



Duluth Transit Authority

REQUEST for BIDS

FOR

HVAC Maintenance Services

March 15, 2022

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 Bids HVAC Maintenance Services

The Duluth Transit Authority (“DTA”) hereby requests written bids for the provision of HVAC Maintenance Services at DTA buildings.

Bids must be received no later than **2:00 p.m., Thursday, March 31, 2022**. Specifications may be Emailed or mailed to prospective bidders, or may be picked up at 2402 West Michigan Street, Duluth, MN 55806. Contact (218) 623-4329 or nbrown@duluthtransit.com for more information.

The DTA affirmatively assures that equal will be opportunity offered to all persons without regard to race, creed, color, religion, national origin, gender, marital status, age, disability, or veteran’s status, and encourages the participation of small and disadvantaged business enterprises in the performance of this contract. The DTA reserves the right to accept or reject any and/or all bids in the best interest of the DTA.

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HVAC Maintenance Services**

Procurement # 041-22-002

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General Conditions & Mandatory Clauses:

G-1 REQUEST FOR BIDS

- a) Bids are requested from qualified firms to provide HVAC Maintenance Services relating to the Duluth Transit Authority (DTA) facilities located at 2402 West Michigan Street, 214 West Superior Street and 228 West Michigan Street, Duluth, MN.
- b) Bids shall be on the proposed hourly rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
- c) The DTA shall not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Bid in response to this request, negotiating with the DTA on any matter related to this Bid, and/or other expenses incurred by the Bidder prior to the date of award.
- d) The DTA reserves the right to accept or refuse any or all Bids in the interest of the DTA.
- e) Bid prices shall be good for 90 days after the bid opening.
- f) A prebid meeting will be held at the Duluth Transit Authority Operations Center at 9:00 a.m. on Tuesday, March 22, 2022. Attendance is not mandatory, but strongly encouraged.
- g) This contract is funded in part by a grant from the Federal Transit Administration ("FTA") Assistance Listing #20.507.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Bids shall be addressed to the Procurement Manager via email at nbrown@duluthtransit.com (preferred) or via regular mail to Duluth Transit Authority Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806.

G-3 DEFINITION OF TERMS

Whenever the following terms are used in these bid specifications, the intent and meaning of them shall be interpreted as follows:

1. DTA, customer, buyer, or Operator shall mean the DTA.
2. Project Manager shall mean Mark Ness, Director of Maintenance, for all work performed.
3. Manufacturer, Vendor, Bidder, Respondent, or Contractor shall mean the firm submitting a responsive and responsible Bid and subsequently receiving a Contract award from the DTA as detailed in these specifications.
4. Throughout these specifications, the words "equipment", "materials" and "work" can be interpreted as interchangeable.

G-4 SUBSTITUTIONS AND OR EQUAL

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal". Brand, manufacturer or product names are indicated in the specifications only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such name may be substituted with the approval of the DTA Procurement Manager.
- b) DTA officials are NOT authorized to discuss this RFB with anyone, including Bidders, before the Bid submission deadline without permission, except that prime contractors and/or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written documented request required by paragraph c) below. Where prior approval is called for in the specifications, it means prior to the Bid opening.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email to nbrown@duluthtransit.com (preferred) or regular mail no later than 2:00 p.m. on Thursday, March 24, 2022. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications

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that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email or US Mail unless otherwise approved by the DTA Procurement Manager in writing.

- d) The replies to request under paragraph c) above will be emailed, mailed or faxed out on Friday, April 1, 2022 to all prospective Bidders.
- e) Changes to the specifications will be made **only** by **written** addendum. Addenda will be posted on the DTA website at www.duluthtransit.com. It is the Bidder's responsibility to obtain all documents for this procurement.

G-5 PREPARATION OF BID

Bids must be submitted on the forms attached. All blanks in the Bid form must be completed with ink or typewriter. Bids containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Bid. In the event any price term is expressed by the Bidder in both written and numerical form, the **written** representation shall govern in the event of an inconsistency.

Bids and other documents submitted by the Bidder shall not stipulate any condition not contained in the specifications.

Each Bid and all papers bound and attached thereto, shall be attached in a .pdf attachment to an email marked: "**HVAC Maintenance Services**" and delivered to nbrown@duluthtransit.com (preferred) OR in a securely sealed envelope mailed or delivered to:

Procurement Manager
Duluth Transit Authority
2402 West Michigan Street
Duluth MN 55806

Bids must be received no later than 2:00 p.m. on Thursday, March 31, 2022. Time means local time in Duluth, Minnesota. Bids received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Bids in the best interest of the Authority.

No Bid may be modified after submission except by written modification physically received by the DTA prior to the time set for the opening of Bids. Modifications must be signed by the person submitting the Bid or accompanied by an explanation as to why it is not, and must indicate that it modifies the original Bid. Modifications shall be submitted in a securely sealed envelope marked as indicated on the Bid Form.

G-6 WITHDRAWAL OF BIDS

A Bidder may withdraw its Bid at any time before the time set for the opening of the Bids only in writing in an email addressed to the Procurement Manager marked "WITHDRAWAL OF BID" and received by the DTA Procurement Manager prior to the time set for the opening of Bids, or in a sealed envelope addressed to the Bid opening marked "WITHDRAWAL OF BID", and physically received by the DTA prior to the time for the opening of Bids.

G-7 CONSIDERATION OF BID

The DTA reserves the right, in the determination of the lowest, responsive and responsible Bidder, to consider the ultimate economy of the Bid within the guidelines of these specifications, in the best interests of the DTA and such other factors as may be reasonably determined to affect the ultimate economy of the award as stipulated in the Technical Specifications.

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The DTA may accept all or any part of a Bid, cancel the RFB, issue subsequent RFBs, or waive any errors or informalities in any Bid, in the best interests of the DTA.

G-8 ADDENDA

It is the Bidder's sole responsibility to assure the receipt of all procurement documents, including drawings, specifications, addenda, prevailing wage determinations, etc., pertaining to this Request for Bids. Documents will be posted online at www.duluthtransit.com. In addition, Bidders may inspect and/or obtain copies of the documents at the DTA office, 2402 West Michigan Street, Duluth, MN 55806 during business hours.

G-9 CONTRACT FORM AND CHANGES

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

A sample Contract is included in this RFB. Any proposed change in this Contract shall be submitted to the DTA Procurement Manager for approval prior to the Bid due date. Only written change orders, amendments or addenda signed by the Procurement Manager of the DTA shall be binding upon the DTA.

G-10 Indefinite Delivery, Indefinite Quantity. This is an Indefinite Delivery Indefinite Quantity ("IDIQ") Contract. The quantities of products or services in the Contract or Purchase Agreement are not guaranteed, and are subject to the discretion of the Director of Maintenance as the Project Manager, or authorized designee of the DTA.

Delivery of the Work under this Contract shall be performed in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto. There is no limit to the amount of services provided under this Contract, except by order of the Project Manager or authorized designee of the DTA.

The DTA may issue a Task Order for specific work germane to the Contract to be done at the DTA Project Manager's direction. Task Order Work shall be provided in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto.

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

G-11 BONDING REQUIREMENTS

No bid bond is required.

G-12 PRICE COMPLETE

The price quoted in any Bid or for any Task Order under this Contract shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the operation of such equipment and/or performance of such services shall be considered included in the Bid specifications although not directly specified or called for in these specifications. No advantage shall be taken by the Bidder, manufacturer or supplier 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.

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G-13 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

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

G-14 PROTEST PROCEDURES

Protests will only be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The DTA General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

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

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

PROTESTS BEFORE AWARD

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

The protests addressing the adequacy of Invitation for Bids or Request For Proposals, including, without limitation, the pre-award procedure, the Instructions to Bidders or Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at the DTA Finance Department no later than three (3) days before the scheduled opening date or the bid or proposal. Thereafter, such issues are deemed waived by all interested parties.

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

When a written protest against the making of an award is received, award shall not be made until five (5) days after the matter is resolved, unless the DTA General Manager determines that:

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

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

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

PROTESTS AFTER AWARD

Protests against award must be filed at the DTA Finance Department within five (5) days immediately following the award. The DTA Finance Director shall review the protests. The contractor shall be furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to DTA's interest, the DTA Finance Director shall inform the contractor that DTA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

DECISION ON PROTEST

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

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

G-15 ORGANIZATION CONFLICTS OF INTEREST

- a. An organization conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.
- b. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. If, after award of this contract or task order, the Contractor discovers a conflict of interest with respect to this contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Finance as set forth below.
- c. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.
- d. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.
- e. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of

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Finance under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.

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

G-16 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax on specified services. For those contracts funded by the State of Minnesota and subject to the MN Department of Revenue requirements, an IC-134 form is required prior to final payment.

Unless a Certificate of Exemption is provided, any out of state Bidder receiving a Bid award will have eight percent (8%) retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds (if applicable). This form may be found at the following web address: <http://taxes.state.mn.us.formsandinstructions/sde.pdf>

G-17 PROMPT PAYMENT TO SUBCONTRACTORS

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 (1-1/2%) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for any 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 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 sub-subcontractors of any tier.

G-18 SUBCONTRACTORS

The Offeror shall disclose all subcontractors and their involvement in the project at the time of proposal submittal. The Contractor shall insert the required Federal and State provisions in every subcontract. Contractor shall provide with each pay application submitted to the DTA, a separate, itemized summary of all retainage Contractor has withheld from subcontractors and suppliers on the project.

G-19 REQUIRED INSPECTIONS

The Contractor is responsible for requesting and scheduling any required building code inspections for all work requested under this Contract, including work completed by any subcontractor of any tier, and shall provide the DTA with a copy of all inspection reports.

G-20 MINNESOTA NONDISCRIMINATION REQUIREMENTS

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

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

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

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(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.

G-21 MINNESOTA RESPONSIBLE CONTRACTOR

Respondents to this solicitation document shall submit a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria for a “responsible contractor” found in Minnesota Statutes, Section 16C.285, subdivision 3. The term “responsible contractor” means a contractor as defined in Minnesota Statutes Section 16C.285, subdivision 3.

G-22 SINGLE BID RESPONSE

If only one Bid is received in response to this RFB, a detailed cost/price analysis may be requested of the Bidder. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the DTA Procurement Manager determines a cost analysis is required, Bidder must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

SIGNIFICANT DATES OF PROCUREMENT

Item	Date	Time
Date of Release	March 15, 2022	
PreBid Meeting	March 22, 2022	10:00 am
Request for Clarifications	March 24, 2022	3:00 pm
Responses for Clarifications	March 25, 2022	3:00 pm
Bid Opening	March 31, 2022	2:00 pm
Award	April 8, 2022	

FEDERAL TRANSIT ADMINISTRATION

Contract Clauses

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

Applicability to Contracts

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontract at every tier.

Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

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

A.2 BONDING REQUIREMENTS 2 CFR §200.325 31 CFR Part 223

Does not apply to this contract

A.3 BUS TESTING 49 U.S.C. 5318(E), 49 CFR Part 665

Does not apply to this procurement

A.4 BUY AMERICA REQUIREMENTS 49 U.S.C. 5323 (J), 49 CFR Part 661

Does not apply to this procurement

A.5 CARGO PREFERENCE REQUIREMENTS 46 U.S.C. §55.05 46 C.F.R. Part 381

Does not apply to this procurement

A.6 CHARTER SERVICE 49 U.S.C.5323(d) and (r) 49 C.F.R. Part 604

Does not apply to this procurement

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 49 U.S.C §§7401-7671q 33 U.S.C §§1251-1387 2 C.F.R. Part 200, Appendix II (G)

The Contractor agrees:

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1. It will not use any violating facilities
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387.)

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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.

A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

It is the policy of the Duluth Transit Authority and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Duluth Transit Authority to:

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's 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

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7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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

Contractor Assurance

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

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

DBE Participation

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

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

DBE Participation Goal

There is no DBE participation goal for this Contract.

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

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

A.10 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.

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Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.11 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.

A.12 FLY AMERICA

49 U.S.C. §40118, 41 C.F.R. Part 301-10

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48 C.F.R. Part 47.4

Does not apply to this procurement

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213

2 C.F.R. Part 200, Appendix II (I)

Executive Order 12549, Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

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

A. 14 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.450

2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

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section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Federal Government Obligation to Third Parties.

The Recipient 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.

A.16 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Does not apply to this procurement

A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323 (m), 49 C.F.R. Part 663

Does not apply to this procurement

A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

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.

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)", 29 C.F.R. part 215

Does not apply to this procurement

A.20 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.

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A.21 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.

A.22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f), 49 C.F.R. part 605
Does not apply to this procurement

A.23 SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41
Executive Order (E.O.) 12699
Does not apply to this procurement

A.24 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655
49 C.F.R. part 40
Does not apply to this contract

A.25 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.

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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.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Duluth Transit Authority may terminate this contract for default. The Duluth Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Duluth Transit Authority.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Duluth Transit Authority may terminate this contract for default. The Duluth Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Duluth Transit Authority may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Duluth Transit Authority resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Duluth Transit Authority in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God or Nature, acts of the Duluth Transit Authority, acts of another contractor in the performance of a contract with the Duluth Transit Authority, acts of another contractor in the performance of a contract with the Duluth Transit Authority, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within three (3) days from the beginning of any delay, notifies the Duluth Transit Authority in writing of the causes of delay. If, in the judgment of the Duluth Transit Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the Duluth Transit Authority shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Duluth Transit Authority.

A.26 VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the Duluth Transit Authority

The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;

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3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

4. The right to money damages.

For purposes of this Contract, breach shall include, but not be limited to, failure to proceed with Work, failure to perform, failure to supervise, failure to comply with Duluth Transit Authority written directives in accordance with this Contract.

Rights and Remedies of Contractor

In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Duluth Transit Authority, the Contractor expressly agrees that no default, act or omission of the Duluth Transit Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Duluth Transit Authority directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Duluth Transit Authority will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Duluth Transit Authority takes action contemplated herein, the Duluth Transit Authority will provide the Contractor with sixty (60) days written notice that the Duluth Transit Authority considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

• **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Duluth Transit Authority's Procurement Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Duluth Transit Authority General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

• **Example 2:** The Duluth Transit Authority and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Duluth Transit Authority and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Duluth Transit Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Duluth's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by the Duluth Transit Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Duluth Transit Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Duluth Transit Authority is located.

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The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Duluth Transit Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

A. 27 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

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(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the DTA on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

Procurement # 041-22-002

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

A. 28) Repealed

A. 29) 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.

DULUTH TRANSIT AUTHORITY

CONTRACT EXAMPLE FOR

HVAC Maintenance Services

March 15, 2022

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

Procurement # 041-22-002

Section 3 Contract (example for bidding)

This Contract, made as of _____, 2022, by and between _____, a _____ (corporation, etc.) located at _____, hereafter referred to as "Contractor", and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as "DTA". The DTA and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract and any amendments thereto; Request for Bids (Procurement # 041-22-002) dated March 15, 2022 including the General, Special and Technical Specifications and Drawings; prevailing wage schedules (as applicable); all addenda and modifications thereto issued prior to the execution of the Contract; Contractor's Bid, including required certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform the work required by the Contract Documents for: Request for Bid: HVAC Maintenance Services, in accordance with the generally accepted standards of the profession for services of this type.

ARTICLE 3 TIME OF COMMENCEMENT, OPTION TO RENEW

The term of this Contract shall commence on April 10, 2022 and shall continue through December 31, 2025, unless terminated earlier as set forth herein.

The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2026 through December 31, 2026 upon written notice from the DTA Procurement Manager no later than December 1, 2025. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's bid.

The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2027 through December 31, 2027 upon written notice from the DTA Procurement Manager no later than December 1, 2026. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's bid.

ARTICLE 4 CONTRACT SUM

The DTA shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents in the amount accepted. The Contract annual and hourly rates are contained in the Contractor's Bid. The DTA will also reimburse for all approved parts.

ARTICLE 5 PAYMENTS TO CONTRACTOR

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

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

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HVAC Maintenance Services**

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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 instruction of these contract requirements and specifications are not equal to samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.

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 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 8 ASSIGNABILITY

Contractor shall not in any way assign or transfer any of its rights or interests under this Contract in any way whatsoever without the prior written consent of the DTA General Manager.

ARTICLE 9 INDEMNIFICATION

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth and First Group Management, 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 Group Management, Inc. for claims of liability arising out of the sole negligent or intentional acts or omissions of DTA, ATE Management of Duluth and First Group Management, 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 Group Management, Inc. in all cases where claims of liability against the DTA, ATE Management of Duluth and First Group Management, Inc. arise out of acts or omissions of DTA, ATE Management of Duluth and First Group Management, 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 and DTA, ATE Management of Duluth and First Group Management, Inc. from all liability described in the paragraph above.
 - (1) Workers' compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the DTA; and shall provide for the following: Liability for

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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 Worker's 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, Inc., and First Group Management 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 Procurement Manager 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 Procurement Manager 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.

ARTICLE 10

RECORDS AND INSPECTIONS

- a. Establishment and Maintenance of Records
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

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- 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 Agreement. 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. **MN 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 Agreement shall become the property of DTA when prepared and shall be delivered to the DTA General Manager upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

ARTICLE 11 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 Contractor 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 12 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 13 COMMUNICATIONS

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

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Designation for DTA

Designation for Bidder

Mark Ness, Director of Maintenance

ARTICLE 14 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 the DTA General Manager and Contractor.

ARTICLE 15 GOVERNING LAW

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

ARTICLE 16 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 17 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 18 NO THIRD-PARTY RIGHTS

This Agreement is to be construed and understood solely as an Agreement between the DTA 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 Agreement 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 Agreement 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 PROVISIONS HELD INVALID

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

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 City of Duluth
HVAC Maintenance Services**

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

Duluth Transit Authority

Contractor:

General Manager

Its _____

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

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BID SHEETS

HVAC MAINTENANCE SERVICES

March 15, 2022

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

Procurement # 041-22-002

Section 4**FORMAL BID SHEET**

DTA HVAC Maintenance Services

1. DIRECT LABOR SEMI ANNUAL METASYS MAINTENANCE

4/2022	2026	2027
to 12/31/2025	% increase	% increase

Standard Hourly Rate

6:30 am-5:00 pm Monday through Friday _____ % _____ %

2. DIRECT LABOR, HVAC MECHANICAL MAINTENANCE

Standard Hourly Rate

_____ % _____ %

After Hour Rate

After 5:00 pm weekdays _____ % _____ %

Saturday Hourly Rate

_____ % _____ %

Sunday and Holiday Hourly Rate

_____ % _____ %

Parts Mark-up Rate

_____ % _____ %

Firm Name: _____

Mailing Address:

CITY STATE ZIP CODE

Addendum Acknowledgment Number	Date Received
-----------------------------------	---------------

By: _____
(PRINT NAME) TITLE

PHONE NO. _____

Signature _____

Date: _____

**Duluth Transit Authority City of Duluth
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4.1 Proof of Responsibility Statement

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

Statement of Bidder Qualifications and Responsibility

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

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

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

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

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

Warranty:

The Contractor,

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

Signed:

Title

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

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**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 _____

**Duluth Transit Authority City of Duluth
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4.3**Subcontractors and Suppliers Listing**

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

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name: _____

Section 5

REQUIRED CERTIFICATES

Certificate A. 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 any federally assisted Award.

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

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

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

Print Name and Title

Signature

**Duluth Transit Authority City of Duluth
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Certificate B COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

FIRM NAME _____

**Duluth Transit Authority City of Duluth
HVAC Maintenance Services**

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Certificate C. **Anti-Lobbying Disclosure**

**APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Duluth Transit Authority City of Duluth
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Certificate D. Code of Ethics and Organizational Conflict of Interest

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

SIGNED _____

FIRM NAME _____

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Certificate E

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's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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Certificate F RESPONSIBLE CONTRACTOR MINNESOTA STATUTE, SECTION 16C.285

Applicable to prime contracts and subcontracts over \$50,000.

Respondents to this solicitation document shall submit a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285. The term "responsible contractor" means as contractor as defined in Minnesota Statutes section 16C.285, subdivision 3.

Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285 subdivision 3, or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

The bidder hereby states that is in compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

A prime contractor shall submit to the Owner upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, section 16C.285, subdivision 3, clause 7.

The contractor hereby agrees and shall cause this provision to be inserted in every subcontract as required pursuant to Minnesota Statutes, section 16C.285.

SIGNED _____

TITLE _____

FIRM NAME _____

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Certificate G 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 _____

TECHNICAL SPECIFICATIONS

FOR

HVAC Maintenance Services

March 15, 2022

Section TECHNICAL SPECIFICATIONS HVAC Maintenance Services

A. GENERAL SPECIFICATIONS

Background and Details

1. The Duluth Transit Authority (DTA) is seeking Bids from qualified vendors to perform on-call HVAC maintenance in three DTA properties:
 - a. the DTA Operations Center ("Ops Center") located at 2402 West Michigan Street, Duluth, MN 55806;
 - b. the Duluth Transportation Center (DTC") located at 228 West Michigan Street, Duluth, MN 55802;
 - c. Transit Center East ("TCE") located at 214 West Superior Street, Duluth, MN 55802,
2. The DTA uses the Metasys Building Automated Systems monitor from Johnson Controls to manage building HVAC operations. Respondents may provide a cost for servicing just the Metasys System periodically, **or** providing mechanical repairs on an on-call basis, **or both**.
3. For the Metasys System, DTA is seeking services two times per year for technical programming review of the system. Periodic review of the System is intended to help control energy costs, identify potential maintenance and repairs needed on the system and prevent system breakdowns during extreme weather events.
4. For on-call mechanical repairs, the DTA is seeking a qualified vendor to replace or repair HVAC system components, including thermostats, controls, steam valves, ductwork, condensers, etc., and other parts that make up the building HVAC system
5. A virtual prebid meeting will be held at 10:00 a.m. on Tuesday, March 22, 2022. Attendance is not mandatory but strongly encouraged. Please contact nbrown@duluthtransit.com for an invitation to the meeting.
6. The DTA shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Bidder in preparing its Bid in response to this RFB, negotiating with the DTA on any matter related to the Bid, or any other expenses incurred by the Bidder prior to the date of award of the Contract from this procurement (if any).
7. By submitting a Bid, the Bidder represents that it has thoroughly examined and become familiar with the work described herein and understands the nature and location of the work and all other matters that can affect the work.
8. This is a fixed unit rate, indefinite delivery, indefinite quantity ("IDIQ") Contract based upon the needs of the DTA. Contractor must be able to respond with a call back within one hour for emergency service work requests, and non-emergency/new work within one (1) day, unless otherwise agreed in writing by the DTA Project Manager.
9. All work that consists of fixing any item or equipment that fails but does not constitute an immediate danger shall be performed at the Direct Labor hourly rate during normal business hours unless prior approval is obtained from the DTA Project Manager.

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10. Evaluation of the Bids will be based on the fully burdened cost for labor during business hours, rates for after-hours services, the mark up rate on parts, the costs in the option periods, and the responsiveness and responsibility of the Bidder.

11. Bidder shall be a State of Minnesota licensed Contractor bonded and insured as required under Minnesota Statutes. Contractor shall submit verification of license, bonding and insurance to the DTA Procurement Manager upon request throughout the term and extensions of this Contract.

12. The Contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the Contractor in making decisions and executing the work in a first class, workmanlike manner.

13. Contractor shall at all times keep the work site clean and free from waste materials, trash or rubbish, including the storage areas. All hazardous materials that are replaced shall be properly disposed of offsite by the Contractor in accordance with all environmental requirements. Contractor may not use DTA disposal containers to dispose of hazardous materials.

14. Contractor and any subcontractors performing work on this Contract shall comply with all applicable Occupational Health Administration (OSHA), State, and local Safety and Occupational Health standards, and any other rules and regulations applicable to this Contract. Contractor and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this Contract, including wearing approved safety equipment where required. 15. Contractor shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc., to adequately protect the public and Contractor's personnel during the performance of the work under this Contract.

15. Contractor may not store tools and materials on DTA property without the DTA Project Manager's prior written consent.

16. Work shall be performed during regular working hours unless otherwise approved by the DTA Project Manager.

B. Semi Annual Metasys System Review

1. At least two times per year, the Contractor will provide preventative maintenance on the building automated Metasys system hardware and software, including installation of periodic updates to the software, patches, bug fixes, etc., as well as to make changes to the program to maximize the system based on DTA needs and experience.

2. Worn or defective hardware components of the Metasys system, including temperature sensors, digital controllers, pressure sensors, humidity sensors, relays, etc., shall be replaced with new components. No reconditioned components will be accepted unless approved in advance by the DTA Project Manager. All exchanged parts and cores shall be the property of the DTA. If the Contractor charges a core charge, the price proposal must include costs for

the equipment and detail the core charge. It shall be at the DTA's sole discretion whether to return a core.

3. The Contractor must be a certified Metasys technician and must provide proof upon request of the DTA Procurement Manager.

C. On-Call Services, Mechanical

1. Unless superseded by more stringent requirements of these specifications, work shall conform to all federal, state and local Code requirements.

2. Examples of work that may be requested include:

- a. repairing/replacing thermostats,
- b. repairing/replacing electric motors that fail on HVAC equipment, etc.
- c. checking valves, replacing pumps, hand valves, seals, gaskets, packing
- d. assist with troubleshooting various equipment for repairs, including verifying gauges for accuracy
- e. replacing piping as needed
- f. replace bearings as needed
- g. chiller tube cleaning
- h. condenser or cooling tower cleaning
- i. boiler tube cleaning
- j. replenishing refrigerant upon request
- k. supply and replace worn parts as needed

3. For each request for work, the DTA will issue a task order and request a quote for estimated cost. The DTA will not pay for travel time to and from the project site. Contractor shall respond within 24-hours, unless it is an emergency or approved by the DTA Project Manager.

4. Emergency Services. Contractor must be able to provide a call back for emergency service work within one hour of request. Emergency calls are those service calls when the work consists of correcting failures that constitute an immediate danger to personnel or property. Emergency work may also include work to correct equipment failures or problems to avoid violations or building closure. This service may be conducted during any time of the day or night.

5. Upon request for emergency services, the Contractor shall submit price quotes within six (6) hours after notification. There will be no charge to the DTA for written quotes whether or not the work is performed. 6. Quotes for all services shall be in writing, and shall accurately reflect the number of hours and cost per hour for labor, parts and other costs required for the task order. The quote will become a "not to exceed" type with the option of the DTA to reduce the final amount due to actual hours worked. The DTA will not pay for additional work performed without DTA Project Manager approval.

6. For payment purposes, the DTA Project Manager shall monitor and approve the hours worked by the Contractor. Each Contractor invoice shall indicate the total hours of labor by each category. All materials, supplies, and parts purchased by the Contractor to complete the task order shall be itemized and the original supplier's invoice for each part must be attached

to the Contractor's invoice. The Contractor may only submit the percentage mark up or discount on materials/supplies/parts that was approved at Contract award.

7. Payment for invoices may be withheld if the invoice is not sufficiently itemized, if supporting documentation is not attached, if payroll reports have not been submitted, or for other deficiencies that in the sole discretion of the DTA General Manager, constitutes cause for withholding payment.

8. Contractor and subcontractors must provide the DTA with 24-hour contact number(s) for Contractor's key person, and an acceptable means of emergency on-call communication with the DTA's Project Manager.

9. The Contractor shall be responsible for notifying the DTA in writing of the existence or development of any defects in or repairs required to any equipment that the Contractor does not believe is his or her responsibility under the terms of the Contract. Upon request, the Contractor shall furnish the DTA Project Manager with a written estimate of the cost to correct any such defects or make the required repairs. The DTA General Manager reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs, and specifically reserves the right to competitively bid said work to other parties, in its sole discretion.

10. The Contractor shall be responsible for giving immediate notice to the DTA Project Manager of any condition discovered in HVAC equipment that may present a hazard to either the equipment or staff.

11. To prevent disruptions to the DTA operations, the Contractor shall coordinate with the DTA Project Manager all planned equipment shutdowns and all work that is needed to be performed prior to the shutdown. The Contractor shall endeavor to minimize disruptions to the greatest extent possible.

12. The Contractor shall notify the DTA Project Manager when Contractor has employees on DTA property to perform work under this Contract and shall notify the Project Manager of work completion within 24-hours of completion.

C. Replacement Parts

1. All replacement parts and materials shall be new, commercial grade equipment, free of defects and suitable for the purpose intended. Parts and materials may be subject to the review and approval of the DTA Project Manager. Materials being replaced shall be the same make and model or approved equal to the Original Equipment Manufacturer (OEM). Equals must be submitted to the DTA Project Manager for approval prior to installation of the equipment.

2. If parts are not readily available, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practical time. All repairs will be considered temporary and incomplete until standard parts are installed. Replacement parts shall meet the OEM equipment manufacturer's specifications in all respects.

3. The Contractor shall guarantee all replacement parts for a period of ninety (90) days or the part manufacturer's warranty, whichever is greater. All guarantees and warranties obtainable by the

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Contractor from manufacturers and vendors of equipment in the performance of this contract, shall be extended to the DTA to the full extent of their terms.

4. Not included in the contract scope are:
 - a. Rebuilding or replacement of major HVAC components such as boilers, condenser.
 - b. New construction or modification of existing equipment.
 - c. Repair of damage caused by fire, flood or other disaster.
4. Not included in the contract scope are:
 - a. Rebuilding or replacement of complete HVAC systems and components.
 - b. New construction or modification of existing equipment.
 - c. Repair of damage caused by fire, flood or other disaster.

D. Workmanship

1. The Contractor shall use the highest standard of workmanship for the work performed under this Contract. In the event of substandard workmanship or defective materials furnished by the Contractor as may be determined by the DTA Project Manager or designee, or in the event of poor working performance as may be determined by the DTA Project Manager or designee, the DTA will notify the Contractor and may require such failures or defects to be remedied at no cost to the DTA.
2. Substandard workmanship may include, but is not limited to, incomplete work, inadequately installed or supported, poorly fitted or sealed, damaged, improperly finished, or installed in a manner that the operation or maintainability of the installation is impaired beyond the limits specified under state and federal regulations or as indicated in this Contract.
3. Claims of defective materials, inadequate workmanship or poor working performance will be first made to the Contractor's job site foreman. If the claim cannot be resolved at the field level, a written claim will be made to the Contractor. Contractor shall resolve all claims against workmanship by either correcting the issue or issuing a credit to the DTA for the claim. The DTA reserves the right to withhold payments that may otherwise be due, in whole or in part, on account of defective materials and/or unresolved workmanship issues.
4. The performance of services by the Contractor shall not relive the Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the DTA, when such inaccuracies are due to the acts or omissions, negligent or otherwise, of the Contractor.

E. Contractor's Qualifications

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

All work shall be performed by personnel directly employed and supervised by the Contractor. No subcontractors will be permitted unless specifically approved by the DTA Project Manager.

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

F. Davis Bacon Compliance

The Contractor shall comply with all applicable federal, state and local prevailing wage requirements, as applicable, and shall comply with Section 7, "Wage Requirements", herein. For each task ordered that is estimated at or above the then applicable threshold of the U.S. Department of Labor Fair Labor Standards Act, or successor legislation governing prevailing wages, the DTA will provide a copy of the applicable wage schedule. The current threshold is \$2,000. Contractor shall ensure that the then current prevailing wages are paid on each task order, and shall submit the required wage reports as defined in Section 7. A copy of the current federal and state wage reports are attached for reference.

G. Bid Submittals

1. Bid Sheet with pricing for annual service, labor rates and parts mark up.
2. Bid sheets
3. Required Certificates A-G
4. A statement of qualifications of the firm and staff performing the work.

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 2-25-2022 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 12-21-21 is attached and incorporated herein.

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"General Decision Number: MN20220129 02/25/2022

Superseded General Decision Number: MN20210129

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ASBE0034-001 06/01/2021	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....\$ 40.25 35.90		

BOIL0647-008 04/01/2021	Rates	Fringes
BOILERMAKER.....\$ 40.94 28.44		

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 06/01/2021	Rates	Fringes
CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....\$ 32.20 23.47		
SOFT FLOOR LAYER.....\$ 36.12 21.46		

ELEC0242-002 05/31/2021	Rates	Fringes
ELECTRICIAN.....\$ 41.37 28.81		

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		

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Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70
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IRON0512-025 05/03/2021	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 35.09	31.80
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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
<hr/>		
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
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

SHEE0010-034 04/03/2021	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 36.87	29.01

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

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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

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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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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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"

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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: 2021-12-27

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

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

County: ST. LOUIS (69)

	<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2021-12-27	25.75	18.70	44.45
104	FLAG PERSON	2021-12-27	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>
105	WATCH PERSON	2021-12-27	26.37	20.94	47.31
106	BLASTER	2021-12-27	27.22	19.29	46.51
107	PIPELAYER (WATER, SEWER AND GAS)	2021-12-27	37.63	22.02	59.65
		2022-05-01	39.03	22.67	61.70
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)	2021-12-27	35.63	22.02	57.65
		2022-05-01	37.03	22.67	59.70
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.	2021-12-27	28.72	20.94	49.66
		2022-05-01	29.92	21.69	51.61
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2021-12-27	28.72	20.94	49.66
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2021-12-27	41.73	22.85	64.58
202	BOOM TRUCK	2021-12-27	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	2021-12-27	24.00	16.96	40.96

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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>
204	OFF-ROAD TRUCK	2021-12-27	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.	2021-12-27	26.91	19.87	46.78

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2021-12-27	39.74	21.55	61.29
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

GROUP 3		2021-12-27	40.34	22.55	62.89
		2022-05-02	41.59	23.45	65.04
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		2021-12-27	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				

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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>
340 DUAL TRACTOR				
341 ELEVATING GRADER				
345 GPS REMOTE OPERATING OF EQUIPMENT				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANING, 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	2021-12-27	35.85	21.55	57.40
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
GROUP 6	2021-12-27	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				
395 POWER SWEEPER				

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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	2021-12-27	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	2021-12-27	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	2021-12-27	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)				
GROUP 4	2021-12-27	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	2021-12-27	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)				

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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		2021-12-27	40.22	22.85	63.07
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2021-12-27	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		2021-12-27	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)				

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TRUCK DRIVERS				
GROUP 1 *	2021-12-27	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	2021-12-27	29.70	16.60	46.30
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2021-12-27	33.00	19.95	52.95
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4 *	2021-12-27	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	2021-12-27	45.06	20.70	65.76
	2022-06-05	47.31	20.70	68.01
702 BOILERMAKERS	2021-12-27	40.94	29.28	70.22
	2022-01-01	42.64	29.28	71.92
703 BRICKLAYERS	2021-12-27	36.35	30.54	66.89
704 CARPENTERS	2021-12-27	32.20	23.58	55.78
	2022-05-02	34.25	23.58	57.83
705 CARPET LAYERS (LINOLEUM)	2021-12-27	36.12	21.57	57.69

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706	CEMENT MASONS	2021-12-27	35.76	20.88	56.64
		2022-05-01	37.71	20.88	58.59
707	ELECTRICIANS	2021-12-27	41.37	28.84	70.21
708	ELEVATOR CONSTRUCTORS	2021-12-27	53.28	41.79	95.07
		2022-01-01	55.10	43.00	98.10
709	GLAZIERS	2021-12-27	33.16	23.18	56.34
		2022-05-02	35.16	23.18	58.34
710*	LATHERS	2021-12-27	31.44	18.43	49.87
712	IRONWORKERS	2021-12-27	35.09	31.80	66.89
714	MILLWRIGHT	2021-12-27	36.10	23.10	59.20
		2022-01-01	36.10	24.21	60.31
		2022-05-02	38.25	24.21	62.46
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2021-12-27	33.64	22.34	55.98
		2022-05-01	35.69	22.34	58.03
716	PILEDRIER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2021-12-27	40.00	26.04	66.04
		2022-05-02	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2021-12-27	41.40	23.95	65.35
		2022-05-01	43.55	23.95	67.50
718	PLASTERERS	2021-12-27	36.24	21.13	57.37
719	PLUMBERS	2021-12-27	41.40	23.95	65.35
		2022-05-02	43.55	23.95	67.50
720	ROOFER	2021-12-27	33.22	15.59	48.81
		2022-05-01	35.17	15.59	50.76
721	SHEET METAL WORKERS	2021-12-27	35.07	27.92	62.99

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722* SPRINKLER FITTERS	2021-12-27	39.18	23.22	62.40
723 TERRAZZO WORKERS	2021-12-27	41.96	22.50	64.46
724 TILE SETTERS	2021-12-27	31.28	26.24	57.52
725 TILE FINISHERS	2021-12-27	21.72	21.21	42.93
726 DRYWALL TAPER	2021-12-27	33.64	22.44	56.08
	2022-05-01	35.69	22.44	58.13
727 WIRING SYSTEM TECHNICIAN	2021-12-27	42.46	19.41	61.87
	2022-07-01	43.52	19.41	62.93
728 WIRING SYSTEMS INSTALLER	2021-12-27	29.75	16.08	45.83
	2022-07-01	30.49	16.08	46.57
729 ASBESTOS ABATEMENT WORKER	2021-12-27	33.98	20.75	54.73
	2022-01-01	35.13	21.55	56.68
730 SIGN ERECTOR	2021-12-27	30.67	17.65	48.32
	2022-06-01	32.17	17.65	49.82