



Request for Bid
Project Name: Mystery Cave State Park – Lift Station Pump Replacement
Fillmore County/Nearest City is Preston
Solicitation #2022-023-03

Minnesota’s Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mn.gov/admin/oeep.

SPECIAL NOTICE: This is a request for bid. It does not obligate the State of Minnesota or the Department of Natural Resources to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.



State of Minnesota Contract

SWIFT Contract No.: XXXXXX

This Contract is between the State of Minnesota, acting through its Commissioner of Natural Resources (“State”) and [Contractor] whose designated business address is [Contractor’s business address] (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 and other applicable law the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.

Contract

1. Term of Contract

1.1 Effective date: [Spell out full date (e.g., April 1, 2019)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State to begin the work.

1.2 Expiration date: [Spell out full date (e.g., March 31, 2012)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

2. Contractor’s duties

The Contractor represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.

3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Compensation and conditions of payment

4.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

4.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5. Authorized Representative

The State's Authorized Representative is [name, title, address, telephone number], or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is [name, title] at the following business address and telephone number: [insert business address and telephone number], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

6. Exhibits

The following documents are attached and incorporated into this contract:

Exhibit :

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: _____

Signature: _____

Title: _____

Date: _____

Order No.: _____

2. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Company name: _____

Print name: _____

Signature: _____

Title: _____

Date: _____

3. State of Minnesota, Department of Natural Resources

in accordance with Minn. Stat. §16C.03, subd. 3

Print name: _____

Signature: _____

Title: _____

Date: _____

4. Department of Administration

or delegated representative

Print name: _____

Signature: _____

Title: _____

Date: _____

SECTION 1 – RESPONDER DECLARATIONS

By submitting a response to this solicitation, the responder certifies, to the best of his or her knowledge and belief, that:

- A. **RESPONSE CONTENTS.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. **AUTHORIZED SIGNATURE.** The appropriate person(s) have submitted the Response on behalf of the Responder as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **NON-COLLUSION CERTIFICATION.**
1. The Response has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 2. The contents of the Solicitation Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the official opening of the Response. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **ORGANIZATIONAL CONFLICTS OF INTEREST.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 3. the vendor has an unfair competitive advantage.
- If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.
- E. **COPYRIGHTED MATERIAL WAIVER.** The Responder has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- F. **RESPONSIBLE CONTRACTOR.**
Submitting a response to this solicitation will constitute a signed statement affirming compliance with each of these provisions as set forth in Minn. Stat. § 16C.285, subd. 3.
1. I am an owner or officer of the responding company, and I certify under oath that my company is in compliance with each of the applicable provisions as set forth in Minn. Stat. § 16C.285, subd. 3, and will provide verification upon request by the contracting agency.
 2. If my company is awarded a contract, I will submit a supplemental verification confirming subcontractor compliance with Minn. Stat. § 16C.285, subd. 5 (see Attachment A).
 3. If my company retains additional subcontractors with which it will have a direct contractual relationship following contract award, I will submit supplemental verification confirming subcontractor compliance with Minn. Stat. § 16C.285, subd. 5 within 14 days after retaining any such additional subcontractors.

By submitting a response, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

SECTION 2 – SOLICITATION TERMS

1. **COMPETITION IN RESPONDING.** The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. **ADDENDA TO THE SOLICITATION.** Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

3. **JOINT VENTURES.** The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

4. **WITHDRAWING RESPONSE.** Before the time for responding has ended, a responder may withdraw its response. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the contact person for this solicitation in writing of the desire to withdraw.

After the time for responding has ended, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the contact person for this solicitation within a reasonable time and prior to the State's detrimental reliance on the response.

5. **RIGHTS RESERVED.**

The State reserves the right to:

- Require Responders to conduct presentations, demonstrations, or submit samples;
- Award by item (including category, location, etc.), by groups of items, or all items, therefore, the Responder is encouraged to offer a response for all items;
- Award by location; and
- Interview key personnel or references.

6. **EVALUATION OF RESPONSES.** The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

7. **SAMPLES AND DEMONSTRATIONS.** Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

8. **RESPONSES ARE NONPUBLIC DURING EVALUATION PROCESS.** All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the selection process as defined by Minn. Stat. § 13.591. The completion of the selection process is defined as the State having completed its evaluation and has ranked the responses. The State will notify all responders in writing of the selection results.

9. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.**

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense. The State reserves the right to request additional information as part of the selection process.

9.2 The State does not consider cost to be trade secret material, as defined by Minn. Stat. § 13.37.

10. **PRICING.** The prices offered must take into consideration all inherent costs of providing the requested goods and/or services. The Contractor agrees to pay any and all fees, including but not limited to: government taxes, overhead, profit, parking permits, proper disposal of materials, insurance costs, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the contract, unless otherwise provided for by law or expressly allowed by the terms of this contract.

11. **CONDITIONS OF OFFER.** The prices and terms offered in its response pertaining to the sale of goods or general services will remain firm for 180 days, until they are accepted or rejected by the State.
12. **AWARD.** Any award that may result from this solicitation will be based upon the established selection process. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.
13. **REQUIREMENTS PRIOR TO CONTRACT EXECUTION.** Contract documents, including the bond and insurance requirements stated in the Solicitation, must be submitted to the State prior to contract execution. Failure to comply may result in cancellation of the award.
14. **TARGETED GROUP, ECONOMICALLY DISADVANTAGED BUSINESS, VETERAN-OWNED AND INDIVIDUAL PREFERENCE.** Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

15. **RECIPROCITY.** State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.
16. **DEED AND DHS PREFERENCE.** In accordance with Minn. Stat. § 16C.155, eligible DEED/DHS providers will receive points equal to 6% percent of the total points available.
17. **PREFERENCE ENVIRONMENTAL.** The State desires to purchase environmentally responsible goods and services where practicable. When feasible and when the price of recycled materials does not exceed the price of non-recycled materials by more than 10%, the Commissioner, and State agencies when purchasing under delegated authority, must purchase recycled materials. See Minn. Stat. § 16C.0725.
18. **SPECIFICATIONS.** Response will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the solicitation. When brand name or manufacturer's name or numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to State approval.
19. **DISTRIBUTOR OR MANUFACTURER'S REPRESENTATIVE.** If your company is a distributor or manufacturer's representative, as defined in MN Rules 1230.0150, and you are submitting an offer on behalf of the Original Equipment Manufacturer (OEM), your company must either:
- Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or
 - You must provide a letter from the OEM, on the OEM letterhead, stating the Responder is authorized to sell the specific product listed in the Solicitation, or the OEM's full line of products, and that all OEM equipment warranties are applicable. (This requirement may be met by attaching the OEM letter to the Solicitation response.)

The Responder shall be the single point of contact through which customers will arrange warranty work that is still covered under the original equipment manufacturer's warranty on the equipment that is purchased.

Pursuant to MN Rules 1230.0150, responses from brokers will not be accepted.

20. **PROMPT PAYMENT DISCOUNTS OFFERED.** If a responder offers a discount for a payment made in less than 30 days, this discount will not be considered in the evaluation of the response. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment, or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.

SECTION 3 – CONTRACT TERMS

1. **PROMPT PAYMENT AND INVOICING.** The State will pay pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

2. **ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.**

2.1. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2. Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3. Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4. Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. **TERMINATION.**

3.1. Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2. Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3. Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State’s receiving that notice.

4. **FORCE MAJEURE.** Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

5. **INDEMNIFICATION.** In the performance of this Contract by Contractor, Contractor’s reseller, any third party that has a business relationship with the Contractor, or Contractor’s agents or employees, and to the fullest extent permitted by law, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the State, to the extent caused by Contractor’s:
- Intentional, willful, or negligent acts or omissions; or
 - Actions that give rise to strict liability; or
 - Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State’s failure to fulfill its obligation under this Contract.

6. **GOVERNING LAW, JURISDICTION, AND VENUE.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
7. **CONTRACT USE BY STATE AGENCIES.** To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.
8. **WARRANTY.** The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. **RISK OF LOSS.** The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.
10. **ITEMS OFFERED AS NEW.** All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.
11. **DATA DISCLOSURE.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
12. **GOVERNMENT DATA PRACTICES.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

13. **INTELLECTUAL PROPERTY RIGHTS.**

13.1. Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

"Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

"Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

"Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

13.2. Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the

request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

13.3. **Pre-existing Intellectual Property.** Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

13.4. **Obligations.**

Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

Indemnification. Notwithstanding Paragraph 5, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

14. **COPYRIGHT.** The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
15. **SURVIVABILITY OF ORDERS.** In the event the term of any order or Professional/Technical Services work order ("order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract. No new orders may be issued after the termination or expiration of the Contract.
16. **ORDER OF PRECEDENCE.** Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.
17. **STATE AUDITS.** Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.
18. **INSURANCE.** Contractor must comply with all insurance requirements specified in Exhibit B of the Contract. Prior to execution of the Contract, amendment, or assignment agreement, the State must have a current copy of the Contractor's Certificate of Insurance that meets the Contract insurance requirements.
19. **DELIVERY.** Contractors are obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.
20. **PUBLICITY AND ENDORSEMENT.**
- 20.1. **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other

websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

20.2. Endorsement. The Contractor must not claim that the State endorses its products or services.

21. **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS.** Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
22. **FEDERAL FUNDS. (NOT APPLICABLE)**
23. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION.** Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.
24. **CONTINGENCY FEES PROHIBITED.** Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
25. **CERTIFICATION OF NONDISCRIMINATION (in accordance with Minn. Stat. § 16C.053).** If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
26. **NON-DISCRIMINATION (in accordance with Minn. Stat. § 181.59).** The Contractor will comply with the provisions of Minn. Stat. § 181.59.
27. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

27.1. Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

27.2. Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

27.3. Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

27.4. Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

28. **IT ACCESSIBILITY STANDARD. (NOT APPLICABLE)**

29. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. §§ 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and

- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.
- These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

30. SECURITY AND DATA PROTECTION. (NOT APPLICABLE)

31. COMPLIANCE WITH DATA PRIVACY AND SECURITY LAWS AND STANDARDS. (NOT APPLICABLE)

SECTION 4 - SPECIALTERMS & CONDITIONS -- CONSTRUCTION

QUALITY.

- A. **WORKMANSHIP:** Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing. All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.
- B. **LICENSES:** The State reserves the right to reject a response if the responder fails to provide the State adequate documentation of any required license. The State reserves the right to verify any required license prior to final award and at any time during the work.
- C. **MATERIALS AND SYSTEMS:** All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not contractor or manufacturer subscribes or belongs to said association.

BUILDING CONSTRUCTION CONTRACTOR REGISTRATION.

- A. Per Minn. Stat. § 326B.701, unless exempt, any Person, as defined by Minn. Stat. § 181.723, subd. 1(a), who performs public or private construction services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award. For additional information, and to register, go to www.dli.mn.gov/register or call 651.284.5074.
 - 1. Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services must be registered with the Department of Labor and Industry (DLI).
 - 2. The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with the Department of Labor and Industry (DLI), nor does it apply to employees.
 - 3. General or Prime Contractors will be able to verify that subcontractors are registered on the searchable Department of Labor and Industry Contractor Look-Up web site.
 - 4. The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees, and coercing others to form a business entity.

SPECIAL INSTRUCTIONS, NON-MINNESOTA CONTRACTORS.

- A. Minn. Stat. § 290.9705 requires public entities to deduct and withhold eight (8) percent of payments made to the contractor if the value of the contract exceeds \$50,000.
- B. Exemptions from this requirement are allowed under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors (SDE) form (attached).
- C. One reason that Revenue allows for an exemption is that the Non-Minnesota Contractor will be providing a Payment Bond and Performance Bond to the government contracting agency. Such bonds are required for this Contract. The contractor must file a separate application for exemption for each project.
- D. In order to formalize this exemption you must, prior to being sent a Notice to Proceed, complete Form SDE (attached), or available at http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf, and submit to Minnesota Revenue. If approved, provide the contracting agency with a copy executed by Minnesota Revenue. If your request for exemption is based on the fact that you are providing a Payment Bond and a Performance Bond for this Contract, note in the bonding company information section what State Department the bonds are being sent to (Dept. of Admin., MN Dept. of Transportation, Dept. of Natural Resources, and Dept. of Military Affairs). In this case a copy of the bond to the SDE form is required.
- E. Send these forms for execution to: Minnesota Revenue; Mail Section 5410; St. Paul, MN 55146-5410

SOLICITATION SECURITY.

Responses that exceed \$50,000.00 must be accompanied by a surety bond of a surety company duly authorized to do business in the State of Minnesota; in an amount equal to five percent (5%) of the total amount of the response, which is submitted as a solicitation security conditioned upon the Responder entering into a contract with the State of Minnesota in accordance with the terms of the solicitation. Responders must upload a copy of their surety bond as prompted in the Event. The State reserves the right to require the Contractor provide the original surety bond to the State. If such request is made, the Contractor must submit the original surety bond within seven (7) calendar days upon such request. If the original surety bond is not received within (7) calendar days of request, the State may take action including rejection of the response or cancellation of the contract for cause.

If the solicitation security is in the form of a certified check, cashier's check, or money order made payable to the State of Minnesota, it must be received by the Contracting Agency at the address identified within this Event in a clearly marked and sealed envelope no later

than the due date and time indicated in the Event. Late submissions will result in rejection of your response. Facsimile or copies of a certified check, cashier's check, or money order will not be accepted.

The solicitation security submitted is conditioned upon the responder's entering into a contract with the State of Minnesota in accordance with the terms of the solicitation. It is agreed that said solicitation security of the successful responder will constitute liquidated damages, not a penalty, for the failure or refusal of the successful responder to execute and deliver the contractual documents, in a correct form, within ten (10) calendar days after receipt of the contract documents.

COMPLIANCE WITH TAX LAW REQUIREMENTS

- A. The State cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Architect/Engineer to receive final payment.
- B. Every subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is strongly encouraged to obtain the certification from each Contractor immediately following the Subcontractor's completion of work on the project. Delays in completing the forms until after the project is complete may result in significant additional work for the Contractor in collecting the required forms.
- C. The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes.
- D. To print a copy of the IC-134 Form, or to file online, go to: <http://www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx>. (Click on "Contractor Affidavit Information for Government Projects" then click on "Submit Contractor Affidavit Electronically"). Complying with this requirement is considered part of the Work under this Contract. Contractor delay in complying with this requirement may cause the State to delay final payment and Contract Acceptance. The State may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

ADDENDA TO SOLICITATION.

Changes to the solicitation will be made by written addendum. Any addendum issued will become part of the solicitation. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person. Only changes made via addendum will be valid.

RESPONSIBLE CONTRACTOR REQUIREMENT.

The Responsible Contractor law set forth in Minn. Stat. § 16C.285 requires a Prime Contractor to certify compliance with the law when their solicitation response exceeds \$50,000.00. The Prime Contractor verifies compliance with the law at the time of responding to the solicitation.

Verifying compliance with the Responsible Contractor law includes certifying that the Prime Contractor's company has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

Contact the Office of the Minnesota Secretary of State with questions about satisfying this requirement before submitting a solicitation response.

- A. The Prime Contractor shall submit "Attachment A First-Tier Subcontractor List" naming all First-Tier Subcontractors that it intends to retain for work on the project prior to execution of the contract. [Minn. Stat. § 16C.285, subd. 5]
- B. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit "Attachment A-1 Additional Subcontractors List" confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.
- C. A Prime Contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A Prime Contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A Prime Contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

SUBCONTRACTING.

Only subcontractors that have been approved by the State can be used for this Contract. When responding to an electronic solicitation, list the subcontractor(s) intended for use on the project as directed within the solicitation.

After the effective date of the Contract, the Contractor shall not, without prior written approval from the State, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During the life of the Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract. The provisions of the Contract shall apply

with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

SUBCONTRACTOR PAYMENT.

In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

DIVERSE SPEND REPORTING.

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your Contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.

SITE VISIT.

All vendors shall visit the site of the project, take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request.

LAWS AND REGULATIONS.

The Responder shall comply with all applicable municipal, county, state, and federal laws, ordinances, and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as required.

UTILITY LOCATES.

The Contractor is responsible for coordinating and paying for any necessary utility locate service in order to protect above and below grade utilities. Scopes of work requiring utility locate services include, but are not limited to, digging or excavation work. If the Contractor is in doubt about whether utility locate services are necessary, contact the Owner prior to the quote or solicitation due date and time via email or during the site visit. Contractor shall provide the ordering entity with the Gopher State One Call locates confirmation number.

NO ASBESTOS.

No asbestos containing materials shall be brought on the project site, installed on the project, or used in the installation of work on the project.

FIRE SAFETY INSTRUCTION FOR CONTRACTORS.

Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and ordering entity's personnel/property protection codes. Contractors are responsible for obtaining the ordering entity's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

HAZARDOUS MATERIALS.

The Contractor is responsible for compliance with any requirements included in the solicitation regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the solicitation and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and the Owner will have the materials removed under a separate contract. Do not proceed with work until a written notice to continue work on the project is received from the ordering entity.

RIGHT TO INSPECT AND REQUIRE WORK.

Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense so as to conform to the Contract. If the State determines that the work being performed by the Contractor is not in strict conformance with the Contract, the State shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

CONDUCT.

All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

SAFETY.

The ordering entity agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the ordering entity may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of the Contract procedures, or other problems.

The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

- All persons
- The building and all other real or personal property at the work site.
- All equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the ordering entity if, during the term of the Contract, the Contractor observes or otherwise learns of any conditions which:

- In the Contractor's judgment, poses a threat to the safety of person or property;
- Adversely affects the equipment; or
- Is in violation of any applicable codes or regulations.

REMOVED ITEMS AND CLEAN-UP.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Contractor shall remove and legally dispose of waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from and about the project premises and surrounding area daily. The cost of cleanup performed by the ordering entity as a result of the Contractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the State from the Contract sum.

SUBSTITUTIONS.

Requests for pre-approval of equivalent products must be submitted in writing via fax or email to project supervisor not later than 7 calendar days prior to the schedule solicitation opening date. Written requests must include complete information. Pre-approval requests will be evaluated based upon proven equivalent performance, abilities, availability, durability, and long term value to the owner. Project Supervisor's judgement in approving equivalent requests is final. Pre-approved equivalent products will be published by addendum.

WORK NOT PERMITTED OR WORK REQUIRING ORDERING ENTITY APPROVAL.

Repair work, new installations or extension of an existing system covered by this Contract does not extend to modification of building structural, mechanical, or electrical components, even though this work may be incidental to – and or necessary for – repair/modification unless approved in advance by ordering entity or already specified by the Contract.

CHANGE ORDERS.

The Contractor can only proceed with work beyond the work authorized by a purchase order if the ordering entity has approved the change and a Change Orders is being issued. The ordering entity may authorize change orders in writing or verbally.

The ordering entity may require or the Contractor may make a written request (describing the nature of the proposed change) for certain changes in the scope of work described in a purchase order. If the ordering entity agrees to the changes and the costs for the changes, a Change Order will be issued. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the original purchase order was issued. Verbal authorizations for a Change Order must be followed up with a written Change Order as soon as possible.

PERMITS AND INSPECTIONS.

The Contractor shall obtain all necessary permits/inspections required for the work and include the cost in their response.

SALES & USE TAX.

In submitting the bid the responder is understood to have included in the bid price any applicable State or Federal sales, excise or use tax on all materials, supplies, and equipment that are to be utilized on this project. The State's Direct Payment Permit is not applicable.

INSURANCE.

Contractor will be required to provide a Certificate of Insurance per the minimum requirements outlined in the solicitation. A completed Certificate of Insurance is required prior to final award and **before the work can begin.**

DISPUTE RESOLUTION PROCEDURES.

Any issue a responder has with the solicitation document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the buyer prior to the response due date and time.

AMENDMENTS / SUPPLEMENTS.

The State reserves the right to make supplemental changes to the contract, when mutually agreed to by the State of Minnesota and the Contractor, if the changes are within the general scope of the Contract. The changes to the contract will be made by Contract Amendment. An approved Contract Amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

WORK FORCE COMPLIANCE.

The State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- A. Covered contracts and Contractors. One-time acquisitions or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Workforce Certificate Information Form. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Workforce Certificate Information Form. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contractor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contractor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contractor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- B. Minn. Stat. § 363A.36, subd. 1 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3525-5000.3559.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- A. The contractor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of the contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with Minnesota Statutes, Section 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

EQUAL PAY CERTIFICATION.

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

PREVAILING WAGE REQUIREMENTS.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and

subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Prevailing Wage requirements apply to a contract or work under a contract, under which:

1. only one trade or occupation is required to complete it and the project is greater than \$2,500; or
2. the estimated total cost of completing the project is greater than \$25,000.

The Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, via E-mail as attachments, to the appropriate E-mail address: prevailingwage.dnr@state.mn.us

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within 14 days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at www.mmd.admin.state.mn.us/mn02000.htm No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF. The subject line of the email must give the Solicitation # and Project Name, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/ls/FaqPrevWage.asp> For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

SECTION 5 - INSURANCE REQUIREMENTS

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, under this Contract, can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACTOR:

The Contractor's policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

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

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

NOTICE TO THE CONTRACTOR:

The failure of the State of Minnesota to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor, In the event of a claims dispute, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to state's authorized agent upon written request.

The insurance and insurance limits required herein shall not be deemed as a limitation of the Contractor's liability with regard to the indemnities granted to the Owner under the contract.

NOTICE TO INSURER:

The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claims payments based on any assumption that they are protected by immunity to the State.

Coverage under the General Liability policy(ies) of the Contractor will be broadly construed for the Owner as is available to the Contractor.

The liability limits specified by the contract are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella, or other basis, to the Additional Insured for any and all covered items.

POLICY REQUIREMENTS:

1. WORKERS' COMPENSATION INSURANCE:

- A. Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:
 - i. Part 2, Employers Liability including Stop Gap Liability for monopolistic states (if applicable), at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
 - ii. Coverage C: All States Coverage, unless coverage applies specifically to the Workers' Compensation Law of the state of MN
 - iii. USL&H, Maritime, Voluntary and Foreign Coverage (If applicable)
 - iv. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contractor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- B. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers' Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

2. **AUTOMOBILE LIABILITY INSURANCE:**

The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

A. Minimum Limits of Liability:

- i. Minnesota State No-Fault – Passenger vehicle
- ii. \$1,500,000 - Per Occurrence combined Single Limit Bodily Injury and Property Damage – Any vehicle being used to perform the service and all other vehicles such as those towing equipment or a commercial vehicle

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile
- Waiver of subrogation in favor of the State of Minnesota

3. **COMMERCIAL GENERAL LIABILITY:**

The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Contract.

A. Minimum Limits of Liability:

- \$1,500,000 - Per Occurrence
- \$1,500,000 - Annual Aggregate
- \$1,500,000 - Annual Aggregate applying to Products and Completed Operations
- \$ 50,000 - Fire Damage (any one fire)
- \$ 5,000 - Medical Expense (any one person per occurrence)

B. Coverages:

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury & Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 04 13 or its equivalent.
- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the State of Minnesota
- **State of Minnesota shall be named as Additional Insured.**

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

Note: General Liability insurance limits shall be \$1,000,000 for nonprofit organizations according to the following statute:

General Liability, Section 1. Minnesota Statutes 2015, section 3.736, subdivision 4, was amended to read:

Subd. 4. Limits. The total liability of the state and its employees acting within the scope of their employment on any tort claim shall not exceed: (h) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by the state or operating under the authorization of a permit issued by an agency or department of the state.

4. **UMBRELLA OR EXCESS LIABILITY:**

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Contract. **State of Minnesota shall be named as Additional Insured.**

5. **POLLUTION LIABILITY INSURANCE: (NOT APPLICABLE)**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
Date Cert. Typed

PRODUCER Agent/Broker Name & Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSUREERS AFFORDING COVERAGE
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INSURED Contractor/Vendor Name & Address	INSURER A: Name of Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
--	--

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	Policy Number <i>*If required in solicitation.</i>	Effective date of policy	Expiration date of policy	EACH OCCURENCE	\$1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				PERSONAL & ADVERTISING INJURY	\$1,500,000
	<input type="checkbox"/> DEDUCTIBLE BI AND/OR PD				GENERAL AGGRREGATE	\$1,500,000
	GENERAL AGGREGATE APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$1,500,000
B	AUTOMOBILE LIABILITY	Policy Number <i>*If required in solicitation.</i>	Effective date of policy	Expiration date of policy	COMBINED SINGLE LIMIT (Ea accident)	\$1,500,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> * CA 99 48 Endorsement						
<input checked="" type="checkbox"/> * MCS-90 Endorsement						
C	EXCESS LIABILITY	Policy Number <i>(**Excess/Umbrella may be used to supplement the GL & Auto limits, to satisfy policy limits requirements.)</i>	Effective date of policy	Expiration date of policy	EACH OCCURENCE	\$**
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$**
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective date of policy	Expiration date of policy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
					OTHER	
	E.L. EACH ACCIDENT				\$100,000	
	E.L. DISEASE-EA EMPLOYEE				\$100,000	
	E.L. DISEASE - POLICY LIMIT	\$500,000				
E	* POLLUTION LIABILITY	Policy Number <i>*If required in solicitation.</i>	Effective date of policy	Expiration date of policy	Each Occurrence Aggregate	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					\$2,000,000
	<input checked="" type="checkbox"/> NON-OWNED DISPOSAL SITES					
	<input checked="" type="checkbox"/> NO LEAD EXCLUSION					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- The State of Minnesota is named as an Additional Insured on a primary and non-contributory basis for ongoing and completed operations under Commercial General Liability, Umbrella or Excess Liability, and ***Pollution Liability**.
- Insurance companies waive any rights to assert the immunity of the state as a defense
- A waiver of subrogation applies in favor of the certificate holder on all policies listed above.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
The State of Minnesota Department of Natural Resources Street Address of State Agency City, State & Zip Code of State Agency (See bid form for agency name & address)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SECTION 6 - SPECIAL INSTRUCTIONS AND SPECIFICATIONS
Mystery Cave State Park – Lift Station Pump Replacement
Fillmore County/Preston
Solicitation #2022-023-03

1.1. SCOPE

The work covered under this solicitation shall consist of the labor, all parts, equipment, materials, mechanical, plumbing, electrical, tools, transportation, permits, fees, all repairs needed, debris/equipment disposal and incidentals necessary to demo and replace existing septic lift station grinder pump and associated PVC piping and connections.

- Replace one failed Myers Grinder pump- model MW100-21 1HP/230v-1PH with same.
- Replace associated PVC Schedule 80 piping and connections. Include second pump elbow connect.
- Perform functional operation of pumping system and controls.

1.2. LOCATION OF WORK

The location of the project is: **Mystery Cave Lift Station Pump Replacement, 21071 County 118, Preston, MN 55965.**

1.3. OWNER

The work is to be performed on property owned by the State of Minnesota, Department of Natural Resources. All inquiries, information, and coordination with the Project Supervisor relating to the scheduling of work, use of site and similar matters shall be directed to:

Project Supervisor
Ray Barrett
1200 Warner Road
St. Paul, MN 55106
651-259-5773
ray.barrett@state.mn.us

Site Contact
John Holger
21071 County 118
Preston, MN 55965
507-352-5111
jon.holger@state.mn.us

1.4. EXAMINATION OF SITE

Before submitting a proposal on the work contained in these specifications, each bidder is highly encouraged to visit the site, examine the premise, and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed, or lack of knowledge of existing conditions.

To arrange a site visit prior to the bid, contact **Project Supervisor** (listed above.)

1.5. SCHEDULE / TIME OF COMPLETION

Work cannot commence before receipt of Notice to Proceed.

The project shall be substantially complete by **Oct. 27, 2021.**

Final Completion of the work shall be on or before **Oct. 29, 2021.**

1.6. DELAYS

The Contractor shall notify the project supervisor immediately of any prospective delays in the completion of the project. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The ordering entity must approve all such requests.

1.7. USE OF PREMISES

The Contractor shall cooperate with the Owner in the scheduling and execution of the Work and use of the site, and shall notify the Owner as far as possible in advance of the commencement of any work or operation which would interfere with the use of the existing facility.

1.8. AWARD

Contract will be awarded to one responsible bidder with the lowest lump sum bid.

Questions on submitting the response, should be directed the Help Desk at 651-201-8100 – Option No. 1.

1.9. TEMPORARY FACILITIES

The existing electrical service and distribution system may be used to provide temporary power and, if necessary, light for construction purposes. The cost of all electrical energy used will be paid by the Owner. The Contractor shall be responsible

for the cost of the installation and the removal of all temporary connections to the existing distribution system. Should any Contractor frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for their own use and shall pay all energy and other costs incurred.

The existing water supply system may be used for construction purposes. The cost of such water will be paid by the Owner. Each Contractor shall provide their own hoses and other temporary extensions and connections. Temporary connections shall be removed by the party installing them when no longer required.

Existing sanitary facilities will be made available for use by all construction personnel on the Project. No other facilities shall be used.

1.10. SPECIAL SITE CONDITIONS

Special care shall be taken to prevent damage to any part of the existing building, walks, plantings, etc. and in the course of the work. Coordinate placement of equipment (crane or mechanical lift) with the Owner and determine acceptable location and loading capacity. It shall be the Contractor's responsibility to restore anything damaged in the course of the Contract Work to its original condition.

1.11. PROTECTION AND BARRICADES

During the removal and repair operation, the Contractor shall erect temporary enclosures, barricades, fences, or such protective structures as required to enclose the space or construction area and to provide protection to the public and staff. Such enclosures shall be constructed in a manner to preclude normal access to the construction area by unauthorized persons. After completion of the project, the Contractor shall remove the temporary barricades and repair any damage caused by the erection of the barricades.

1.12. MAINTENANCE

The Contractor will be required to maintain all finished work until final acceptance by the Project Supervisor.

1.13. ORAL STATEMENTS.

No oral statements made by any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions, and specifications of the Solicitation, or the resulting purchase order.

1.14. STORAGE OF MATERIALS

The Contractor shall be responsible to inspect all components on delivery to ensure that no damage occurred during shipping or handling for furnish and installation projects. Materials must be stored in original undamaged packaging in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft until ready for installation. Confine storage of materials and other apparatus to areas designated for such purposes by the Owner. The Contractor shall properly secure, cover and protect materials and work and all State property against damage of any kind until this project is completed and ready to turn over to the Owner.

1.15. PRE-CONSTRUCTION

Prior to the time the construction is commenced, the Contractor may be required to attend a pre-construction meeting, and, at that time, submit a work schedule for the project.

1.16. SALVAGE / REMOVAL OF MATERIALS AND SAFETY PROVISIONS

Removal of all other extraneous material disrupted during construction is the responsibility of the Contractor. Strict adherence to OSHA Safety Requirements is mandatory.

1.17. DAMAGE BY CONTRACTOR

The Contractor shall be responsible to repair or replace any items that are damaged by the Contractor's operations at no additional expense to the DNR. The DNR shall determine whether the items are repaired or replaced.

1.18. EMPLOYEE HEALTH AND SAFETY

The Contractor shall be strictly responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Conditions at the work site that the Project Supervisor suspects are in violation of safety laws and regulations may be reported to the appropriate enforcement authorities.

1.19. INTERRUPTION OF SERVICES

The Contractor shall not interrupt, cut, or alter in any way any of the existing services and utilities of the Owner without the express written notice and permission of the Owner. If the contractor must interrupt electrical, mechanical or telephone service, they shall notify the owner of such need at least 7 days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.

1.20. DISCONNECTS

Disconnect and reinstall using all original attachment materials or approved equals.

1.21. COORDINATION OF PLANS AND SPECIFICATIONS

Contractors and suppliers shall notify the Project Supervisor prior to the bid opening, of any and all alleged discrepancies in the project documents that affect the cost or completed project performance. No extras will be allowed for failure to comply.

1.22. FINAL INSPECTION

The Contractor shall set up and schedule inspection prior to final acceptance of Owner.

1.23. MEASUREMENT AND PAYMENT

Unless amended by written supplemental agreement, the bid amount shall be full compensation for a complete project as described in the specifications. No extras will be allowed due to the Contractor's lack of knowledge and understanding of existing conditions.

Payment will be made on a lump sum basis upon full completion and acceptance of the Project Supervisor in accordance with terms of the contract.

Quantities shown in specifications are based on field calculations and are not certified to be complete or accurate, but to give the general scope of the project. The Contractor is encouraged to visit the site and verify the amount of work involved in the contract.

Work done contrary to instructions of the Project Supervisor and any work done beyond that which is specified or ordered, will be considered as Unauthorized Work and will not be paid for under the provisions of the Contract. Unauthorized work shall be removed by the Contractor at his expense upon receipt of a written order from the Project Supervisor.

The invoices shall include name of business and mailing address, date of invoice and contract/solicitation number, date project was completed, and amount of payment request.

1.24. POLLINATOR BEST MANAGEMENT PRACTICES

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973, found at <https://www.revisor.mn.gov/statutes/?id=84.973>. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

1.25. INVASIVE SPECIES PREVENTION

The Minnesota DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

**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: 23

County Name: FILLMORE

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

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

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

Violations should be reported to:

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

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

County: FILLMORE (23)

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	26.35	20.52	46.87
		2021-05-01	27.85	21.17	49.02
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	26.35	20.52	46.87
		2021-05-01	27.85	21.17	49.02
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	15.00	0.00	15.00
104*	FLAG PERSON	2020-11-16	26.35	20.52	46.87
		2021-05-01	27.85	21.17	49.02
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREWWAGE@STATE.MN.US			

106	BLASTER				
					FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US
107*	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	32.18	21.12	53.30
		2021-05-01	34.01	21.84	55.85

108	TUNNEL MINER				
					FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	30.28	21.12	51.40
		2021-05-01	32.01	21.84	53.85

110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-11-16	26.00	4.50	30.50
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111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	23.17	17.67	40.84
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SPECIAL EQUIPMENT (201 - 204)

201*	ARTICULATED HAULER	2020-11-16	35.18	20.50	55.68
202*	BOOM TRUCK	2020-11-16	33.43	20.30	53.73
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2020-11-16	20.00	0.00	20.00
204*	OFF-ROAD TRUCK	2020-11-16	28.61	16.60	45.21
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-11-16	27.26	16.59	43.85

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2 *		2020-11-16	35.93	20.50	56.43
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

GROUP 3 *		2020-11-16	35.48	20.50	55.98
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				

- 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
- 316 LOCOMOTIVE CRANE OPERATOR
- 320 TANDEM SCRAPER
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4 * 2020-11-16 35.18 20.50 55.68

- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 327 BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 359 RUBBER-TIERED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

GROUP 5 * 2020-11-16 29.51 19.70 49.21

- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
- 379 POWER ACTUATED JACK
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER

384 STUMP CHIPPER AND TREE CHIPPER

385 TREE FARMER (MACHINE)

GROUP 6 * 2020-11-16 27.74 19.70 47.44

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 * 2020-11-16 44.44 21.70 66.14

2021-05-03 45.24 22.85 68.09

501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)

502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)

503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 2 * 2020-11-16 44.10 21.70 65.80

2021-05-03 44.90 22.85 67.75

504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)

505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)

506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)

507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 3 2020-11-16 42.69 21.70 64.39

2021-05-03 43.49 22.85 66.34

508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)

509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)

510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)

511 STATIONARY TOWER CRANE UP TO 200 FEET

512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)

513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)

514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 4 * 2020-11-16 42.35 21.70 64.05

2021-05-03 43.15 22.85 66.00

515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)

516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)

517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)

518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)

519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)

520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)

GROUP 5 * 2020-11-16 40.93 21.70 62.63

2021-05-03 41.73 22.85 64.58

521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *		2020-11-16	39.42	21.70	61.12
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 *		2020-11-16	38.30	21.70	60.00
		2021-05-03	39.10	22.85	61.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8 *		2020-11-16	36.29	21.70	57.99
		2021-05-03	37.09	22.85	59.94
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS					
GROUP 1 *		2020-11-16	25.05	14.40	39.45
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *		2020-11-16	18.00	0.00	18.00
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				

GROUP 3 *	2020-11-16	16.85	6.80	23.65
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4 *	2020-11-16	25.71	8.71	34.42
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS				
701 HEATING AND FROST INSULATORS	2020-11-16	46.79	27.26	74.05
702* BOILERMAKERS	2020-11-16	39.69	28.82	68.51
	2021-01-01	41.39	28.82	70.21
703 BRICKLAYERS	2020-11-16	40.34	23.06	63.40
	2021-05-01	42.39	23.06	65.45
704 CARPENTERS	2020-11-16	33.23	23.37	56.60
	2021-05-01	35.23	23.37	58.60
705 CARPET LAYERS (LINOLEUM)	2020-11-16	35.42	20.03	55.45
	2021-05-01	37.42	20.03	57.45
706* CEMENT MASONS	2020-11-16	43.31	11.43	54.74
	2021-05-01	45.31	11.43	56.74
707 ELECTRICIANS	2020-11-16	41.33	22.66	63.99
	2021-07-01	44.23	22.66	66.89
708* ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
	2021-01-01	53.28	41.79	95.07
709* GLAZIERS	2020-11-16	43.00	21.08	64.08
	2021-06-07	45.05	21.08	66.13
710* LATHERS	2020-11-16	33.23	22.83	56.06
	2021-05-01	35.23	22.83	58.06
712 IRONWORKERS	2020-11-16	38.35	30.70	69.05
	2021-05-02	40.45	30.70	71.15

714*	MILLWRIGHT	2020-11-16	37.83	26.43	64.26
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-11-16	30.26	19.67	49.93
		2021-05-01	31.91	19.67	51.58
716*	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	38.96	25.03	63.99
		2021-05-01	41.01	25.03	66.04
717*	PIPEFITTERS . STEAMFITTERS	2020-11-16	43.31	23.28	66.59
		2021-05-01	46.06	23.28	69.34
718*	PLASTERERS	2020-11-16	29.44	20.88	50.32
719*	PLUMBERS	2020-11-16	43.31	23.28	66.59
		2021-05-01	46.06	23.28	69.34
720	ROOFER	2020-11-16	25.89	12.75	38.64
		2021-06-01	27.89	12.75	40.64
721	SHEET METAL WORKERS	2020-11-16	33.20	22.21	55.41
		2021-05-01	35.45	22.21	57.66
722*	SPRINKLER FITTERS	2020-11-16	38.79	21.04	59.83
723*	TERRAZZO WORKERS	2020-11-16	40.53	19.83	60.36
724	TILE SETTERS	2020-11-16	44.90	5.65	50.55
725	TILE FINISHERS	2020-11-16	20.00	4.75	24.75
726	DRYWALL TAPER	2020-11-16	31.00	19.87	50.87
727*	WIRING SYSTEM TECHNICIAN	2020-11-16	41.42	18.16	59.58
728*	WIRING SYSTEMS INSTALLER	2020-11-16	29.02	15.34	44.36
729*	ASBESTOS ABATEMENT WORKER	2020-11-16	33.75	20.69	54.44
		2021-01-01	34.85	21.64	56.49
730*	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82