



Duluth Transit Authority
REQUEST FOR BIDS
Supply and Install Fire Doors at TCE

FROM: Duluth Transit Authority
2402 West Michigan Street
Duluth, MN 55806

DATE: May 15, 2020

PROJECT: Supply and Install Fire Doors at TCE

You are invited to submit a Bid to Supply and Install Fire Doors at Transit Center East, 214 West Superior Street, Duluth, MN 55802.

Bids will be received until **Thursday, May 28, 2020, at 2:00 pm.**

Bidding Information:

1. Duluth Transit Authority (DTA) is seeking a per unit price from qualified vendors to supply and install two sets of fire doors on the skywalk level of Transit Center East.
2. Bid form must be signed by an authorized employee of the organization/company.
3. In submitting a Bid, Bidders, agrees that acceptance of any or all Bids within a thirty (30) day period constitutes a contract.
4. Project to be completed by July 31, 2020.
5. The FTA is or will be providing federal assistance for this project in an estimated expected amount of up to \$60,000; the Catalog of Federal Domestic Assistance (CFDA) number is 20.500.
7. When accepted by and signed on behalf of Organization/Company, this pricing form and all relevant portions of the selected Vendor Bid, including any amendments thereto; the Bidder's representations and certifications submitted as part of its Bid; and any other relevant materials submitted by the Bidder as part of, or subsequent to submittal of its Bid shall form a binding contract between Duluth Transit Authority and the Bidder for provision of Bus Pole Seats pricing as specified therein.
8. Questions regarding this Request for Bids may be directed to nbrown@duluthtransit.com or 218-623-0329.
9. 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.
10. The DTA reserves the right to accept or reject any and/or all Bids in the interest of the Authority.
11. Contractor shall review the DTA's Vendor Code of Ethics, Organizational Conflict of Interest, and protest procedures on the DTA website at www.duluthtransit.com.
12. All expenses for responding to this RFB shall be borne by the Bidder.
13. Bids are to be submitted to nbrown@duluthtransiti.com or to the Duluth Transit Authority Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806, on or before the due date and time herein. Time means local time in Duluth, Minnesota. Bids received after the due date and time will not be considered.

SECTION 2. TECHNICAL/SPECIAL SPECIFICATIONS BUS STOP POLE SEATS

TECHNICAL SPECIFICATIONS

1. Contractor will supply and install two sets of fire doors on the skywalk level of Transit Center East . Each set will consist of two doors that open outward.
2. Doors must be mounted in the existing frames and must include a heavy duty door closure, push bars, smoke gaskets and locks that secure the door to the floor after hours. Pictures of the doors are attached.
3. The DTA will paint the doors after they are installed.
4. Installation shall be during business hours, and shall minimize interference with skywalk users as much as possible.
5. Doors are located at each end of the skywalk hallway:





Section 3 Bid Form and Certificate

%CE Fire Doors+

NOTE: All Bids must be written, signed and transmitted in a sealed envelope, plainly marked with subject matter and opening date.

Return one copy of the Bid with details of products used.

No bonds are required for this project.

Base Bid: Total maximum all-inclusive price to supply and install two sets of fire doors in accordance with the specifications herein:

\$ _____

Contractor must separately submit all details of proposed work, including materials, warranty, information, and timeline for the work to be completed as specified herein.

Firm Name: _____

Mailing Address:

CITY

STATE

ZIP CODE

By: _____
(PRINT NAME) TITLE PHONE NO.

Signature

Date: _____

Email

Certificate A. AFFIDAVIT OF NONCOLUSION

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

That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to sign on its behalf (if the bidder is a corporation);

1. That the attached bid or bids have been arrived at by the bidder 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 bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

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

Section 4: INSURANCE

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and the DTA, ATE Management of Duluth and First Transit, Inc. from all liability described in the paragraph above.

(1) Workers' compensation in accordance with the laws of the state of Minnesota.

(2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(3) DTA, ATE Management of Duluth, and First Transit, Inc. shall be named as an **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth and First Transit, Inc. Contractor shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

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

b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

Section 5 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 (DBE), as defined herein and in the Federal regulations published at 49 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 DBE 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 if 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 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 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.

SECTION 6.

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 5/15/2020 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 1-27-2020 is attached and incorporated herein.

"General Decision Number: MN20200129 05/15/2020

Superseded General Decision Number: MN20190129

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2020 |
| 1 | 05/15/2020 |

| ASBE0034-001 06/01/2019 | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 38.15 | 33.40 |

| BOIL0647-008 03/01/2018 | Rates | Fringes |
|-------------------------|----------|---------|
| BOILERMAKER..... | \$ 37.22 | 27.14 |

| BRMN0001-010 05/01/2018 | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 34.99 | 24.64 |

| BRMN0001-019 05/01/2018 | Rates | Fringes |
|-------------------------|----------|---------|
| TILE FINISHER..... | \$ 25.13 | 5.54 |
| TILE SETTER..... | \$ 25.89 | 24.34 |

| CARP0361-008 06/01/201 | 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 |

| ELEC0242-002 06/02/2019 | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.46 | 27.13 |

| ENGI0049-019 05/01/2019 | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| Bulldozer..... | \$ 40.08 | 20.55 |
| 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 |

| | | |
|--|----------|---------|
| * IRON0512-025 05/03/2020 | Rates | Fringes |
| IRONWORKER (Structural and Reinforcing)..... | \$ 33.99 | 30.70 |
| LABO1091-025 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 |
| PAIN0106-007 05/01/2017 | Rates | Fringes |
| GLAZIER..... | \$ 30.58 | 18.02 |
| PAIN0106-009 05/01/2017 | Rates | Fringes |
| DRYWALL FINISHER/TAPER..... | \$ 30.33 | 17.27 |
| PAIN0386-010 05/01/2014 | Rates | Fringes |
| PAINTER (Spray)..... | \$ 25.08 | 13.99 |
| PLAS0633-008 05/01/2019 | Rates | Fringes |
| CEMENT MASON/CONCRETE FINISHER.... | \$ 33.41 | 19.33 |
| PLAS0633-011 05/01/2019 | Rates | Fringes |
| PLASTERER..... | \$ 26.47 | 15.28 |
| PLUM0011-007 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 |

 ROOF0096-019 07/01/2019 Rates Fringes
 ROOFER.....\$ 34.15 17.97

SHEE0010-034 04/30/2018 Rates Fringes
 SHEET METAL WORKER (Includes
 HVAC Duct and Unit
 Installation).....\$ 33.75 27.21

* UAVG-MN-0024 01/01/2019 Rates Fringes
 OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 36.89 20.30

* UAVG-MN-0025 01/01/2019 Rates Fringes
 PAINTER (Brush and Roller).....\$ 29.50 17.64

SUMN2015-064 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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

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

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

Construction Type: Commercial

County Number: 69

County Name: ST. LOUIS

Effective: 2019-12-16 Revised: 2020-01-27

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

* 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> |
|---|--|-------------------|--------------------|-------------------|
| LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730) | | | | |
| 101 LABORER, COMMON (GENERAL LABOR WORK) | 2019-12-16 | 26.52 | 19.29 | 45.81 |
| 102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN) | 2019-12-16 | 26.52 | 19.29 | 45.81 |
| 103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2019-12-16 | 24.00 | 16.96 | 40.96 |
| 104* FLAG PERSON | 2019-12-16 | 26.52 | 19.29 | 45.81 |
| 105* WATCH PERSON | FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US | | | |
| 106 BLASTER | 2019-12-16 | 27.22 | 19.29 | 46.51 |

| <u>LABOR CODE AND CLASS</u> | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|--|-------------------|--------------------|-------------------|
| 107 PIPELAYER (WATER, SEWER AND GAS) | 2019-12-16 | 34.28 | 20.27 | 54.55 |
| 108 TUNNEL MINER | FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US | | | |
| 109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL) | 2019-12-16 | 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. | 2019-12-16 | 26.52 | 19.29 | 45.81 |
| 111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE) | FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US | | | |
| SPECIAL EQUIPMENT (201 - 204) | | | | |
| 201* ARTICULATED HAULER | 2019-12-16 | 38.13 | 20.30 | 58.43 |
| 202 BOOM TRUCK | 2019-12-16 | 40.08 | 20.55 | 60.63 |
| | 2020-05-01 | 40.93 | 21.70 | 62.63 |
| 203* LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS | 2019-12-16 | 24.00 | 16.96 | 40.96 |
| 204 OFF-ROAD TRUCK | 2019-12-16 | 32.85 | 19.00 | 51.85 |
| | 2020-05-01 | 33.65 | 19.95 | 53.60 |
| 205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS. | 2019-12-16 | 26.91 | 19.87 | 46.78 |
| HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR | | | | |
| GROUP 2 * | 2019-12-16 | 35.54 | 19.70 | 55.24 |
| 306 GRADER OR MOTOR PATROL | | | | |
| 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY) | | | | |
| GROUP 3 | 2019-12-16 | 38.09 | 20.50 | 58.59 |
| | 2020-05-01 | 38.94 | 21.40 | 60.34 |
| 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 | | | | |

| <u>LABOR CODE AND CLASS</u> | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|--------------------|-------------------|--------------------|-------------------|
| 320 TANDEM SCRAPER | | | | |
| 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY) | | | | |
| GROUP 4 | 2019-12-16 | 37.79 | 20.50 | 58.29 |
| | 2020-05-01 | 38.64 | 21.40 | 60.04 |
| 323 AIR TRACK ROCK DRILL | | | | |
| 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY) | | | | |
| 325 BACKFILLER OPERATOR | | | | |
| 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 | | | | |
| GROUP 5 * | 2019-12-16 | 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) | | | | |

| <u>LABOR CODE AND CLASS</u> | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|---|--------------------|-------------------|--------------------|-------------------|
| GROUP 6 * | 2019-12-16 | 33.54 | 20.50 | 54.04 |
| | 2020-05-01 | 34.39 | 21.40 | 55.79 |
| 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER | | | | |
| 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 | | | | |
| COMMERCIAL POWER EQUIPMENT OPERATOR | | | | |
| GROUP 1 | 2019-12-16 | 43.59 | 20.55 | 64.14 |
| | 2020-05-01 | 44.44 | 21.70 | 66.14 |
| 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) | | | | |
| GROUP 2 * | 2019-12-16 | 43.25 | 20.55 | 63.80 |
| | 2020-05-01 | 44.10 | 21.70 | 65.80 |
| 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) | | | | |
| GROUP 3 | 2019-12-16 | 41.84 | 20.55 | 62.39 |
| | 2020-05-01 | 42.69 | 21.70 | 64.39 |
| 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) | | | | |
| GROUP 4 | 2019-12-16 | 41.50 | 20.55 | 62.05 |
| | 2020-05-01 | 42.35 | 21.70 | 64.05 |
| 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 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) | | | | |
| GROUP 5 | 2019-12-16 | 40.08 | 20.55 | 60.63 |
| | 2020-05-01 | 40.93 | 21.70 | 62.63 |
| 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY) | | | | |

| <u>LABOR CODE AND CLASS</u> | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|--------------------|-------------------|--------------------|-------------------|
| 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) | | | | |
| GROUP 6 | 2019-12-16 | 38.57 | 20.55 | 59.12 |
| | 2020-05-01 | 39.42 | 21.70 | 61.12 |
| 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 | | | | |
| GROUP 7 | 2019-12-16 | 37.45 | 20.55 | 58.00 |
| | 2020-05-01 | 38.30 | 21.70 | 60.00 |
| 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) | | | | |
| GROUP 8 | 2019-12-16 | 35.44 | 20.55 | 55.99 |
| | 2020-05-01 | 36.29 | 21.70 | 57.99 |
| 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 | | | | |
| GROUP 1 * | 2019-12-16 | 32.85 | 19.00 | 51.85 |
| | 2020-05-01 | 33.65 | 19.95 | 53.60 |
| 601 MECHANIC . WELDER | | | | |
| 602 TRACTOR TRAILER DRIVER | | | | |
| 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES) | | | | |
| GROUP 2 | 2019-12-16 | 29.70 | 16.60 | 46.30 |
| 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK | | | | |

| <u>LABOR CODE AND CLASS</u> | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|--------------------|-------------------|--------------------|-------------------|
| GROUP 3 | 2019-12-16 | 32.20 | 19.00 | 51.20 |
| | 2020-05-01 | 33.00 | 19.95 | 52.95 |
| 605 BITUMINOUS DISTRIBUTOR DRIVER | | | | |
| 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION) | | | | |
| 607 THREE AXLE UNITS | | | | |
| GROUP 4 * | 2019-12-16 | 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. | | | | |
| SPECIAL CRAFTS | | | | |
| 701 HEATING AND FROST INSULATORS | 2019-12-16 | 42.31 | 19.55 | 61.86 |
| 702 BOILERMAKERS | 2019-12-16 | 38.33 | 27.43 | 65.76 |
| 703 BRICKLAYERS | 2019-12-16 | 34.71 | 26.92 | 61.63 |
| | 2020-05-01 | 37.21 | 26.92 | 64.13 |
| 704 CARPENTERS | 2019-12-16 | 31.10 | 20.58 | 51.68 |
| 705 CARPET LAYERS (LINOLEUM) | 2019-12-16 | 33.63 | 18.56 | 52.19 |
| | 2020-05-01 | 35.68 | 18.56 | 54.24 |
| 706 CEMENT MASONS | 2019-12-16 | 33.41 | 19.33 | 52.74 |
| 707 ELECTRICIANS | 2019-12-16 | 38.44 | 27.12 | 65.56 |
| | 2020-05-31 | 40.04 | 27.84 | 67.88 |
| 708 ELEVATOR CONSTRUCTORS | 2019-12-16 | 49.91 | 39.24 | 89.15 |
| | 2020-01-01 | 51.55 | 40.48 | 92.03 |
| 709 GLAZIERS | 2019-12-16 | 31.69 | 20.65 | 52.34 |
| 710* LATHERS | 2019-12-16 | 31.44 | 18.43 | 49.87 |
| 712 IRONWORKERS | 2019-12-16 | 33.19 | 29.40 | 62.59 |
| | 2020-05-01 | 35.29 | 29.40 | 64.69 |
| 714 MILLWRIGHT | 2019-12-16 | 35.10 | 19.90 | 55.00 |
| | 2020-05-01 | 37.15 | 19.90 | 57.05 |
| 715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) | 2019-12-16 | 31.39 | 19.99 | 51.38 |

| <u>LABOR CODE AND CLASS</u> | | <u>EFFECT DATE</u> | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|--|------------|--------------------|-------------------|--------------------|-------------------|
| 716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS) | | 2019-12-16 | 38.91 | 22.08 | 60.99 |
| 717 PIPEFITTERS . STEAMFITTERS | +\$200,000 | 2019-12-16 | 42.60 | 22.25 | 64.85 |
| | -\$200,000 | 2019-12-16 | 39.90 | 21.25 | 61.15 |
| 718 PLASTERERS | | 2019-12-16 | 34.09 | 20.08 | 54.17 |
| | | 2020-05-01 | 35.69 | 20.08 | 55.77 |
| 719 PLUMBERS | | 2019-12-16 | 41.02 | 22.03 | 63.05 |
| 720 ROOFER | | 2019-12-16 | 34.15 | 17.94 | 52.09 |
| | | 2020-07-01 | 35.55 | 17.94 | 53.49 |
| 721 SHEET METAL WORKERS | | 2019-12-16 | 34.86 | 28.12 | 62.98 |
| 722 SPRINKLER FITTERS | | 2019-12-16 | 37.58 | 19.49 | 57.07 |
| 723 TERRAZZO WORKERS | | 2019-12-16 | 38.91 | 19.40 | 58.31 |
| 724 TILE SETTERS | | 2019-12-16 | 27.44 | 24.79 | 52.23 |
| 725 TILE FINISHERS | | 2019-12-16 | 19.70 | 20.38 | 40.08 |
| 726 DRYWALL TAPER | | 2019-12-16 | 31.99 | 19.99 | 51.98 |
| 727 WIRING SYSTEM TECHNICIAN | | 2019-12-16 | 40.17 | 17.63 | 57.80 |
| | | 2020-07-01 | 41.42 | 17.63 | 59.05 |
| 728 WIRING SYSTEMS INSTALLER | | 2019-12-16 | 28.14 | 14.71 | 42.85 |
| | | 2020-07-01 | 29.02 | 14.71 | 43.73 |
| 729 ASBESTOS ABATEMENT WORKER | | 2019-12-16 | 31.78 | 19.35 | 51.13 |
| | | 2020-01-01 | 32.73 | 20.00 | 52.73 |
| 730 SIGN ERECTOR | | 2019-12-16 | 29.78 | 15.59 | 45.37 |