



Purchasing Division
Finance Department
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Duluth, Minnesota 55802

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Addendum No. 2
Solicitation #25-99376
Spirit Mountain Legacy – Phase III – Mountain Bike Trails

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. Below are following changes to the specifications.
 - a. Clarification: The attached document “Natural Surface Trails SWPP” replaces in its entirety “2.6 (SWPPP) STORMWATER POLLUTION PREVENTION PLAN” in the Specifications.
 - b. Add to the Bid Package the attached document MPCA SWPPP compliance language for sites over 1-Acre.
 - c. Add to the Bid Package the attached document MPCA SWPPP compliance language for sites under 1-Acre.
2. Federal grants are applicable to this project. The following changes are due to the applicable federal grants.
 - a. The attached document “City of Duluth, General Conditions for Construction Contracts” replaces in its entirety the existing General Conditions beginning on page fifteen in the Bid Package.
 - b. The attached document “City of Duluth, Supplementary Provisions – State & Federal Funding” replaces in its entirety the existing Supplementary Provisions beginning on page thirty-three in the Bid Package.
 - c. Bidders are required to acknowledge the Bryd Anti-Lobbying Amendment Certification that has been added to Bid Express.
 - d. The attached document “Labor Cost Bidding Data” replaces in its entirety the existing document detailing prevailing wage decisions beginning on page four in the Bid Package.
 - e. Insert the attached wage decisions for Federal Heavy-Highway into the Bid Package following the updated prevailing wage decisions.
 - f. Insert the attached ‘Additional Conditions Per Grant Agreement’ into the Bid Package.
 - g. The due date of bid submission has been moved to July 3, 2025 at 2:00pm.
 - h. The due date for questions and pre-qualification forms has been moved to June 26, 2025.
 - i. Strongly encouraged pre-bid site walkthroughs are available upon request until June 30, 2025. Please call the Project Manager, Jim Shoberg, at 218-208-9632 to schedule a walkthrough.
 - j. The Project Labor Agreement (PLA) is no longer required for this project.

Please acknowledge receipt of this Addendum by checking the acknowledgement box within the www.bidexpress.com solicitation.

Posted: **June 18, 2025**

2.6 (SWPPP) Stormwater Pollution Prevention Plan

NPDES Construction Stormwater General Permit and City of Duluth Erosion and Sediment Control Permit

The State issued NPDES Construction Stormwater General Permit is included in this bid solicitation as an appendix. If your project is over ¾ mile long or over 1 acre of ground disturbance you will need this permit. Additionally, the contractor must identify a trained person responsible for SWPPP implementation on NPDES permitted sites. It is your responsibility to follow the content of this permit. If your project includes more than 3,000 square feet of ground disturbance or is within a shoreland area, a City of Duluth Erosion and Sediment Control Permit is required.

Erosion and Sedimentation Control

Management of erosion and sediment on this project is the responsibility of the Contractor. Typical stormwater BMPs for trail construction of this nature are included in this bid package. All construction activities must conform to the requirements of the City Erosion and Sediment Control permit and the State NPDES Permit if applicable. Any inconsistencies created by the construction specifications do not excuse the contractor for violating the procedures and requirements laid out in the permits.

To satisfy erosion and sediment control requirements, trail must be finished as the project advances. Any roughed-in corridors not being worked for 24 hours must be completed trail to reduce the exposure of non-compacted tread to moisture. Any segments requiring delayed finishing must be approved in advance by the Owner. Any disturbed areas not part of active tread must be stabilized within 24 hours of not being worked with native duff from within the trail corridor or erosion control blanket and or weed free straw and seed as defined in the permit. Wood chips created from the slash because of trail corridor clearing are an acceptable mulch alternative to weed free straw.

Each active crew working shall have on site erosion control BMPs such as seed and straw mulch, available to use per the requirements of the State and local City Stormwater Permits.

Filter Strips

Filter strips are vegetated areas downslope of the trail corridor intended to treat sheet flows coming off the tread. Filter strips function by slowing down flow velocities, filtering out sediments, and providing an opportunity for infiltration into the underlying soils. Properly mulched spoils may be designated as part of the filter strip. Filter strips shall not be used as regular travel-ways for equipment and materials. Areas with inadequate filter strip capacity above waterways may require installation of formal erosion control measures to satisfy erosion and sediment control plan requirements. When within 200 feet of a drainageway Contractor must include formal perimeter erosion control BMPs prior to digging.

Spoils Stabilization

All excavated materials not used in the trail tread or other constructed trail features must be stabilized within 24 hours of not being worked. Spoils should be distributed in a thin layer adjacent to the trail tread not more than 4" in depth. Care should be taken to avoid placing spoils in drainages, swales or wetlands. When possible, spoils must be mulched with native materials to discourage erosion while native seed stocks reestablish. In areas without adequate native duff mulch, weed free straw may be substituted along with the approved seed mix per the attached seed mix exhibit. In certain circumstances, installation of formal erosion control measures may be required.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE:

CHAIN OF RESPONSIBILITY

THE CITY AND THE CONTRACTOR ARE CO-PERMITTEES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION PERMIT. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A NOTICE OF TERMINATION (NOT) (PERMIT SECTIONS 4 AND 13) HAS BEEN SUBMITTED TO THE MPCA. THE CONTRACTOR WILL DEVELOP A CHAIN OF COMMAND WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE, AND THE (NOT) HAS BEEN FILED WITH THE MPCA. KEEP AND POST A COPY OF THE NOTIFICATION OF COVERAGE FROM THE MPCA AT THE SITE (PERMIT ITEM 3.6).

EROSION PREVENTION PRACTICES (PERMIT SECTION 8)

1. DELINEATE LOCATIONS NOT TO BE DISTURBED BEFORE WORK BEGINS (PERMIT ITEM 8.2).
2. MINIMIZE DISTURBANCE OF STEEP SLOPES. USE TECHNIQUES SUCH AS PHASING, SLOPE DRAINS, TERRACING, AND OTHER STEEP SLOPE STABILIZATION BMP'S (PERMIT ITEM 8.3).
3. PROPERTY DESIGNED DITCH OR SWALES (WITH ROCK DITCH CHECKS, BIO ROLLS, ETC) USED FOR SEDIMENT CONTAINMENT SYSTEM DO NOT NEED STABILIZATION AND ONLY NEED APPROPRIATE SEDIMENT CONTROLS. STABILIZE WITHIN 24 HOUR AFTER USE (PERMIT ITEM 8.7 AND 9.4).
4. WHERE FEASIBLE ROUTE STORMWATER AROUND NON-STABILIZED AREAS.

SEDIMENT CONTROL PRACTICES (PERMIT SECTION 9):

1. ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADE PERIMETERS THAT DRAIN TO ANY SURFACE WATER INCLUDING STORM CONVEYANCE SYSTEMS (PERMIT ITEM 9.2).
2. FLOATING SILT CURTAIN IS NOT A SEDIMENT CONTROL BMP EXCEPT WHEN WORKING ON THE SHORELINE OR BELOW WATERLINE (PERMIT ITEM 9.5)
3. SEDIMENT CONTROL BMP MAY BE REMOVED OR ADJUSTED FOR SHORT-TERM ACTIVITIES (SUCH AS CLEARING, GRUBBING, VEHICLE PASSAGE, ECT.) BUT MUST BE REINSTALLED (PERMIT ITEM 9.6):
 - 3.1. IMMEDIATELY AFTER SHORT-TERM ACTIVITY IS COMPLETED.
 - 3.2. BEFORE NEXT PRECIPITATION EVENT EVEN IF SHORT-TERM ACTIVITY IS NOT COMPLETE.
4. INLET PROTECTION MAY BE REMOVED FROM AN INLET IF A SPECIFIC SAFETY CONCERN IS IDENTIFIED. DOCUMENT THIS EVENT IN THE SWPPP (PERMIT ITEM 9.8)
5. PROVIDE EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES (PERMIT ITEM 9.9). LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS, SURFACE WATERS, AND STORMWATER CONVEYANCES (PERMIT ITEM 9.10).
6. INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN PERMIT SECTION 14 (PERMIT ITEM 9.13).
7. RESTRICT VEHICLE AND EQUIPMENT USE ON AREAS WHERE VEGETATION WILL BE REESTABLISHED TO REDUCE SOIL COMPACTION. USE SUBSOILING (MNDOT SPEC 2574.3.A.4) TO RESTORE HAUL ROADS AND OTHER AREAS THAT WERE COMPACTED DURING CONSTRUCTION (PERMIT ITEM 9.14).
8. PRESERVE TOPSOIL ON SITE, UNLESS INFEASIBLE (PERMIT ITEM 9.15).
9. DISCHARGE BMPS TO VEGETATED AREAS UNLESS INFEASIBLE (PERMIT ITEM 9.16).
10. PRESERVE 50- FEET NATURAL BUFFER (100- FEET FOR SPECIAL WATERS) FROM SURFACE WATERS PERMIT (ITEMS 9.17 AND 23.11). WHERE INFEASIBLE PROVIDE REDUNDANT PERIMETER SEDIMENT CONTROLS (INSTALL AT LEAST 5 FEET APART).
11. STABILIZE ANY SEDIMENT CONTROL MADE OF SOIL WITHIN 24 HOURS (PERMIT ITEM 9.18).
12. USE ACCEPTED ENGINEERING PRACTICES WHEN USING POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS. USE DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATION PROVIDED BY THE MANUFACTURER OR SUPPLIER. USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE (PERMIT ITEM 9.19).

DEWATERING AND BASIN DRAINING (PERMIT SECTION 10):

1. DURING DEWATERING DO NOT CAUSE NUISANCE CONDITIONS. CEASE DEWATERING IMMEDIATELY IF NUISANCE CONDITIONS OCCURE. NUISANCE CONDITIONS INCLUDE BUT ARE NOT LIMITED TO (PERMIT ITEM 10.3):
 - 1.1. SEDIMENT PLUMES
 - 1.2. DISCHARGE APPEARS CLOUDY OR OPAQUE
 - 1.3. VISIBLE OIL FILM
 - 1.4. AQUATIC HABITAT DEGRADATION
2. DISCHARGE TURBID OR SEDIMENT-LADEN WATER TO SEDIMENT TRAP, SEDIMENT BASIN, FILTER BAG, OR OTHER SEDIMENT CONTROL. TO THE EXTENT FEASIBLE DISCHARGE TO WELL VEGETATED UPLAND AREA (PERMIT ITEM 10.2).
3. PERMITTEES ARE PROHIBITED FROM USING RECEIVING WATER AS PART OF THE TREATMENT AREA (PERMIT ITEM 10.2).
4. USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE FOR WATER CONTAINING OIL OR GREASE (PERMIT ITEM 10.4).
5. DISCHARGE WATER IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINT (PERMIT ITEM 10.5).
6. IF FILTERS WITH BACKWASH WATER ARE USED, HAUL BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION (PERMIT ITEM 10.6).

POLLUTION PREVENTION MANAGEMENT MEASURE (PERMIT SECTION 12):

1. PLACE CONSTRUCTION MATERIALS THAT ARE A SOURCE CONTAMINATION UNDER COVER PROTECTING THEM FROM STORMWATER (PERMIT ITEM 12.2). THESE MATERIALS INCLUDE BUT ARE NOT LIMITED TO (PERMIT ITEMS 12.2 AND 12.3):
 - 1.1. PESTICIDES
 - 1.2. FERTILIZERS
 - 1.3. TREATMENT CHEMICALS

2. STORE HAZARDOUS MATERIALS AND WASTE IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS, AND OTHER DISCHARGE, INCLUDE SECONDARY CONTAINMENT AS APPLICABLE. TAKE REASONABLE STEPS TO PREVENT DISCHARGE AND SPILLS. THESE PRODUCTS INCLUDING (PERMIT ITEMS 12.4, 12.5, AND 12.7):
 - 2.1. OIL
 - 2.2. DIESEL FUEL, GASOLINE, AND OTHER PETROLEUM PRODUCTS
 - 2.3. HYDRAULIC FLUIDS
 - 2.4. PAINTS AND SOLVENTS
 - 2.5. WOOD PRESERVATIVES
 - 2.6. CURING COMPOUNDS
 - 2.7. ACIDS
3. STORE COLLECT AND DISPOSE OF SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035 (PERMIT ITEM 12.5).
4. POSITION PORTABLE TOILETS AND SECURE TO PREVENT BEING KNOCKED OVER.
5. LIMIT VEHICLE EXTERIOR AND EQUIPMENT WASHING TO A DEFINED AREA. DISPOSE WASTE FROM WASHING PROPERLY (PERMIT ITEM 12.8).
6. PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS FROM (PERMIT ITEM 12.9).
 - 6.1. CONCRETE, STUCCO, AND GROUT
 - 6.2. PAINT
 - 6.3. FORM RELEASE OIL
 - 6.4. CURING COMPOUND
 - 6.5. ANY OTHER CONSTRUCTION MATERIALS
7. ENGINE DEGREASING PROHIBITED ONSITE

SITE INSPECTION AND MAINTENANCE (PERMIT SECTION 11):

INSPECT THE ENTIRE CONSTRUCTION SITE AT A MINIMUM (PERMIT ITEM 11.2):

1. ONCE EVERY 7 DAYS
2. WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCH IN 24 HOURS
3. ONCE EVERY 24 HOUR FOR DEWATERING OPERATIONS (INCLUDES PHOTOGRAPH)

RECORD ALL INSPECTIONS AND MAINTENANCE IN WRITING AND SUBMIT TO THE CITY. INCLUDE THE FOLLOWING AT A MINIMUM (PERMIT ITEM 11.12):

1. DATE AND TIME OF INSPECTION
2. NAME OF INSPECTOR
3. REASON FOR INSPECTION
4. FINDINGS OF INSPECTION
5. CORRECTIVE ACTIONS NEEDED AND TAKEN, INCLUDING DATES, TIME, PERSON COMPLETING ACTION, DOCUMENT DISCHARGES
6. DOCUMENTED CHANGES TO THE SWPPP
7. PHOTOGRAPHS

INSPECT ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMPS AND STORMWATER TREATMENT. REPAIR, REPLACE, CLEAN, OR SUPPLEMENT NONFUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS NOTED BELOW (PERMIT ITEM 11.3 AND 11.4).

1. SITE VEHICLE EXIT LOCATION, STREETS, AND CURB AND GUTTER SYSTEMS (PERMIT ITEM 11.6)
 - 1.1. REMOVE SEDIMENT FROM PAVED SURFACES WITHIN ONE CALENDAR DAY
 - 1.2. REMOVE SEDIMENT AS SOON AS POSSIBLE IF DEEMED A SAFETY HAZARD
2. PERIMETER CONTROL DEVICES (PERMIT ITEM 11.7)
 - 2.1. SUPPLEMENT, CLEAN, OR REPLACE WHEN THE DEPTH OF SEDIMENT REACHES HALF THE STORAGE VOLUME
3. TEMPORARY AND PERMANENT SEDIMENTATION BASINS (PERMIT ITEM 11.8)
 - 3.1. DRAIN AND REMOVE SEDIMENT WHEN DEPTH OF SEDIMENT REACHES 0.5 THE STORAGE VOLUME
4. DEWATERING OPERATIONS (PERMIT ITEM 10.2 AND 11.9)
 - 4.1. INSPECT AND PHOTOGRAPH AT LEAST AT THE BEGINNING OF OPERATION AND ONCE EVERY 24 HOURS DURING OPERATION

INSPECT AREAS ADJACENT TO THE PROJECT. IF SEDIMENT DEPOSITED ARE DISCOVERED REMOVE DEPOSITED WITHIN 7 DAYS AS REQUIRE IN PERMIT ITEM 11.5. AT A MINIMUM INSPECT:

1. SURFACE WATER
2. DRAINAGE DITCHES
3. CONVEYANCE SYSTEMS

INSPECTION SCHEDULE MAY BE ADJUSTED AS OUTLINED IN PERMIT ITEM 11.11 WHEN APPROVED BY CITY.

AMENDMENT TO SWPPP (PERMIT SECTION 6):

1. THE SWPPP CAN ONLY BE AMENDED BY A QUALIFIED INDIVIDUAL. INDIVIDUAL'S NAME AND QUALIFICATION SHALL BE RECORDED IN THE SWPPP. DOCUMENT AMENDMENTS TO THE SWPPP AND KEEP ON SITE (PERMIT ITEM 6.2).
2. THE SWPPP MUST BE AMENDED, WITHIN 7 DAYS, WHEN:
 - 2.1. THERE IS A CHANGE THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE OR GROUND WATERS CAUSED BY (PERMIT ITEM 6.3 AND 6.4):
 - 2.1.1. DESIGN
 - 2.1.2. CONSTRUCTION OPERATION AND MAINTENANCE
 - 2.1.3. WEATHER OR SEASONAL CONDITIONS
 - 2.1.4. BMP'S ARE NOT EFFECTIVE (PERMIT ITEM 9.3)
 - 2.1.5. SITE IS CAUSING NUISANCE CONDITIONS
 - 2.1.6. NOT MEETING THE OBJECTIVES OF AN APPROVED TMDL

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

DATE: mm/dd/yyyy



CITY OF DULUTH
ENGINEERING DIVISION
411 W. 1ST ST. STE. 240
DULUTH, MN 55802

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED):

BMP INSTALLATION TIMING (PERMIT ITEM 5.4):

1. INITIATE STABILIZATION IMMEDIATELY WHEN CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED IN A PORTION OF THE PROJECT.
 - 1.1. COMPLETE STABILIZATION WITH IN 14 DAYS (7 OF SPECIAL OR IMPAIRED WATERS) (PERMIT ITEM 8.4)
 - 1.2. STABILIZE THE NORMAL WETTER PERIMETER OF THE LAST 200 LIN FT OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITH 24 HOURS (PERMIT ITEM 8.6). DO NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR BMP ON DITCH SLOPES GREATER THEN 2% (PERMIT ITEM 8.7)
 - 1.3. PROVIDE TEMPORARY OF PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITH 24 HOUR (PERMIT ITEM 8.8).
2. STABILIZE ALL AREAS OF THE SITE PRIOR TO THE ONSET OF WINTER. ANY WORK STILL BEING PERFORMED WILL BE SNOW MULCHED, SEEDED, AND BLANKETED WITHIN THE TIME FRAMES IN THE NPDES PERMIT.
3. TEMPORARY SEED SHALL BE:
 - 3.1. SINGLE YEAR CONSTRUCTION BETWEEN MAY-1 - AUGUST 1, USE SEED MIX 21-111.
 - 3.2. SINGLE YEAR CONSTRUCTION BETWEEN AUGUST 1 - OCTOBER 31, USE SEED MIX 21-112
 - 3.3. MULTI YEAR CONSTRUCTION 22-111
4. TIMING FOR INSTALLATION OF EROSION & SEDIMENTATION BMPS AND PERMANENT STORWATER MANAGEMENT SYSTEMS, IN GENERAL SEQUENTIAL ORDER:
 - 4.1. INSTALL PRIOR TO CONSTRUCTION:
 - 4.1.1. INLET PROTECTION FOR EXISTING INLETS (PERMIT ITEM 9.7)
 - 4.1.2. SILT FENCE OR OTHER PERIMETER CONTROL BMPS (PERMIT ITEM 9.2)
 - 4.1.3. DELINEATION AREAS NOT TO BE DISTURBED (PERMIT ITEM 8.2)
 - 4.1.4. ROCK CONSTRUCTION ENTRANCE (PERMIT ITEM 9.11)
 - 4.1.5. FUELING AND OTHER HAZARDOUS MATERIALS CONTAINMENT AREA (PERMIT ITEM 12.4 AND 12.7)
 - 4.2. DURING CONSTRUCTION:
 - 4.2.1. SILT FENCE OR BIOROLL AROUND STOCKPILES (PERMIT ITEM 9.9)
 - 4.2.2. CONTAINMENT FOR LIQUID AND SOLID WASTES (PERMIT ITEM 12.9)
 - 4.2.3. TREATMENT SYSTEMS FOR DEWATERING OPERATIONS (PERMIT SECTION 10)
 - 4.2.4. INLET PROTECTION FOR NEW INLETS (PERMIT ITEM 9.7)
 - 4.2.5. STREET SWEEPING TO REMOVE TRACKING FROM PAVED SURFACES (PERMIT ITEM 9.12)
 - 4.2.6. USE RAPID STABILIZATION TYPE 3 WHEN NEEDED
 - 4.3. AFTER STABILIZATION (70% UNIFORM PERENNIAL VEGETATION) (PERMIT ITEM 13.2):
 - 4.3.1. CLEAN PERMANENT STORMWATER TREATMENT AND CONVEYANCE SYSTEMS (PERMIT ITEM 13.3 AND 13.4)
 - 4.3.2. REMOVE ALL SYNTHETIC TEMPORARY BMP'S (PERMIT ITEM 13.5)

LAND FEATURE CHANGES (PERMIT ITEM 5.8):

TOTAL DISTURBED AREA	X.XX ACRES
TOTAL EXISTING IMPERVIOUS SURFACE AREA	X.XX ACRES
TOTAL PROPOSED IMPERVIOUS SURFACE AREA	X.XX ACRES
TOTAL PROPOSED NET CHANGE IN IMPERVIOUS SURFACE AREA	X.XX ACRES

ENVIRONMENTAL REVIEW (PERMIT ITEM 5.16)

1. MITIGATION MEASURES DUE TO REVIEW: THERE ARE NO STORMWATER MITIGATION MEASURES REQUIRED AS A RESULT OF AN ENVIRONMENT, ARCHEOLOGICAL, OR AGENCY REVIEW.
2. WELL HEAD PROTECTION AREA: THIS PROJECT IS NOT LOCATED IN A WELL HEAD PROTECTION AREA.
3. DRINKING WATER SUPPLY MANAGEMENT AREA: THIS PROJECT IS NOT LOCATED IN A DRINKING WATER SUPPLY MANAGEMENT AREA (DWSMA).

PROJECT DESCRIPTION/LOCATION:

1. PROJECT LOCATION: THE PROJECT IS LOCATED...
2. DESCRIPTION OF PROJECT: THE PROJECT CONSISTS OF...
3. PLANNED SOIL DISTURBANCE ACTIVITIES: EXCAVATING, CONSTRUCTION OF EMBANKMENTS,...

PERSON KNOWLEDGEABLE/TRAINED INDIVIDUALS (PERMIT ITEMS 5.20 & 21.2):

1. PERSON PREPARED THE SWPPP:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____
2. CONTRACTOR OVERSEEING IMPLEMENTATION, INSPECTIONS, AND AMENDING THE SWPPP:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____
3. CONTRACTOR CERTIFIED EROSION CONTROL INSTALLER:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____

LONG TERM MAINTENANCE AND OPERATION (PERMIT ITEM 5.23)

CONTACT INFORMATION: THE CITY OF DULUTH ENGINEERING DEPARTMENT WILL BE THE LONG TERM OWNER, OPERATOR, AND WILL MAINTAIN THE PERMANENT STORM WATER SYSTEM.

SOIL TYPES AND STORM WATER RUNOFF

1. THE SOIL TYPICALLY FOUND ON THE PROJECT IS: SOIL TYPE
2. AREAS THAT DRAIN TO THE SITE: AREAS INCLDE...
3. STORM FREQUENCY AND INTENSITY: WHERE STREAM DIVERSION IS REQUIRED FOR STORM SEWER OR CULVERT REPLACEMENT, STORM FREQUENCY AND INTENSITY WILL BE SUMMARIZED ON THE PLAN SHEETS.

INFEASIBLE REQUIREMENTS DETERMINATIONS (PERMIT ITEM 5.13):

1. TEMPORARY SEDIMENT BASINS (PERMIT SECTION 14): N/A
2. PERMANENT STORMWATER TREATMENT FOR LINEAR PROJECTS (PERMIT ITEM 15.9): N/A
3. BUFFER ZONES (PERMIT ITEM 9.17 AND 23.11): N/A
4. VOLUME REDUCTION REQUIREMENT (PERMIT ITEM 15.5): N/A

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

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED):

SUMMARY OF RECEIVING WATER WITHIN 1-MILE RADIUS OF PROJECT (PERMIT ITEM 5.19 & 23.7):

	RECEIVING WATER	LOCATION DRAINED	SPECIAL WATER	IMPAIRED WATER	TMDL	TROUT
①	KEENE CREEK	ENTIRE PROJECT	YES	YES (B)	NO	YES
②						

(A) CONSTRUCTION RELATED IMPAIRMENT, (B) NON-CONSTRUCTION RELATED IMPAIRMENT.

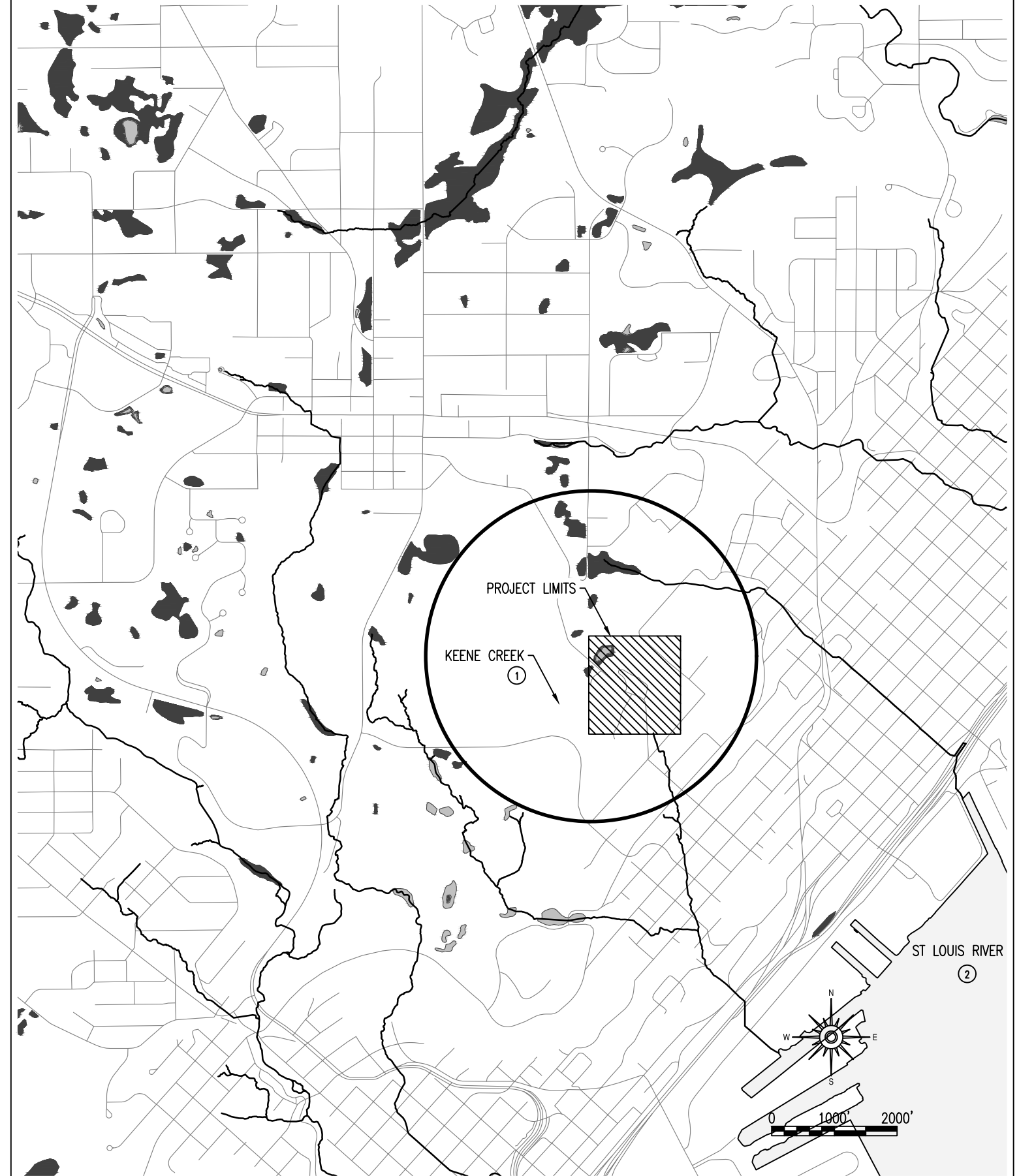
LOCATION OF SWPPP REQUIRE IN PROJECT PLAN:

DESCRIPTION	LOCATION
TEMPORARY AND PERMANENT BMPS (PERMIT ITEM 5.5)	SHEETS NO. XX-XX
EROSION AND SEDIMENT CONTROL DETAIL (PERMIT ITEM 5.5)	SHEETS NO. XX-XX
TABULATIONS (PERMIT ITEM 5.7)	SHEETS NO. XX-XX
EXISTING AND FINAL GRADES, FLOW ARROWS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9)	SHEETS NO. XX-XX
DRAINAGE AREAS, DISCHARGE POINTS, AREAS OF RUNOFF ENTERING SITE (PERMIT ITEM 5.9)	SHEETS NO. XX-XX
DNR "WORK IN WATER RESTRICTIONS", BUFFER ZONES (PERMIT ITEM 5.11, 5.12)	SHEETS NO. XX-XX

PROJECT CONTACTS

ORGANIZATION	CONTACT NAME	PHONE
MPCA - EMERGENCY RELEASE NOTIFICATION	DUTY OFFICER	651-649-5451 OR 800-422-0798
DULUTH - COMPLIANCE INSPECTOR	DAVE COOK	218-606-3884
DULUTH - MS4 COORDINATOR	RYAN GRANLUND	218-576-3289
DULUTH - SWPPP COORDINATOR	RYAN GRANLUND	218-576-3289
MNDNR - AREA HYDROLOGIST	BRI SPELDRICH	218-302-3246
SWCD - WCA LGU	ANDY KASUN	218-723-4867
BWSR - WCA	DAVID DEMMER	218-464-8289
MPCA - COMPLIANCE INSPECTOR	JIM DEXTER	218-302-6632

MAP OF SURFACE WATERS, WETLANDS, EXISTING PONDS WITHIN ONE MILE OF PROJECT (PERMIT ITEM 5.10):



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

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE FOR SITES WITH LESS THEN ONE ARCES DISTURBANCE:

CHAIN OF RESPONSIBILITY

THE PROJECT DISTURBS LESS THEN ONE ACRE OF LAND, THEREFORE A NPDES PERMIT FROM THE MPCA IS NOT REQUIRED. CONTRACTOR IS REQUIRED TO OBTAIN A CITY EROSION & SEDIMENT CONTROL PERMIT. EVEN THOUGH A NPDES PERMIT IS NOT REQUIRED, THE CONTRACTOR IS STILL RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION. THE CONTRACTOR WILL DEVELOP A CHAIN OF COMMAND WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE. NOTIFY CITY COMPLIANCE INSPECTOR WHEN SITE IS STABILIZED AND READY FOR FINAL INSPECTION. THE REFERENCES IN THE NARRATIVE ARE TO THE NPDES PERMIT.

EROSION PREVENTION PRACTICES (PERMIT SECTION 8)

1. DELINEATE LOCATIONS NOT TO BE DISTURBED BEFORE WORK BEGINS (PERMIT ITEM 8.2).
2. MINIMIZE DISTURBANCE OF STEEP SLOPES. USE TECHNIQUES SUCH AS PHASING, SLOPE DRAINS, TERRACING, AND OTHER STEEP SLOPE STABILIZATION BMP'S (PERMIT ITEM 8.3).
3. PROPERTY DESIGNED DITCH OR SWALES (WITH ROCK DITCH CHECKS, BIO ROLLS, ETC) USED FOR SEDIMENT CONTAINMENT SYSTEM DO NOT NEED STABILIZATION AND ONLY NEED APPROPRIATE SEDIMENT CONTROLS. STABILIZE WITHIN 24 HOUR AFTER USE (PERMIT ITEM 8.7 AND 9.4).
4. WHERE FEASIBLE ROUTE STORMWATER AROUND NON-STABILIZED AREAS.

SEDIMENT CONTROL PRACTICES (PERMIT SECTION 9):

1. ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS THAT DRAIN TO ANY SURFACE WATER INCLUDING STORM CONVEYANCE SYSTEMS (PERMIT ITEM 9.2).
2. FLOATING SILT CURTAIN IS NOT A SEDIMENT CONTROL BMP EXCEPT WHEN WORKING ON THE SHORELINE OR BELOW WATERLINE (PERMIT ITEM 9.5)
3. SEDIMENT CONTROL BMP MAY BE REMOVED OR ADJUSTED FOR SHORT-TERM ACTIVITIES (SUCH AS CLEARING, GRUBBING, VEHICLE PASSAGE, ECT.) BUT MUST BE REINSTALLED (PERMIT ITEM 9.6):
 - 3.1. IMMEDIATELY AFTER SHORT-TERM ACTIVITY IS COMPLETED.
 - 3.2. BEFORE NEXT PRECIPITATION EVENT EVEN IF SHORT-TERM ACTIVITY IS NOT COMPLETE.
4. INLET PROTECTION MAY BE REMOVED FROM AN INLET IF A SPECIFIC SAFETY CONCERN IS IDENTIFIED. DOCUMENT THIS EVENT IN THE SWPPP (PERMIT ITEM 9.8)
5. PROVIDE EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES (PERMIT ITEM 9.9). LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS, SURFACE WATERS, AND STORMWATER CONVEYANCES (PERMIT ITEM 9.10).
6. INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN PERMIT SECTION 14 (PERMIT ITEM 9.13).
7. RESTRICT VEHICLE AND EQUIPMENT USE ON AREAS WHERE VEGETATION WILL BE REESTABLISHED TO REDUCE SOIL COMPACTION. USE SUBSOILING (MNDOT SPEC 2574.3.A.4) TO RESTORE HAUL ROADS AND OTHER AREAS THAT WERE COMPACTED DURING CONSTRUCTION (PERMIT ITEM 9.14).
8. PRESERVE TOPSOIL ON SITE, UNLESS INFEASIBLE (PERMIT ITEM 9.15).
9. DISCHARGE BMPS TO VEGETATED AREAS UNLESS INFEASIBLE (PERMIT ITEM 9.16).
10. PRESERVE 50-FEET NATURAL BUFFER (100-FEET FOR SPECIAL WATERS) FROM SURFACE WATERS PERMIT (ITEMS 9.17 AND 23.11). WHERE INFEASIBLE PROVIDE REDUNDANT PERIMETER SEDIMENT CONTROLS (INSTALL AT LEAST 5 FEET APART).
11. STABILIZE ANY SEDIMENT CONTROL MADE OF SOIL WITHIN 24 HOURS (PERMIT ITEM 9.18).
12. USE ACCEPTED ENGINEERING PRACTICES WHEN USIGN POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS. USE DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATION PROVIDED BY THE MANUFACTURER OR SUPPLIER. USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE (PERMIT ITEM 9.19).

DEWATERING AND BASIN DRAINING (PERMIT SECTION 10):

1. DURING DEWATERING DO NOT CAUSE NUISANCE CONDITIONS. CEASE DEWATERING IMMEDIATELY IF NUISANCE CONDITIONS OCCURE. NUISANCE CONDITIONS INCLUDE BUT ARE ON LIMITED TO (PERMIT ITEM 10.3):
 - 1.1. SEDIMENT PLUMES
 - 1.2. DISCHARGE APPEARS CLOUDY OR OPAQUE
 - 1.3. VISIBLE OIL FILM
 - 1.4. AQUATIC HABITAT DEGRADATION
2. DISCHARGE TURBID OR SEDIMENT-LADEN WATER TO SEDIMENT TRAP, SEDIMENT BASIN, FILTER BAG, OR OTHER SEDIMENT CONTROL. TO THE EXTENT FEASIBLE DISCHARGE TO WELL VEGETATED UPLAND AREA (PERMIT ITEM 10.2).
3. PERMITTEES ARE PROHIBITED FROM USING RECEIVING WATER AS PART OF THE TREATMENT AREA (PERMIT ITEM 10.2).
4. USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE FOR WATER CONTAINING OIL OR GREASE (PERMIT ITEM 10.4).
5. DISCHARGE WATER IN A MANNER THAT DOES NOT CAUSES EROSION OR SCOUR OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINT (PERMIT ITEM 10.5).
6. IF FILTERS WITH BACKWASH WATER ARE USED, HAUL BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANOR THAT DOES NOT CAUSE EROSION (PERMIT ITEM 10.6).

POLLUTION PREVENTION MANAGEMENT MEASURE (PERMIT SECTION 12):

1. PLACE CONSTRUCTION MATERIALS THAT ARE A SOURCE CONTAMINATION UNDER COVER PROTECTING THEM FROM STORMWATER (PERMIT ITEM 12.2). THESE MATERIALS INCLUDE BUT ARE NOT LIMITED TO (PERMIT ITEMS 12.2 AND 12.3):
 - 1.1. PESTICIDES
 - 1.2. FERTILIZERS
 - 1.3. TREATMENT CHEMICALS

2. STORE HAZARDOUS MATERIALS AND WASTE IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS, AND OTHER DISCHARGE, INCLUDE SECONDARY CONTAINMENT AS APPLICABLE. TAKE REASONABLE STEPS TO PREVENT DISCHARGE AND SPILLS. THESE PRODUCES INCLUDING (PERMIT ITEMS 12.4, 12.5, AND 12.7):
 - 2.1. OIL
 - 2.2. DIESEL FUEL, GASOLINE, AND OTHER PETROLEUM PRODUCTS
 - 2.3. HYDRAULIC FLUIDS
 - 2.4. PAINTS AND SOLVENTS
 - 2.5. WOOD PRESERVATIVES
 - 2.6. CURING COMPOUNDS
 - 2.7. ACIDS
3. STORE COLLECT AND DISPOSE OF SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035 (PERMIT ITEM 12.5).
4. POSITION PORTABLE TOILETS AND SECURE TO PREVENT BEING KNOCKED OVER.
5. LIMIT VEHICLE EXTERIOR AND EQUIPMENT WASHING TO A DEFINED AREA. DISPOSE WASTE FROM WASHING PROPERLY (PERMIT ITEM 12.8).
6. PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS FROM (PERMIT ITEM 12.9).
 - 6.1. CONCRETE, STUCCO, AND GROUT
 - 6.2. PAINT
 - 6.3. FORM RELEASE OIL
 - 6.4. CURING COMPOUND
 - 6.5. ANY OTHER CONSTRUCTION MATERIALS
7. ENGINE DEGREASING PROHIBITED ONSITE

SITE INSPECTION AND MAINTENANCE (PERMIT SECTION 11):

INSPECT THE ENTIRE CONSTRUCTION SITE AT A MINIMUM (PERMIT ITEM 11.2):

1. ONCE EVERY 7 DAYS
2. WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCH IN 24 HOURS
3. ONCE EVERY 24 HOUR FOR DEWATERING OPERATIONS (INCLUDES PHOTOGRAPH)

RECORD ALL INSPECTIONS AND MAINTENANCE IN WRITING AND SUBMIT TO THE CITY. INCLUDE THE FOLLOWING AT A MINIMUM (PERMIT ITEM 11.12):

1. DATE AND TIME OF INSPECTION
2. NAME OF INSPECTOR
3. REASON FOR INSPECTION
4. FINDINGS OF INSPECTION
5. CORRECTIVE ACTIONS NEEDED AND TAKEN, INCLUDING DATES, TIME, PERSON COMPLETING ACTION, DOCUMENT DISCHARGES
6. DOCUMENTED CHANGES TO THE SWPPP
7. PHOTOGRAPHS

INSPECT ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMPS AND STORMWATER TREATMENT. REPAIR, REPLACE, CLEAN, OR SUPPLEMENT NONFUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS NOTED BELOW (PERMIT ITEM 11.3 AND 11.4).

1. SITE VEHICLE EXIT LOCATION, STREETS, AND CURB AND GUTTER SYSTEMS (PERMIT ITEM 11.6)
 - 1.1. REMOVE SEDIMENT FROM PAVED SURFACES WITHIN ONE CALENDAR DAY
 - 1.2. REMOVE SEDIMENT AS SOON AS POSSIBLE IF DEEMED A SAFETY HAZARD
2. PERIMETER CONTROL DEVICES (PERMIT ITEM 11.7)
 - 2.1. SUPPLEMENT, CLEAN, OR REPLACE WHEN THE DEPTH OF SEDIMENT REACHES HALF THE STORAGE VOLUME
3. TEMPORARY AND PERMANENT SEDIMENTATION BASINS (PERMIT ITEM 11.8)
 - 3.1. DRAIN AND REMOVE SEDIMENT WHEN DEPTH OF SEDIMENT REACHES 0.5 THE STORAGE VOLUME
4. DEWATERING OPERATIONS (PERMIT ITEM 10.2 AND 11.9)
 - 4.1. INSPECT AND PHOTOGRAPH AT LEAST AT THE BEGINNING OF OPERATION AND ONCE EVERY 24 HOURS DURING OPERATION

INSPECT AREAS ADJACENT TO THE PROJECT. IF SEDIMENT DEPOSITED ARE DISCOVERED REMOVE DEPOSITED WITHIN 7 DAYS AS REQUIRE IN PERMIT ITEM 11.5. AT A MINIMUM INSPECT:

1. SURFACE WATER
2. DRAINAGE DITCHES
3. CONVEYANCE SYSTEMS

INSPECTION SCHEDULE MAY BE ADJUSTED AS OUTLINED IN PERMIT ITEM 11.11 WHEN APPROVED BY CITY.

AMENDMENT TO SWPPP (PERMIT SECTION 6):

1. THE SWPPP CAN ONLY BE AMENDED BY A QUALIFIED INDIVIDUAL. INDIVIDUAL'S NAME AND QUALIFICATION SHALL BE RECORDED IN THE SWPPP. DOCUMENT AMENDMENTS TO THE SWPPP AND KEEP ON SITE (PERMIT ITEM 6.2).
2. THE SWPPP MUST BE AMENDED, WITHIN 7 DAYS, WHEN:
 - 2.1. THERE IS A CHANGE THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE OR GROUND WATERS CAUSED BY (PERMIT ITEM 6.3 AND 6.4):
 - 2.1.1. DESIGN
 - 2.1.2. CONSTRUCTION OPERATION AND MAINTENANCE
 - 2.1.3. WEATHER OR SEASONAL CONDITIONS
 - 2.1.4. BMP'S ARE NOT EFFECTIVE (PERMIT ITEM 9.3)
 - 2.1.5. SITE IS CAUSING NUISANCE CONDITIONS
 - 2.1.6. NOT MEETING THE OBJECTIVES OF AN APPROVED TMDL

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

SIGNATURE: _____

ENG NAME
TYPE NAME

DATE: mm/dd/yyyy

LIC. NO: Reg No



CITY OF DULUTH
ENGINEERING DIVISION
411 W. 1ST ST. STE. 211
DULUTH, MN 55802

SWPPP TEMPLATE

CITY PROJECT NO.: ----

STATE AID PROJECT NO.: STATE AID NUMBER

DRAWN BY: CAD

SHEET TITLE

SHEET NO. ---- OF n

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED):

BMP INSTALLATION TIMING (PERMIT ITEM 5.4):

1. INITIATE STABILIZATION IMMEDIATELY WHEN CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED IN A PORTION OF THE PROJECT.
 - 1.1. COMPLETE STABILIZATION WITH IN 14 DAYS (7 OF SPECIAL OR IMPAIRED WATERS) (PERMIT ITEM 8.4)
 - 1.2. STABILIZE THE NORMAL WETTER PERIMETER OF THE LAST 200 LIN FT OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITH 24 HOURS (PERMIT ITEM 8.6). DO NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR BMP ON DITCH SLOPES GREATER THEN 2% (PERMIT ITEM 8.7)
 - 1.3. PROVIDE TEMPORARY OF PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITH 24 HOUR (PERMIT ITEM 8.8).
2. STABILIZE ALL AREAS OF THE SITE PRIOR TO THE ONSET OF WINTER. ANY WORK STILL BEING PERFORMED WILL BE SNOW MULCHED, SEEDED, AND BLANKETED WITHIN THE TIME FRAMES IN THE NPDES PERMIT.
3. TEMPORARY SEED SHALL BE:
 - 3.1. SINGLE YEAR CONSTRUCTION BETWEEN MAY-1 - AUGUST 1, USE SEED MIX 21-111.
 - 3.2. SINGLE YEAR CONSTRUCTION BETWEEN AUGUST 1 - OCTOBER 31, USE SEED MIX 21-112
 - 3.3. MULTI YEAR CONSTRUCTION 22-111
4. TIMING FOR INSTALLATION OF EROSION & SEDIMENTATION BMPS AND PERMANENT STORWATER MANAGEMENT SYSTEMS, IN GENERAL SEQUENTIAL ORDER:
 - 4.1. INSTALL PRIOR TO CONSTRUCTION:
 - 4.1.1. INLET PROTECTION FOR EXISTING INLETS (PERMIT ITEM 9.7)
 - 4.1.2. SILT FENCE OR OTHER PERIMETER CONTROL BMPS (PERMIT ITEM 9.2)
 - 4.1.3. DELINEATION AREAS NOT TO BE DISTURBED (PERMIT ITEM 8.2)
 - 4.1.4. ROCK CONSTRUCTION ENTRANCE (PERMIT ITEM 9.11)
 - 4.1.5. FUELING AND OTHER HAZARDOUS MATERIALS CONTAINMENT AREA (PERMIT ITEM 12.4 AND 12.7)
 - 4.2. DURING CONSTRUCTION:
 - 4.2.1. SILT FENCE OR BIOROLL AROUND STOCKPILES (PERMIT ITEM 9.9)
 - 4.2.2. CONTAINMENT FOR LIQUID AND SOLID WASTES (PERMIT ITEM 12.9)
 - 4.2.3. TREATMENT SYSTEMS FOR DEWATERING OPERATIONS (PERMIT SECTION 10)
 - 4.2.4. INLET PROTECTION FOR NEW INLETS (PERMIT ITEM 9.7)
 - 4.2.5. STREET SWEEPING TO REMOVE TRACKING FROM PAVED SURFACES (PERMIT ITEM 9.12)
 - 4.2.6. USE RAPID STABILIZATION TYPE 3 WHEN NEEDED
 - 4.3. AFTER STABILIZATION (70% UNIFORM PERENNIAL VEGETATION) (PERMIT ITEM 13.2):
 - 4.3.1. CLEAN PERMANENT STORMWATER TREATMENT AND CONVEYANCE SYSTEMS (PERMIT ITEM 13.3 AND 13.4)
 - 4.3.2. REMOVE ALL SYNTHETIC TEMPORARY BMP'S (PERMIT ITEM 13.5)

LAND FEATURE CHANGES (PERMIT ITEM 5.8):

TOTAL DISTURBED AREA	X.XX ACRES
TOTAL EXISTING IMPERVIOUS SURFACE AREA	X.XX ACRES
TOTAL PROPOSED IMPERVIOUS SURFACE AREA	X.XX ACRES
TOTAL PROPOSED NET CHANGE IN IMPERVIOUS SURFACE AREA	X.XX ACRES

ENVIRONMENTAL REVIEW (PERMIT ITEM 5.16)

1. MITIGATION MEASURES DUE TO REVIEW: THERE ARE NO STORMWATER MITIGATION MEASURES REQUIRED AS A RESULT OF AN ENVIRONMENT, ARCHEOLOGICAL, OR AGENCY REVIEW.
2. WELL HEAD PROTECTION AREA: THIS PROJECT IS NOT LOCATED IN A WELL HEAD PROTECTION AREA.
3. DRINKING WATER SUPPLY MANAGEMENT AREA: THIS PROJECT IS NOT LOCATED IN A DRINKING WATER SUPPLY MANAGEMENT AREA (DWSMA).

PROJECT DESCRIPTION/LOCATION:

1. PROJECT LOCATION: THE PROJECT IS LOCATED...
2. DESCRIPTION OF PROJECT: THE PROJECT CONSISTS OF...
3. PLANNED SOIL DISTURBANCE ACTIVITIES: EXCAVATING, CONSTRUCTION OF EMBANKMENTS,...

PERSON KNOWLEDGEABLE/TRAINED INDIVIDUALS (PERMIT ITEMS 5.20 & 21.2):

1. PERSON PREPARED THE SWPPP:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____
2. CONTRACTOR OVERSEEING IMPLEMENTATION, INSPECTIONS, AND AMENDING THE SWPPP:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____
3. CONTRACTOR CERTIFIED EROSION CONTROL INSTALLER:

NAME: _____

TRAINING DATE/TRAINER: _____

TRAINING CONTENT/HOURS: _____

LONG TERM MAINTENANCE AND OPERATION (PERMIT ITEM 5.23)

CONTACT INFORMATION: THE CITY OF DULUTH ENGINEERING DEPARTMENT WILL BE THE LONG TERM OWNER, OPERATOR, AND WILL MAINTAIN THE PERMANENT STORM WATER SYSTEM.

SOIL TYPES AND STORM WATER RUNOFF

1. THE SOIL TYPICALLY FOUND ON THE PROJECT IS: SOIL TYPE
2. AREAS THAT DRAIN TO THE SITE: AREAS INCLUDE...
3. STORM FREQUENCY AND INTENSITY: WHERE STREAM DIVERSION IS REQUIRED FOR STORM SEWER OR CULVERT REPLACEMENT, STORM FREQUENCY AND INTENSITY WILL BE SUMMARIZED ON THE PLAN SHEETS.

INFEASIBLE REQUIREMENTS DETERMINATIONS (PERMIT ITEM 5.13):

1. TEMPORARY SEDIMENT BASINS (PERMIT SECTION 14): N/A
2. PERMANENT STORMWATER TREATMENT FOR LINEAR PROJECTS (PERMIT ITEM 15.9): N/A
3. BUFFER ZONES (PERMIT ITEM 9.17 AND 23.11): N/A
4. VOLUME REDUCTION REQUIREMENT (PERMIT ITEM 15.5): N/A

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

SIGNATURE: _____ ENG NAME _____
 TYPE NAME _____

DATE: mm/dd/yyyy

LIC. NO: Reg No



CITY OF DULUTH
 ENGINEERING DIVISION
 411 W. 1ST ST. STE. 211
 DULUTH, MN 55802

SWPPP TEMPLATE

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SHEET NO. ---- OF n

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED):

SUMMARY OF RECEIVING WATER WITHIN 1-MILE RADIUS OF PROJECT (PERMIT ITEM 5.19 & 23.7):

RECEIVING WATER	LOCATION DRAINED	SPECIAL WATER	IMPAIRED WATER	TMDL	TROUT
KEENE CREEK	ENTIRE PROJECT	YES	YES (B)	NO	YES

(A) CONSTRUCTION RELATED IMPAIRMENT, (B) NON-CONSTRUCTION RELATED IMPAIRMENT.

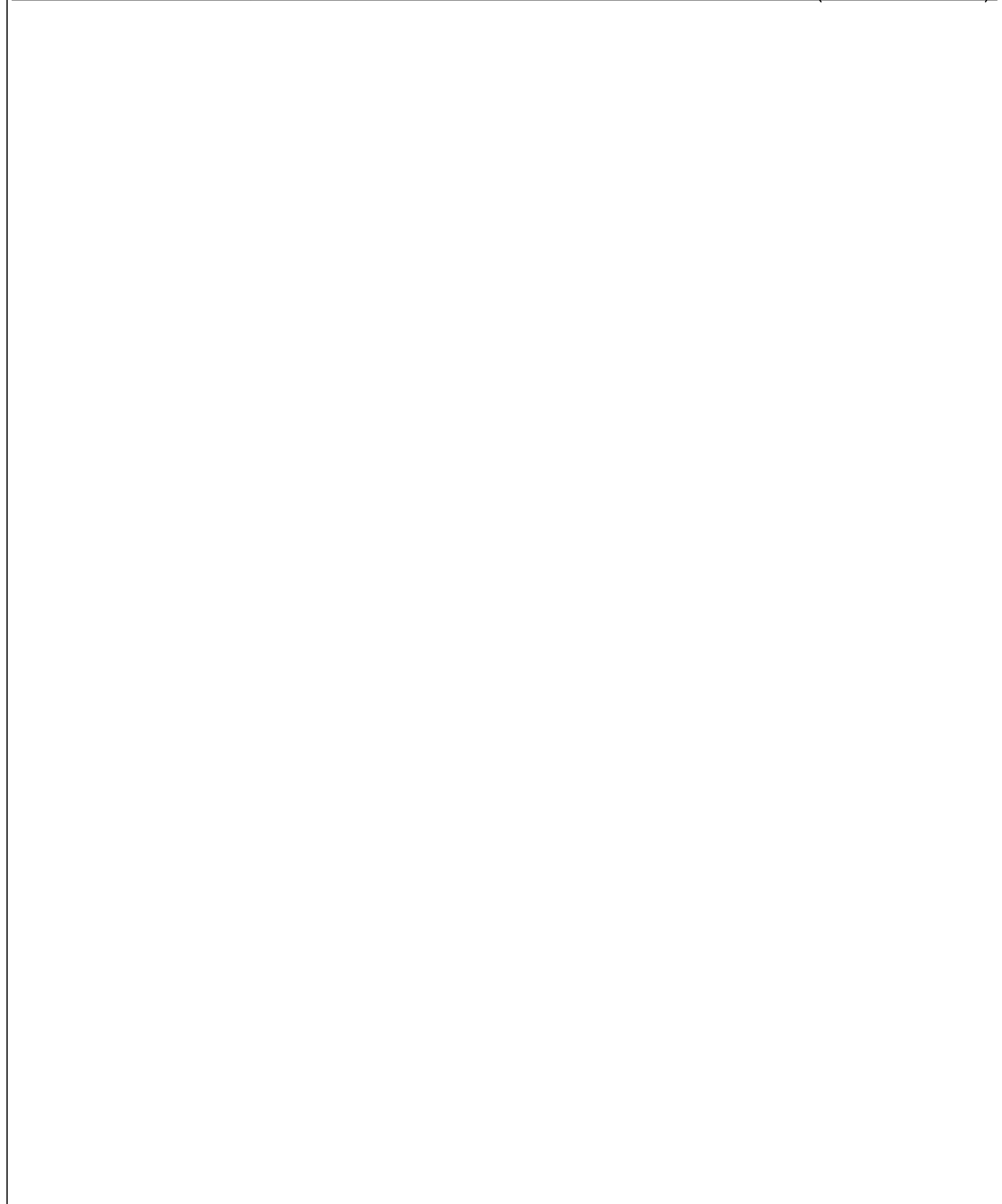
LOCATION OF SWPPP REQUIRE IN PROJECT PLAN:

DESCRIPTION	LOCATION
TEMPORARY AND PERMANENT BMPS (PERMIT ITEM 5.5)	SHEETS NO. XX-XX
EROSION AND SEDIMENT CONTROL DETAIL (PERMIT ITEM 5.5)	SHEETS NO. XX-XX
TABULATIONS (PERMIT ITEM 5.7)	SHEETS NO. XX-XX
EXISTING AND FINAL GRADES, FLOW ARROWS, AREAS OF STEEP SLOPES (PERMIT ITEM 5.9)	SHEETS NO. XX-XX
DRAINAGE AREAS, DISCHARGE POINTS, AREAS OF RUNOFF ENTERING SITE (PERMIT ITEM 5.9)	SHEETS NO. XX-XX
DNR "WORK IN WATER RESTRICTIONS", BUFFER ZONES (PERMIT ITEM 5.11, 5.12)	SHEETS NO. XX-XX

PROJECT CONTACTS

ORGANIZATION	CONTACT NAME	PHONE
MPCA - EMERGENCY RELEASE NOTIFICATION	DUTY OFFICER	651-649-5451 OR 800-422-0798
DULUTH - COMPLIANCE INSPECTOR	DAVE COOK	218-606-3884
DULUTH - MS4 COORDINATOR	RYAN GRANLUND	218-576-3289
DULUTH - SWPPP COORDINATOR	RYAN GRANLUND	218-576-3289
MNDNR - AREA HYDROLOGIST	BRI SPELDRICH	218-302-3246
SWCD - WCA LGU	ANDY KASUN	218-723-4867
BWSR - WCA	DAVID DEMMER	218-464-8289
MPCA - COMPLIANCE INSPECTOR	JIM DEXTER	218-302-6632

MAP OF SURFACE WATERS, WETLANDS, EXISTING PONDS WITHIN ONE MILE OF PROJECT (PERMIT ITEM 5.10):



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

SIGNATURE: _____

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

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101. DEFINITIONS

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

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

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

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

102. COMMUNICATIONS

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

CITY	James Shoberg City of Duluth 1532 W. Michigan Street Duluth, MN 55806
ARCHITECT	James Shoberg City of Duluth 1532 W. Michigan Street Duluth, MN 55806

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
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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.
 - e. Per Minnesota Statute § 471.425, Subd. 2(a), payment terms shall be Net 35.

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. (U.L.) standards have been established shall bear the appropriate U. L. label.
- f. The City may require the Contractor to dismiss from the Work such employee or employees as the City may deem incompetent, or careless, or insubordinate.
- 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.

In addition, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

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.

139. COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and any subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

140. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall ensure that no laborer or mechanic involved in the Work is required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

City of Duluth
Supplementary Provisions – State & Federal Funding

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. Workforce Certificate

Contractors for a capital project over \$250,000 funded by General Obligation bonds, Trunk Highway funds or other state funds who have 40 or more full-time employees on a single day during the past 12 months must provide a workforce certification from the commissioner of human rights or certify in writing that the company is exempt. More information is available on the Workforce Certificate Requirement at Minnesota Statutes Section 363A.36 or <https://mn.gov/mdhr/certificates/workforce-certificate/>.

4. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

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. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

8. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

9. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.



Purchasing Division
Finance Department
Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

LABOR COST BIDDING DATA

Solicitation No.: 25-99379
Project Title: Spirit Mountain Candyland Bike Trail Maintenance

Funding sources for City of Duluth projects determine what wages and work hours are required. The project identified above includes the funding sources checked below.

- Federal funds
- State funds
- City funds
- Other:

Per the Duluth City Code, prevailing wages must be paid on projects of \$2,000 or more. The prevailing wage decisions included in this project are listed below. If multiple wage decisions cover the work, bidders are required to pay the higher wage:

1. State Highway Heavy eff 12.9.2024
2. State Truck Rental Rates eff 1.6.2025
3. Federal Heavy Highway eff 1.24.25

This project will include a project labor agreement (PLA) if \$150,000 or more. Please note that union scale wage may or may not be higher than the minimum prevailing wages required. If a PLA is included, bidders are required to pay the higher of either the union labor rates or the wage decisions included.

Overtime rate to be paid at no less than 1 ½ times the rate of pay, plus fringe, as established in the project's wage decision OR 1 ½ times the base rate the employee is being paid, plus fringe; whichever is higher. Overtime must be paid on:

- hours worked in excess of 8 hours per day (even if less than 40 hours worked in a week) and hours worked in excess of 40 hours per week per state statute
- hours worked in excess of 40 hours per week per federal regulation
- hours worked in excess of 8 hours per day and 40 hours per week, unless the bidder has an existing union labor agreement allowing different hours as prescribed in section 2-26 of the City Code.

"General Decision Number: MN20250231 01/24/2025

Superseded General Decision Number: MN20240231

State: Minnesota

Construction Types: Heavy and Highway

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

Heavy and Highway Construction Projects

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that
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| contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/03/2025
1 01/24/2025

* SAMN2024-001 11/18/2024

Rates Fringes

ARTICULATED HAULER.....	\$ 44.67	26.90
ASBESTOS ABATEMENT WORKER.....	\$ 36.13	22.45
BLASTER.....	\$ 38.53	22.67
BOILERMAKER.....	\$ 48.35	31.93
BOOM TRUCK.....	\$ 47.25	26.90
BRICKLAYER.....	\$ 45.69	30.93
CARPENTER.....	\$ 42.25	31.75
CARPET LAYER (LINOLEUM).....	\$ 32.13	12.85
CEMENT MASON.....	\$ 45.12	23.56
ELECTRICIAN.....	\$ 47.28	33.43
FLAG PERSON.....	\$ 35.44	26.72
GROUND PERSON.....	\$ 33.40	16.30
HEATING AND FROST INSULATORS.....	\$ 45.56	20.20
IRONWORKER.....	\$ 41.19	35.68
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 40.26	24.91

LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 30.04	21.16
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 40.26	24.91
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).....	\$ 24.00	16.96
LINEMAN.....	\$ 47.71	20.31
MILLWRIGHT.....	\$ 44.38	28.92
OFF-ROAD TRUCK.....	\$ 44.67	26.90
PAINTER INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS.....	\$ 45.50	27.69
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS).....	\$ 41.29	23.48
Piledriver INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS.....	\$ 45.71	29.73
PIPEFITTER/STEAMFITTER.....	\$ 50.64	25.78
PIPELAYER (WATER, SEWER AND GAS).....	\$ 43.76	24.91
PLUMBER.....	\$ 41.02	22.03
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 2).....	\$ 45.61	26.90
HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB; 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; GRADER OR MOTOR PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 45.01 26.90

ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER, STATIONARY PLANT; DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY); 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; DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE, CRAWLER CRANE; TUGBOAT 100 H.P AND OVER

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 44.67 26.90

AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL; DUAL TRACTOR; ELEVATING GRADER; FORK LIFT OR STRADDLE CARRIER; FORK LIFT OR LUMBER STACKER; FRONT END, SKID STEER OVER 1 TO 5 C YD; GPS REMOTE OPERATING OF EQUIPMENT; HOIST ENGINEER (POWER); HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE; MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER PLANT ENGINEER, 100 KWH AND OVER; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; PUMPCRETE; RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, BULLDOZER; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING; TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER; TUB GRINDER, MORBARK, OR SIMILAR TYPE; WELL POINT DISMANTLING OR INSTALLATION

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 41.36 26.90
AIR COMPRESSOR, 600 CFM OR OVER; BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); FRONT END, SKID STEER UP TO 1C YD; GUNITE GUNALL; HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED AUGER AND BORING MACHINE; POWER ACTUATED JACK; PUMP; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 40.02 26.90
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; CONVEYOR; DREDGE DECK HAND; FIRE PERSON OR TANK CAR HEATER; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); GREASER (TRACTOR); LEVER PERSON; OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT); POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

SHEET METAL WORKER.....\$ 53.71 34.57

Survey Field Technician

(OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS).....\$ 40.26 24.91

TRAFFIC CONTROL PERSON

(TEMPORARY SIGNAGE).....\$ 38.44 26.72

TRUCK DRIVER (Group 1).....\$ 38.55 23.70

MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

TRUCK DRIVER (Group 2).....\$ 37.95 23.70

FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

TRUCK DRIVER (Group 3).....\$ 37.84 23.70

BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS

TRUCK DRIVER (Group 4).....\$ 37.57 23.70
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.

Tunnel Miner.....\$ 35.63 22.02

UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....\$ 41.76 24.91

WIRING SYSTEM TECHNICIAN.....\$ 44.61 20.61

WIRING SYSTEMS INSTALLER.....\$ 33.44 17.82

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"

CITY OF DULUTH
ADDITIONAL CONDITIONS PER GRANT AGREEMENT
SPIRIT MOUNTAIN LEGACY – PHASE III – MOUNTAIN BIKE TRAILS
25-99376

A. Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

B. Pollinator Best Management Practices

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

https://www.dnr.state.mn.us/pollinator_resources/index.html, DNR Pollinator Best Management Practices and Habitat Restoration Guidelines.

C. Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance contract 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)

(b) The Award Recipient 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

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)