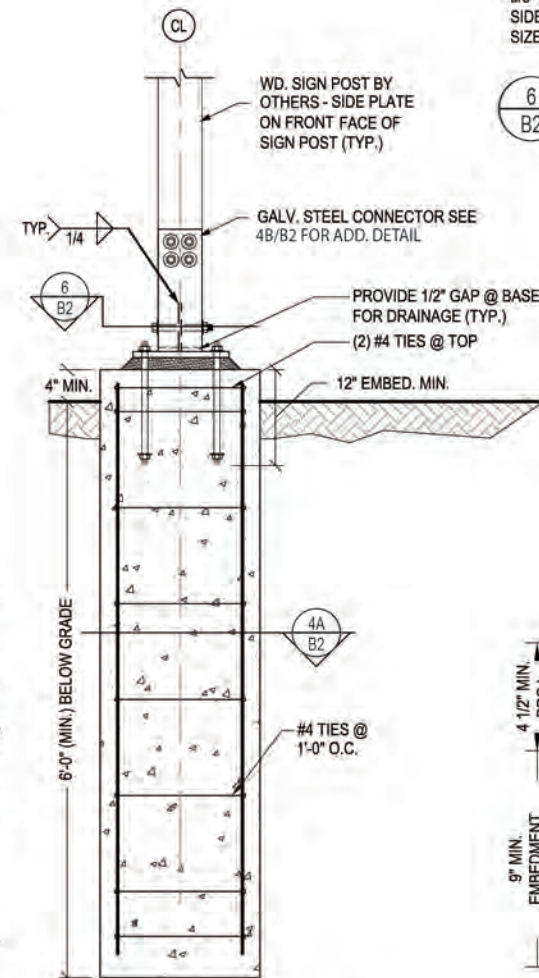
**GENERAL NOTES:**  
Contractor responsible for information on Project Cover sheet, Sign Package Specifications sheet, and Footing and Base Plate Specifications sheet  
Drawings show design intent, submit shop drawings noting all materials, dimensions and fasteners for review and approval by owner or owner's representative.

### GENERAL NOTES:

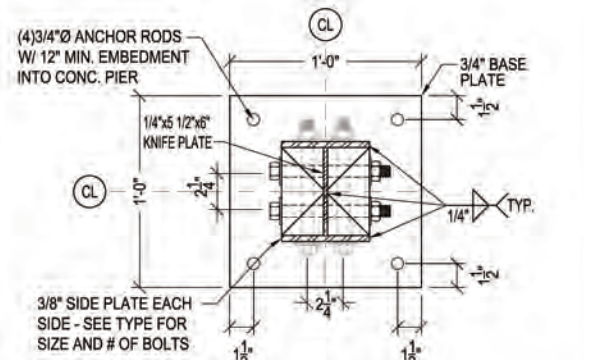
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2. ANCHOR RODS SHALL BE ASTM F1554 GRADE 36 H.D. GALVANIZED WITH CLASS 1A THREADS.
3. CONCRETE SHALL HAVE COMPRESSIVE STRENGTH  $F_c' = 4000$  PSI.



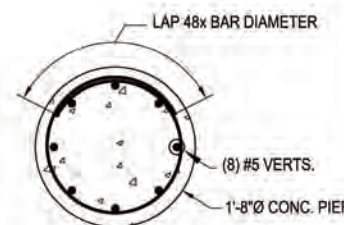
4B  
B2  
SIGN B2 - TYP. BASE SEC.  
N.T.S.



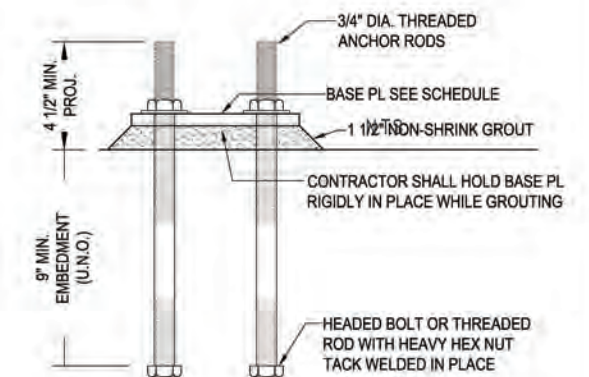
4  
B2  
SIGN B2 - TYP. FTG. SEC.  
N.T.S.



6  
B2  
POST-BASE PLATE DETAIL  
N.T.S.



4A  
B2  
CONC. PIER DETAIL  
N.T.S.




5  
B2  
TYP. ANCHOR ROD DETAIL  
N.T.S.

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.  
Date: 6/20/2017  
Drawn by: JES  
Checked by: JES

Project Name:  
**CITY OF DULUTH PARKS AND REC.  
EXTERIOR SIGNAGE FOUNDATIONS**

**Northland**  
Consulting Engineers L.L.P.  
Structural, Civil and Forensic Engineering Services  
Phone: (612) 727-5600  
Fax: (612) 727-7175  
www.nca-engineers.com

<b>SHEET TITLE / SIGN TYPE:</b> SIGN B2 - 2 SIDED PRIMARY DIRECTORY SIGN	<b>DATE DRAWN:</b> June 18, 2019	<b>DATE REVISED:</b> April 14, 2020	<b>SHEET #:</b> 8 of 14
<b>PROJECT NAME/NUMBER:</b> Chambers Grove Park /	 <b>Holsington Koegler Group Inc.</b> 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838		

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[illegible]

Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

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Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

\*Parking Lot Side 1

11"

2", TYP.

11"

2", TYP.

11"

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX

	4"	1 1/2"	4"	1 1/2"	4"	1 1/2"	4"
4"							
4"							
4"							
2"							
2"							
2"							

The image displays three panels of trail signage, each with dimensions and typical spacing indicated by arrows and text.

- Top Panel:** Dimensions are 1' 5" wide and 11" high. The title "WHEN SNOW ON GROUND" is at the top. Below it, there are six icons with prohibitions: NO WALKING, NO BIKING, NO SNOWSHOEING, NO HIKING, NO HORSES, NO SNOWMOBILES, NO DOGS, and NO ATVS.
- Middle Panel:** Dimensions are 11" high and 2" TYP. wide. It features a "Trails Closed When Wet or Muddy" sign with a cloud and rain icon, and a map of Hartley Ski Trail.
- Bottom Panel:** Dimensions are 11" high and 2" TYP. wide. It features a green background with the title "WHEN NO SNOW ON GROUND" and eight icons with permissions: RIDING, MOUNTAIN BIKING, HIKING, DOG WALKING, NO HORSES, NO ATVS, NO MOTORCYCLES, and NO BIKES.

At the bottom, there is a section for "INFORMATION AREA" featuring a QR code and contact information for Duluth Police Department: (218) 730-5400.

## 1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX

### Rules & Reminders

-  Permitted trail uses are marked at trailheads and intersections.
-  In wet and muddy conditions, trails are closed to prevent damage.
-  To find trail conditions go to [www.duluthmn.gov/parks](http://www.duluthmn.gov/parks) or scan the QR code at trailheads.
-  Multi-use trails open to human powered traffic. Nordic trails are not open for bicycles.
-  Dogs must be leashed and picked up after.
-  Motorized use is not permitted except by snowmobiles on designated trails.
-  No jittering
-  No smoking or tobacco
-  No alcohol

[illegible]

**SIGN TYPE B2 - BACKSIDE (MIRROR) FACE**


**SIGN GRAPHIC KEY**

The diagram illustrates the layout and dimensions of a sign structure for Hartley Park & Nature Center. The main structure is divided into four zones:

- ZONE E**: The top section, featuring the Hartley Park & Nature Center logo and the text "Ojibwe Name Here".
- ZONE A**: The bottom left section, containing a grid of icons for various facilities and services.
- ZONE B**: The bottom middle section, containing a list of "Rules & Reminders" and a map of the park.
- ZONE C**: The bottom right section, containing a map of the park.
- ZONE D**: The rightmost section, containing a "WHEN SNOW ON GROUND" sign, a "WHEN NO SNOW ON GROUND" sign, and an "EMERGENCY" sign with a QR code and contact information.

Dimensions and layout details:

- The main structure is 4'-4 1/2" high and 5'-4" wide.
- The sign graphic key is 4'-6" high and 1'-10" wide.
- The sign graphic key is divided into four zones: ZONE A (2'-8" high), ZONE B (2'-8" high), ZONE C (2'-8" high), and ZONE D (2'-8" high).
- The sign graphic key includes a "WHEN SNOW ON GROUND" sign, a "WHEN NO SNOW ON GROUND" sign, and an "EMERGENCY" sign.

<b>SHEET TITLE / SIGN TYPE:</b> SIGN B2 - 2 SIDED PRIMARY DIRECTORY SIGN	<b>DATE DRAWN:</b> June 18, 2019	<b>DATE REVISED:</b> April 14, 2020	<b>SHEET #:</b> 9 of 14
<b>PROJECT NAME/NUMBER:</b> Chambers Grove Park /		 Hoisington Kogler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838	

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PARK INFORMATION GRAPHIC

PARK NAME:

CHAMBERS GROVE PARK

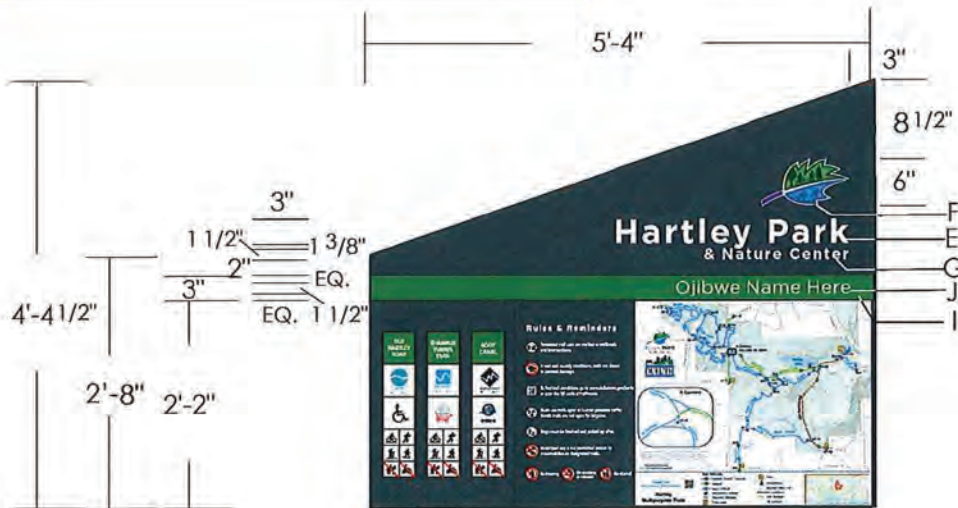
PARK ADDRESS:

13404 State Hwy 23

PARK OJIBWE NAME:

Nagaajiwanaang

- F 1/4" DEPTH FLAT CUT OUT ALUMINUM LOGO WITH 3M 'DGG' TYPE X1 DIAMOND GRADE VINYL, REFER TO DETAIL 1/005
- G 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- H 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- I STRIPE PAINTED FINISH MATTHEWS ACRYLIC POLYURETHANE 'KRYPTONITE GREEN' #MP25899/LRV21.7
- J 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT

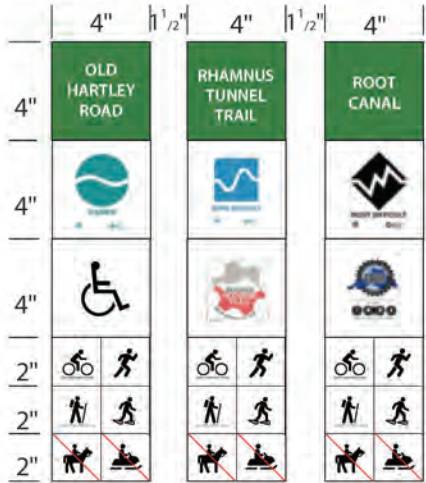


Color Name	Matthew's Paint #	CMYK
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Kryptonite Green	MP25899	80, 0, 100, 10
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Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

\*Parking Lot Side 2

ZONE A

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



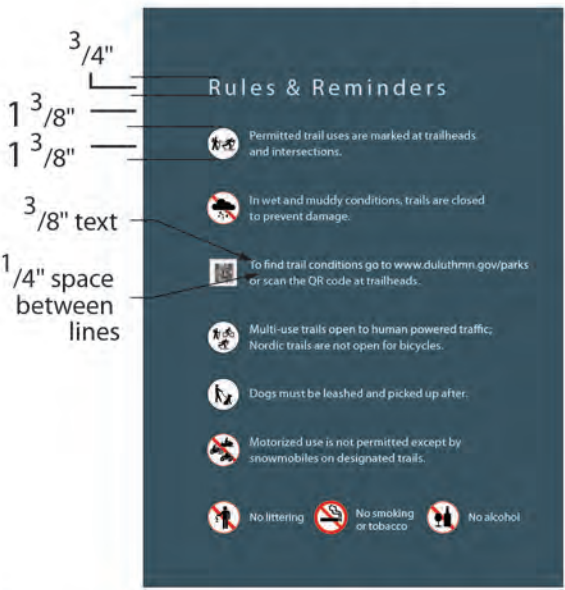
ZONE D



1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX

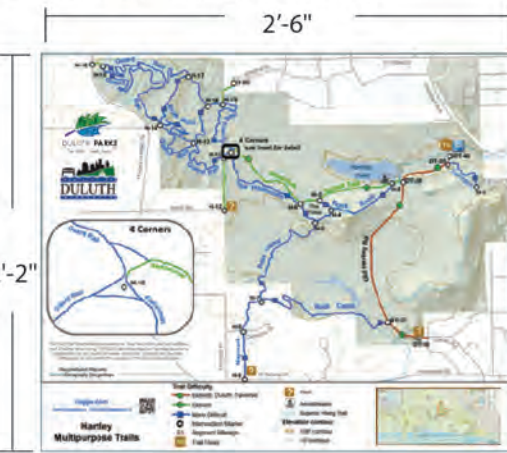
ZONE B

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



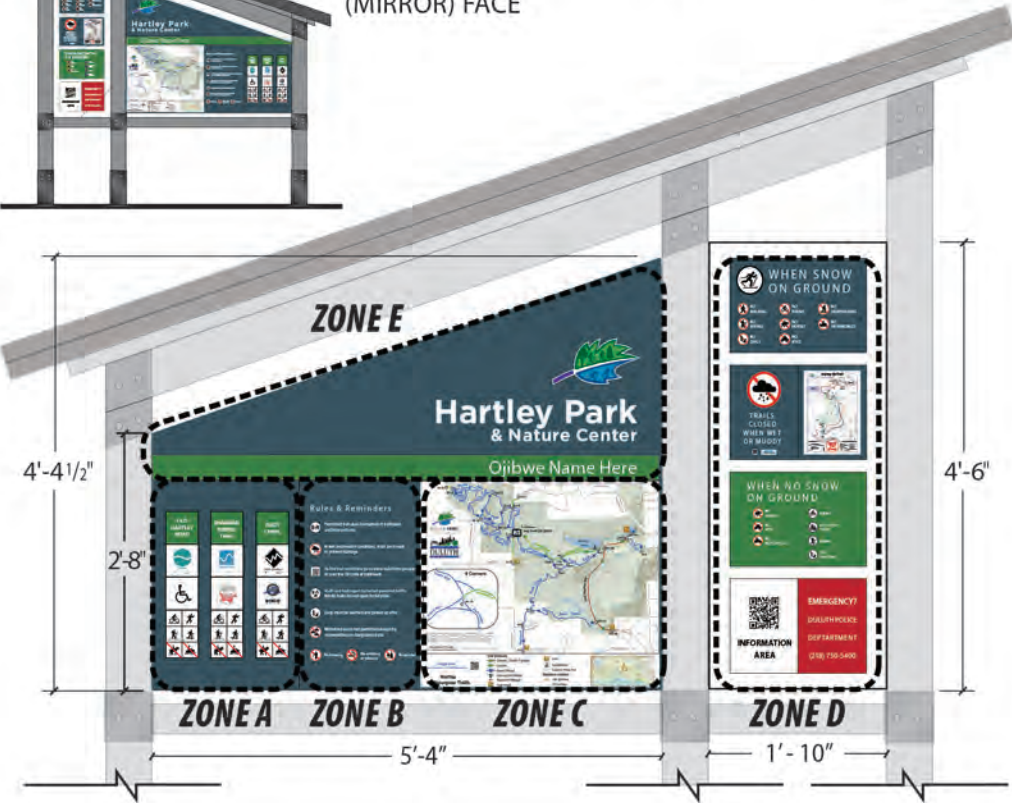
ZONE C

1/8" GE' LEXAN DIGITALLY PRINTED MAP SECOND SURFACE DECORATED W/ WHITE VINYL FLOOD PROTECTION COATING (FINAL MAP U.S.C.)



SIGN TYPE B2 - BACKSIDE (MIRROR) FACE

SIGN GRAPHIC KEY



SHEET TITLE / SIGN TYPE:

SIGN B2 - 2 SIDED PRIMARY DIRECTORY SIGN

DATE DRAWN:

June 18, 2019

DATE REVISED:

April 14, 2020

SHEET #:

10 of 14

PROJECT NAME/NUMBER:

Chambers Grove Park /

**HK**  
**gi**  
Hoisington Koegler Group Inc.  
123 North 3rd St, Suite 100  
Minneapolis, MN 55305  
Phone: 612.338.0800  
Fax: 612.338.6838

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PARK INFORMATION GRAPHIC

PARK NAME:

CHAMBERS GROVE PARK

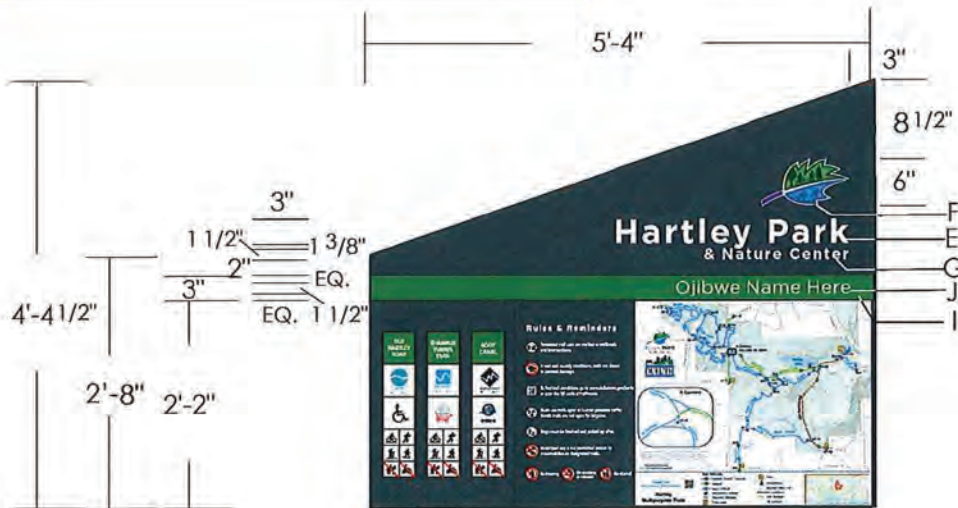
PARK ADDRESS:

13404 State Hwy 23

PARK OJIBWE NAME:

Nagaajiwanaang

- F 1/4" DEPTH FLAT CUT OUT ALUMINUM LOGO WITH 3M 'DGG' TYPE X1 DIAMOND GRADE VINYL, REFER TO DETAIL 1/005
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- H 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
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- J 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT

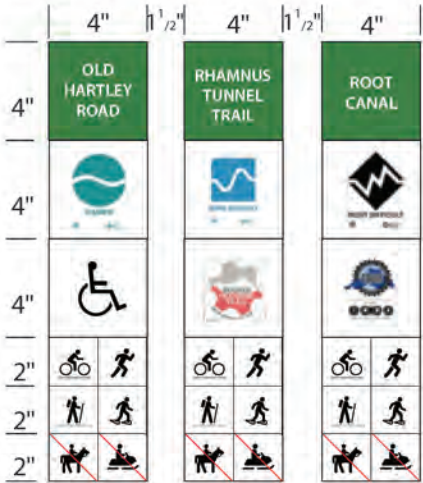


Color Name	Matthew's Paint #	CMYK
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Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

\*Canoe Rack- Side 1

ZONE A

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX

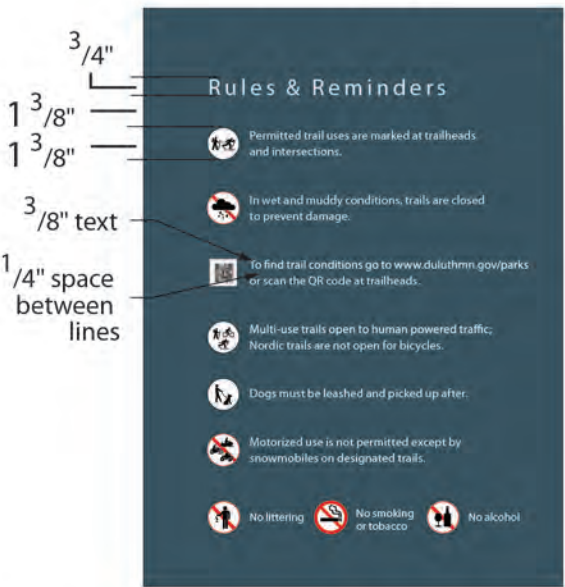


ZONE D



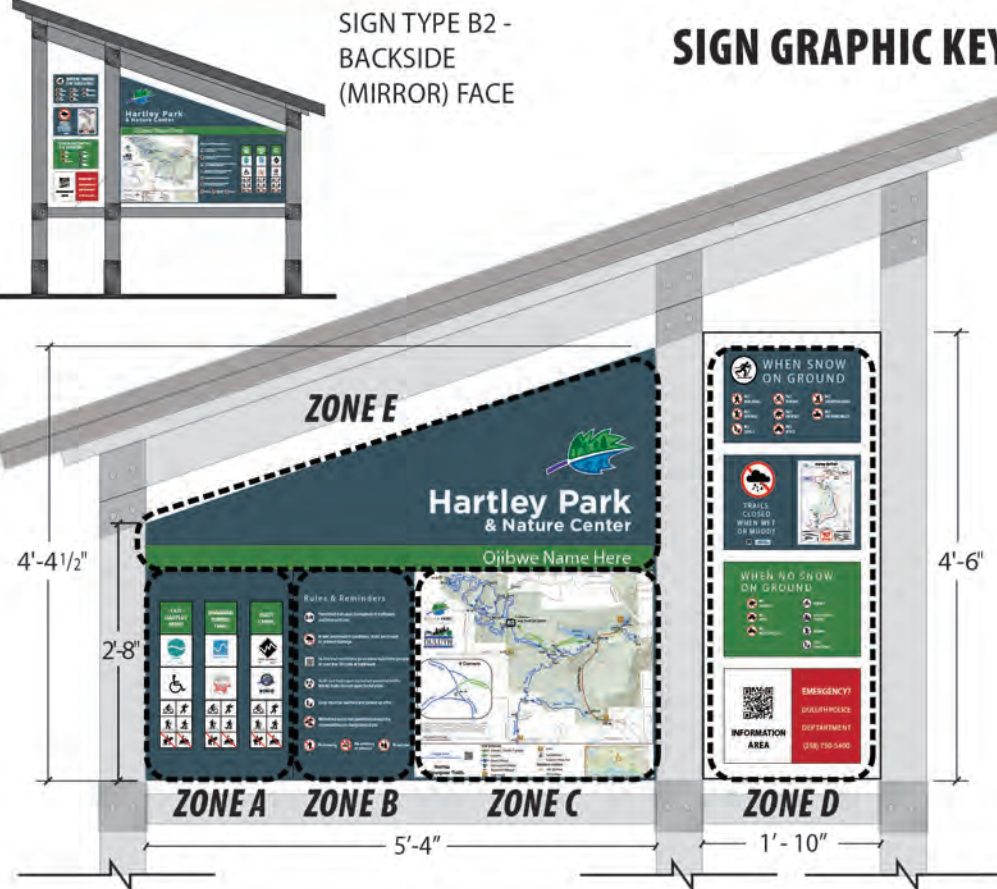
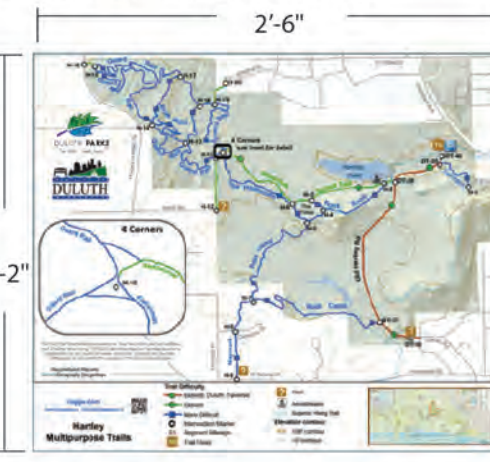
ZONE B

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



ZONE C

1/8" GE' LEXAN DIGITALLY PRINTED MAP SECOND SURFACE DECORATED W/ WHITE VINYL FLOOD PROTECTION COATING (FINAL MAP U.S.C.)



SHEET TITLE / SIGN TYPE:	DATE DRAWN:	DATE REVISED:	SHEET #:
SIGN B2 - 2 SIDED PRIMARY DIRECTORY SIGN	June 18, 2019	April 14, 2020	9 of 14
PROJECT NAME/NUMBER:	Chambers Grove Park /		

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PARK INFORMATION GRAPHIC

PARK NAME:

CHAMBERS GROVE PARK

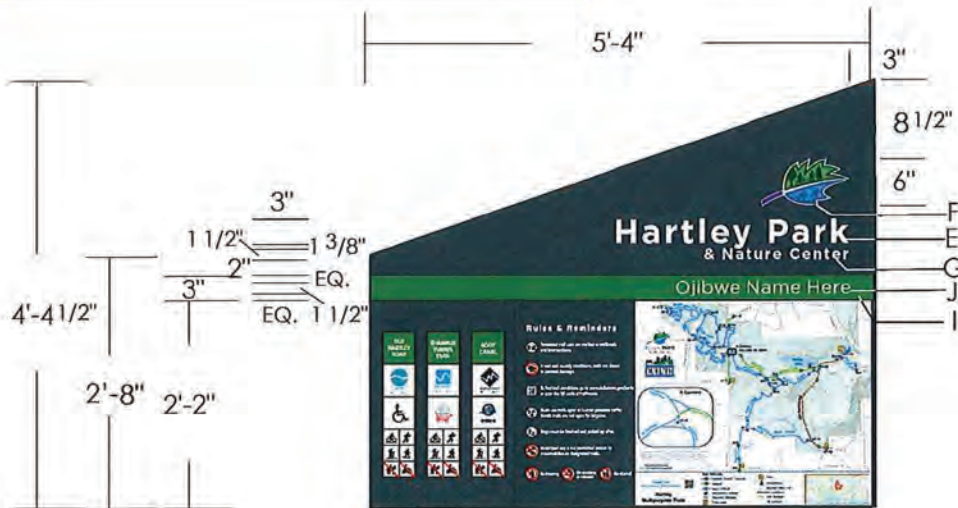
PARK ADDRESS:

13404 State Hwy 23

PARK OJIBWE NAME:

Nagaajiwanaang

- F 1/4" DEPTH FLAT CUT OUT ALUMINUM LOGO WITH 3M 'DGG' TYPE X1 DIAMOND GRADE VINYL, REFER TO DETAIL 1/005
- G 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- H 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT
- I STRIPE PAINTED FINISH MATTHEWS ACRYLIC POLYURETHANE 'KRYPTONITE GREEN' #MP25899/LRV21.7
- J 3M WHITE #480-10 REFLECTIVE VINYL GRAPHICS REFER TO 1.1-1.3 FOR TYPE FACE & LAYOUT

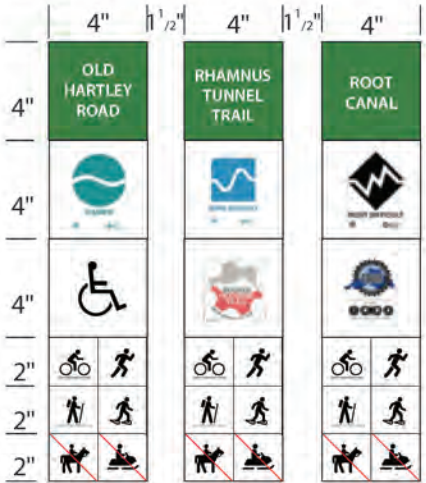


Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33

\*Canoe Rack- Side 2

ZONE A

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



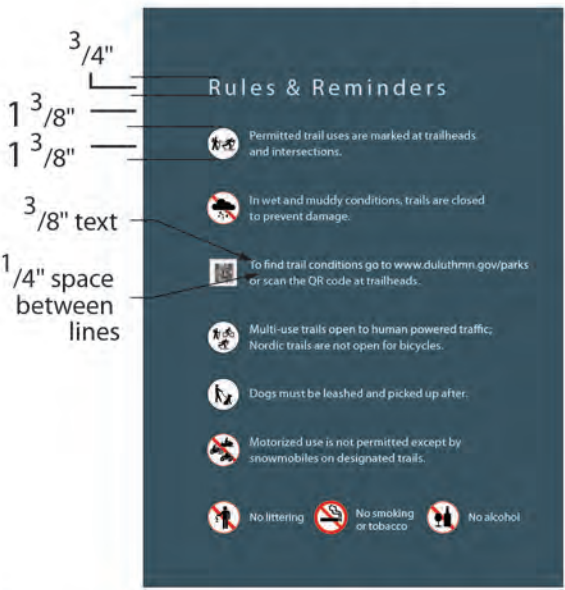
ZONE D



1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX

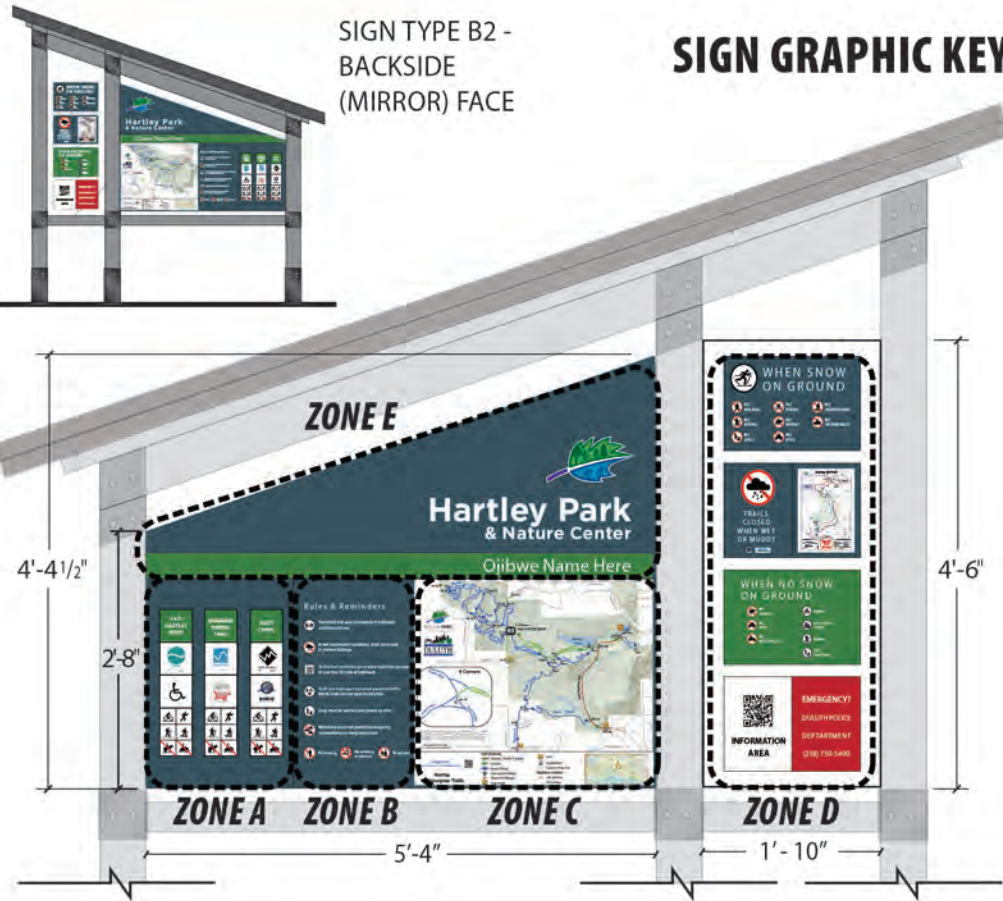
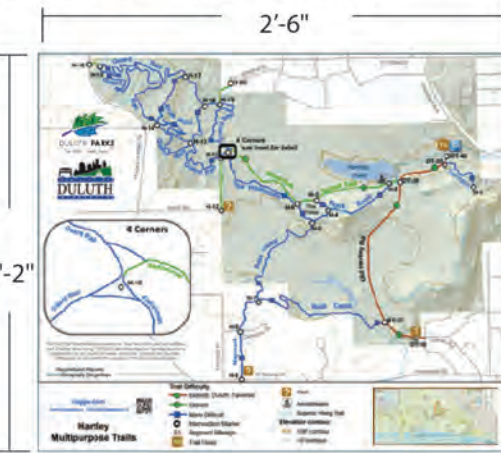
ZONE B

1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



ZONE C

1/8" GE' LEXAN DIGITALLY PRINTED MAP SECOND SURFACE DECORATED W/ WHITE VINYL FLOOD PROTECTION COATING (FINAL MAP U.S.C.)



SHEET TITLE / SIGN TYPE:	DATE DRAWN:	DATE REVISED:	SHEET #:
SIGN B2 - 2 SIDED PRIMARY DIRECTORY SIGN	June 18, 2019	April 14, 2020	10 of 14
PROJECT NAME/NUMBER:	Chambers Grove Park /		

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PARK INFORMATION GRAPHIC

PARK NAME:

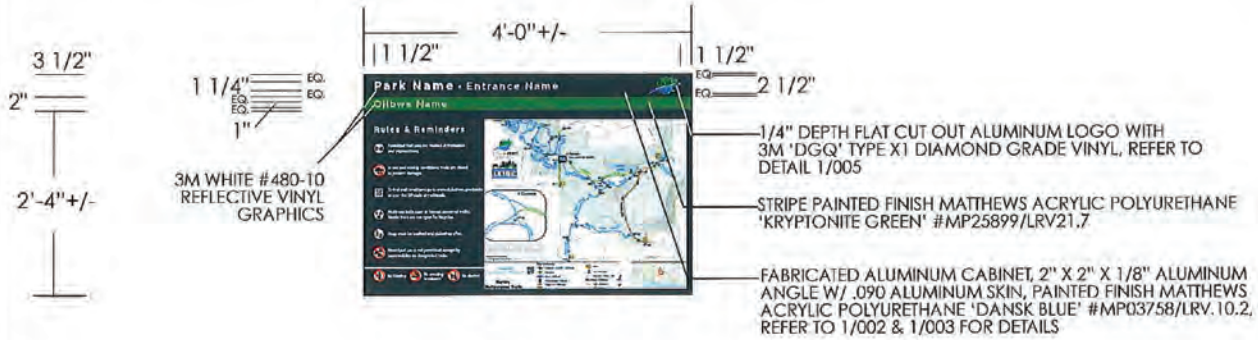
CHAMBERS GROVE PARK

PARK ADDRESS:

13404 State Hwy 23

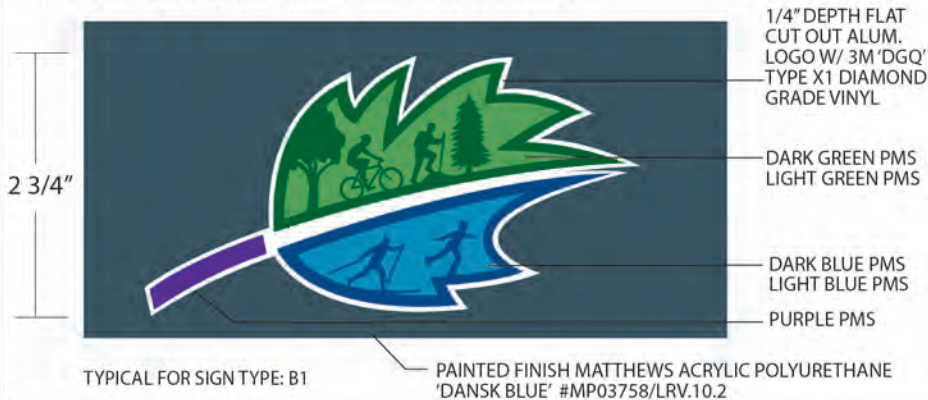
PARK OJIBWE NAME:

Nagaajiwanaang



\*Trailhead Directory Side 1

DULUTH PARKS LOGO GRAPHIC

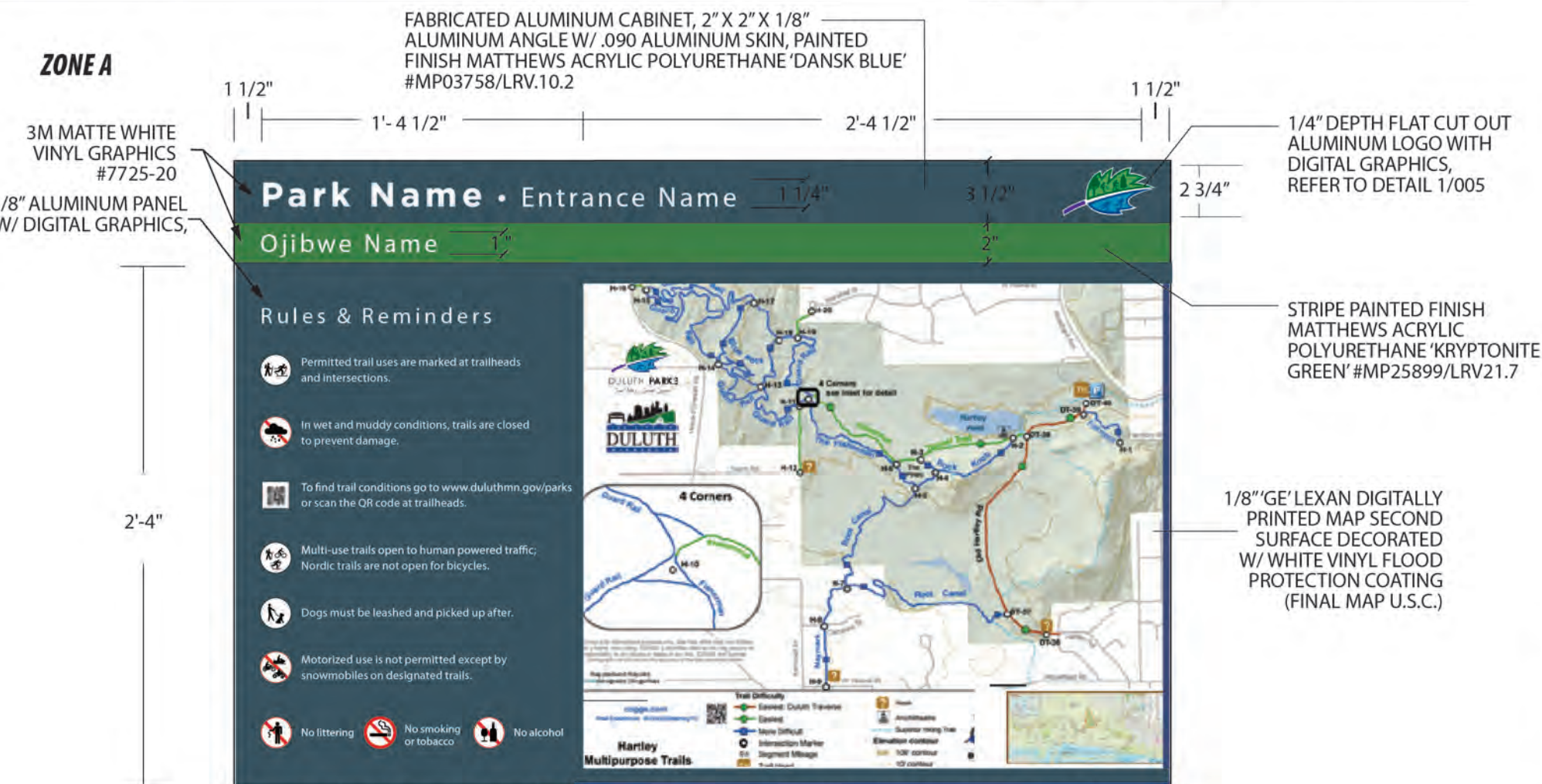


MP COLOR CONVERSION CHART

Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67 56 53 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33



ZONE A



SIGN GRAPHIC KEY



SIGN TYPE B3 TRAIL HEAD DIRECTORY - EXISTING SIGN REMODEL (DOUBLE FACED)

SHEET TITLE / SIGN TYPE: SIGN B3 - 2 SIDED TRAILHEAD DIRECTORY SIGN	DATE DRAWN: June 18, 2019	DATE REVISED: April 14, 2020	SHEET #: 11 of 14
PROJECT NAME/NUMBER: Chambers Grove Park /	Hoisington Koegler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838		

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PARK INFORMATION GRAPHIC

PARK NAME:

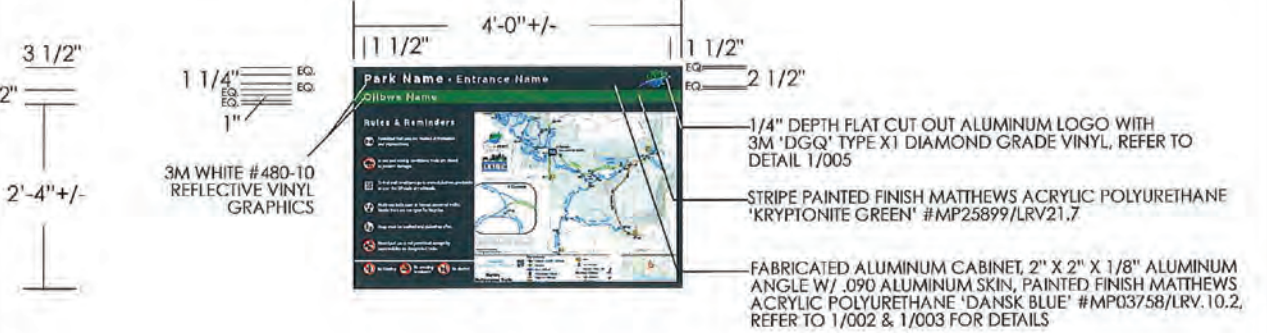
CHAMBERS GROVE PARK

PARK ADDRESS:

13404 State Hwy 23

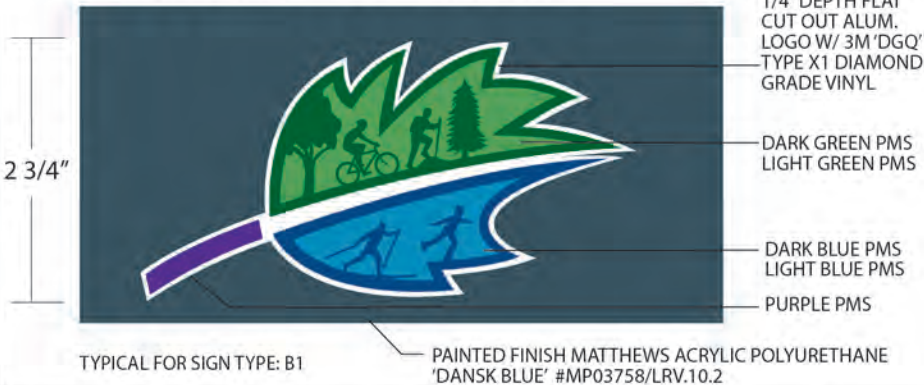
PARK OJIBWE NAME:

Nagaajiwanaang



\*Trailhead Directory Side 2

DULUTH PARKS LOGO GRAPHIC



MP COLOR CONVERSION CHART

Color Name	Matthew's Paint #	CMYK
Dansk Blue	MP3758	80, 50, 15, 30
Kryptonite Green	MP25899	80, 0, 100, 10
Durango Grey	MP25849	0, 0, 10, 50
Dark Slate	MP10269	67, 56, 53, 30
Spring Green	MP26749	60, 0, 100, 0
Clay Basket Brown	MP25839	40, 40, 50, 20
Marina Blue	MP29320	85, 50, 0, 10
Bicycle Blue	MP25808	100, 60, 0, 10
Light Blue	MP25465	51, 30, 0, 33




1/8" ALUM. PANEL W/ DIGITAL GRAPHICS, SEE SHEET X-XX



SIGN TYPE B3 TRAIL HEAD DIRECTORY - EXISTING SIGN REMODEL (DOUBLE FACED)

SIGN GRAPHIC KEY



<b>SHEET TITLE / SIGN TYPE:</b> SIGN B3 - 2 SIDED TRAILHEAD DIRECTORY SIGN	<b>DATE DRAWN:</b> June 18, 2019	<b>DATE REVISED:</b> April 14, 2020	<b>SHEET #:</b> 12 of 14
<b>PROJECT NAME/NUMBER:</b> Chambers Grove Park /		 Hoisington Koegler Group Inc. 123 North 3rd St, Suite 100 Minneapolis, MN 55305 Phone: 612.338.0800 Fax: 612.338.6838	

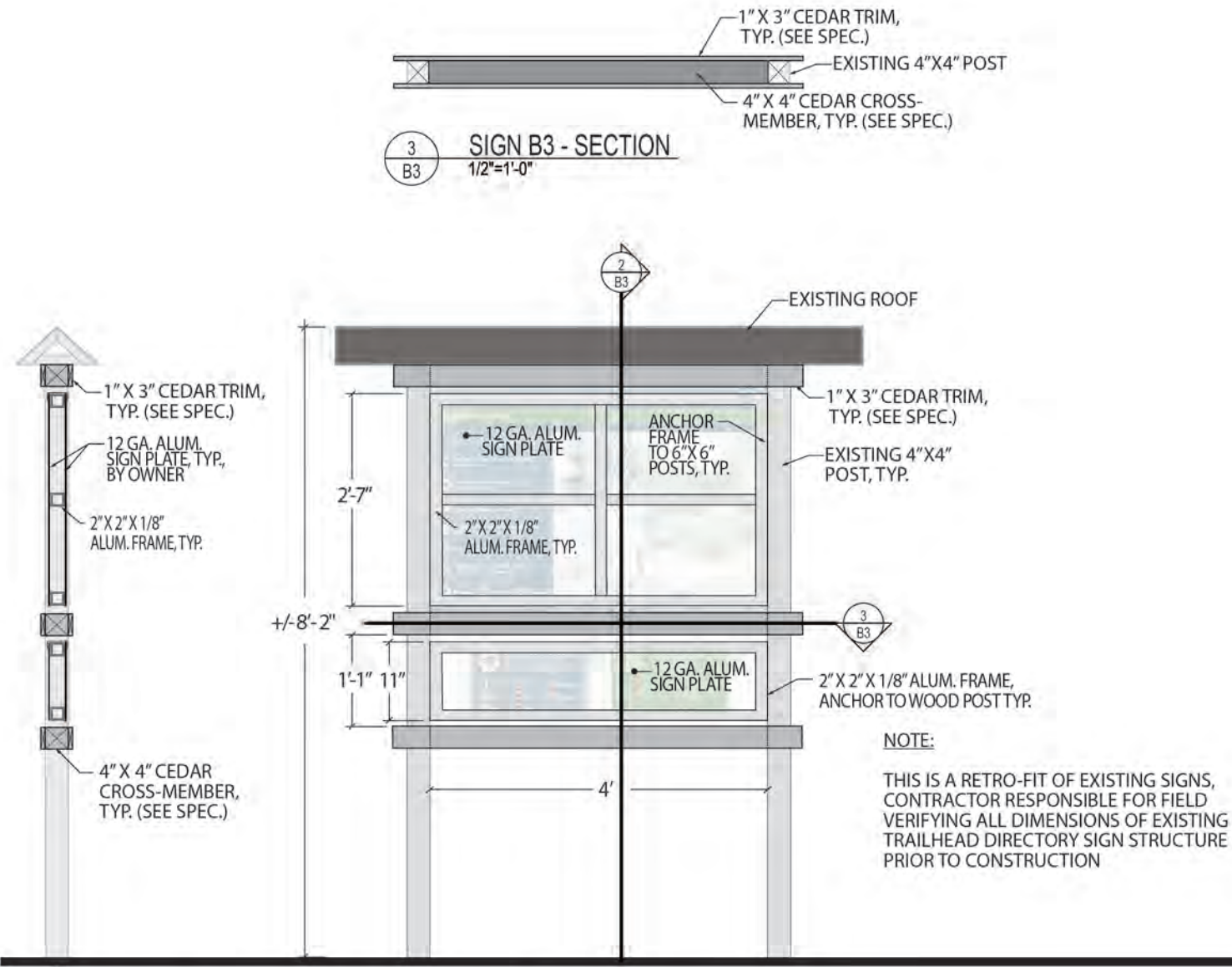
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GENERAL NOTES:

Contractor responsible for information on Project Cover sheet, Sign Package Specifications sheet, and Footing and Base Plate Specifications sheet

Drawings show design intent, submit shop drawings noting all materials, dimensions and fasteners for review and approval by owner or owner's representative.



2 B3 SIGN B3 - SECTION N.T.S.

1 B3 SIGN B3 - ELEVATIONS N.T.S.

SHEET TITLE / SIGN TYPE: SIGN B3 - 2 SIDED EXISTING TRAILHEAD DIRECTORY SIGN RETROFIT	DATE DRAWN: June 18, 2019	DATE REVISED: Sept 26, 2019	SHEET #: 13 of 14
	PROJECT NAME/NUMBER: Chambers Grove Park /		

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## PARK DEPT. STAFF TO COMPLETE

SIGN TYPE CODE	QUANTITY
F3.A	
F3.B	
F3.C	
F3.D	
F3.E	
F3.F	
F3.Fa	
F3.G	
F3.H	
F3.I	
F3.J	
F3.K	
F3.L	
F3.M	
F3.N	
F3.O	
F3.P	
F3.Q	
F3.R	
F3.S	
F3.T	6
F3.U	
F3.V	
F3.W	
F3.X	
F3.Y	
F3.Z	
F3.AA	
F3.BB	



### ***F3.A***

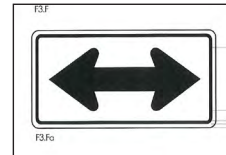
***F3.B***

### ***F3.C***

### ***F3.D***

**F3.E**

**F3.F**



***F3.Fa***

**NOTE:** SEE ATTACHED SHEETS  
FOR ALL INDIVIDUAL SIGN  
PLATE DIMENSIONS

**F3.K**

***F3.L***

**F3.M**

**36" x 24"**

**18" x 24"**

**12" x 18"**

**F3.R**

**SECONDARY ENTRANCE SIGNS**  
**"WHEN SNOW IS ON THE GROUND"**

**F3.S**

**F3.T**



**F3.U**



**F3.V**

**F3.W****F3.X**

**F3.Y**

**F3.Z**

### ***F3.AA***



**F3.BB**



**CITY OF DULUTH  
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS  
20-0384 CHAMBERS GROVE PARK SIGNAGE PROJECT**

TABLE OF CONTENTS

101.	DEFINITIONS .....	3
102.	COMMUNICATIONS .....	4
103.	SUPERINTENDENCE BY CONTRACTOR .....	4
104.	PERMITS.....	4
105.	SUBCONTRACTS .....	5
106.	OTHER CONTRACTS.....	5
107.	FITTING AND COORDINATION OF THE WORK .....	5
108.	RESPONSIBILITIES OF CONTRACTOR .....	5
109.	MUTUAL RESPONSIBILITY OF CONTRACTORS.....	6
110.	PROGRESS SCHEDULE .....	6
111.	PAYMENTS.....	6
112.	CHANGES IN THE WORK .....	7
113.	GENERAL GUARANTY .....	8
114.	BREACH OF CONTRACT .....	9
115.	TERMINATION .....	9
116.	LIQUIDATED DAMAGES. ....	10
117.	DISPUTES. ....	10
118.	FORCE MAJEURE .....	10
119.	TECHNICAL SPECIFICATIONS AND DRAWINGS .....	10
120.	ONE-CALL EXCAVATION NOTICE SYSTEM.....	11
121.	SHOP DRAWINGS .....	11
122.	REQUEST FOR SUPPLEMENTARY INFORMATION .....	11
123.	MATERIALS AND WORKMANSHIP .....	11
124.	SAMPLES, CERTIFICATES AND TESTS .....	12
125.	RESTRICTED ACCESS.....	13
126.	CARE OF WORK .....	13
127.	ACCIDENT PREVENTION AND SAFETY .....	14
128.	USE OF PREMISES .....	15
129.	INSPECTION .....	15
130.	REVIEW BY THE CITY .....	16
131.	PARTIAL USE OF IMPROVEMENTS.....	16



132.	FINAL INSPECTION.....	16
133.	CORRECTION FOR NON-CONFORMING WORK.....	16
134.	INDEMNITY FOR CONTRACTS OVER \$1 MILLION ESTIMATED CONSTRUCTION COSTS.....	17
135.	WARRANTY OF TITLE .....	17
136.	ENVIRONMENTAL CONDITIONS .....	17
137.	EQUAL EMPLOYMENT OPPORTUNITY .....	17
138.	DAVIS BACON ACT .....	18



## 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	Matt Andrews City of Duluth 411 West First St., Ground Floor Duluth, MN 55802
------	--

ARCHITECT	N/A
-----------	-----

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, MN 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 final payment 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.

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 by the contract.

## **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.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon



written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

#### **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. (UL) 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.
- g. In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **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.

#### **138. DAVIS BACON ACT**

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage decision included as part of the bid solicitation. In addition, contractor shall pay wages not less than once a week.



**CITY OF DULUTH**  
**ADDITIONAL CONDITIONS FOR NATIONAL OCEANIC AND ATMOSPHERIC**  
**ADMINISTRATION (NOAA) FUNDED PROJECTS**

The Chambers Grove Park Signage project is funded in part by a grant from the National Coastal Zone Management Program. The awarded Contractor shall comply with the following additional conditions:

**1. NOAA Award Number**

The contractor shall include the NOAA Award Number on all paperwork submitted in relation to this project, including but not limited to invoices, pay applications, certified payrolls, etc. The NOAA Award Number for this project is **NA17NOS4190062**.

**2. Invoicing**

All invoices shall be itemized and include the following information:

- a. Name and address of Contractor
- b. Name of invoice recipient and organization (City of Duluth)
- c. Date of purchase or work
- d. Description of item(s) or work purchased
- e. Quantity of item(s) or work purchased
- f. Unit price for each item
- g. Total amount spent for each item

The contractor shall submit an invoice for all purchases and work performed through June 30th separately, as the NOAA grant's fiscal year ends June 30th. This invoice shall be submitted to the City no later than July 10<sup>th</sup>.

**3. Project Documentation**

The contractor shall be responsible for providing photographic documentation of the progress of the project.

- a. Photos must be provided of each ADA accessible bench and picnic table, as well as each sign and ½-mile marker.
- b. Photo file names shall include the subject matter, location, and a time stamp. GPS coordinates shall be provided for each photo.
- c. Photos shall be submitted with each pay application. Failure to do so will delay processing the pay application.

In addition, the Contractor shall provide any and all additional information required by NOAA, if requested by the City.

**4. Permits**

All applicable permits shall be obtained by the Contractor and turned in to the City Project Coordinator before work related to the permit commences.

**5. Invasive Species Prevention**

The Minnesota Department of Natural Resources (MNDNR) requires grantees (the City) and Contractors to take active steps to prevent or limit the introduction, establishment, and spread of invasive species. Contractors and subcontractors shall prevent invasive species from entering into, spreading within, or leaving a project site by performing the following preventive measures:

**CITY OF DULUTH**  
**ADDITIONAL CONDITIONS FOR NATIONAL OCEANIC AND ATMOSPHERIC**  
**ADMINISTRATION (NOAA) FUNDED PROJECTS**

- a. Contractor shall inspect all equipment, vehicles, gear, and/or clothing at the project site for soil, aggregate material, mulch, vegetation (including seeds) or animals upon arrival to the job site and prior to leaving the job site. If any soil, aggregate material, mulch, vegetation (including seeds) or animals are found, they must be removed/cleaned using a brush or broom, compressed air or a pressure washer at the staging area. The contractor shall dispose of material cleaned from equipment and clothing onsite. If the material cannot be disposed of onsite, secure material prior to transport in a sealed container, covered truck, or wrap the material with a tarp and legally dispose of the material offsite.
- b. When moving materials:
  - i. Do not plant or introduce prohibited or regulated invasive species or other invasive species as listed on the MNDNR 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).
  - ii. 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.
  - iii. Inspect transplanted vegetation for signs of any other plant material and/or animals, that may be attached to the vegetation and remove any that are found.
  - iv. Do not move soil or raw wood products that may harbor invasive species from infested sites.
- c. Parking, staging areas, and travel routes shall not be within areas known to have infestations of invasive species.

**6. Pollinator Best Management Practices**

Both the MNDNR and the City have adopted guidelines to ensure an appropriate diversity of native species and to provide habitat for pollinators throughout the growing season. For that reason, the majority of plants called out in the plans are flowering forbs that will provide nectar for native bees. In addition, the seed mix specified for restoring areas disturbed by construction consists of native species and includes several different pollinator-friendly species.

Contractors shall follow the MNDNR pollinator best practices and guidelines. Please refer to the MNDNR website for more information [http://www.dnr.state.mn.us/pollinator\\_resources/index.html](http://www.dnr.state.mn.us/pollinator_resources/index.html)

**7. Whistleblower Protection Rights**

All employees of grantees, contractors and subcontractors working on this project will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

- a. Contractors shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C.4712, which states that an employee of a contractor, subcontractor, or grantee may not be



**CITY OF DULUTH**  
**ADDITIONAL CONDITIONS FOR NATIONAL OCEANIC AND ATMOSPHERIC**  
**ADMINISTRATION (NOAA) FUNDED PROJECTS**

discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

- b. Contractors shall insert the substance of this clause, including these paragraphs a and b, in all subcontracts over the simplified threshold, which is currently \$150,000.

**8. Trafficking in Persons**

As required by the grant agreement, you are hereby notified that contractors, subcontractors, and their employees may not engage in severe forms of trafficking in persons; procure a commercial sex act; or use forced labor during the period of the project.

**9. American Disabilities Act**

Contractor must comply with the 2010 American Disabilities Act Standards for Accessible Design and all applications regulations and guidelines.

City of Duluth  
Supplementary Provisions – State & Federal Funding  
20-0384 Chambers Grove Park Signage Project

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. 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, 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, 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 considerations for employment without regard to race, color, religion, sex, 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 as 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 (1) 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.

4. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

7. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

"General Decision Number: MN20200040 05/15/2020

Superseded General Decision Number: MN20190040

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	05/15/2020

BOIL0647-004 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 37.22	27.14

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CARP0361-020 05/01/2019

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

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08

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CARP0361-021 05/01/2019

ST LOUIS (Duluth)



	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08

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CARP0606-010 05/01/2019

ST LOUIS COUNTY (Northeast 2/3 including Cook, Cusson, Ely; and Western part including Chisholm, Greaney, and Orr)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 36.35	22.08

-----  
ELEC0242-012 06/02/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.46	27.13

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ELEC0294-006 06/02/2019

ST. LOUIS (North part bounded on the south by the south line of Ellsburg Township, extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 40.66	28.91

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ENGI0049-064 05/01/2019

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2.....	\$ 38.64	20.50
Group 3.....	\$ 38.09	20.50
Group 4.....	\$ 37.79	20.50
Group 5.....	\$ 34.75	20.50
Group 6.....	\$ 33.54	20.50

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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\* IRON0512-028 05/03/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 33.99	30.70

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LABO1091-006 05/01/2019

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS		
(1) Common or General.....	\$ 34.28	17.77
(2) Mason Tender		
Cement/Concrete.....	\$ 34.48	17.77
(6) Pipe Layer.....	\$ 36.78	17.77

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LABO1091-007 05/01/2019

SOUTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 34.28	17.77

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LABO1097-002 05/01/2018

NORTHERN ST. LOUIS COUNTY

	Rates	Fringes
LABORER		
Common or General (Natural Gas Pipeline only).....	\$ 32.09	18.01

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LABO1097-005 05/01/2018

ST LOUIS (North of T. 55 N)

Rates	Fringes
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## LABORERS

(1) Common or General.....	\$ 32.09	18.01
(2) Mason Tender		
Cement/Concrete.....	\$ 32.29	18.01
(6) Pipe Layer.....	\$ 34.59	18.01

-----  
PLAS0633-036 05/01/2019

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.10	19.83

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PLAS0633-039 05/01/2019

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.10	19.83

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TEAM0160-018 05/01/2019

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck...	\$ 33.25	19.01
(2) 3 Axles/4 Axles; 5		
Axles receive \$0.30		
additional per hour.....	\$ 32.70	19.01
(3) Tandem Axles; & Single		
Axles.....	\$ 32.60	19.01

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SUMN2009-072 09/28/2009

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the



classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



**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
- KOOSKICHING-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>			

# **City of Duluth**

## **Indemnification & Insurance Requirements**

### **for Construction Contracts**

#### INDEMNIFICATION CLAUSE

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

#### INSURANCE

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

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

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

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act



by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.