



Duluth Transit Authority

REQUEST FOR BIDS

FOR

Fire Sprinkler System Inspection

June 08, 2023

Duluth Transit Authority

2402 W. Michigan St. Duluth, MN 55806

P: (218) 623-4329; F: (218) 722-4428

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Duluth Transit Authority
REQUEST FOR BIDS
Fire Sprinkler System Inspection

The Duluth Transit Authority is seeking Bids from qualified firms to perform annual inspections for a period of three years of the installed fire sprinkler system at all three DTA locations.

Prospective Contractors may tour the buildings to gather information on the system prior to

submitting a Bid by making an appointment in advance. Contact 218-623-4329 or jarnold@duluthtransit.com for more information.

Bids will be received until 1:00 p.m. on Thursday, June 22, 2023.

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

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Section 1: General Conditions & Mandatory Clauses

G-1 REQUEST FOR BIDS

Bids are requested from qualified firms to perform annual inspections for a period of three years of the installed fire sprinkler system at the following locations:

***Duluth Transit Authority Operations Center; 2402 West Michigan St.
Duluth Transportation Center; 228 West Michigan St.
Duluth Transit Center East; 214 West Superior St.***

Inspections shall be conducted in accordance with NFPA 25 and State of Minnesota fire codes.

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.

The DTA reserves the right to accept or refuse any or all Bids in the best interest of the DTA. 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.

Bid prices shall be good for ninety (90) days after the bid opening.

A Prebid meeting will be held at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806 at 10:00 am. on Thursday June 15, 2023. Attendance is not mandatory, but strongly encouraged. Attendees will be required to wear high visible vests while on DTA property. Persons wishing to participate but not able to attend in-person may contact the Procurement Manager at jarnold@duluthtransit.com or call 218-623-4329 for call-in instructions.

This contract is funded in part by a grant from the Federal Transit Administration ("FTA") Assistance Listing # 20.507 and The Minnesota Department of Transportation.

Throughout these specifications the words "equipment", "materials" and "work" can be interpreted as interchangeable.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Bids shall be with the Procurement Manager and addressed to DTA Procurement Manager via email, jarnold@duluthtransit.com, or regular mail, Duluth Transit Authority, attention 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 the Director of Maintenance for all work performed.
3. Manufacturer, Vendor, Bidder, or Contractor shall mean that firm submitting a responsive Bid and subsequently receiving the Contract award from the DTA as the Contractor detailed in these specifications.

G-4 SUBSTITUTIONS AND OR EQUAL

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 a name may be substituted with the approval of the DTA Procurement Manager.

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.

Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email or regular mail no later than 2 p.m. on Thursday, June 15, 2023. 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 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.

The replies to request under paragraph c) above will be provided in an addendum posted at the DTA website at www.duluthtransit.com on Friday, June 16, 2023.

Changes to the specifications will be made **only** by **written** addendum. Addendum will be posted on the DTA website at www.duluthtransit.com. It is the Bidder's responsibility to obtain all documents available for this RFB.

G-5 SELECTION CRITERIA

The DTA will choose based on the lowest responsive and responsible Bidder.

G-6 PREPARATION OF BID

Bids must be submitted on the forms attached. All blanks in the Bid form must be completed with ink or a typewriter. Bids containing alterations or erasures may be

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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 shall not stipulate any condition not contained in the specifications and other documents submitted for Bid.

Each Bid and all papers bound and attached thereto shall be emailed in a portable document format (".pdf") attachment (including a copy of the Proposal Security) and emailed to nbrown@duluthtransit.com, OR placed and securely sealed in an envelope marked: "**Fire Sprinkler System Inspection**" and emailed to jarnold@duluthtransit.com or mailed or delivered to:

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

Bids must be received no later than 1:00 p.m. on Thursday, June 22, 2023. 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-7 WITHDRAWAL OF BIDS

A Bidder may withdraw its Bid at any time before the time set for the opening of the Bids only by a written notice 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-8 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, to reject any and/or all Bids for no reason or any reason, including, but not limited to the determination that the Bid is incomplete, non-responsive, obscure or lacking necessary details and specificity; that the Bidder lacks the qualifications, experience and/or responsibility necessary to provide the goods or services; or that the Bidder failed or neglected to complete and submit any information within the time specified.

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 interest of the DTA.

G-9 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 offices, 2402 West Michigan Street, Duluth, MN 55806 during business hours.

G-10 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.

An example Contract is included herein. Any proposed change in this Contract shall be submitted to the DTA Procurement Manager for review 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-11 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 number 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 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-12 BONDING REQUIREMENTS

No bid bond is required.

G-13 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

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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.

G-14 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 responsibility to ensure complete compliance with these requirements.

G-15 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.
- 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.

1. PROTEST 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 therefore 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

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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:

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.

If the 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.

2. PROTESTS AFTER AWARD

Protests against the 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, therefore. 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.

3. DECISION ON PROTEST

The DTA General Manager shall render his/her decision in writing within fourteen (14) days of 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-16 ORGANIZATION CONFLICTS OF INTEREST

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.

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

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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.

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.

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.

If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.

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-17 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. Contractor should include sales tax for materials purchased by the Contractor in the performance of a Task Order, unless directed otherwise by the DTA Project Manager. Please note Minnesota Department of Revenue Notice #17-10, "Sales and Use Tax" for further information.

Contractor shall submit a completed Minnesota form IC-134 with the request for final payment.

G-18 OUT OF STATE VENDORS

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 contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds (as applicable). This form may be found at the following web address: <http://taxes.state.mn.us.formsandinstructions/sde.pdf>.

G-19 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-20 SUBCONTRACTORS

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

G-21 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-22 MINNESOTA NONDISCRIMINATION REQUIREMENTS

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

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

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

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color.

(3) that a violation of this section is a misdemeanor; and

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(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-23 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-24 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

Issuance of RFB documents	June 08, 2023	
Pre-Bid Meeting	June 15, 2023	@ 10:00am
Request for Changes/Clarifications	June 15, 2023	@ 1:00pm
Responses to Changes/Clarification	June 16, 2023	
Deadline for Bid Submission	June 22, 2023	@ 1:00pm



Section 2: Federal Transit Administration Contract Clauses

A.1 ACCESS TO RECORDS

49 U.S.C. § 5325(g)

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

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

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agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment”, September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants re employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act 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

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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.

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.

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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.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

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

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001, 49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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.

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

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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.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 affected 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 a case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions to cure the defect.

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

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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 their 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, 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 the 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.



Section 3: Contract Example for Fire Sprinkler System Inspection

This Contract, made as of _____, 2023, 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; Request for Bids (Procurement # 052-2023-01) dated June 08, 2023, General, Special and Technical Specifications, all addenda issued prior-to and all modifications issued after execution of the Contract; and the executed Proposal form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 - THE WORK

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

ARTICLE 3 - TERM

The term of this Contract shall commence on June 26, 2023, and shall continue through December 31, 2026, unless terminated earlier as set forth herein.

1. 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.
2. The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2028, through December 31, 2028, upon written notice from the DTA Procurement Manager no later than December 1, 2027. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of

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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.

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.

ARTICLE 6 - INVOICES

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

Duluth Transit Authority

Director of Finance

2402 West Michigan Street

Duluth, MN 55806

ARTICLE 7 - DELAYS

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

ARTICLE 8 - CONTRACTOR CHANGES

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

ARTICLE 9 - INDEMNIFICATION

The Contractor shall defend, indemnify and save the DTA and ATE Management of Duluth, 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 and ATE

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Management of Duluth, Inc., for claims of liability arising out of the sole negligent or intentional acts or omissions of DTA and ATE Management of Duluth, Inc., but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the DTA and ATE Management of Duluth, Inc. in all cases where claims of liability against the DTA and ATE Management of Duluth, Inc. arise out of acts or omissions of DTA and ATE Management of Duluth, 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 and ATE Management of Duluth, Inc. from all liability described in the paragraph above.

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

2) Commercial General Liability and Automobile Liability Insurance, with limits not less than **\$2,000,000** Single Limit or \$1 million Single Limit and \$1 million umbrella with a form following provision.

3) DTA and ATE Management of Duluth, Inc. shall be included by way of a blanket endorsement as an **Additional Insured** under the Commercial General Liability, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA and ATE Management of Duluth, Inc. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation insurance. 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 and ATE Management of Duluth, Inc. as an additional insured.*

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

c. Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the

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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 and ATE Management of Duluth, Inc.

e. The Contractor's policy(ies) will be primary to any other valid and collectible insurance available to the DTA with respect to any claim arising out of the performance under this Contract.

f. The Contractor is responsible for payment of Contract-related insurance premiums and deductibles.

g. If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to the DTA, for the DTA's approval in a form and amount acceptable to the City Attorney. 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 and ATE Management of Duluth, Inc.

ARTICLE 11 - RECORDS AND INSPECTIONS

Establishment and Maintenance of Records

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

b. Documentation of Costs

Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

c. Reports and Information

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

d. Audits and Inspections

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

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e. Confidentiality of Information

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

f. Ownership of Data

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

ARTICLE 12 - INDEPENDENT CONTRACTOR

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

ARTICLE 13 - COMMUNICATIONS

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

Designation for DTA

Designation for Bidder

Mark Ness, Director of Maintenance

ARTICLE 14 - EXTENT OF AGREEMENT

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

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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 a court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

ARTICLE 16 - RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 17 - NO THIRD-PARTY RIGHTS

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

ARTICLE 18 - CANCELLATION

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

ARTICLE 19 - 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 20 - COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed 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 an original signature.

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

On behalf of the Duluth Transit Authority:

General Manager

On behalf of

Title: _____



Section 4: Scope of Work

The DTA is seeking a qualified vendor to perform annual fire sprinkler system inspections in accordance with NFPA #25 and State of Minnesota Fire Code for sprinkler systems at three DTA properties and provide a Report of Inspection to the DTA Director of Maintenance.

1. Definitions

Inspection - A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage or deterioration.

Testing - A procedure used to determine the status of a system as intended by conducting periodic physical checks such as waterflow tests, fire pump tests, alarm tests, and trip tests of dry pipe valves.

2. Fire Suppression Systems & Locations

The Contractor is solely responsible for determining the requirements of each system and the necessary testing and reporting to remain compliant with MN state and local requirements.

Duluth Operations Center (DTA); 2402 West Michigan Street, Duluth, MN 55806.

There are four systems in the Operations Center, **three dry systems** serving the bus storage area, and **one wet system** serving the administration offices and maintenance area. All systems are original to the building when it was constructed and have been steadily maintained. No major problems have been found in past inspections.

Duluth Transportation Center (DTC); 228 West Michigan Street, Duluth, MN 55802.

The Duluth Transportation Center has **one wet system** for the passenger terminal area, and **three dry system** legs serving the parking ramp. The contractor must drain all water from the system upon conclusion of the test and return no later than 14 days after the test to verify that the water has been fully drained from the system. The cost of the return visit must be included in the proposed price for the sprinkler inspection services.

Transit Center East (TCE); 214 West Superior Street, Duluth, MN 55802. Transit

Center East has **one dry system** that was installed at the time the DTA remodeled the building in 1987. To date, the building has not had any major issues with the system.

3. Indefinite Delivery, Indefinite Quantity

a) 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.

Examples of work that may be requested include, but are not limited to:

- Check gauge on the supply side of the dry pipe valve for an indication of a normal supply water pressure.

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- Check gauge on the quick-opening device to see if the same pressure is shown as on the dry pipe valve.
- Inspection of the water flow alarm and supervisory alarm devices for physical damage
- Test the water flow alarm by opening the test connection on a wet pipe system and the bypass connection on a dry pipe system.
- Ensure your fire department connections are visible and undamaged.
- Ensure the gaskets and valves of the fire department connections are not leaking or damaged.
- Inspect the pressure reducing valves and relief valves.
- Inspection of all sprinkler heads, including the piping and fittings
- Inspection of the interior dry pipe valves
- Conduct a main drain water flow test to determine if there has been a change in the conditions of the water supplied through the backflow preventer or pressure reducing valve.
- Upon request, replacing damaged or inoperable sprinkler heads.
- Upon request, Replacing faulty valves.
- Upon request, General sprinkler system repairs.

b) For each request for work, the DTA will issue a Task Order for specific work germane to the Contract and request a quote for estimated cost. Contractor shall respond within 24-hours, unless it is an emergency or approved by the DTA Project Manager. Task Order work shall be provided in accordance with the applicable terms and conditions of this Contract. The DTA shall not be required to issue a Task Order for routine Work that is the subject of this Contract. There will be no charge for written quotes, whether or not the work is performed.

c) 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.

d) 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 DTA will not pay for travel time to and from the project site. 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.

e) All work that consists of fixing any item or equipment that fails but does not constitute an immediate danger to the DTA or the public shall be performed during business hours unless otherwise requested by the DTA Project Manager. The Contractor shall not perform any work without the advance authorization of the DTA Project Manager.

f) Each Contractor invoice shall indicate the total hours of labor for each labor category utilized. All materials, supplies, and parts purchased by the contractor to complete the Task Order.

g) Task Order shall be itemized and the original supplier's invoice for each item must be attached to the Contractor's invoice. The Contractor may only submit the percentage mark up or

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discount on materials/supplies/parts that was approved at Contract award. Payment shall not be made without such documentation.

- h) Upon award of the Contract, the Contractor will provide the DTA Project Manager with 24-hour contact number(s) for Contractor's Project Manager, and an acceptable means of emergency on-call communication. Email contacts are acceptable if they are responded to promptly.
- i) The DTA specifically reserves the right to award work under the scope of this Contract to other parties, at its sole discretion.
- j) The Contractor shall notify the DTA Project Manager when the Contractor's employees are on DTA property to perform work under this Contract and shall notify the DTA Project Manager of work completion within 24 hours of completion.
- k) 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.
- l) 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.
- m) Contractor may not store tools and materials on DTA property without the DTA Project Manager's prior written consent.

4. Replacement Parts

- a) All replacement parts and materials shall be new, commercial grade equipment, free of defects and suitable for the purpose intended. 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.
- b) 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.
- c) The Contractor shall guarantee all replacement parts for a period of ninety (90) days or the part manufacturer's warranty, whichever is greater. All guarantees and warranties obtainable by the Contractor from the manufacturer or supplier of the equipment in the performance of this Contract shall be extended to the DTA to the full extent of their terms.
- d) All parts that have been replaced shall be the property of the DTA and shall be left onsite unless directed otherwise by the DTA Project Manager. The DTA Project Manager may decide to furnish parts and materials directly if it is deemed in the DTA's best interests.

5. Workmanship

- a) 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

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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.

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

6. Contractor's Qualifications

- a) The Contractor shall have an established record of satisfactorily performing similar services for a minimum period of three (3) years, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure to provide all services called for in these specifications.
- b) 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.

7. Davis Bacon Compliance

The Contractor shall comply with all applicable federal, state and local prevailing wage requirements, as applicable, and shall comply with Section 5, "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 5. A copy of the current federal and state wage reports is attached for reference.



Duluth Transit Authority – RFB

Fire Sprinkler System Inspection

Date:

Company Name:

Phone:

Address:

Email (required):

System for Award Management Unique ID #:

Signed:

Title:

SECTION 1 - FIRE SPRINKLER INSPECTIONS							OPTION	OPTION
	<u>BUILDING LOCATION</u>	<u>INSPECTIONS</u>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
1	Duluth Transit Authority Operations Center	Dry Pipe Fire Sprinkler Systems						
		Extra Dry Pipe Valves						
		Wet Pipe Fire Sprinkler Systems						
2	Duluth Transportation Center	Dry Pipe Fire Sprinkler Systems						
		Extra Dry Pipe Valves						
		Wet Pipe Fire Sprinkler Systems						
		Standpipe and Hose Systems						
3	Duluth Transit Center East	Wet Pipe Fire Sprinkler Systems						
FIRE SPRINKLER INSPECTIONS SUB-TOTAL								

SECTION 2 - FIRE SPRINKLER REPAIR LABOR RATES							
LABOR RATES		Est. # of Hours	Hr/Rate YEAR 1	Hr/Rate YEAR 2	Hr/Rate YEAR 3	OPTION Hr/Rate YEAR 3	OPTION Hr/Rate YEAR 3
1	Repair Technician, Mon-Fri, 8:00 a.m. to 5:00 p.m.	40					
2	Repair Technician, Mon-Fri, 5:01 p.m. to 7:59 a.m.	10					
3	Repair Technician, Hourly Rate, Weekends & Vendor observed Holidays	5					
4	Helper, 8:00 a.m. to 5:00 p.m.	40					
5	Helper, 5:01 p.m. to 7:59 a.m.	10					
6	Helper, Weekends & Vendor observed Holidays	5					
FIRE SPRINKLER REPAIR SUB-TOTAL							
PARTS MARK-UP %							
SECTION 3 - RESPONSE TIME							
1	Normal business hours, (8:00 a.m. – 5:00 p.m., M-F)						
2	After normal business hours (5:01 p.m. – 7:59 a.m., M-F)						
3	Weekend & contractor hours						
4	Emergency Situations						

Section 6: Wage Requirements

1. This contract is subject to the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, the U.S. Department of Labor Fair Labor Standards Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5, and Minnesota Statute 177.41 and 177.43, and the rates as set by the MN Department of Labor and Industry. 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 for all Contractor and subcontractor covered work in accordance with Duluth Transit Authority Certified Payroll Checklist.
6. Overtime Basis: 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 ½) times the basic hourly rate.
7. The Contractor is required to pay the highest of the two wage scales.

POSTED WAGE SCALE

Department of Labor General Decision Number MN 20230129 Prevailing Wage Decision dated 05/19/2023 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, revised 2-13-2023 is attached and incorporated herein.

"General Decision Number: MN20230129 05/19/2023

Superseded General Decision Number: MN20220129

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>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
<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>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be 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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023

ASBE0034-001 06/13/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.00	37.99

BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

BRMN0001-010 05/02/2022

	Rates	Fringes
BRICKLAYER.....	\$ 40.71	29.42

BRMN0001-019 05/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 25.13	5.54
TILE SETTER.....	\$ 25.89	24.34

CARP0361-008 05/02/2022

	Rates	Fringes
CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....	\$ 33.74	25.20
SOFT FLOOR LAYER.....	\$ 38.91	22.03

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
Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70

IRON0512-025 05/01/2022

	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 36.94	33.11

* LAB01091-025 05/01/2022

Rates Fringes

LABORER

Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 35.13	21.55
Common or General.....	\$ 29.92	21.69
Mason Tender - Brick/Cement/Concrete.....	\$ 30.62	21.69
Pipelayer.....	\$ 39.03	22.64

* PAIN0106-007 05/01/2023

Rates Fringes

GLAZIER.....	\$ 34.62	25.57
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* PAIN0106-009 05/02/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....	\$ 33.99	23.45
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* PAIN0386-010 05/02/2022

Rates Fringes

PAINTER (Spray).....	\$ 40.48	25.27
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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 05/02/2022

Rates Fringes

PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC Unit Installation).....	\$ 45.32	24.78
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 45.32	24.78

ROOF0096-019 07/01/2022

Rates Fringes

ROOFER.....	\$ 38.47	19.80
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SHEE0010-034 04/02/2022

Rates Fringes

SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 40.03	29.73
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* UAVG-MN-0024 01/01/2023

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 42.34	23.50

* UAVG-MN-0025 01/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 33.17	23.45

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>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.
 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 DECISIO"

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: 2022-12-12 Revised: 2023-02-13

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)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2022-12-12	29.92	21.69	51.61
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2022-12-12	29.92	21.69	51.61
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2022-12-12	26.89	19.31	46.20
104*	FLAG PERSON	2022-12-12	29.92	21.69	51.61
105	WATCH PERSON	2022-12-12	26.37	20.94	47.31
106	BLASTER	2022-12-12	27.22	19.29	46.51
107		2022-12-12	39.03	22.67	61.70

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
108				
109	2022-12-12	37.03	22.67	59.70
110	2022-12-12	29.92	21.69	51.61
111*	2022-12-12	28.72	20.94	49.66
SPECIAL EQUIPMENT (201 - 204)				
201	2022-12-12	41.73	22.85	64.58
202	2022-12-12	41.73	22.85	64.58
203*	2022-12-12	24.00	16.96	40.96
204	2022-12-12	33.65	19.95	53.60

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
205				
	2022-12-12	26.91	19.87	46.78
	2023-05-01	43.38	25.00	68.38
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2022-12-12	42.14	23.45	65.59
	2023-05-01	43.38	25.00	68.38
306				
308				
GROUP 3	2022-12-12	41.59	23.45	65.04
	2023-05-01	42.81	25.00	67.81
309				
310				
312				
314				
316				
320				
322				
GROUP 4	2022-12-12	41.29	23.45	64.74
	2023-05-01	42.49	25.00	67.49
323				
324				
325				
327				
328				
329				
330				
331				
332				
334				
335				
336				
337				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
340				
341				
345				
347				
348				
349				
350				
352				
354				
356				
357				
359				
360				
361				
362				
363				
365				
367				
GROUP 5	2022-12-12	38.25	23.45	61.70
	2023-05-01	39.33	25.00	64.33
370				
371				
372				
375				
376				
377				
379				
381				
382				
383				
384				
385				
GROUP 6	2022-12-12	37.04	23.45	60.49
	2023-05-01	38.06	25.00	63.06
387				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
389				
391				
393				
395				
396				
397				

COMMERCIAL POWER EQUIPMENT OPERATOR

GROUP 1	2022-12-12	47.83	23.65	71.48
	2023-05-01	49.25	25.20	74.45

501				
502				
503				

GROUP 2	2022-12-12	47.48	23.65	71.13
	2023-05-01	48.88	25.20	74.08

504				
505				
506				
507				

GROUP 3	2022-12-12	46.01	23.65	69.66
	2023-05-01	47.35	25.20	72.55

508				
509				
510				
511				
512				
513				
514				

GROUP 4	2022-12-12	45.66	23.65	69.31
	2023-05-01	46.99	25.20	72.19

515				
516				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
517				
518				
519				
520				
GROUP 5	2022-12-12	43.67	23.65	67.32
	2023-05-01	44.91	25.20	70.11
521				
522				
523				
524				
525				
526				
527				
528				
529				
530				
531				
532				
533				
534				
GROUP 6	2022-12-12	42.10	23.65	65.75
	2023-05-01	43.28	25.20	68.48
535				
536				
537				
538				
539				
540				
GROUP 7	2022-12-12	40.93	23.65	64.58
	2023-05-01	42.06	25.20	67.26
541				
542				
543				
544				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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	2022-12-12	38.84	23.65	62.49
	2023-05-01	39.88	25.20	65.08
548				
ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549				
GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550				
MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1 *	2022-12-12	34.85	21.75	56.60
601				
MECHANIC . WELDER				
602				
TRACTOR TRAILER DRIVER				
603				
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *	2022-12-12	34.30	21.75	56.05
604				
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2022-12-12	33.00	19.95	52.95
605				
BITUMINOUS DISTRIBUTOR DRIVER				
606				
BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607				
THREE AXLE UNITS				
GROUP 4 *	2022-12-12	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	2022-12-12	47.01	21.00	68.01

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
702	BOILERMAKERS	2022-12-12	41.94	29.99	71.93
703	BRICKLAYERS	2022-12-12	38.62	31.26	69.88
704	CARPENTERS	2022-12-12	33.24	23.89	57.13
705	CARPET LAYERS (LINOLEUM)	2022-12-12	38.91	22.03	60.94
		2023-06-01	42.16	22.03	64.19
706	CEMENT MASONS	2022-12-12	37.46	21.13	58.59
707	ELECTRICIANS	2022-12-12	43.14	29.81	72.95
		2023-05-28	45.79	29.81	75.60
708	ELEVATOR CONSTRUCTORS	2022-12-12	55.10	42.99	98.09
		2023-01-01	57.49	43.71	101.20
709	GLAZIERS	2022-12-12	34.14	24.20	58.34
		2023-05-01	36.09	24.20	60.29
710*	LATHERS	2022-12-12	31.44	18.43	49.87
712	IRONWORKERS	2022-12-12	36.94	33.11	70.05
		2023-05-01	40.14	33.11	73.25
714	MILLWRIGHT	2022-12-12	37.13	25.33	62.46
		2023-05-01	39.18	25.33	64.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2022-12-12	34.59	23.44	58.03
		2023-05-01	36.59	23.44	60.03
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2022-12-12	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2022-12-12	42.55	24.95	67.50
		2023-05-01	44.75	24.95	69.70

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
718	PLASTERERS	2022-12-12	37.24	22.13	59.37
		2023-05-01	39.34	22.13	61.47
719	PLUMBERS	2022-12-12	42.55	24.95	67.50
		2023-05-01	44.75	24.95	69.70
720	ROOFER	2022-12-12	38.47	19.74	58.21
		2023-07-01	40.72	19.74	60.46
721	SHEET METAL WORKERS	2022-12-12	40.03	29.75	69.78
		2023-05-01	42.83	29.75	72.58
722*	SPRINKLER FITTERS	2022-12-12	39.18	23.22	62.40
723	TERRAZZO WORKERS	2022-12-12	41.96	22.50	64.46
724	TILE SETTERS	2022-12-12	31.36	29.40	60.76
		2023-05-01	34.61	29.40	64.01
725	TILE FINISHERS	2022-12-12	24.19	21.32	45.51
		2023-05-01	26.79	21.32	48.11
726	DRYWALL TAPER	2022-12-12	34.59	23.44	58.03
		2023-05-01	36.59	23.44	60.03
727	WIRING SYSTEM TECHNICIAN	2022-12-12	43.52	20.49	64.01
		2023-07-01	44.61	21.69	66.30
728	WIRING SYSTEMS INSTALLER	2022-12-12	30.49	16.84	47.33
		2023-07-01	31.25	17.69	48.94
729	ASBESTOS ABATEMENT WORKER	2022-12-12	35.13	21.55	56.68
		2023-01-01	36.13	22.45	58.58
730	SIGN ERECTOR	2022-12-12	31.07	18.75	49.82