



Duluth Transit Authority

REQUEST for QUOTES

FOR

BUS STORAGE AREA FLOOR REPAIRS

July 15, 2021

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

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

email: nbrown@duluthtransit.com

**Duluth Transit Authority
Request for Quotes**

The Duluth Transit Authority (DTA) hereby requests quotes to repair concrete and recoat portions of the Bus Storage Area floor of the DTA of the Operations Center, 2402 West Michigan Street, Duluth, MN 55806. Scope of work includes removing degraded concrete, applying an anti-corrosion agent to the reinforcing steel, replacing concrete and applying traffic coating in worn areas.

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 **2:00 p.m. on Thursday, July 29, 2021**.

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

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Section 1 General Conditions

A REQUEST FOR QUOTES

- 1) The DTA is requesting Quotes for Bus Storage Area Floor Repairs at the DTA's Operations Center located at 2402 West Michigan Street, Duluth, MN 55806.
- 2) Quotes shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- 3) Proposed prices shall be good for 90 days after the Quote due date.
- 4) The DTA shall not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Quote in response to this request, negotiating with the DTA on any matter related to this Request For Quotes (RFQ), and/or other expenses incurred by the Respondent prior to the date of award.
- 5) Quotes are due at **2:00 p.m. on Thursday, July XX, 2021** via a .pdf attachment to nbrown@duluthtransit.com (preferred) or in a sealed envelope delivered to the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- 6) The DTA will hold a **pre-submittal conference** at **10:00 a.m. on Wednesday, July 21, 2021** at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806. Attendance is not mandatory, but strongly encouraged. Interested parties who prefer to attend remotely may contact nbrown@duluthtransit.com or 218-623-4329 for virtual attendance instructions. A tour of the work area will be offered after the presubmittal conference or by appointment. High visibility vests are required while present in bus movement areas. Persons who have not been vaccinated against COVID-19 must also wear a mask.
- 7) The DTA intends to award the contract to the responsible Respondent as early as July 30, 2021.
- 8) This project is paid for in part by a grant from the Federal Transit Administration, CFDA number 20-507.
- 9) Throughout these specifications the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.
- 10) All inquiries and other correspondence relating to this RFQ shall be with the Procurement Manager and emailed to nbrown@duluthtransit.com (preferred) or delivered in writing to the Procurement Manager, 2402 West Superior Street, Duluth, MN 55806.
- 11) The DTA will make the award to the responsible Respondent whose Quote is most advantageous to the DTA. The DTA may not necessarily make an award to the Respondent with the highest technical ranking nor to the Respondent with the lowest price quote, if doing so would not be in the best interest of the DTA.
- 12) Quotes must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Quotes containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typed and initialing the correction in ink by the person signing the Quote. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- 13) Quotes shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Quote and all papers bound and attached thereto, shall be sent in a .pdf attachment to an email to nbrown@duluthtransit.com (preferred) or placed in a securely sealed in an envelope marked **"Bus Storage Area Floor Repairs"** and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806.
- 14) Quotes must be received by the deadline. Time means local time in Duluth, Minnesota. Quotes received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Quotes in the best interest of the DTA.
- 15) No bonds are required for this project.
- 16) 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

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equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the work shall be considered included in the Quote although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.

- 17) Protests of this procurement will only be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of the work. Protest instructions can be found at the Duluth Transit Authority website, www.duluthtransit.com.
- 18) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. For those projects funded by the Minnesota Department of Transportation, Contractor shall submit a Minnesota Form IC134 with the request for final payment.
- 19) The Respondent shall disclose all subcontractors and their involvement in the project at the time of submittal. The Respondent shall insert the required Federal and State provisions in every subcontract.
- 20) In accordance with Minnesota §337.10(3), Contractor shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of undisputed services provided by the party requesting payment. The Contractor shall pay interest of at least one and one half percent (1 ½ %) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action. Contractor shall further require this provision to be included in all contracts between subcontractors and their sub-subcontractors of any tier.
- 21) In accordance with Minnesota §181.59, ~~%~~ Discrimination on Account of Race, Creed or Color Prohibited in Contract+ The Contractor hereby agrees to, and shall cause the following to be inserted in every subcontract: (ol style="list-style-type: none;">- 1) that, in the hiring of common or skilled labor for the performance of any work under any contract or 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 contractors, 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 cancelled by the state, county, city, or the Duluth Transit Authority, or any persons 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.

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

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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 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 if more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

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

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland Anti-Kickback Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5) ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 622, Subpart C **Energy Conservation** . The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6) 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.

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

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

8) 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.

9) 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.

10) 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.

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.

A. 11) Notice of Legal Agreement or Litigation

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

Contractor shall promptly notify the Duluth Transit Authority of any current or prospective legal matter that may affect the Duluth Transit Authority or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Duluth Transit Authority or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, ~~promptly~~ means to refer to information without delay and without change.

The Contractor agrees to include the above clause 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.

Section 3. Contract (example for quotes)

This Contract, made this ____ day of ____, 2021, 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; Request for Quotes (Procurement # 041-21-2021.3) dated July XX, 2021, General, Special and Technical Specifications and Drawings; prevailing wage schedules, all addenda issued prior to and all modifications issued after execution of the Contract; and the Contractor's executed Quote form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

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

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin upon %notice to proceed+from the DTA and completed no later than September 30, 2021, unless otherwise terminated as set forth herein.

ARTICLE 4 CONTRACT SUM

The DTA shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents in the amount accepted.

ARTICLE 5 PAYMENTS TO CONTRACTOR

The DTA will reimburse Contractor based on monthly billings for service. 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. Retainage will be held on payments until all conditions of final payment are met.

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.

Payment does not imply acceptance of work. The granting of any progress payment or payments by the DTA, or receipt thereof by Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the requirement of

the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instructions of these Contract requirements or specifications which are not equal to the samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.

ARTICLE 6 INVOICES

All invoices shall include supporting documentation of the quantities and details to the DTA's Director of Finance's satisfaction to support the pay request. Invoices should be forwarded to:

Duluth Transit Authority
Director of Finance
2402 West Michigan Street
Duluth, MN 55806

ARTICLE 7 DELAYS

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

ARTICLE 8 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 9 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 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., and the State of Minnesota arise out of acts or omissions of DTA, ATE Management of Duluth, and First Transit, Inc., which are derivative of the negligent 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 10 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, 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 with an A.M. BEST+rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized in the State of Minnesota; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors and Contractual Liability.
- (3) DTA, ATE Management of Duluth, and First Transit, Inc. shall be named as an **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth, and First Transit, Inc. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

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

- (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 thirty (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.
- 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.
- e. The Contractor's policy(ies) will be primary to any other valid and collectible insurance available to the DTA with respect to any claim arising out of the successful performance under this Contract.
- f. The Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- g. If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to the DTA.

ARTICLE 11 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 Contract.
- 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. **Minnesota Government Data Practices Act**
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 the data referred to in this clause, Contractor must immediately notify the DTA General Manager 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 12 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 13 COMMUNICATIONS

Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. 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.

Designation for DTA

Designation for Bidder

Mark Ness, Director of Maintenance

ARTICLE 14 SUBCONTRACTING AND ASSIGNMENTS

Contractor shall not subcontract or assign this Contract or any portion thereof without the prior written approval of the DTA General Manager.

ARTICLE 15 EXTENT OF AGREEMENT

This Contract represents the entire and integrated agreement between the DTA and the Contractor and supersedes all prior negotiations, representations or agreements, either

written or oral. This Contract may be amended only by written instrument signed by both DTA and Contractor.

ARTICLE 16 GOVERNING LAW

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

ARTICLE 17 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

ARTICLE 18 NO THIRD PARTY RIGHTS

This Contract is to be construed and understood solely as a Contract between the DTA and the Contractor and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Contract or of any of the terms and conditions hereof, which, as between the DTA and Contractor, may be waived at any time by mutual agreement.

ARTICLE 19 CANCELLATION

The DTA shall have the right to cancel this Contract if the DTA's governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Contract.

ARTICLE 20 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 21 COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in portable document format (pdf), or by any other electronic 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.

**Duluth Transit Authority
Bus Storage Area Floor Repairs**

041-21-2021.3

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

By: Duluth Transit Authority

By:

General Manager

Title:_____

**Duluth Transit Authority
Bus Storage Area Floor Repairs**

041-21-2021.3

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.

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 _____

4.2. 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 _____

4.3 Subcontractors and Suppliers Listing

List each subcontractor and/or supplier included in the quote. 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 Certificate A

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 _____

Certificate B

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.

_____ Signature of Contractor ~~§~~ Authorized Official

_____ Name and Title of Contractor ~~§~~ Authorized Official

_____ Date

Certificate C. **DEBARRED BIDDERS**

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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 ay 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.

Print Name and Title

Signature

Certificate D. Notice of Legal Agreement or Litigation

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

Contractor shall promptly notify the Duluth Transit Authority of any current or prospective legal matter that may affect the Duluth Transit Authority or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Duluth Transit Authority or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, ~~promptly~~ means to refer to information without delay and without change.

The Contractor agrees to include the above clause 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.

SIGNED _____

FIRM NAME _____

SECTION 6 SPECIAL, TECHNICAL SPECIFICATIONS, BUS STORAGE AREA FLOOR REPAIRS

A. BACKGROUND, GENERAL PROVISIONS

1. The Duluth Transit Authority is seeking experienced contractors to perform interim repairs to the floor in the DTA bus storage area to protect the integrity of the floor coating and the underlying concrete and supports. A complete recoating of the entire bus storage and maintenance area is planned in 3-5 years, contingent upon funding, but interim repairs are necessary to prevent more widespread damage. Pictures of example areas to be repaired are attached.

2. The entire bus barn floor was coated with an industrial traffic coating in fall of 2013 and interim repairs were done in 2018. The DTA cleans the floor on a regular basis to maintain the integrity of the coating. Areas of high traffic are starting to show some wear, and there is some delamination of the surface of the concrete in a few areas that must be repaired. There are also areas of deterioration adjacent to the floor trenches that will require grinding out the deteriorated concrete and rebuilding the shoulder of the trench.

3. The DTA intends to award a Contract to one firm. Respondent must be able to demonstrate at least three (3) years of experience in the past five (5) years in similar work, and must supply three (3) references with the Quote. Respondents that are unable to demonstrate previous experience will be deemed non-responsible and their Quote will be rejected. Contractors who have failed to perform similar projects satisfactorily or to complete similar projects on time may be disqualified at the sole discretion of the DTA.

4. The Respondent is solely responsible for determining the actual field measurement of the project area prior to quote submission. Respondents must satisfy themselves by examination of the Contract documents, the work site and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of the Contract documents. After submission of the Quote, no complaint nor claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which Respondent might have informed himself prior to submitting a quote.

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

6. There is no DBE goal on this project. However, interested contractors are strongly encouraged to utilize small or disadvantaged business enterprises in the performance of this project.

7. All work must be staged and coordinated with the DTA Project manager to minimize disruptions to the DTA operations as much as possible. Work may be completed in off hours and on weekends as approved by the DTA Project Manager. Weekend work is defined as

those times after 4:00 p.m. on Friday until 6:00 a.m. on Monday morning. All work must be completed no later than September 30, 2021.

8. Please note that the prevailing wage schedule attached to the bid document indicates that prevailing labor hours are defined in accordance with MN Statute 177.42(4): eight hours per day or forty hours per week. Contractors with workers who work four (4) ten-hour days must pay overtime for any hours over 8 hours per day, regardless of how many hours they work in a week. For example, if a worker works one ten hour day in a week, they must be paid at rate of regular pay for eight hours, and time and half for two hours. Questions on this requirement can be directed to the DTA at nbrown@duluthtransit.com or 218-623-4329.

9. All proposed work must comply with all applicable building code requirements, including the International Building Code (IBC), OSHA regulations, and State of Minnesota and City of Duluth building codes. Contractor shall be solely responsible for ensuring compliance with applicable regulations.

10. The DTA Project Manager for this project is Mr. Mark Ness, Director of Maintenance. All product materials, MSDS sheets and other project submittals must be submitted to the Project Manager at least five (5) business days prior to their use. Any materials that are not consistent with the materials proposed will be rejected.

11. A pre-submittal meeting will be held at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806 at 10:00 a.m. on Wednesday, July 21, 2021 Attendance is not mandatory, but strongly encouraged. For those attendees who are not able to attend the meeting in person, contact nbrown@duluthtransit.com or 218-623-4329 for an alternate arrangements. A tour of the worksite will be conducted after the meeting or separately by appointment. Persons traveling in bus movement areas must wear a high visibility vest. Persons that have not been vaccinated against COVID-19 are required to wear a mask while on DTA property.

12. The DTA will not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Respondent in preparing its Quote in response to this RFQ, negotiating with the DTA on any matter related to the RFQ, and any other expenses incurred by the Respondent prior to the date of award of the Contract for this procurement (if any).

13. Project must be completed by September 30, 2021, unless agreed to in writing by the DTA Project Manager.

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

15. Contractor shall obtain any and all applicable permits required for the work, and shall provide a copy of them to the DTA prior to commencing work, along with any MSDS sheets or other documents related to the materials used in the work, as applicable. Permit fees are the responsibility of the Contractor.

16. Change Orders. Any change to the signed contract must be approved by the DTA Procurement Manager, in writing, prior to the commencement of the change. All changes, amendments, additions or deletions to the original contract requested by the Contractor must be described in a Change Order request, with supporting documentation and any necessary increase or decrease in contract price indicated. These changes will include applicable project extension time requests. The DTA shall have ten (10) days to review and respond to such request.
17. Staging areas are limited and must be approved prior to project commencement. Temporary storage on the interior of the building may be permitted upon approval of the Project Manager
18. Prior to the start of work, Contractor shall participate in a mandatory preconstruction meeting with the DTA Project Manager and designated personnel to establish project timelines, access requirements, staging and other details of the project.
19. 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 removed and 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 or other materials. If Contractor requests the use of a dumpster, the placement of it must be approved by the DTA Project Manager prior to delivery. Dumpsters must be removed from DTA property prior to the request for final payment, or ten days after work is complete, whichever is sooner.
20. The DTA will withhold a five percent (5%) retainage on all payment applications until all work is complete in accordance with these specifications a final pay application is submitted.

B. SPECIAL SPECIFICATIONS

1. Contractor shall submit with the Quote a complete description of the proposed Traffic Coating to be used in the repairs, which must have a minimum of a 5-year warranty. Submittals shall include the proposed thickness of the coating, surface preparation requirements, cure times, MSDS and a color chart. Color shall be a standard manufacturer color; no custom colors are permitted. Preferred color is gray. Coating must nonslip.
2. Products used during the entire floor recoating in 2013 were as follows:
 - a. BASF Zinchrich Rebar Primer
 - b. BASF 10-61 Rapid Repair Mortar
 - c. BASF Concrecive Standard Low Viscosity Epoxy Adhesive
 - d. BASF Traficguard EP 35 Rapid Setting epoxy-based concrete overlay system
 - e. BASF Conipur II Deck Coating System traffic bearing membraneContractor's proposed products must meet or exceed the performance and warranty provisions of these products.
3. Traffic Coating manufacturer shall be a company that specializes in products specified in this Section, with not less than five (5) years experience in the manufacture and distribution of commercial grade traffic coating products.

4. The Traffic Coating manufacturer must visit the site to review current conditions prior to the commencement of work and inspect all applications upon completion of work prior to DTA acceptance.
5. The Contractor must include a %Dust Control Plan+with its submittal detailing the means and methods to prevent dust from migrating into the buses and throughout the building. The Contractor shall be responsible for cleaning all escaped dust and debris as a result of this work.
6. Contractor shall use the repair and coating materials in an efficient manner to minimize waste and leftover opened containers. Unopened containers shall be left with the DTA.
7. Contractor must furnish and maintain all control signage, barriers, cones and tape to redirect traffic around the work area and to protect the safety of pedestrians passing by the work area.
8. Contractor must furnish and maintain all special protection for installed products, including tarps and other protection items to prevent damage to repaired areas until they have fully cured.
9. Upon completion of the work, the Contractor shall participate in an inspection with the coating manufacturer representative and the DTA Project Manager, to identify areas of concern and remediation. Any issues identified shall be immediately corrected at Contractor's sole expense.
10. All warranties for products shall be a minimum of five (5) years, and shall be %Joint and Several+from the installer and the manufacturer that the coating will be free from defects, water and chemical damage related to the system installation, workmanship deficiency, including surface crazing in the project area, tears resulting from normal usage, debonding from substrate, or defective installation. Any and all damage or deficiencies in the project areas that are found shall be immediately corrected by the Contractor at no charge to the DTA.
11. DTA will be responsible for repainting all stripes and other floor markings in repair areas.

C. TECHNICAL SPECIFICATIONS

1. Respondents should base the cost for the concrete patches to a depth of two-inches (2+) for bid purposes.
2. Respondents should base their quote on the assumption that the minimum work contemplated in the project is 450 square feet of concrete repair (to a depth of 2-inches) and traffic coating, up to 1,260 square feet of reapplying traffic coating (not requiring concrete repair), and up to 40 linear feet of trench drain repairs. There will not be a deduction from the Contract if less than these amounts are needed.

These estimates were based on an evaluation of the current condition of the floor and are believed to be adequate for the purpose of this interim floor repair.

3. The Contractor will repair the concrete slab in areas where cracks and damage are greater than 1/16th of an inch in width or more. Cracks in the floor will be ground out and sealed in accordance with the manufacturer's recommendation prior to applying a patch coating.
4. Contractor shall sawcut outer perimeter of the repair area to a depth of 3/4-inch in straight line cuts. Grind, shot blast or sand blast the repair area prior to installing reinforcing steel and patch materials in accordance with manufacturer's recommendations.
5. Prepare spalled, chipped or delaminated concrete in accordance with industry standards. Remove all existing loose materials and unsound concrete using air hammers or appropriate tools. Concrete shall be removed to a minimum depth of 3/4-inch beyond any exposed reinforcing steel, or to sound concrete, whichever is greater.
6. Patching of spalled and cracked concrete must include commercial-grade cementitious concrete repair material of not less than 5000 psi compressive strength at 28 days. All patch material must be resistant to road salt and deicing materials. Fast-setting patch material may be approved in high-traffic areas.
7. Joints in repair areas must be maintained continuously through the repair, matching existing configuration and alignment.
8. Reinforcing steel must be epoxy-coated Grade 60 steel bars, coated with an anti-corrosive primer specifically used for concrete repair applications. Reinforcing steel shall be installed to manufacturer's recommendations. Lap new reinforcing steel a minimum of 20%.
9. Traffic Coating. Contractor shall apply a fast-setting, waterproof, nonslip heavy duty epoxy or epoxy-urethane membrane system to protect the concrete from solvents such as gasoline, oil, salts, and coolants, that will hold up to daily bus traffic and friction from turning wheels. Areas to be coated are over concrete repairs and in areas where the coating has worn thin, as agreed upon by the DTA Project Manager and the Contractor. Traffic Coating shall be a nonslip, semi-gloss finish.
10. Edges of the traffic coating and sealer shall be masked off to ensure straight edges that are bonded at the termination after removal of the masking.
11. Trench drain repairs. Areas adjacent to the trench drains are showing signs of deterioration. Contractor shall remove the trench drain covers and repair the shoulder of the trench to the same level as the existing floor, using approved materials as provided herein. Repairs shall not limit the reinstallation of the drain covers and shall preserve the drainage system as required. Coatings shall be sufficiently cured to prevent the cover from bonding to the coating and tearing it.
12. The cast trench drain covers are removed about twice a year so the drains can be cleaned. Occasionally the adjacent traffic coating is damaged when the cover sticks to the coating and lifts off. Areas where the trench drain is chipped but not causing water to infiltrate beneath the trench drain can be recoated.
13. Areas where the crack or chip is causing water to leach into the concrete will require a patch and a topcoat.

14. AREAS TO BE REPAIRED:

Approximately 430 square feet of concrete and traffic coat at the main bus entrance door.
Approximately 3 square feet of concrete and traffic coat at the entrance of Lane 9
Approximately 3 square feet of concrete and traffic coat at the entrance of Lane 15
Approximately 4 square feet of concrete and traffic coat at the exit door
Approximately 4 square feet of concrete and traffic coat in the bus service lane

15. AREAS TO BE RECOATED:

Approximately 1,200 square feet of traffic coating in the bus entrance lane
Approximately 60 square feet of traffic coating at the exit of Lane 21

16. TRENCH DRAIN SHOULDER REPAIRS

Approximately 40 linear feet of trench drain shoulder repairs.

D. CLOSEOUT REQUIREMENTS

Prior to final payment, contractor shall submit the following:

1. A copy of all warranty certifications from the manufacturer to the DTA Project Manager, as applicable.
2. Certified payrolls and lien waivers from the prime contractors and all subcontractors and/or suppliers.
3. Copies of all local inspection reports, as applicable.
4. A statement that all punch list items are complete and accepted by the DTA Project Manager.
5. A final invoice including retainage, as applicable.
6. Clean up. Before acceptance of the work, the Contractor shall clean the work site and all grounds occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Cost for cleaning up as herein specified shall be considered as included in the prices paid for the Contract items of work and no additional allowance will be made.

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 41 Prevailing Wage Decision dated 7-9-2021 is attached and incorporated herein. Wage decisions are subject to change due to lock-in rules and revisions near the bid opening.

Minnesota Department of Labor and Industry Prevailing Wages for State-funded Construction Projects, Construction Type, Commercial, County Number 69, St. Louis County, effective 12-28-20 is attached and incorporated herein.

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"General Decision Number: MN20210129 07/09/2021

Superseded General Decision Number: MN20200129

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/05/2021
2	03/05/2021
3	05/21/2021
4	07/09/2021

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ASBE0034-001 06/01/2020	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.25	34.90

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 06/01/2020	Rates	Fringes
CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....	\$ 33.60	19.03
SOFT FLOOR LAYER.....	\$ 34.37	20.32

ELEC0242-002 05/31/2020	Rates	Fringes
ELECTRICIAN.....	\$ 39.77	28.11

ENGI0049-019 05/01/2020	Rates	Fringes
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

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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 05/03/2021 Rates Fringes

GLAZIER.....	\$ 32.31	21.88
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* PAIN0106-009 05/03/2021 Rates Fringes

DRYWALL FINISHER/TAPER.....	\$ 33.04	22.34
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PAIN0386-010 05/01/2014 Rates Fringes

PAINTER (Spray).....	\$ 25.08	13.99
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PLAS0633-008 05/01/2021 Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 35.76	20.88
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PLAS0633-011 05/01/2021 Rates Fringes

PLASTERER.....	\$ 36.24	21.13
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PLUM0011-007 11/09/2020 Rates Fringes

PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC Unit Installation).....	\$ 42.92	22.68
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PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 42.92	22.68
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ROOF0096-019 07/01/2020 Rates Fringes

ROOFER.....	\$ 35.10	18.42
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SHEE0010-034 04/04/2020 Rates Fringes

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SHEET METAL WORKER (Includes
 HVAC Duct and Unit
 Installation).....\$ 35.27 28.78

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

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

 SUMN2015-064 06/22/2018 Rates Fringes
 OPERATOR: Bobcat/Skid
 Steer/Skid Loader.....\$ 32.03 14.80
 TRUCK DRIVER: Dump Truck.....\$ 23.43 12.33

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA

indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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



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

Construction Type: Commercial

County Number: 69

County Name: ST. LOUIS

Effective: 2020-11-16 Revised: 2020-12-28

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *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)	2020-11-16	27.52	20.19	47.71
		2021-05-01	28.72	20.94	49.66
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	27.52	20.19	47.71
		2021-05-01	28.72	20.94	49.66

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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>
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
104	FLAG PERSON	2020-11-16	27.52	20.19	47.71
		2021-05-01	28.72	20.94	49.66
105	WATCH PERSON	2020-11-16	25.17	20.19	45.36
		2021-05-01	26.37	20.94	47.31
106	BLASTER	2020-11-16	27.22	19.29	46.51
107	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	35.83	21.27	57.10
		2021-05-01	37.63	22.02	59.65
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	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.	2020-11-16	27.52	20.19	47.71

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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>
	2021-05-01	28.72	20.94	49.66
111* TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	27.52	20.19	47.71
	2021-05-01	28.72	20.94	49.66
SPECIAL EQUIPMENT (201 - 204)				
201 ARTICULATED HAULER	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
202 BOOM TRUCK	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
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	2020-11-16	24.00	16.96	40.96
204 OFF-ROAD TRUCK	2020-11-16	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.	2020-11-16	26.91	19.87	46.78
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2020-11-16	38.64	20.50	59.14
306 GRADER OR MOTOR PATROL				

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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>
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3	2020- 11-16	39.19	21.55	60.74
	2021- 05-03	40.34	22.55	62.89
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	2020- 11-16	38.89	21.55	60.44
	2021- 05-03	40.04	22.55	62.59
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
327 BITUMINOUS ROLLERS, RUBBER TIED 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)				

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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>
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	2020- 11-16	34.75	20.50	55.25
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
 GROUP 6	2020- 11-16	34.64	21.55	56.19
	2021- 05-03	35.79	22.55	58.34
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				

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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>
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	2020-11-16	44.44	21.70	66.14
	2021-05-03	45.24	22.85	68.09
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	2020-11-16	44.10	21.70	65.80
	2021-05-03	44.90	22.85	67.75
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	2020-11-16	42.69	21.70	64.39
	2021-05-03	43.49	22.85	66.34
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)				

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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>
GROUP 4	2020-11-16	42.35	21.70	64.05
	2021-05-03	43.15	22.85	66.00
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	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
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	2020-11-16	39.42	21.70	61.12
	2021-05-03	40.22	22.85	63.07
535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				

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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>
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	2020-11-16	38.30	21.70	60.00
	2021-05-03	39.10	22.85	61.95
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	2020-11-16	36.29	21.70	57.99
	2021-05-03	37.09	22.85	59.94
548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549 GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1 *	2020-11-16	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	2020-11-16	29.70	16.60	46.30
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				

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GROUP 3	2020-11-16	33.00	19.95	52.95
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4 *	2020-11-16	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	2020-11-16	43.56	20.15	63.71
	2021-06-07	45.56	20.20	65.76
702 BOILERMAKERS	2020-11-16	39.69	28.82	68.51
	2021-01-01	41.39	28.82	70.21
703 BRICKLAYERS	2020-11-16	35.29	28.61	63.90
	2021-05-01	38.29	28.61	66.90
704 CARPENTERS	2020-11-16	31.70	22.03	53.73
	2021-05-03	33.75	22.03	55.78

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705	CARPET LAYERS (LINOLEUM)	2020-11-16	34.37	20.32	54.69
		2021-06-01	37.02	20.32	57.34
706	CEMENT MASONS	2020-11-16	34.56	20.13	54.69
		2021-05-01	36.51	20.13	56.64
707	ELECTRICIANS	2020-11-16	39.77	28.11	67.88
		2021-06-02	41.36	28.83	70.19
708	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709	GLAZIERS	2020-11-16	32.31	21.98	54.29
710*	LATHERS	2020-11-16	31.44	18.43	49.87
712	IRONWORKERS	2020-11-16	33.99	30.70	64.69
		2021-05-01	36.19	30.70	66.89
714	MILLWRIGHT	2020-11-16	39.04	21.72	60.76
		2021-05-01	40.99	21.72	62.71
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-11-16	32.16	21.17	53.33

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716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	38.96	25.03	63.99	
		2021-05-01	41.01	25.03	66.04	
717	PIPEFITTERS . STEAMFITTERS	+ \$200,000	2020-11-16	44.00	22.90	66.90
			2021-07-01	46.05	22.90	68.95
		- \$200,000	2020-11-16	41.30	21.90	63.20
			2021-07-01	43.35	21.90	65.25
718	PLASTERERS	2020-11-16	35.14	20.63	55.77	
		2021-05-01	36.74	20.63	57.37	
719	PLUMBERS	+ \$200,000	2020-11-16	44.00	22.90	66.90
			2021-07-01	46.05	22.90	68.95
		- \$200,000	2020-11-16	41.30	21.90	63.20
			2021-07-01	43.35	21.90	65.25
720*	ROOFER	2020-11-16	35.10	18.39	53.49	
721	SHEET METAL WORKERS	2020-11-16	35.07	27.63	62.70	
		2021-05-03	37.17	27.63	64.80	
722*	SPRINKLER FITTERS	2020-11-16	40.04	22.60	62.64	
723	TERRAZZO WORKERS	2020-11-16	38.91	19.40	58.31	

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724	TILE SETTERS	2020-11-16	28.18	26.35	54.53
		2021-05-03	31.18	26.35	57.53
725	TILE FINISHERS	2020-11-16	20.69	20.74	41.43
		2021-05-03	22.19	20.74	42.93
726	DRYWALL TAPER	2020-11-16	32.91	21.17	54.08
727	WIRING SYSTEM TECHNICIAN	2020-11-16	41.42	18.16	59.58
728	WIRING SYSTEMS INSTALLER	2020-11-16	29.02	15.34	44.36
729	ASBESTOS ABATEMENT WORKER	2020-11-16	32.58	20.15	52.73
730	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82