

Duluth Transit Authority

REQUEST FOR BIDS

FOR

ELEVATOR INSPECTION AND REPAIR SERVICES

October 15, 2020

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

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

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**Duluth Transit Authority
Elevator Inspection and Repair Services**

041-20-0272.2

**Duluth Transit Authority
Request for Bids
Elevator Inspection and Repair Services**

The Duluth Transit Authority (DTA) hereby requests Bid from qualified firms to provide Elevator Inspection and Repair services at three Duluth Transit Authority properties. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or nbrown@duluthtransit.com.

Responses must be received no later than **1:00 p.m. on Wednesday, November 4, 2020**.

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 Bids in the best interest of the Authority.

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Section 1 **General Conditions**

G-1 **REQUEST FOR BIDS**

- a) The Duluth Transit Authority (~~%DTA+~~) is requesting bids from qualified vendors to provide on-call Elevator Inspection and Repair Services three DTA properties: one elevator in the DTA Operations Center located at 2402 West Michigan Street, Duluth, MN 55806, two elevators in the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802, and one elevator in Transit Center East, 214 West Superior Street, Duluth, MN 55802.
- b) Bids shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Bid Price shall be good for 90 days after the Bid Due Date.
- d) Respondent shall pay all precontractual expenses, including expenses for preparing or submitting a Bid in response to this request, negotiating with the DTA on any matter related to this Request For Bids (~~%RFB+~~), and/or other expenses incurred by the Respondent prior to the date of award.
- e) Bid are due at **1:00 p.m. on Wednesday, November 4, 2020** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-submittal conference** on **Thursday, October 22, 2020** at **10:00 a.m.** at the Duluth Operations Center, 2402 West Michigan Street, Duluth, MN, 55806. Attendance is not mandatory, but strongly encouraged. In person attendance is not required. DTA will make available an electronic meeting invitation; please contact nbrown@duluthtransit.com for meeting instructions.
- g) The DTA intends to award the contract to the responsible Respondent as early as December 4, 2020.
- h) Throughout these specifications the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.
- i) All inquiries and other correspondence relating to this RFB shall be addressed via an email to nbrown@duluthtransit.com (preferred) or via regular mail to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806.
- 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 Wednesday, **October 28, 2020**. Responses will be posted on the DTA website no later than Thursday, **October 29, 2020**.
- l) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at www.duluthtransit.com. It is the Respondent's sole responsibility to obtain all documents available for this procurement.
- m) Bids must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Bids 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 Bid. 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) Bids shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Bid shall be emailed in a .pdf attachment to nbrown@duluthtransit.com (preferred) or in a securely sealed envelope marked

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"Elevator Inspection and Repair Services" and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806.

- o) Bids must be received by the deadline. Time means local time in Duluth, Minnesota. Bids received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Bids in the best interest of the DTA.
- p) No Bids may be modified after submission except by written modification received by the DTA prior to opening. Modifications must be signed by the person submitting the Bid or accompanied by an explanation as to why it is not and must indicate that it modifies the original Bid.
- q) A Respondent may withdraw its Bid at any time before the time of the opening only by written notice addressed to the Procurement Manager marked ~~W~~Withdrawal of Bid+and received by the DTA prior to the opening of Bids.
- 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 Bid 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.

G-2 SELECTION CRITERIA

Except when it is determined not to be in the DTA's best interests, the DTA will evaluate Bid 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 RFB. Any proposed change in this Contract shall be submitted to the DTA for its approval prior to submission of the Bid. 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 Indefinite Delivery, Indefinite Quantity.** This is an Indefinite Delivery Indefinite Quantity (~~DIQ~~) Contract. The quantities of products or services in the Contract are not guaranteed, and are subject to the discretion of the DTA Project Manager or designee.

Delivery of the Work under this Contract shall be performed in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto.

There is no limit to the amount of services provided under this Contract, except by order of the DTA Project Manager or designee.

On occasion, the DTA may issue a Task Order for specific work germane to the contract to be done at the DTA's direction. Task Order Work shall be provided in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto. The DTA shall not be required to issue a Task Order for routine Work that is the subject of this Contract.

The DTA specifically reserves the right to directly perform the work or any portion of the work covered under this Contract at the discretion of the DTA Project Manager. No compensation will be paid to the Contractor for work not performed by the Contractor or its subcontractors.

G-5 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/her 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-6 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-7 SUBCONTRACTORS

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

G-8 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	October 15, 2020	
Pre-Submittal Conference	Thursday, October 22, 2020	10:00 a.m.
Requests for Changes/Clarifications	Wednesday, October 28, 2020	2:00 p.m.
Responses to Changes/Clarifications	Thursday, October 29 , 2019	
Bid Opening	Wednesday, November 4, 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 require 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 are 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 of 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

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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

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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

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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
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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.

12) COMBATING RACE AND SEX STEREOTYPING Executive Order 13950

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

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.
2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.
4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DULUTH TRANSIT AUTHORITY

CONTRACT FOR

**ELEVATOR INSPECTION AND REPAIR
SERVICES**

October 15, 2020

**Duluth Transit Authority
Elevator Inspection and Repair Services**

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Section 3. Contract (example)

This Contract made this ____ day of ____, 2020, 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 Bids (Procurement # 041-20-0272. 2) dated October 15, 2020; General, Special and Technical Specifications and Drawings; all addenda and modifications thereto issued prior to the execution of the Contract; the Contractor's executed Bid 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 Bids 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 December 31, 2023, unless terminated earlier as provided herein.

The DTA may, at its sole discretion, extend the term of this Contract for a period of two (2) years, from January 1, 2024 through December 31, 2025, upon written notice to the Contractor. If the DTA extends the term of the Contract, all of the terms and conditions of the Contract shall continue unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's Bid.

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 Bid 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.

ARTICLE 6 CONTRACTOR CHANGES

The DTA or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 7 INDEMNIFICATION

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

ARTICLE 8 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, Contractual Liability and Automobile 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.*

**Duluth Transit Authority
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- (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 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.

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

**Duluth Transit Authority
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facsimile, by electronic mail in portable document format (.pdf) or by any other means which preserves the original graphic and pictorial appearance of the Contract shall have the same effect as physical delivery of the paper document bearing the original signature.

This Contract entered into as of the day and year first written above.

Duluth Transit Authority

Contractor:

General Manager

Its _____

BID SHEETS

Elevator Inspection and Repair Services

October 15, 2020

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.

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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 _____

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Certificate D: **COMBATING RACE AND SEX STEREOTYPING, EXECUTIVE ORDER 13950**

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

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.

4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNED _____

FIRM NAME _____

TECHNICAL SPECIFICATIONS

FOR

Elevator Inspection and Repair Services

October 15, 2020

SECTION 6. TECHNICAL/SPECIAL SPECIFICATIONS

BACKGROUND

The DTA owns and operates three buildings with elevators, the Duluth Operations Center, 2402 West Michigan Street, which contains one elevator, the Duluth Transportation Center, 228 West Michigan Street, which contains two elevators constructed in 2015, and Transit Center East, 214 West Superior Street, which contains one elevator.

The DTA presently has a service contract with ThyssenKrupp Elevators which expires on December 31, 2020, and is seeking qualified providers to provide elevator inspection and repair services under a new Contract.

Copies of recent inspection reports for all four elevators are available upon request from interested vendors.

A. GENERAL SPECIFICATIONS

1. The bid for Elevator Inspection and Repair Services for DTA properties will be for a base period of January 1, 2021 to December 31, 2023 and two one-year options, the first option for calendar year 2024, and if the first option is exercised, the second option for calendar year 2025. Options may be exercised at the DTA General Manager's sole discretion via written notification to the Contractor in October of the preceding year in which the contract or the option period expires.
2. Interested Bidders may make arrangements to inspect the facilities by contacting the Procurement Manager at 218-623-4329, or nbrown@duluthtransit.com
3. This is a fixed unit rate, indefinite delivery, indefinite quantity (%DIQ+) Contract based upon the annual cost for routine maintenance and inspections, and fully burdened labor rates for non-routine work as detailed in the Bid pricing form. Contractor shall provide a proposed markup rate for parts at the time of Bid submittal.
4. The DTA shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Bidder in preparing its Bid in response to this RFB, negotiating with the DTA on any matter related to the Bid, or any other expenses incurred by the Bidder prior to the date of award of the Contract from this procurement (if any).
5. By submitting a Bid, the Bidder represents that it has thoroughly examined and become familiar with the work described herein, and understands the nature and location of the work and all other matters that can affect the work.
6. Evaluation of the Bids will be based on the annual cost for inspection and routine maintenance services, the rates for non-routine services, the mark up rate on parts, the costs in the option periods, and the responsiveness and responsibility of the Bidder.
7. Contractor shall be a State of Minnesota Licensed Elevator Contractor, bonded and insured as required under Minnesota Statutes. Contractor shall submit verification of license, bonding and insurance to the DTA Procurement Manager upon request throughout the term and any extensions of this Contract.
8. The Contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision

shall have full authority to represent the Contractor in making decisions and executing the work in a first class, workmanlike manner.

9. Contractor shall at all times keep the work site clean and free from waste materials, trash or rubbish, including the storage areas. All materials that are replaced shall be properly disposed of offsite by the Contractor in accordance with all environmental requirements. Contractor may not use DTA disposal containers to dispose of hazardous materials.
10. Contractor and any subcontractors performing work on this Contract shall comply with all applicable Occupational Health Administration (OSHA), State, and local Safety and Occupational Health standards, and any other rules and regulations applicable to this Contract. Contractor and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
11. Maintenance activities on the property shall be performed in a safe and efficient manner and shall comply with all local, state and federal requirements. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this Contract, including wearing approved safety equipment where required.
12. Contractor shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc., to adequately protect the public during the performance of the work under this Contract.
13. Contractor may not store tools and materials on DTA property without prior DTA Project Manager's written consent.
14. Routine maintenance, inspections and tests shall be performed during regular working hours unless otherwise approved by the DTA Project Manager.

B. Preventive Maintenance Services

1. Unless superseded by more stringent requirements of these specifications, work shall conform to the requirements of ASME/ANSI a17-1 Code Section 1206 Maintenance, as may be amended from time to time.

Contractor shall perform the services at intervals recommended by the equipment manufacturers (the cost for these services shall be bid as the Annual Costs on the bid sheet) and shall:

- a. Perform a complete operational check of each elevator to include starting, operating, leveling and stopping parameters, including proper operation of elevator car and hoist way doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME/ANSI A17.1 Code requirements as may be amended from time to time.
- b. Check all hall and car position indicators and signals and car lighting fixtures.
- c. Check operating components requiring periodic lubrication and lubricate following manufacturer's recommendations and specifications.

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- d. Maintain machine rooms and hoist way pits, elevator car tops in a clean and orderly condition. Remove excessive lubricant and wipe up oil leaks.
 - e. Perform periodic inspections and tests of elevators at intervals required by ASME/ANSI A17.1 Part X as may be amended from time to time, or other governing authority if more stringent.
 - f. Deliver copies of tests to the DTA within thirty (30) days of performing the tests.
2. Replacement Parts
- a. All replacement parts and materials shall be new, commercial grade equipment, free of defects and suitable for the purpose intended. Parts and materials may be subject to the review and approval of the DTA Project Manager. Materials being replaced shall be the same make and model or an approved equal by the Original Equipment Manufacturer. Equals must be submitted to the DTA Project Manager for approval prior to installation of the equipment.
3. The Contractor shall provide a local stock or identify a local source for high mortality parts and consumable items for elevators serviced at each location. If parts are not readily available, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practical time. All repairs will be considered temporary and incomplete until standard parts are installed. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.
4. Within the contract scope of work, the contractor shall provide all consumable parts, components and supplies required to maintain the equipment in service. Consumable parts are defined as having a typical service life of less than one (1) year or costing under two hundred (\$200). Consumable parts shall be included in the annual and hourly rates.
5. If major replacement parts are required, or costs for work are in addition to the annual maintenance services, the Contractor shall contact the DTA Project Manager with an estimate of repair costs prior to starting repair work.
6. The Contractor shall guarantee all replacement parts for a period of ninety (90) days or the part manufacturer's warranty, whichever is greater. All guarantees and warranties obtainable by the Contractor from manufacturers and vendors of equipment in the performance of this contract, shall be extended to the DTA to the full extent of their terms.
7. Not included in the contract scope are:
- A. Rebuilding or replacement of major elevator components.
 - B. New construction or major modification of existing equipment.
 - C. Repair or damage caused by negligence or misuse of elevator equipment by other than the contractor.
 - D. Repair of damage caused by fire, flood or other disaster.

C. Notifications and Response Times

1. Except for emergency call back service and elevator repairs, all work shall be performed during regular working hours of regular working days of the trade.
2. Standard Service Call. Repair/replace elevator equipment within 48-hours of notification and otherwise as practicable.
3. Emergency Service Call. Provide emergency call back services, which consists of promptly responding to requests from the DTA by telephone or otherwise for emergency at any hour, day or night. Contractor shall respond on-site within thirty (30) minutes from notification for all emergency calls requiring extrication of passengers (including weekends.)
4. Contractor and subcontractors must provide the DTA with 24-hour contact number(s) for Contractor's key person, and an acceptable means of emergency on-call communication with the DTA's Project Manager.
5. The Contractor shall be responsible for notifying the DTA in writing of the existence or development of any defects in or repairs required to the elevator equipment that the Contractor does not believe is his or her responsibility under the terms of the Contract. Upon request, the Contractor shall furnish the DTA Project Manager with a written estimate of the cost to correct any such defects or make the required repairs. The DTA General Manager reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs, and specifically reserves the right to competitively bid said work to other parties, in its sole discretion.
6. The Contractor shall be responsible for giving immediate notice to the DTA Project Manager of any condition discovered in the elevator equipment that may present a hazard to either the equipment or the passengers.
7. The Contractor shall notify the DTA Project Manager when Contractor or its subcontractors has employees on DTA property to perform work under this contract, and shall notify the Project Manager of work completion within 24-hours of completion.

D. Workmanship

1. The Contractor shall use the highest standard of workmanship for the work performed under this Contract. In the event of substandard workmanship or defective materials furnished by the Contractor as may be determined by the DTA Project Manager or designee, or in the event of poor working performance as may be determined by the DTA Project Manager or designee, the DTA will notify the Contractor and may require such failures or defects to be remedied at no cost to the DTA.
2. Substandard workmanship may include, but is not limited to, incomplete work, inadequately installed or supported, poorly fitted or sealed, damaged, improperly finished, or installed in a manner that the operation or maintainability of the installation is impaired

beyond the limits specified under state and federal regulations or as indicated in this Contract.

3. Claims of defective materials, inadequate workmanship or poor working performance will be first made to the Contractor's job site foreman. If the claim cannot be resolved at the field level, a written claim will be made to the Contractor. Contractor shall resolve all claims against workmanship by either correcting the issue or issuing a credit to the DTA for the claim. The DTA reserves the right to withhold payments that may otherwise be due, in whole or in part, on account of defective materials and/or unresolved workmanship issues.

4. The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the DTA, when such inaccuracies are due to the acts or omissions, negligent or otherwise, of the Contractor.

E. Direct Costs and Material Markup

1. Contractor shall be compensated for costs detailed on the Price Form, and subsequently substantiated with invoices submitted by the Contractor for materials used in carrying out the various tasks issued under this Contract.

2. Contractor mark up on materials required to perform the services described herein shall be fixed for the term of the Contract and each option period as noted.

3. Receipts will be required and shall be provided by the Contractor to substantiate costs for all materials included in each invoice submitted to the DTA for payment.

F. Contractor's Qualifications

The contractor shall have an established record of satisfactorily maintaining elevators and related machinery, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure to provide all services called for in these specifications.

All work shall be performed by journeymen elevator mechanics directly employed and supervised by the Contractor.

As part of the bid, bidders are required to furnish a statement of qualifications for review and approval by the DTA.

G. Compliance with Safety Codes

The contractor shall maintain elevator equipment in compliance with the latest adopted edition of the safety code for elevators and escalators (ASME/ANSI A17.1 as may be amended from time to time) and all other applicable codes and regulations in effect in the jurisdiction where the equipment is located. The Contractor shall promptly report to the DTA Project Manager all known equipment deficiencies and provide cost proposals for

corrective work outside the scope of this contract which may be required by the State Elevator Inspector or other code enforcement authorities.

H. Working Hours and Conditions

Services may be performed during regular business hours (6:30 am to 5:00pm) Monday through Friday. To prevent disruptions to the DTA operations, the contractor shall coordinate with the DTA Project Manager all planned equipment shutdowns and all work that is needed to be performed outside of normal business hours.

I. Service Reports

The Contractor shall provide the DTA Project Manager with a service report at the completion of each inspection or service call, noting the elevator serviced, a description of trouble found and repairs made, and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. A copy of this service report will be attached to each invoice.

J. Service Record

The Contractor shall provide a record of service for each elevator and post in a conspicuous place in each elevator machine room. The format is optional with the Contractor, but shall contain at least the following information:

1. Elevator serial number and Department of Labor elevator inspector's designation.
2. Date when each preventive maintenance/service and inspection was performed.
3. Reason for service call.
4. Description of service provided.
5. Parts replaced.
6. Total elapsed time for service.
7. Signature or initials of elevator technician performing the work.

K. Prevailing Wages

1. All work under at Task Order issued under this Contract is subject to the then current prevailing wage issued by the U.S. Department of Labor and the Minnesota Department of Labor and Industry Prevailing Wages for State Funded Construction Projects. The DTA will issue the applicable Prevailing Wage Decisions with each Task Order. Contractor shall comply with all prevailing wage requirements as noted herein.
2. Current Prevailing Wage Decisions are attached herein and are applicable to all work requested under this Contract until the Current Decision is superseded.

L. Bid Submittals

1. Bid Sheet with pricing for annual service, labor rates and parts mark up.
2. Bid sheets D1, D2, D3
3. Required Certificates A-D
4. A statement of qualifications of the firm and staff performing the work
5. Proof of licensure, bonding and insurance

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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 20200129 Prevailing Wage Decision dated 10/09/2020 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 01-27-2020 is attached and incorporated herein.

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"General Decision Number: MN20200129 10/09/2020

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.

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Modification Number	Publication Date
0	01/03/2020
1	05/15/2020
2	07/10/2020
3	07/24/2020
4	09/25/2020
5	10/09/2020

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 06/01/2018 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

ELEC0242-002 05/31/2020 Rates Fringes

ELECTRICIAN.....\$ 39.77 28.11

ENGI0049-019 05/01/2020 Rates Fringes

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POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 40.93	21.70
Crane.....	\$ 42.35	21.70
Drill.....	\$ 40.93	21.70
Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70

IRON0512-025 05/03/2020	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 33.99	30.70

* LABO1091-025 05/01/2020	Rates	Fringes
LABORER		
Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 34.73	16.40
Common or General.....	\$ 30.17	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

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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 04/04/2020	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 35.27	28.78

* 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

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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

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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:

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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. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

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

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<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.PRE VWAGE@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.PRE VWAGE@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

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<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
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)				
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				

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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)				
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

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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)				
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)				

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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				
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

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	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
716 PILEDRIVER (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

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	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