

# **Duluth Transit Authority**

## **REQUEST for Quotes**

**FOR**

**Parking Ramp Striping**

**August 28, 2019**

**Duluth Transit Authority**

2402 W. Michigan St · Duluth, MN 55806

(218) 623-4329 fax: (218) 722-4428

email: [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com)

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**Duluth Transit Authority  
Request for Quotes  
Parking Ramp Striping**

The Duluth Transit Authority (DTA) hereby requests Quotes from qualified firms to repaint stripes, stall numbers and directional arrows at the Duluth Transportation Center parking ramp. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).

Responses must be received no later than **1:00 p.m. on Thursday, September 12, 2019.**

The DTA is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, creed, color, national origin, sex, age, disability, or veteran's status, and encourages the participation of small and disadvantaged business enterprises in the performance of this contract. The DTA reserves the right to accept or reject any and/or all quotes in the best interest of the Authority.

**Table of Contents**

|   | Page  |
|---|-------|
| Section 1 General Conditions                              | 4-8   |
| Significant Dates for Procurement                         | 8     |
| Section 2 Federal Transit Administration Contract Clauses | 9-13  |
| Section 3 Contract (sample)                               | 14-20 |
| Section 4 Proposal Sheets                                 | 21-27 |
| Section 5 Required Certificates                           | 28-30 |
| Section 6 Technical Specifications                        | 31-36 |
| Section 7 Wage Requirements                               | 37-48 |
| Attachments:  |       |
| Map of parking ramp                                       |       |

## Section 1 General Conditions

### G-1 REQUEST FOR QUOTES

- a) The DTA is requesting Quotes to repaint parking stall stripes and numbers, directional arrows, ADA emblems and no parking curbs at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802.
- b) Quotes shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Price quoted shall be good for 90 days after the Quote due date.
- d) Respondent shall pay all precontractual expenses, including expenses for preparing or submitting a Quote in response to this request, negotiating with the DTA on any matter related to this Request For Quotes (RFQ), and/or other expenses incurred by the Respondent prior to the date of award.
- e) Quotes are due at **1:00 p.m. on Thursday, September 12, 2019** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-submittal conference** on **Wednesday, September 4, 2019 at 10:00 a.m.** at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802. Attendance is not mandatory, but strongly encouraged.
- g) The DTA intends to award the contract to the responsible Respondent as early as September 16, 2019.
- h) Throughout these specifications the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.
- i) All inquiries and other correspondence relating to this RFQ shall be addressed to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806 or via email at [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).
- j) Where proprietary names are used in these specifications, it is understood that they are followed by the words ~~%or equal+~~.
- k) Requests for approved equals, clarifications of specifications and protest of specifications must be received by the Procurement Manager in writing no later than 2:00 p.m. on Thursday, September 5, 2019. Responses will be posted on the DTA website no later than Friday, September 6, 2019.
- l) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com). It is the Respondent's responsibility to obtain all documents available for this procurement.
- m) Quotes must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Quotes containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typed and initialing the correction in ink by the person signing the Quote. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- n) Quotes shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Quote and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked **"Parking Ramp Striping"** and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806, or emailed in a .pdf attachment to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).
- o) Quotes must be received by the deadline. Time means local time in Duluth, Minnesota. Quotes received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Quotes in the best interest of the DTA.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

- p) No Quotes may be modified after submission except by written modification physically received by the DTA prior to opening. Modifications must be signed by the person submitting the Quote or accompanied by an explanation as to why it is not and must indicate that it modifies the original Quote.
- q) A Respondent may withdraw its Quote at any time before the time of the opening only by written notice addressed to the Quote opening marked %Withdrawal of Quote+and received by the DTA prior to the opening of Quotes.
- r) No bid bonds or performance bonds are required for this project. Contractor must be licensed, bonded and insured as required under State of Minnesota regulations.
- s) The price quoted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the work shall be considered included in the Quote although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.
- t) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.
- u) Contractor shall submit a Minnesota Form IC 134 with the request for final payment.
- v) Unless a Certificate of Exemption is provided, any out of state bidder receiving a Bid award will have eight percent (8%) retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address:  
<http://taxes.state.mn.us.formsandinstructions/sde.pdf>

**G-2 SELECTION CRITERIA**

Except when it is determined not to be in the DTA's best interests, the DTA will evaluate Quotes by adding the total price for option years to the total price for the basic requirements. Evaluation of options will not obligate the DTA to exercise the option.

**G-3 CONTRACT FORM AND CHANGES**

The chosen Respondent, within ten (10) days after the award of the contract from the DTA shall sign the formal Contract.

A sample Contract is included in this RFQ. Any proposed change in this Contract shall be submitted to the DTA for its approval prior to submission of the Quote. Only written change orders, amendments or addenda, signed by the General Manager or designee of the DTA, shall be binding upon the DTA.

**G-4 PROTEST PROCEDURES**

Protests will only be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given.

Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

- " Name, address, and telephone number of protestor
- " Identification of the solicitation or contract number
- " A detailed statement of the legal and factual grounds of protest including copies of relevant documents
- " A statement as to what relief is requested

All protest documents received by the General Manager shall be stamped with date and time received and logged into a protest file folder with a copy to the Master File.

### PROTESTS BEFORE AWARD

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the Finance Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of the Request for Proposal, including, without limitation, the pre-award procedure, the Instructions to Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at the Finance Department no later than three days before the scheduled opening date of the proposal. Thereafter, such issues are deemed waived by all interested parties.

Notice of protest and the basis therefor shall be given to all bidders or proposers. In addition, when a protest against the making of an award is received and the Finance Director determines to withhold the award pending disposition of the protest, proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising.

When a written protest against the making of an award is received, award shall not be made until five days after the matter is resolved, unless the General Manager determines that:

- " the items to be procured are urgently required; or
- " delivery or performance will be unduly delayed by failure to make the award promptly; or
- " failure to make prompt award will otherwise cause undue harm to DTA or the State or the Federal Government.

In the event the General Manager determines that the award is to be made during the five-day period or during the pendency of protest, he/she shall notify the FTA prior to make such award. FTA preserves the right not to participate in such procurement.

If award is made, the Finance Director shall document the file to explain the need for an award, and shall give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned.

### PROTESTS AFTER AWARD

Protests against award must be filed at the Finance Department within five days immediately following the award. The Finance Director shall review the protests. The contractor shall be

furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to DTA's interest, the Finance Director shall inform the contractor that DTA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

### DECISION ON PROTEST

The General Manager shall render his decision in writing within 14 days from the receipt of the written protest and shall provide written notice of such decision to all interested parties.

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, which states that FTA will only review protests regarding the alleged failure of a grantee (here, the DTA) to have written protest procedures or alleged failure to follow such procedures.

### **G-5 ORGANIZATIONAL CONFLICTS OF INTEREST**

1. An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.

2. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. If, after award of this contract or task order, the Contractor discovers a conflict of interest with respect to this contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Finance as set forth below.

3. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.

4. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.

5. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be

reviewable under FAR Clause 52.233-1, ~~%~~Disputes Clause (May 2014),+which is also incorporated by reference herein.

6. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

**G-6 SUBCONTRACTORS**

The Respondent must disclose all subcontractors and their involvement in the Contract at the time of Quote submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.

**G-7 MINNESOTA NONDISCRIMINATION REQUIREMENTS**

In accordance with Minnesota §181.59, ~~%~~DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT+

The Contractor hereby agrees and shall cause this provision to be inserted in every subcontract the following:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**SIGNIFICANT DATES OF PROCUREMENT**

|                                     |                              |            |
|-------------------------------------|------------------------------|------------|
| Date of Release                     | August 28, 2019              |            |
| Pre-Submittal Conference            | Wednesday, September 4, 2019 | 10:00 a.m. |
| Requests for Changes/Clarifications | Thursday, September 5, 2019  | 2:00 p.m.  |
| Responses to Changes/Clarifications | Friday, September 6, 2019    |            |
| Opening                             | Thursday, September 12, 2019 | 1:00 p.m.  |



## **Section 2. Federal Transit Administration Contract Clauses**

### **1) ACCESS TO RECORDS** 49 U.S.C. § 5325(g).

- a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

### **2) CIVIL RIGHTS LAWS AND REGULATIONS**

The Duluth Transit Authority is an Equal Opportunity Employer. As such, the Duluth Transit Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Duluth Transit Authority agrees to comply with the requirements of 49 U.S.C. §5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Chapter 60, and Executive Order No. 11246, Equal Employment Opportunity in Federal Employment, September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants re employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, Age Discrimination in Employment Act, 29 C.F.R. Part 1625, the Age Discrimination Act if 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **3) DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Duluth Transit Authority to:

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Duluth Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

**Contractor Assurance**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

**DBE Participation**

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:

1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Duluth Transit Authority.

DBE Participation Goal

There is no DBE participation goal for this Contract.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Duluth Transit Authority or in accordance with state statutes, whichever is more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify Duluth Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Duluth Transit Authority.

**4) EMPLOYEE PROTECTIONS** 49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148; 29 C.F.R. Part 5, 18 U.S.C. §874; 29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

**Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland Anti-Kickback Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction. In accordance with the statute, the Contractor shall pay

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland ~~%~~Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. 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. The Contractor is 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.

**5) ENERGY CONSERVATION REQUIREMENTS** 42 U.S.C. 6321 et seq. 49 CFR Part 622, Subpart C **Energy Conservation** . The contractor agrees to comply with 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.

**6) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** 2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213; 2 C.F.R. Part 200, Appendix II (I); Executive Order 12549, Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, ~~%~~Nonprocurement Suspension and Debarment, 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) ~~%~~Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Duluth Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7) NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The DTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**8) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001, 49 C.F.R. part 31

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**9) RECYCLED PRODUCTS** 42 U.S.C. § 6962, 40 C.F.R. part 247; 2 C.F.R. part § 200.322

**Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), %Comprehensive Procurement Guideline for Products Containing Recovered Materials,+40 C.F.R. part 247.

**10) SAFE OPERATION OF MOTOR VEHICLES** 23 U.S.C. part 402, Executive Order No. 13043; Executive Order No. 13513, U.S. DOT Order No. 3902.10

**Safe Operation of Motor Vehicles**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms %company-owned+and %company-leased+refer to vehicles owned or leased either by the Contractor or the Duluth Transit Authority.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**11) TERMINATION** 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

**Termination for Convenience (General Provision)**

The Duluth Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Duluth Transit Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Duluth Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Duluth Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Duluth Transit Authority directs.

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Duluth Transit Authority may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Duluth Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Duluth Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**Opportunity to Cure (General Provision)**

The Duluth Transit Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions to cure the defect.

If Contractor fails to remedy to the Duluth Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Duluth Transit Authority setting forth the nature of said breach or default, the Duluth Transit Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Duluth Transit Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that the Duluth Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Duluth Transit Authority shall not limit the Duluth Transit Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**DULUTH TRANSIT AUTHORITY**

**CONTRACT FOR**

**PARKING RAMP STRIPING**

**August 28, 2019**

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**Section 3.** Contract (example)

This Contract made this \_\_\_\_ day of \_\_\_\_, 2019, by and between \_\_\_\_\_, a \_\_\_\_\_ (corporation) \_\_\_\_\_, hereafter referred to as %Contractor+, and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as %DTA+. The DTA and Contractor agree as set forth below.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract and any amendments thereto; Request for Quotes (Procurement # 041-19-RAMP 1) dated August 28, 2019, General; Special and Technical Specifications and Drawings; all addenda and modifications thereto issued prior to the execution of the Contract; prevailing wage schedules; the Contractor's executed Quote form including required certificates; all as fully a part of the Contract as if attached to this Contract or repeated herein.

**ARTICLE 2 THE WORK**

The Contractor shall perform the work required by the Contract Documents for this Request for Quotes in accordance with the generally accepted standards of the profession for services of this type.

**ARTICLE 3 TERM**

This Contract shall be effective upon %notice to proceed+from the DTA, and shall remain in effect until November 30, 2019, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided herein.

**ARTICLE 4 CONTRACT SUM**

The DTA shall pay the Contractor in current funds for the performance of the work as set forth in Contractor's Quote dated \_\_\_\_, subject to additions and deductions by Change Orders as provided in the Contract Documents in the amount accepted.

**ARTICLE 5 PAYMENTS TO CONTRACTOR**

Terms of payment shall be thirty (30) days net from the conclusion of the month for which payment is due, unless a discount for earlier payment is solicited by the DTA and offered by the Contractor. The DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

Payment does not imply acceptance of work. The granting of any progress payment or payments by DTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the requirement of the Contractor to replace unsatisfactory work or material, even though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which do not conform to the instruction of these contract requirements and specifications or are not equal to samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.





**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth and First Transit, Inc. as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the DTA without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, and First Transit, Inc.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the DTA prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA, ATE Management of Duluth, and First Transit, Inc.

**ARTICLE 9                      RECORDS AND INSPECTIONS**

- a. **Establishment and Maintenance of Records**  
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.
- b. **Documentation of Costs**  
Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

c. **Reports and Information**

Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.

d. **Audits and Inspections**

Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Contract. Contractor will also permit DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

e. **Confidentiality of Information**

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release data referred to in this clause, Contractor must immediately notify the DTA and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

f. **Ownership of Data**

All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of DTA when prepared and shall be delivered to the DTA upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

**ARTICLE 10 INDEPENDENT CONTRACTOR**

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the DTA for any purpose. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of the DTA, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the DTA, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

**ARTICLE 11 SEVERABILITY**

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Contract.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**ARTICLE 12 COMMUNICATIONS**

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by e-mail; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the DTA and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Designation for DTA

Jim Caywood, Director of Maintenance

Designation for Contractor

\_\_\_\_\_

**ARTICLE 13 EXTENT OF AGREEMENT**

This Contract represents the entire and integrated agreement between the DTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both DTA and Contractor.

**ARTICLE 14 GOVERNING LAW**

This Contract shall be governed by the applicable laws of the City of Duluth and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in the court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

**ARTICLE 15 RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

**ARTICLE 16 DELAYS**

Contractor shall notify DTA in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten to delay the timely performance of this Contract, and may at that time or subsequently request an extension of the delivery date or schedule. However, such notification or request or acceptance of belated equipment shall not constitute acceptance of the delay, or request for extension, without written acceptance by DTA as a change in the Contract.

**ARTICLE 17 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS**

All work performed under this Contract shall conform to all latest applicable local, state and federal safety requirements, and shall, in all cases, meet OSHA requirements. It shall be the Contractor's responsibility to ensure complete compliance with these requirements.

**ARTICLE 18 NO THIRD PARTY RIGHTS**

This Contract is to be construed and understood solely as a Contract between the DTA and Contractor and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Contract or of any

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

of the terms and conditions hereof, which, as between the DTA, may be waived at any time by mutual agreement.

**ARTICLE 19 CANCELLATION**

The DTA shall have the right to cancel this Contract if monies are not appropriated by the funding department or agency for purposes of this Contract.

**ARTICLE 20 PROVISIONS HELD INVALID**

If any provision of this Contract is held invalid, such holding shall not affect the validity of the remainder of the Contract.

## **QUOTE SHEETS**

### **Parking Ramp Striping**

**August 28, 2019**

**Section 4** **FORMAL QUOTE SHEET**

NOTE: All Quotes must be written, signed and transmitted in a sealed envelope, plainly marked with subject matter and opening date. Return one copy of the Quote with Descriptive Literature

**Quote GUARANTEE REQUIREMENTS: Not Required.**

Quotes: ALL fees, delivery, and installation must be included. TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

1. All-inclusive price to stripe 362 parking spaces on 4 levels of the Duluth Transportation Center in accordance with the specifications herein: \$\_\_\_\_\_

2. Price for each additional space: \$\_\_\_\_\_ each

3. All-inclusive price to paint ten (10) ADA Handicap parking stalls, with emblem, crosshatch and stall delineation: \$\_\_\_\_\_

4. Price for each additional ADA space: \$\_\_\_\_\_ each

5. All-inclusive price to paint forty (40) directional arrows in accordance with the specifications herein: \$\_\_\_\_\_

6. Price for each additional directional arrow: \$\_\_\_\_\_ each

7. Price per lineal foot for center line stripes for approximately 1,170 linear feet of surface: \$\_\_\_\_\_/l.f.

8. Price to stencil stall numbers on 130 parking stalls in accordance with the specifications herein: \$\_\_\_\_\_

9. Price to stencil additional 2-digit stall numbers: \$\_\_\_\_\_ each

10. Price per lineal foot to paint tops and sides for approximately 550 linear feet of curbs in accordance with the specifications herein: \$\_\_\_\_\_/l.f.

**Option 1:**

All-inclusive price to sweep and power wash three levels of the parking ramp prior to applying paint: \$\_\_\_\_\_ per level

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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

Mailing Address: \_\_\_\_\_

Addendum  
Number

Acknowledgment  
Date Recd

\_\_\_\_\_

\_\_\_\_\_

CITY

STATE

ZIP CODE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(PRINT NAME) TITLE

PHONE NO. \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Duluth Transit Authority  
Parking Ramp Striping

# 041-19-RAMP 1

1. **Proof of Responsibility Statement**

The Duluth Transit Authority requires anyone submitting a bid or proposal to complete a sworn statement consisting of information relating to their capacity to complete the work requested, including financial stability, equipment, experience in the work prescribed, etc. If the Duluth Transit Authority is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information. Attach separate sheets as necessary.

Statement of Bidder Qualifications and Responsibility

- 1. Name of Bidder or Proposer: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. Legal form of company (partnership, corporation, joint venture, etc.) \_\_\_\_\_ (If a joint venture, identify the members of the joint venture and provide all information required in this section for each member.)
- 4. When Organized: \_\_\_\_\_
- 5. Where Incorporated (as applicable): \_\_\_\_\_
- 6. How many years has the firm or organization been engaged in the contracting business under the present firm name? \_\_\_\_\_

Questions 7-13: If the answer is ~~Yes~~ please provide details in a separate attachment.

- 7. Have you ever failed to complete any work awarded to you? No\_\_\_ Yes\_\_\_
- 8. Have you ever defaulted on a contract? No\_\_\_ Yes\_\_\_
- 9. Have you ever been sued for services you provided? No\_\_\_ Yes\_\_\_
- 10. Has your firm been charged with or convicted of, a violation of a wage schedule?  
No\_\_\_ Yes\_\_\_
- 11. Does your organization possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform? No\_\_\_ Yes\_\_\_
- 12. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years? No\_\_\_ Yes\_\_\_
- 13. Is your firm or organization a part of a multi-entity corporation, a wholly-owned subsidiary, or more than 51% owned by another firm or organization? No\_\_\_ Yes\_\_\_ If yes, provide documentation on the parent organization, audited statements of financial standing, working capital financing, authorization to enter into contracts, and other proof of responsibility.
- 14. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully? No\_\_\_ Yes\_\_\_ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references.)
- 15. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years?  
No\_\_\_ Yes\_\_\_ If yes, on a separate sheet of paper titled "Bankruptcy Information", state date, court of jurisdiction, amount of liabilities and amount of assets.
- 16. List the average range of annual gross receipts of the firm or organization for the past three years:  

|   |  |
|---|--|
| ___ Less than \$500,000                   | ___ \$500,000 to \$1 million             |
| ___ between \$1 million and \$5 million   | ___ between \$5 million and \$10 million |
| ___ between \$10 million and \$15 million | ___ above \$15 million                   |
- 17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.



**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

18. Please provide a Proof of Responsibility Statement for each subcontractor or supplier providing goods or services in excess of fifty thousand dollars (\$50,000.00) listed in the bid or proposal.

Warranty:

The Contractor,

- (i) if it is a corporation, is duly incorporated, organized, validly existing and in good standing as a corporation under of the laws of the jurisdiction of its incorporation;
- (ii) if it is a partnership, non-profit organization, individual or sole proprietorship, is duly organized and validly existing under the laws of the jurisdiction in which it was organized;
- (iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and
- (iv) has the power and legal right to conduct the business in which it is currently engaged and
- (v) attests that the execution, delivery and performance of the Contract does not and will not violate any provision of any applicable existing law, regulation or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, or other obligation.

Signed:

\_\_\_\_\_

Title \_\_\_\_\_

**2. Small or Disadvantaged Business Enterprise, Veteran-owned Business (including Service Disabled Veteran Business Enterprises)**

- 1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No\_\_\_\_ Yes\_\_\_\_ (If yes, please provide a copy of the registration.)
- 2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No \_\_\_\_ Yes\_\_\_\_ (If yes, please provide details and copies of the applicable registration or certification.)

The Contractor agrees to take all necessary steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract.

The Contractor or Subcontractor shall not discriminate on basis of race, color, national origin or gender in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the DTA deems appropriate.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

\_\_\_\_\_

Title \_\_\_\_\_

**3. Subcontractors and Suppliers Listing**

List each subcontractor and/or supplier included in the bid or proposal. Include a Proof of Responsibility Statement for each subcontractor (of any tier) or supplier proposing to provide services or goods in excess of fifty thousand dollars (\$50,000. 00.) Subcontractors or Suppliers that are registered or certified S/DBEs must provide proof and the name of the certifying agency **prior to commencing work.**

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Changes to this list must be in writing and approved by the Duluth Transit Authority **prior to the commencement of subcontractor or supplier's work.**

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

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

**Section 5**

**REQUIRED CERTIFICATES**

**A. AFFIDAVIT OF NONCOLUSION**

Certificate

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

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

Additionally;

The \_\_\_\_\_ hereby certifies it is /is not (circle one)  
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**B. COMPLIANCE WITH SPECIFICATIONS**

The proposer hereby states that it will comply with the technical specifications issued by the Duluth Transit Authority in all areas except those where approved equals were granted by the purchaser (s).

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

**Certificate C**

The respondent hereby states that it has read and will comply the DTA's Vendor Code of Ethics and Organizational Conflict of Interest (both on the DTA website) as well as the applicable Federal Clauses and Requirements contained herein.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

FOR

## **Parking Ramp Striping**

**August 28, 2019**

**SECTION 6. TECHNICAL/SPECIAL SPECIFICATIONS****A. General**

1. The DTA is seeking qualified firms to repaint parking stall stripes and individual numbers on each stall at the Duluth Transportation Center (DTC) parking ramp. Also included are directional arrows, dividing lines for two-way traffic, ADA emblems and striping, and painting curbs in the bus bays.
2. The DTC serves over 250 contract parking customers and daily transient parking customers. Contractor will strive to minimize disruption to customers to the greatest extent possible. All work is to be completed overnights and/or on weekends to reduce the likelihood of customers being turned away due to the painting project.
3. **Quantities. Respondents must satisfy themselves by examination of the contract documents, the work site and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of the Contract documents. After submission of the Quote, no complaint nor claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which Respondent might have informed itself prior to responding to this RFQ.**
4. A pre-submittal meeting will be held at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55808 at 10:00 a.m. on Wednesday, September 4, 2019. Attendance is not mandatory but strongly encouraged. After the meeting, interested vendors may tour the ramp to determine project requirements.  
  
Interested vendors who are unable to attend in person may join via conference call; contact the Procurement Manager at 218-623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) for call-in information.
5. The DTA intends to award the work to a single contract, but reserves the right to increase or decrease the scope of work at its sole discretion.
6. Contractor must submit a specification sheet of the proposed paint(s) to be used on the project, along with the applicable MSDS sheets and warranty information at the time of Quote submittal. The DTA reserves the right to reject Quotes that do not include this information, or quotes that include paint and materials that are not of commercial grade quality and suitable for this project, in the sole discretion of the DTA Project Manager.
7. Application of the paint must be in accordance with Manufacturer's recommendations and warranty requirements.
8. All materials delivered to the job site must be in sealed containers with the manufacturer's product name and color. Secure storage is available at the jobsite for staging materials and a limited amount of equipment.



**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

9. ADA emblems, deboarding stripes and stall delineation shall comply with all applicable ADA regulations, including color and sizes.

10. Contractor's vehicles will clearly identify the name of the company while entering and performing work on the premises. Contractor's employees are not permitted in unauthorized areas of the facility at any time.

11. Attached is a layout of the parking ramp. Contractor shall field verify all quantities and placement of stripes, ADA layout, center lines, etc.

12. The Contractor shall assume full responsibility for any damage to any property, including, but not limited to, walls, floors, vehicles, pavements, roadways, structures, utilities, and underground facilities resulting from the performance of this Contract.

13. Contractor's work shall be of the highest quality and warrants the workmanship for a period of not less than one (1) year after project acceptance.

14. The Respondent shall demonstrate a minimum of three (3) years of experience in similar projects and provide a list of most recent projects completed.

15. The DTA is relying on the Contractor to provide its professional experience and expertise with regard to industry standards for the project. If the Contractor believes the specifications are not within industry standards, the Contractor must bring its objection or concern to the DTA's attention prior to the Quote deadline.

16. Prior to beginning work, the selected Contractor must attend a mandatory preconstruction meeting with designated DTA staff to establish schedule, contact information, staging, work progression, approval process, change order procedures, etc., for a timely and successful project.

17. Contractor shall be solely responsible for monitoring weather conditions and will not permit employees to work when weather presents a danger to Contractor's employees. Contractor should consider the impact of inclement weather on the progress of the project; no additional compensation will be permitted for weather delays. Contractor may proceed with work only when existing and forecasted weather conditions permit materials to be applied according to manufacturer's written instructions and warranty requirements.

18. Contractor and any subcontractors shall provide all necessary safety equipment to perform the work in accordance with OSHA standards and shall be solely responsible for enforcing those standards, including wearing safety vests or high visibility wear as may be necessary. The DTA reserves the right to halt work if in its sole discretion, safety or security protocols or weather conditions are not safe to perform the work. No additional compensation shall be afforded to the Contractor in the event the DTA suspends work due to safety, security or weather conditions. Contractor shall promptly rectify any identified shortcomings to the DTA Project Manager's satisfaction prior to resuming work.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

19. Upon completion of work, Contractor shall participate in a joint inspection with DTA Project Manager to review completed work and prepare a punch list for Contractor to complete or repair to Contract standards. Contractor shall immediately commence work on punch list items and shall complete the punch list work in a timely manner.
20. Staging areas are limited and must be approved by the DTA Project Manager prior to project commencement.
21. The DTA will withhold five percent (5%) retainage on invoiced amounts until the project is completed and accepted by the DTA.
22. Prior to final payment, Contractor shall submit the following:
- a. Certified payrolls and lien waivers from the prime contractors and all subcontractors and/or suppliers.
  - b. A statement that all punch list items are complete and accepted by the DTA Project Manager.
  - c. A final invoice including retainage, as applicable.
  - d. The Contractor's warranty certificates for workmanship for a period of not less than one (1) year.
  - e. Clean up. Before acceptance of the work, the Contractor shall clean the work site and all grounds occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the contract items of work and no additional allowance will be made therefore.

## **PROJECT SCOPE, SCHEDULE**

1. Scheduling of Work.
  - a. Except for bus curbs, all work will be performed between the hours of 8:00 p.m. until 6:00 a.m. Monday through Friday, or on Saturday and Sunday, as may be authorized by the DTA Project Manager.
  - b. Contractor will strive to minimize inconvenience to parking customers.
  - c. Contractor shall provide at least five (5) day advance notice of work commencement, to allow sufficient time for notification to parking customers.
  
2. The parking ramp consists of three levels. Level 1 is the secure parking level, housing 99 individually numbered parking stalls, 45 stalls on the perimeter and 44 stalls down the center aisle. Three additional stalls are designated handicap stalls and require the ADA emblem to be refreshed. There are also eight directional arrows on this level.
  
3. Level 2 of the building houses the DTA bus depot, three parking spaces for the Duluth Police Department, and two spaces for DTA staff cars. The DPD and DTA parking will need to be restriped.
  
4. Level 3 of the ramp houses 117 spaces, five of which are ADA spaces. There are twenty (20) directional arrows on this level, counting the arrows on the ramp from Michigan Street and the ramp to the 4<sup>th</sup> level.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

5. Level 4 of the ramp consists of 147 parking stalls, thirty (30) of which require number stencils, and two (2) ADA spaces adjacent to the vestibule. There are also twelve (12) directional arrows on this level. Portions of the parking deck are covered with traffic coating to prevent leaks to the level below; Contractor must provide stripe paint that is compatible with the traffic coating.
6. Contractor is solely responsible to provide traffic control and safety barriers to keep people or vehicles from entering the work area while work is being conducted.
7. Contractor is solely responsible to prepare the surface for painting, thoroughly sweeping and cleaning all surfaces to be painted, to ensure the paint adheres to the substrate. The DTC does not have an exterior water spigot. If pressure washing is required, Contractor should plan on a portable pressure washer or a portable water source for cleaning the ramp.
8. Restripe all solid and dashed center lines on the ramps, dashed lane lines, pedestrian walkways, curb paintings, ADA spaces and adjacent crosshatches, and stall numbers to match existing paint pattern. Two additional ADA parking stalls will be painted on the 4<sup>th</sup> level as identified herein. The estimated total linear footage of solid center lines is approximately 1,170 linear feet, including dashed center ramp and lane lines. Contractor is solely responsible for field verification of quantities.
9. Stencil parking stall numbers on levels 1 and 3 in accordance with the specifications herein. Stencil numbers shall be yellow, and shall be placed near the end of the stall to enable visibility by incoming vehicles.
10. All paint shall be acrylic polymer water base fast drying traffic paint in yellow. Paint shall be suitable for a cold climate, and resistant to chemical deterioration from road salts and sand.
11. Stripes shall be 4-inches wide and place in the same location as the existing lines, except were specifically directed herein.
12. Bus lane curbs shall be painted at off-peak service hours, preferably overnight or early in the morning on weekends. Contractor shall provide a separate price for painting the curbs, and shall coordinate with the DTA Project Manager on timing.
13. Contractor shall provide daily clean up and disposal of all wrapping, empty containers, and other debris from the project.
14. The DTA Project Manager reserves sole authority to disapprove or reject work which he believes to be unacceptable and not in conformance with these Contract documents. The DTA Project Manager will notify the Contractor immediately of unacceptable work. Contractor will correct work deficiencies within ten (10) days after notification from the DTA Project Manager. Contractor will bear all costs to correct the defective work. If the Contractor fails to perform the work in accordance with the Contract, the DTA may correct it and remedy any such deficiency and withhold the corresponding cost from the amount due the Contractor

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**Option 1:**

1. Contractor shall supply all labor, materials, equipment and supplies to pre-sweep and power wash all four levels of the parking ramp prior to commencement of painting striping.
2. The DTC does not have an exterior water spigot; Contractor must plan on bringing in a water tank or other water supply source for cleaning.
3. Cleaning shall include sweeping all corners, areas behind support columns, walkways and access ramps to clear the ramp of dust and debris.
4. The ramp has drains on every level; Contractor shall prevent heavy dirt and debris from entering and clogging the drains to the maximum extent possible.
5. Washing shall take place during off-peak occupancy periods, from 8:00 p.m. until 6:00 a.m. Monday-Friday, and/or on weekends with advance notice.
6. Contractor will not be permitted to use strong solvents that may damage the pavement or the traffic coating. Submit copies of proposed cleaning materials at the time of quote.
7. The DTA may elect to contract out this portion of the work separately, at its sole discretion.

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

**SECTION 7.****WAGE REQUIREMENTS**

1. This contract is subject to the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, the U.S. Department of Labor Fair Labor Standards Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5. The Contractor shall comply with and assure compliance with all applicable wage regulations, and shall not cause the Owners to be in violation of same.
2. The Contractor hereby agrees that all persons employed by it in the performance of work covered by prevailing wage classifications shall be paid wages which are not less than the prevailing wage rates which are attached to this contract and incorporated herein by reference.
3. The Contractor hereby agrees to keep and to require all subcontractors to keep full and accurate records for a period of not less than six (6) years, clearly indicating the name and trade or occupation of every laborer, worker or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefore.
4. The Owner shall post any applicable prevailing wage determinations at the project site and/or at a place normally used to post public notices. The Contractor is responsible for providing the prevailing wage scale as provided in the contract at the job site to all subcontractors. These hours, rates and classifications must be posted on the project by the Contractor in at least one conspicuous place for the information of employees and all employees of subcontractor(s) working on the project.
5. Certified WEEKLY payroll reports are required and are to be submitted to the Duluth Transit Authority Procurement Manager for all Contractor and subcontractor covered work in accordance with Duluth Transit Authority Certified Payroll Checklist.
6. Overtime Basis  
One and one-half the regular hourly rate is paid for hours exceeding forty (40) per week.

**POSTED WAGE SCALE**

Department of Labor General Decision Number MN 190129 Prevailing Wage Decision dated 08/16/2019 is attached and incorporated herein. Wage decisions are subject to change due to lock-in rules and revisions near the bid opening.

**Minnesota Department of Labor and Industry Prevailing Wages for State-funded Construction Projects, Construction Type, Commercial, County Number 69, St. Louis County, effective 12-11-2018 and revised 1-28-2019 is attached and incorporated herein.**

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

"General Decision Number: MN20190129 08/16/2019  
Superseded General Decision Number: MN20180194  
State: Minnesota  
Construction Type: Building  
County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the abovementioned types of contracts entered into by the federal government that are subject to the Davis Bacon Act itself, but it does not apply to contracts subject only to the Davis Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2019       |
| 1                   | 02/01/2019       |
| 2                   | 02/08/2019       |
| 3                   | 06/21/2019       |
| 4                   | 07/26/2019       |
| 5                   | 08/16/2019       |

ASBE0034001 06/01/2019 Rates Fringes  
ASBESTOS WORKER/HEAT & FROST INSULATOR...\$ 38.15 33.40

BOIL0647008 03/01/2018 Rates Fringes  
BOILERMAKER.....\$ 37.22 27.14

BRMN0001010 05/01/2018 Rates Fringes  
BRICKLAYER.....\$ 34.99 24.64

BRMN0001019 05/01/2018 Rates Fringes  
TILE FINISHER.....\$ 25.13 5.54  
TILE SETTER.....\$ 25.89 24.34

CARP0361008 06/01/2018 Rates Fringes  
CARPENTER (Includes Drywall Hanging, and Form Work, and  
Excludes Soft Floor Layer).....\$ 33.60 19.03  
SOFT FLOOR LAYER.....\$ 33.25 16.94

ELEC0242002 06/02/2019 Rates Fringes  
ELECTRICIAN.....\$ 38.46 27.13

ENGI0049019 05/01/2019 Rates Fringes  
POWER EQUIPMENT OPERATOR  
Bulldozer.....\$ 40.08 20.55

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

Crane.....\$ 41.84 20.55  
 Drill.....\$ 40.08 20.55  
 Forklift.....\$ 40.08 20.55  
 Loader.....\$ 40.08 20.55  
 Oiler.....\$ 37.45 20.55  
 Roller.....\$ 40.08 20.55

IRON0512025 05/01/2018 Rates Fringes  
 IRONWORKER (Structural and Reinforcing).....\$ 32.64 27.85

LABO1091025 05/01/2018 Rates Fringes  
 LABORER Asbestos Abatement  
 (Removal from Ceilings,  
 Floors, and Walls).....\$ 30.83 18.70  
 Common or General.....\$ 28.04 16.17  
 Mason Tender Brick/Cement/Concrete.....\$ 27.99 15.32  
 Pipelayer.....\$ 35.68 16.92

PAIN0106007 05/01/2017 Rates Fringes  
 GLAZIER.....\$ 30.58 18.02

PAIN0106009 05/01/2017 Rates Fringes  
 DRYWALL FINISHER/TAPER....\$ 30.33 17.27

PAIN0386010 05/01/2014 Rates Fringes  
 PAINTER (Spray).....\$ 25.08 13.99\*

PLAS0633008 05/01/2019 Rates Fringes  
 CEMENT MASON/CONCRETE FINISHER...\$ 33.41 19.33

\*PLAS0633011 05/01/2019 Rates Fringes  
 PLASTERER.....\$ 26.47 15.28

PLUM0011007 07/03/2018 Rates Fringes  
 PIPEFITTER (Includes HVAC Pipe Installation and  
 Excludes HVAC Unit Installation).....\$ 34.59 17.34  
 PLUMBER (Excludes HVAC Pipe and Unit Installation)..\$ 34.59 17.34

ROOF0096019 07/01/2019 Rates Fringes  
 ROOFER.....\$ 34.15 17.97

SHEE0010034 04/30/2018 Rates Fringes  
 SHEET METAL WORKER (Includes HVAC Duct and Unit  
 Installation).....\$ 33.75 27.21

\*UAVGMN0024 01/01/2019 Rates Fringes  
 OPERATOR:  
 Backhoe/Excavator/Trackhoe.....\$ 36.89 20.30\*

UAVGMN0025 01/01/2019 Rates Fringes  
 PAINTER (Brush and Roller).....\$ 29.50 17.64

SUMN2015064 06/22/2018 Rates Fringes  
 OPERATOR: Bobcat/Skid  
 Steer/Skid Loader.....\$ 32.03 14.80  
 TRUCK DRIVER: Dump Truck.....\$ 23.43 12.33

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

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**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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

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

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

#### Union Rate Identifiers

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

Example: PLUM0198005 07/01/2014.

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

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

Survey Rate Identifiers Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and nonunion rates.

Example: SULA2012007 5/13/2014.

SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

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

EXAMPLE: UAVGOH0010 08/29/2014.



**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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

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

**Construction Type: Commercial**

**County Number: 69**

County Name: ST. LOUIS

Effective: 2018-12-17 Revised: 2019-01-28

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

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

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

\* Indicates that adjacent county rates were used for the labor class listed.

**County: ST. LOUIS (69)**

| <u>LABOR CODE AND CLASS</u>   | <u>EFFECT DATE</u>   | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|---|--|-------------------|--------------------|-------------------|
| <b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>              |  |                   |                    |                   |
| 101 LABORER, COMMON (GENERAL LABOR WORK)                            | 2018-12-17   | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01   | 26.52             | 19.29              | 45.81             |
| 102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)           | 2018-12-17   | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01   | 26.52             | 19.29              | 45.81             |
| 103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2018-12-17   | 23.02             | 15.99              | 39.01             |
|   | 2019-05-01   | 24.00             | 16.96              | 40.96             |
| 104* FLAG PERSON  | 2018-12-17   | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01   | 26.52             | 19.29              | 45.81             |
| 105* WATCH PERSON   | FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a> |                   |                    |                   |

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

| <u>LABOR CODE AND CLASS</u>  | <u>EFFECT DATE</u>  | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|---|-------------------|--------------------|-------------------|
| 106 BLASTER  | 2018-12-17  | 26.34             | 18.57              | 44.91             |
|  | 2019-05-01  | 27.22             | 19.29              | 46.51             |
| 107 PIPELAYER (WATER, SEWER AND GAS)   | 2018-12-17  | 33.28             | 19.32              | 52.60             |
|  | 2019-05-01  | 34.28             | 20.27              | 54.55             |
| 108 TUNNEL MINER   | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a> |                   |                    |                   |
| 109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)   | 2018-12-17  | 31.48             | 19.32              | 50.80             |
|  | 2019-05-01  | 32.48             | 20.27              | 52.75             |
| 110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15. | 2018-12-17  | 36.00             | 3.52               | 39.52             |
| 111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)   | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a> |                   |                    |                   |
| <b>SPECIAL EQUIPMENT (201 - 204)</b>   |   |                   |                    |                   |
| 201* ARTICULATED HAULER  | 2018-12-17  | 38.13             | 20.30              | 58.43             |
| 202 BOOM TRUCK   | 2018-12-17  | 37.83             | 18.65              | 56.48             |
| 203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS  | 2018-12-17  | 23.02             | 15.99              | 39.01             |
|  | 2019-05-01  | 24.00             | 16.96              | 40.96             |
| 204* OFF-ROAD TRUCK  | 2018-12-17  | 37.83             | 18.65              | 56.48             |
| 205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.  | 2018-12-17  | 26.91             | 19.87              | 46.78             |
| <b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>  |   |                   |                    |                   |
| <b>GROUP 2 *</b>   | 2018-12-17  | 35.54             | 19.70              | 55.24             |
| 306 GRADER OR MOTOR PATROL   |   |                   |                    |                   |

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

| <u>LABOR CODE AND CLASS</u>  | <u>EFFECT<br/>DATE</u> | <u>BASIC<br/>RATE</u> | <u>FRINGE<br/>RATE</u> | <u>TOTAL<br/>RATE</u> |
|--|------------------------|-----------------------|------------------------|-----------------------|
| 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)   |                        |                       |                        |                       |
| <b>GROUP 3</b>   | 2018-12-17             | 36.34                 | 20.30                  | 56.64                 |
|  | 2019-05-01             | 38.09                 | 20.50                  | 58.59                 |
| 309 ASPHALT BITUMINOUS STABILIZER PLANT  |                        |                       |                        |                       |
| 310 CABLEWAY   |                        |                       |                        |                       |
| 312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)   |                        |                       |                        |                       |
| 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER   |                        |                       |                        |                       |
| 316 LOCOMOTIVE CRANE OPERATOR  |                        |                       |                        |                       |
| 320 TANDEM SCRAPER   |                        |                       |                        |                       |
| 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)  |                        |                       |                        |                       |
| <b>GROUP 4 *</b>   | 2018-12-17             | 36.04                 | 20.30                  | 56.34                 |
|  | 2019-05-01             | 37.79                 | 20.50                  | 58.29                 |
| 323 AIR TRACK ROCK DRILL   |                        |                       |                        |                       |
| 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)   |                        |                       |                        |                       |
| 325 BACKFILLER OPERATOR  |                        |                       |                        |                       |
| 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)  |                        |                       |                        |                       |
| 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON) |                        |                       |                        |                       |
| 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS  |                        |                       |                        |                       |
| 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS  |                        |                       |                        |                       |
| 331 CHIP HARVESTER AND TREE CUTTER   |                        |                       |                        |                       |
| 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE  |                        |                       |                        |                       |
| 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)  |                        |                       |                        |                       |
| 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT  |                        |                       |                        |                       |
| 336 CURB MACHINE   |                        |                       |                        |                       |
| 337 DIRECTIONAL BORING MACHINE   |                        |                       |                        |                       |
| 338 DOPE MACHINE (PIPELINE)  |                        |                       |                        |                       |
| 340 DUAL TRACTOR   |                        |                       |                        |                       |
| 341 ELEVATING GRADER   |                        |                       |                        |                       |
| 345 GPS REMOTE OPERATING OF EQUIPMENT  |                        |                       |                        |                       |
| 347 HYDRAULIC TREE PLANTER   |                        |                       |                        |                       |
| 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)   |                        |                       |                        |                       |
| 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)  |                        |                       |                        |                       |
| 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE  |                        |                       |                        |                       |
| 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE   |                        |                       |                        |                       |
| 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE   |                        |                       |                        |                       |
| 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES  |                        |                       |                        |                       |
| 357 PUGMILL  |                        |                       |                        |                       |
| 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)  |                        |                       |                        |                       |
| 360 SCRAPER  |                        |                       |                        |                       |
| 361 SELF-PROPELLED SOIL STABILIZER   |                        |                       |                        |                       |
| 362 SLIP FORM (POWER DRIVEN) (PAVING)  |                        |                       |                        |                       |
| 363 TIE TAMPER AND BALLAST MACHINE   |                        |                       |                        |                       |
| 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)   |                        |                       |                        |                       |
| 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE  |                        |                       |                        |                       |

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

| <u>LABOR CODE AND CLASS</u>   | <u>EFFECT<br/>DATE</u> | <u>BASIC<br/>RATE</u> | <u>FRINGE<br/>RATE</u> | <u>TOTAL<br/>RATE</u> |
|---|------------------------|-----------------------|------------------------|-----------------------|
| <b>GROUP 5 *</b>  | 2018-12-17             | 30.50                 | 18.90                  | 49.40                 |
| 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)  |                        |                       |                        |                       |
| 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)  |                        |                       |                        |                       |
| 372 FORM TRENCH DIGGER (POWER)  |                        |                       |                        |                       |
| 375 HYDRAULIC LOG SPLITTER  |                        |                       |                        |                       |
| 376 LOADER (BARBER GREENE OR SIMILAR TYPE)  |                        |                       |                        |                       |
| 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER   |                        |                       |                        |                       |
| 379 POWER ACTUATED JACK   |                        |                       |                        |                       |
| 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)  |                        |                       |                        |                       |
| 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER   |                        |                       |                        |                       |
| 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER                           |                        |                       |                        |                       |
| 384 STUMP CHIPPER AND TREE CHIPPER  |                        |                       |                        |                       |
| 385 TREE FARMER (MACHINE)   |                        |                       |                        |                       |
| <b>GROUP 6</b>  | 2018-12-17             | 29.55                 | 16.08                  | 45.63                 |
| 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER   |                        |                       |                        |                       |
| 389 DREDGE DECK HAND  |                        |                       |                        |                       |
| 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)   |                        |                       |                        |                       |
| 393 LEVER PERSON  |                        |                       |                        |                       |
| 395 POWER SWEEPER   |                        |                       |                        |                       |
| 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS   |                        |                       |                        |                       |
| 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING   |                        |                       |                        |                       |
| <b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>  |                        |                       |                        |                       |
| <b>GROUP 1</b>  | 2018-12-17             | 41.14                 | 20.30                  | 61.44                 |
| 501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)   |                        |                       |                        |                       |
| 502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)  |                        |                       |                        |                       |
| 503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)                            |                        |                       |                        |                       |
| <b>GROUP 2</b>  | 2018-12-17             | 40.80                 | 20.30                  | 61.10                 |
| 504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)                                       |                        |                       |                        |                       |
| 505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)   |                        |                       |                        |                       |
| 506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)  |                        |                       |                        |                       |
| 507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) |                        |                       |                        |                       |
| <b>GROUP 3</b>  | 2018-12-17             | 39.39                 | 20.30                  | 59.69                 |
| 508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)   |                        |                       |                        |                       |
| 509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)  |                        |                       |                        |                       |
| 510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)   |                        |                       |                        |                       |
| 511 STATIONARY TOWER CRANE UP TO 200 FEET   |                        |                       |                        |                       |
| 512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)                      |                        |                       |                        |                       |
| 513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)  |                        |                       |                        |                       |
| 514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)               |                        |                       |                        |                       |
| <b>GROUP 4</b>  | 2018-12-17             | 39.05                 | 20.30                  | 59.35                 |
| 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)  |                        |                       |                        |                       |

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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|--|--------------------|-------------------|--------------------|---|
| 516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 519 OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| <b>GROUP 5</b>   | 2018-12-17         | 38.13             | 20.30              | 58.43   |
| 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM   |                    |                   |                    |   |
| 524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)        |                    |                   |                    |   |
| 525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 526 FRONT END, SKID STEER 1 C YD AND OVER  |                    |                   |                    |   |
| 527 HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| <b>GROUP 6</b>   | 2018-12-17         | 36.62             | 20.30              | 56.92   |
| 535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 537 FRONT END, SKID STEER UP TO 1 C YD   |                    |                   |                    |   |
| 538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER  |                    |                   |                    |   |
| <b>GROUP 7</b>   | 2018-12-17         | 35.50             | 20.30              | 55.80   |
| 541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) |                    |                   |                    |   |
| 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |   |
| <b>GROUP 8 *</b>   |                    |                   |                    |   |
|  |                    |                   |                    | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a> |
| 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |
| 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |   |

**TRUCK DRIVERS**

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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|---|--------------------|-------------------|--------------------|-------------------|
| <b>GROUP 1</b>  | 2018-12-17         | 30.85             | 17.50              | 48.35             |
| 601 MECHANIC . WELDER   |                    |                   |                    |                   |
| 602 TRACTOR TRAILER DRIVER  |                    |                   |                    |                   |
| 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES) |                    |                   |                    |                   |
| <b>GROUP 2</b>  | 2018-12-17         | 29.70             | 16.60              | 46.30             |
| 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK   |                    |                   |                    |                   |
| <b>GROUP 3</b>  | 2018-12-17         | 29.60             | 16.60              | 46.20             |
| 605 BITUMINOUS DISTRIBUTOR DRIVER   |                    |                   |                    |                   |
| 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)   |                    |                   |                    |                   |
| 607 THREE AXLE UNITS  |                    |                   |                    |                   |
| <b>GROUP 4 *</b>  | 2018-12-17         | 25.10             | 10.85              | 35.95             |
| 608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)                                  |                    |                   |                    |                   |
| 609 DUMP PERSON   |                    |                   |                    |                   |
| 610 GREASER   |                    |                   |                    |                   |
| 611 PILOT CAR DRIVER  |                    |                   |                    |                   |
| 612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS  |                    |                   |                    |                   |
| 613 TWO AXLE UNIT   |                    |                   |                    |                   |
| 614 SLURRY OPERATOR   |                    |                   |                    |                   |
| 615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)                                       |                    |                   |                    |                   |
| 616 TRACTOR OPERATOR, UNDER 50 H.P.   |                    |                   |                    |                   |
| <b>SPECIAL CRAFTS</b>   |                    |                   |                    |                   |
| 701 HEATING AND FROST INSULATORS  | 2018-12-17         | 41.31             | 18.85              | 60.16             |
|   | 2019-06-03         | 42.96             | 18.85              | 61.81             |
| 702 BOILERMAKERS  | 2018-12-17         | 37.22             | 27.14              | 64.36             |
|   | 2019-01-01         | 38.33             | 27.43              | 65.76             |
| 703 BRICKLAYERS   | 2018-12-17         | 33.36             | 26.27              | 59.63             |
| 704 CARPENTERS  | 2018-12-17         | 31.10             | 19.03              | 50.13             |
|   | 2019-05-01         | 32.65             | 19.03              | 51.68             |
| 705 CARPET LAYERS (LINOLEUM)  | 2018-12-17         | 33.25             | 16.94              | 50.19             |
| 706 CEMENT MASONS   | 2018-12-17         | 32.66             | 18.68              | 51.34             |
| 707 ELECTRICIANS  | 2018-12-17         | 36.85             | 26.20              | 63.05             |
| 708 ELEVATOR CONSTRUCTORS   | 2018-12-17         | 48.36             | 32.65              | 81.01             |
|   | 2019-01-01         | 49.91             | 39.24              | 89.15             |
| 709 GLAZIERS  | 2018-12-17         | 31.16             | 19.68              | 50.84             |
| 710* LATHERS  | 2018-12-17         | 31.10             | 19.03              | 50.13             |

**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1

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|---|--------------------|-------------------|--------------------|-------------------|-------|
| 712 IRONWORKERS   | 2018-12-17         | 32.64             | 27.85              | 60.49             |       |
| 714 MILLWRIGHT  | 2018-12-17         | 34.19             | 18.81              | 53.00             |       |
|   | 2019-05-01         | 36.24             | 18.81              | 55.05             |       |
| 715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)    | 2018-12-17         | 30.96             | 18.77              | 49.73             |       |
| 716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS) | 2018-12-17         | 34.57             | 18.16              | 52.73             |       |
| 717 PIPEFITTERS . STEAMFITTERS  |                    |                   |                    |                   |       |
|   | +\$200,000         | 2018-12-17        | 42.20              | 20.80             | 63.00 |
|   |                    | 2019-05-01        | 44.05              | 20.80             | 64.85 |
|   | -\$200,000         | 2018-12-17        | 39.55              | 19.85             | 59.40 |
|   |                    | 2019-05-01        | 41.30              | 19.85             | 61.15 |
| 718 PLASTERERS  | 2018-12-17         | 33.14             | 19.43              | 52.57             |       |
|   | 2019-05-01         | 34.74             | 19.43              | 54.17             |       |
| 719 PLUMBERS  | 2018-12-17         | 40.02             | 19.53              | 59.55             |       |
| 720 ROOFER  | 2018-12-17         | 33.50             | 17.19              | 50.69             |       |
|   | 2019-07-01         | 34.90             | 17.19              | 52.09             |       |
| 721 SHEET METAL WORKERS   | 2018-12-17         | 33.75             | 27.23              | 60.98             |       |
| 722 SPRINKLER FITTERS   | 2018-12-17         | 37.58             | 19.49              | 57.07             |       |
| 723 TERRAZZO WORKERS  | 2018-12-17         | 38.91             | 19.40              | 58.31             |       |
| 724 TILE SETTERS  | 2018-12-17         | 25.89             | 24.34              | 50.23             |       |
| 725 TILE FINISHERS  | 2018-12-17         | 18.99             | 19.74              | 38.73             |       |
| 726 DRYWALL TAPER   | 2018-12-17         | 31.56             | 18.77              | 50.33             |       |
| 727 WIRING SYSTEM TECHNICIAN  | 2018-12-17         | 38.97             | 17.14              | 56.11             |       |
|   | 2019-07-01         | 40.17             | 17.14              | 57.31             |       |
| 728 WIRING SYSTEMS INSTALLER  | 2018-12-17         | 27.30             | 14.31              | 41.61             |       |
|   | 2019-07-01         | 28.14             | 14.31              | 42.45             |       |
| 729 ASBESTOS ABATEMENT WORKER   | 2018-12-17         | 30.83             | 18.70              | 49.53             |       |
|   | 2019-01-01         | 31.78             | 19.35              | 51.13             |       |
| 730 SIGN ERECTOR  | 2018-12-17         | 27.05             | 14.02              | 41.07             |       |



**Duluth Transit Authority  
Parking Ramp Striping**

# 041-19-RAMP 1