

Request for Proposals (RFP) for Construction Services

**For the City of Hibbing Carey Lake Campground
Land Clearing & Grubbing**

**RFP Submittal Deadline: 10:00pm October 1, 2024
Selection Process Completed by the City of Hibbing: October 2, 2024**



Submit proposals to:

Nick Arola
Hibbing City Services Director
nickarola@hibbingmn.gov
218-421-5565

Hibbing City Hall
401 East 21st Street
Hibbing, MN 55746

For questions contact:

Andrea Wedul, PLA | awedul@barr.com | 218-525-7158
Paul Tokarczyk, PE | ptokarczyk@barr.com | 218-262-8626

I. Introduction

The City of Hibbing is seeking proposals from qualified contractors interested in providing timber clearing and grubbing services to the city.

II. Scope of Services

The City of Hibbing is seeking to complete clearing and grubbing tasks at its Carey Lake Park facility in starting work for the construction of a new campground facility. The project will include clearing of all woody vegetation 1-inch diameter and greater and grubbing out stumps 6-inches or greater diameter at breast height (DBH). Furnishing and installation of tree protection fencing will be performed around trees selected to remain as directed by the City's Representative.

The approximate limits of vegetation clearing and grubbing (approximately 10.2 acres) are shown in pink on the attached drawing C-02. Limits will be marked in the field by others prior to start of work scope. Additional work scope requirements and tree fencing details can be found in the attached Specification 31 10 00.

The clearing and grubbing of access to and area of the well site must be completed by November 20, 2024 and all clearing and grubbing scope of services must be completed by December 31, 2024.

III. Insurance Requirements

The Contractor awarded this contract shall maintain in force during the duration of the agreement insurance as follows:

1. General Liability Insurance - Contractor shall maintain in force for the duration of the agreement.
 - a. Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1.0 million per occurrence and \$2.0 million in the aggregate.
 - b. Automobile liability (owned, non-owned, and hired) insurance with limits not less than \$1.0 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of Minnesota.
 - c. The City, its officials, employees, servants and agents will be named as additional insured as respect to the work or services performed under this agreement. This will apply to both work in progress and completed operations.
 - d. This insurance shall be primary and shall be paid and applied first in its entirety to any application of insurance the City may carry on its own.
2. Workers' Compensation - Contractor shall provide and maintain Workers' Compensation coverage for its employees, as required by applicable Workers' Compensation laws.
3. Builders Risk - The City will carry the Builders Risk Insurance policy for this project.

IV. Wage Requirements

Commercial prevailing wages in accordance with Minnesota Department of Labor and Industry requirements apply to this project. Employees shall be paid in accordance with the April 29, 2024 Commercial prevailing wages as published by the Minnesota Department of Labor and Industry. Contractor shall provide certified payroll reports for all payments made under this contract.

The City of Hibbing requires contractors to enter into a Project Labor Agreement for work performed for the City prior to start of work. A copy of the Project Labor Agreement is attached.

V. Instructions To Proposers

Proposals must be in writing and must be received by 10:00 AM (local time) on October 1, 2024. Late submissions will not be considered.

All proposals should be directed to: Nick Arola, Hibbing City Hall, 401 East 21st Street, Hibbing, MN, 55746. Alternately, proposals may be submitted electronically via email to Nick at NickArola@hibbingmn.gov. Electronic proposals should be submitted in PDF format.

All proposal questions and correspondence should be directed to: Barr Engineering Co., c/o Andrea Wedul (awedul@barr.com) 218-529-7158 or Paul Tokarczyk (ptokarczyk@barr.com) 218-262-8626.

In order to ensure a fair review and selection process, contractors submitting proposals are prohibited from contacting any other city staff or council members regarding these proposals.

VI. Statement of content of proposal

1. Title page, cover letter, or header (*name, address, phone, contact person, date*)
2. Statement of the proposal (*work, timetable, availability*)
3. Contractor's profile/history/experience
4. Fees per the Measurement and Payment methods identified in the specifications

VII. Proposal evaluations

The City will evaluate proposals based on qualifications, proposed schedule, and proposed fees.

VIII. City's timetable (subject to change)

- Monday September 23, 2024 - Proposal Solicitation Issued
- Tuesday October 1, 2024 (10:00 AM) - Proposals Due
- Tuesday October 1, 2024 - Proposals Reviewed
- Wednesday October 2, 2024 - City Council Approves Selection

IX. Other information

1. Evaluation Criteria: The Respondent selected for an award will not necessarily have the lowest Fee Proposal. Rather, the selection will be based upon the proposal that is responsive, responsible, and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the highest ranked contractor provided a fair and reasonable Fee and Contract can be negotiated.
2. Award Criteria: Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract, to resolicit proposals, or to temporarily or permanently abandon this solicitation.

3. **The Ownership of Proposal:** All materials submitted in response to this RFP ultimately become public record and shall be subject to inspection after the contract award. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information that meets the definition of Trade Secret Data under the Minnesota Government Data Practices Act (MGDPA) and is clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade 11 Secret designation under the MGDPA shall be the responsibility of the respondent.
4. **Release of Claims, Liability, and Preparation Expenses:** Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a respondent's participation in this RFP process. The respondent understands and agrees that it submits its proposal at its own risk and expense and releases the City from any claim for damages or other liability arising out of the RFP and award process.
5. **Errors in Proposals:** The City shall not be liable for any errors in the respondent's proposal. No modifications to the proposal shall be accepted from the respondent after the submittal date and time. The respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.
6. **Withdrawing Proposals:** Respondent may withdraw its proposal at any time prior to the submittal deadline by submitting a written request to the contact for RFP inquiries indicated above. The written request must be signed by an authorized representative of the respondent. The respondent may submit another proposal at any time prior to the submittal deadline. No proposal may be withdrawn for 60 days after the submittal date and time without approval by the City. Such approval shall be based on the respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.
7. **Addendums:** The City reserves the right to add/delete/modify criteria or times, via an addendum, at any time or for any reason if it is in the City's best interest, as determined by the City in its sole discretion. If any addenda are issued, such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.
8. **Qualified Respondents.** The City reserves the right to award a project contract only to a qualified respondent. Qualified respondent is defined as a contractor that meet the requirements of this RFP and demonstrates the financial ability, resources, skills, capability, willingness and business integrity necessary to perform the contract. The City's determination of whether a respondent is a qualified respondent is at the City's sole discretion.
9. **Conflicts:** Respondents must disclose any instances where the contractor or any individuals working on the proposal, or subsequent project, may have a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City, related to an official of the City).

Attachments

Attachment A

Project Labor Agreement

PROJECT LABOR AGREEMENT CITY OF HIBBING

ARTICLE I

PURPOSE

This Agreement is entered into this ___ day of ___, 2024 by THE CITY OF HIBBING and by and between ___, its successors or assigns (hereinafter "Project Contractor"), the CITY OF HIBBING (hereinafter "Owner") and the Iron Range Building and Construction Trade Council, on behalf of its affiliated local unions, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions", with respect to the construction of ___ [name of Project], hereinafter "Project".

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _ [name of Project Contractor] alone is intended, the term "Project Contractor" is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Project Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Clearing and grubbing of Carey Lake campground site.

Section 2. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Labor Agreement, which shall apply to such work.

Section 3. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 5. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 6. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as attached as Schedule A for work on the Project for each craft employed by the Contractor. All employees covered by this Agreement shall be classified in accordance with the work performed.

Section 10. The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement ("PLA contractor") may select to participate in the legally established Industry Health Reimbursement Arrangement ("HRA") plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractors' bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans are subject to confirmation by the Trustees of the HRA trust and plan. This may include an independent audit according to a policy as established by the Trustees. Contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with the terms of the HRA trust and plan.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements (or in lieu thereof, the aforementioned HRA plan and trust including any policies)

specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 11. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

ARTICLE III

UNION RECOGNITION AND UNION SECURITY

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. All employees covered by this Agreement now in the employ of the Contractor shall remain members in good standing in their respective Unions during the term of the Agreement and all employees hereinafter employed by the Contractor will become members of the respective Unions within seven (7) days after the date of their employment and shall remain members of the Unions in good standing during the term of this Agreement.

Section 3. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

ARTICLE IV

REFERRAL OF EMPLOYEES

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State laws.

ARTICLE V

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or the applicable local area agreements, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

Section 3. The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the Court.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven(7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X

HELMETS TO HARDHATS

Section 1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI

LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. “Harmony” shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company’s labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the

provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate the contract.

ARTICLE XII

NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XIII

SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XIV

DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective _ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

CITY OF HIBBING

By: _____

By: _____

Its: CITY ENGINEER

Its: _____

SHCHEDULE "A"

- A-1 BOILMAKERS #647
- A-2 BRICKLAYERS #1
- A-3 CARPENTERS #606
- A-4 CEMENT FINISHERS/PLASTERERS #633
- A-5 ELECTRICIANS #294
- A-6 ELEVATOR CONSTRUCTORS #9
- A-7 GENERAL DRIVERS #346
- A-8 INSULATORS #49
- A-9 IRONWORKERS #512
- A-10 LABORERS #1097
- A-11 MILLWRIGHTS #1348
- A-12 OPERATING ENGINEERS #49
- A-13 PAINTERS #106
- A-14 PLUMBERS & FITTERS #589
- A-15 ROAD SPRINKLERFITTERS #669
- A-16 ROOFERS #96
- A-17 SHEET METAL #10

Attachment B

Prevailing Wages Tables

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: 2023-12-26

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)	2023-12-26	31.42	22.69	54.11
		2024-05-01	33.40	23.44	56.84
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-12-26	31.42	22.69	54.11
		2024-05-01	33.40	23.44	56.84
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-12-26	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
104*	FLAG PERSON	2023-12-26	29.92	21.69	51.61
105	WATCH PERSON	2023-12-26	26.37	20.94	47.31

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106	BLASTER	2023-12-26	27.22	19.29	46.51
107	PIPELAYER (WATER, SEWER AND GAS)	2023-12-26	41.03	23.67	64.70
		2024-05-01	43.76	24.42	68.18
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-12-26	39.03	23.67	62.70
		2024-05-01	41.76	24.42	66.18
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-12-26	29.92	21.69	51.61
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-12-26	28.72	20.94	49.66
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2023-12-26	41.73	22.85	64.58
202	BOOM TRUCK	2023-12-26	41.73	22.85	64.58
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER	2023-12-26	28.29	20.41	48.70

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-05-01	30.04	21.16	51.20
204	OFF-ROAD TRUCK	2023-12-26	33.65	19.95	53.60
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-12-26	26.91	19.87	46.78
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2023-12-26	43.38	25.20	68.58
		2024-04-29	45.61	26.40	72.01
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2023-12-26	42.81	25.20	68.01
		2024-04-29	45.01	26.40	71.41
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2023-12-26	42.49	25.20	67.69
		2024-04-29	44.67	26.40	71.07
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE			
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
GROUP 5	2023-12-26	39.33	25.20	64.53
	2024-04-29	41.36	26.40	67.76
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER			
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2023-12-26	38.06	25.00	63.06
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR					
GROUP 1		2023-12-26	49.25	25.20	74.45
		2024-04-29	51.03	26.40	77.43
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2023-12-26	48.88	25.20	74.08
		2024-04-29	50.64	26.40	77.04
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3		2023-12-26	47.35	25.20	72.55
		2024-04-29	49.05	26.40	75.45
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 4		2023-12-26	46.99	25.20	72.19
		2024-04-29	48.68	26.40	75.08
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5		2023-12-26	44.91	25.20	70.11
		2024-04-29	46.51	26.40	72.91
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6		2023-12-26	43.28	25.20	68.48
		2024-04-29	44.82	26.40	71.22
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2023-12-26	42.06	25.20	67.26
		2024-04-29	43.55	26.40	69.95

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)			
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)			
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 8	2023-12-26	39.88	25.20	65.08
	2024-04-29	41.28	26.40	67.68
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 *	2023-12-26	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 *	2023-12-26	34.30	21.75	56.05
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			
GROUP 3	2023-12-26	33.00	19.95	52.95
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			
GROUP 4 *	2023-12-26	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			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2023-12-26	49.26	21.70	70.96
		2024-06-05	52.26	21.70	73.96
702	BOILERMAKERS	2023-12-26	44.37	30.55	74.92
		2024-01-01	46.00	31.93	77.93
703	BRICKLAYERS	2023-12-26	39.90	33.22	73.12
		2024-05-01	43.40	33.22	76.62
704	CARPENTERS	2023-12-26	35.60	24.53	60.13
		2024-04-29	38.85	24.53	63.38
705	CARPET LAYERS (LINOLEUM)	2023-12-26	41.50	22.69	64.19
		2024-06-01	44.75	22.69	67.44
706	CEMENT MASONS	2023-12-26	37.97	20.75	58.72
		2024-04-29	40.40	20.75	61.15
707	ELECTRICIANS	2023-12-26	44.77	30.83	75.60
		2024-06-02	46.59	31.64	78.23
708	ELEVATOR CONSTRUCTORS	2023-12-26	57.49	43.71	101.20
		2024-01-01	59.95	44.53	104.48
709	GLAZIERS	2023-12-26	34.62	25.67	60.29
710	LATHERS	2023-12-26	35.95	25.40	61.35
		2024-04-29	39.20	25.40	64.60
712	IRONWORKERS	2023-12-26	39.14	34.11	73.25
		2024-04-28	42.34	34.11	76.45
714	MILLWRIGHT	2023-12-26	39.18	25.33	64.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT	2023-12-26	35.19	24.84	60.03

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	MARKINGS)				
716	PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-12-26	42.15	26.04	68.19
717	PIPEFITTERS , STEAMFITTERS	2023-12-26	43.80	25.90	69.70
718	PLASTERERS	2023-12-26	38.24	23.23	61.47
		2024-05-01	40.39	23.23	63.62
719	PLUMBERS	2023-12-26	43.81	25.90	69.71
720	ROOFER	2023-12-26	40.00	20.46	60.46
721	SHEET METAL WORKERS	2023-12-26	42.45	30.13	72.58
		2024-05-06	45.25	30.13	75.38
722	SPRINKLER FITTERS	2023-12-26	41.02	26.09	67.11
		2024-04-01	41.02	26.67	67.69
723	TERRAZZO WORKERS	2023-12-26	45.47	24.14	69.61
		2024-04-29	48.27	24.14	72.41
724	TILE SETTERS	2023-12-26	32.54	31.46	64.00
		2024-04-29	35.79	31.46	67.25
725	TILE FINISHERS	2023-12-26	25.23	22.88	48.11
		2024-04-29	27.83	22.88	50.71
726	DRYWALL TAPER	2023-12-26	35.19	24.84	60.03
727	WIRING SYSTEM TECHNICIAN	2023-12-26	44.61	20.16	64.77
728	WIRING SYSTEMS INSTALLER	2023-12-26	31.25	16.34	47.59
729	ASBESTOS ABATEMENT WORKER	2023-12-26	36.13	22.45	58.58
730	SIGN ERECTOR	2023-12-26	32.37	19.40	51.77
		2024-06-01	34.12	19.40	53.52

LABOR CODE AND CLASS

EFFECT DATE

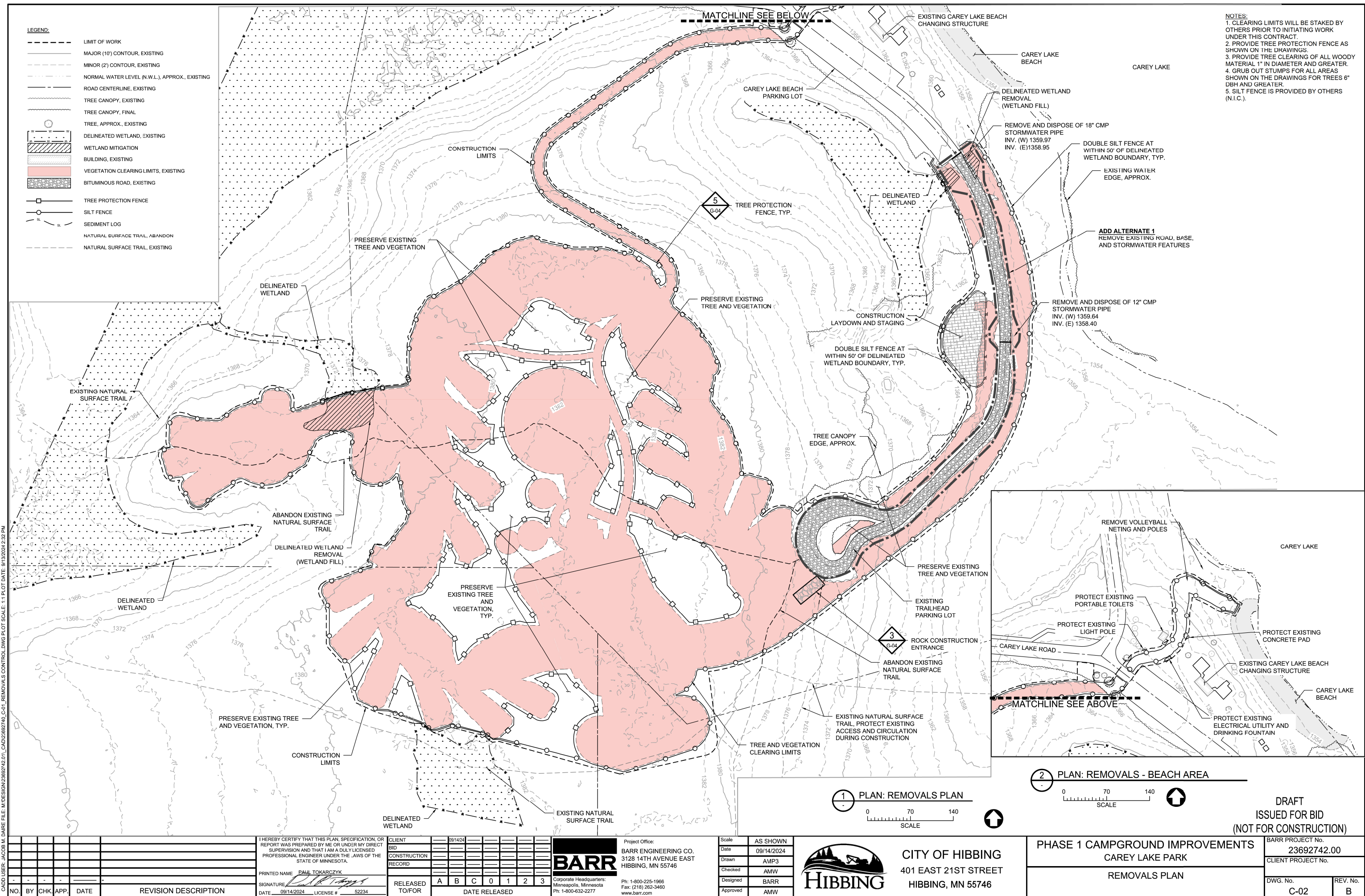
BASIC RATE

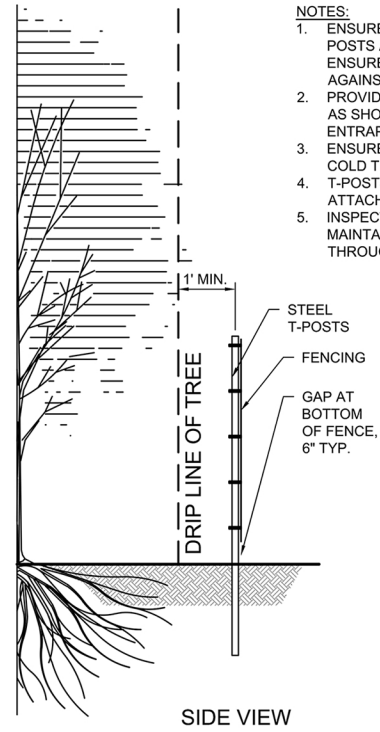
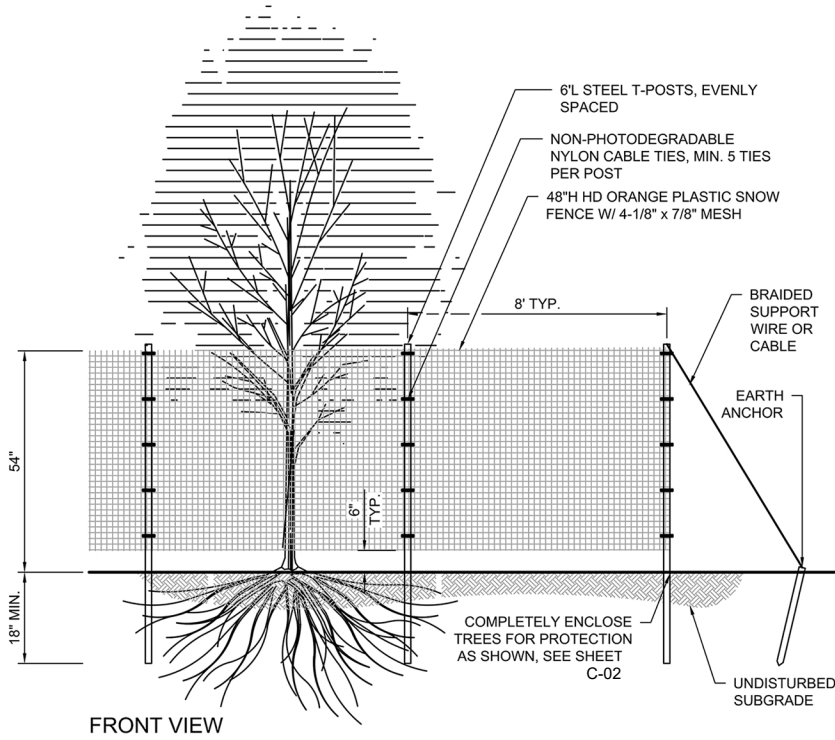
FRINGE RATE

TOTAL RATE

Attachment C

Drawings





NOTES:

1. ENSURE FENCE IS PULLED TAUGHT BETWEEN POSTS AND ANCHOR SECURELY AS SHOWN. ENSURE CABLE TIES ARE PULLED TAUGHT AGAINST POST TO PREVENT SLIPPING.
2. PROVIDE 6" TYP. SPACE AT BOTTOM OF FENCE AS SHOWN TO PREVENT SMALL ANIMAL ENTRAPMENT IN FENCED AREA.
3. ENSURE CABLE TIES ARE EXTREME WEATHER COLD TEMPERATURE UV STABILIZED TIES.
4. T-POSTS SHALL BE STUDDED FOR CABLE TIE ATTACHMENT.
5. INSPECT FENCE REGULARLY AND REPAIR TO MAINTAIN OR REPLACE AS NECESSARY THROUGHOUT THE TERM OF THE PROJECT.

5 **DETAIL: TREE PROTECTION FENCE**
NOT TO SCALE

Attachment D

Technical Specification

31 10 00
CLEARING AND GRUBBING

PART 1: GENERAL

1.01 DESCRIPTION

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, and the provisions of the other Contract Documents.
- B. Work covered under this Section includes providing all materials, equipment, and labor to prepare the Site for construction, including, but not limited to:
 - 1. Installing temporary tree protection.
 - 2. Clearing and grubbing of selected trees, brush, and stumps.
 - 3. Removal of stumps/large trees, downed trees, and excess brush to an on-site disposal location determined by Owner's Representative.
 - 4. Protecting all trees and vegetative materials not located within the construction limits, not specifically marked for removal, or as directed by the Engineer.
 - 5. Appropriate composting of those vegetative materials cleared and grubbed, and all other materials, from the site by Contractor, all in accordance with Laws and Regulations.

1.02 REFERENCES

- A. Minnesota Department of Transportation Standard Specifications for Construction, Current Edition, hereafter referred to as Mn/DOT Standard Specifications or Mn/DOT Specification.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Contractor shall obtain Notice to Proceed from Owner before beginning any clearing and grubbing operations.
 - 2. Contact the Engineer for any requested field-adjustments to the staked clearing limits. All adjustments must be approved prior to completing the proposed work.
 - 3. Engineer will mark/flag the clearing limits for removal of trees, shrubs, vines, and other woody vegetation.
- B. Sequencing
 - 1. Clearing to staked well location (proposed) must be the primary contract responsibility and take place by the date provided herein.
- C. Scheduling
 - 1. Clearing and grubbing of access to and area around the well site must be completed by November 20, 2024. All work must be completed by December 31, 2024, unless otherwise authorized by the Owner's Representative.
- D. Control of Invasive Species Contamination and Transport
 - 1. The project will employ currently accepted Best Practices under the laws of the State of Minnesota for controlling the spread of terrestrial and aquatic invasive species.
 - 2. All Equipment to be used on the project must be cleaned to be free of invasive species prior to being transported and delivered to the site. Equipment is any implement utilized

in construction including heavy machinery, light machinery, construction mats, or other material that is moved on and off the site.

- a. No visible remnants of any plant materials, aquatic plants, or seeds must be present on equipment.
 - b. No mud and soils must be present on equipment.
3. The Contractor must clean all Equipment used on the project per Part 3.01.A prior to being used in site construction or before being transported onto- or off the site.

E. Safety

1. At all times, conduct Clearing and Grubbing operations and perform the work in a manner that will assure the least possible obstruction to site operations, and must provide for the safety of site occupants and visitors who might be in the vicinity of the site.
2. Conduct all Work in strict compliance with any relevant Occupational Health and Safety Administration (OSHA) Standards, specifically those related to NAICS Code 561730 - Landscaping Services. All damages and results of the Contractor's failure to comply with or enforce relevant OSHA standards will be borne by the Contractor.
3. Erect barriers, fences, signs, and other safety devices to adequately warn pedestrians, site operators, and other potential users of the area of the hazardous conditions. Coordinate these with the Engineer prior to implementation.

1.04 MEASUREMENT AND PAYMENT

A. General

1. This Part describes the measurement and payment for the Work to be completed for the items listed on the Request for Proposal.
2. Each unit price stated on the Contractor's Proposal shall constitute full compensation as herein specified for each item of work completed in accordance with the requirements of the Contract Documents including Drawings and Specifications, including all clean up and restoration.
3. All costs in connection with the Work, including furnishing all materials, machinery, supplies, and appurtenances; providing all construction equipment and tools; and performing all necessary labor, coordination, supervision, and management to fully complete the Work shall be included in the unit prices stated on the Contractor's Proposal. All Work not specifically set forth as a separate bid item herein shall be considered an incidental cost or a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted on the Bid Proposal Form. The price on the Proposal shall include all tasks and operations necessary to complete the Work.

B. Estimated Quantities

1. All estimated quantities for Unit Price items approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be performed or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for Unit Price work or materials furnished or placed (if any) shall be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed and the estimated quantities included.
2. A "(P)" designation on the bid item indicates that the item will be paid based on plan quantities. These items will not be measured in the field and the Contractor will be paid based on the quantity shown on the bid form unless one or more of the following occurs:

- a. A contract revision alters or eliminates the quantity for a designated pay item.
- b. The quantity for a designated item varies by more than 5 percent from the pay quantity. A quantity increase of more than 5 percent must be measured by the Contractor and documentation must be provided to the Owner.
- c. A quantity variation causes the value of the work under a designated bid item to vary by more than \$5,000 from the bid amount.

C. Bid Items

1. Tree Protection Fencing

- a. **Method of Measurement:** Tree Protection Fencing will be measured on the basis of unit length in linear feet (LF) as measured in the field by actual horizontal survey or other measurement by Engineer and rounded to the nearest linear foot (LF).
- b. **Basis of Payment:** Contractor will be paid a unit price per linear foot (LF) for tree protection fencing. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to furnish, install, maintain, and repair or replace as necessary, for the duration of the work, and removal upon stabilization of the site, all complete as specified. Fifty (50) percent of the unit price will be paid once furnished and installed, and fifty (50) percent of the unit price will be paid upon removal at the completion of the project.

2. Clearing and Grubbing (P)

- a. **Method of Measurement:** Clearing and Grubbing will be measured on the basis of unit area in acres (ACRE), as measured on the plans by the Engineer.
- b. **Basis of Payment:** The Contractor shall be paid a unit price per acre (ACRE) for clearing and grubbing and disposal of upright tree (except those marked by Owner to save), downed trees, and brush, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and performing all operations as are necessary to remove and dispose of large boulders, trees, shrubs, stumps, and other plants, as identified in the field by the Engineer within the work limits and as shown on the Drawings, all complete as specified.

PART 2: PRODUCTS

2.01 TREE PROTECTION FENCE

- A. 48-inch minimum height, color: orange, with steel posts spaced six feet on center.
- B. As shown on the Drawings.

PART 3: EXECUTION

3.01 GENERAL

A. Invasive Species Contamination Prevention

- 1. Complete inspection and cleaning procedures before equipment is brought to the project site and before the equipment leaves the project site. Prior to bringing equipment to the site, wash machinery and equipment thoroughly to ensure that all equipment is free of all soil, mud, plants, seeds, and other substances that could potentially contain upland invasive species and contaminate the site.

2. Stage and store equipment and materials being used in invasive species removal or infested areas in parking lots or other paved areas to avoid spreading upland invasive species outside of the project site.
 3. Prior to any daily on-site daily use and prior to transporting equipment off-site:
 - a. Complete a thorough visual inspection of all equipment, trailers, tires, storage and transport containers, and other surfaces to be used during the work.
 - b. Scrape off any invasive species, remove any plant materials (fragments, stems, leaves, seeds, bark, or roots), and collect waste plant materials in trash bags, refuse containers, or using another suitable containment vessel.
 - c. Inspect all hand equipment, clothing, protective equipment, and boots to ensure that they are free of all soil and other substances that could possibly contain invasive species. Remove and bag any waste found on equipment prior to entering the site.
 4. Remove and dispose of all invasive species-contaminated waste at a legal off-site facility in accordance with all local, state, and federal requirements and at no additional cost to the Client.
- B. Clearing and grubbing operations, including invasive species protection requirements, must be conducted in accordance with Mn/DOT Standard Specification 2101.
1. Do not transport any ash (*Fraxinus* spp.) or infected elm (*Ulmus* spp.) trees off site.
- 3.02 TREE PROTECTION AND TEMPORARY FENCE
- A. Install tree protection and temporary fence at locations indicated on Drawings.
 - B. Where installed adjacent to silt fence, tree protection fence shall be installed downstream of silt fence.
 - C. Silt fence, tree protection fence, and temporary fence must have separate support posts.
 - D. Maintain fence in an upright position at all times.
 - E. No contractor or equipment is allowed to cross over fence.
 - F. Cost for furnishing, installing, and maintaining fence for duration of project is incidental to pay items.
- 3.03 CLEARING TREES FOR REMOVAL
- A. The Contractor shall remove Engineer-selected trees for proper performance of the Work as shown on the Drawings.
 - B. Clearing limits will be marked in the field by the Engineer. The Engineer will mark trees within the clearing limits to be left in place and protected during construction. Unless marked, all trees larger than six inches in diameter at breast height (DBH) within the clearing limits shall be removed.
 - C. Trees for removal will be cut at ground surface grade and will have roots removed by grubbing out the stump and removing the grubbed debris from the site, unless otherwise directed by the Engineer.
 - D. Where root severing of trees to remain has to occur, the root cutting will be clean cuts-not jagged or ripped. Use a trenching machine, vibratory knife, or rock saw to a depth of 18 in. along the outside limits of disturbance in the vicinity of existing trees prior to clearing and grubbing. When a trenching machine is used, the trench shall be immediately backfilled. All exposed roots on trees to remain and protect should be covered as soon as possible.
 - E. Material Processing and Disposal

1. Process brush and select tree material on-site to create salvaged wood mulch. Wood may be processed through a chipping machine or tub grinder to meet the requirements of Mn/DOT Type 5 or 6 Mulch. Stockpile mulch at a designated location authorized by the Owner's Representative.
2. Burning of trees on site shall be allowed only at locations and times pre-authorized by the Owner's Representative. All burn permits will be obtained by the Owner's Representative at set times as coordinated by the Contractor.

3.04 GRUBBING

- A. Grubbing shall consist of the removal of Engineer-selected stumps, sticks, trees smaller than six inches DBH, deadfalls, and brush remaining after tree clearing operations have been completed. Contractor shall dispose of the grubbed materials, in accordance with Laws and Regulations, at an off-site location selected by Contractor.
- B. Grubbing shall be completed to the satisfaction of Engineer, and completed before earthwork begins.
- C. Grub out roots and other vegetative debris of all trees, shrubs, vines, and other vegetation to provide for grading operations to be completed to acceptable tolerances. Remove all grubbed out vegetation and other debris and legally dispose of off-site and as directed by the Engineer in the field.
- D. Upon direction of the Engineer in the field, trees with a diameter less than two inches may be cut to the proposed grade and roots left in place.
- E. Material Disposal
 1. Grubbed materials shall be disposed of on-site by Contractor in location pre-authorized by the Owner's Representative.

3.05 CLOSEOUT ACTIVITIES

- A. Materials Disposal
 1. All other cleared and grubbed materials, all other trash, and other construction material debris and foreign materials created during the work shall be disposed of off-site by Contractor in strict accordance with all appropriate Laws and Regulations.

END OF SECTION 31 10 00