

NOTICE OF ADDENDUM NO. 1

2025 Neighborhood Parks Improvements Project No. 25-70912

CITY OF FRIDLEY, MN

Attention Planholders:

This addendum shall be attached to the Project Manual and shall be included as part of said Project Manual. Addendum No. 1 consists of Notice of Addendum No. 1 (3 pages). This addendum consists of 70 pages (total). Sections changed have been highlighted.

Revised Project Manual

1. Changes to 2025 Neighborhood Parks Improvements Project No. 25-70912
 - A. "Project Manual for 2025 Neighborhood Parks Improvements Project No. 25-70912" is superseded by this addendum.
 - B. Remove and Replace Section 00 01 10 with 00 01 10R
 - a. Note the Procurement Requirements were updated to include documents related to the HUD-4010 Federal Labor Standards Provisions, Build American Buy American Provisions, Labor Standards for Community Development Block Grant (CDBG) Program, Davis-Bacon and Related Acts (DBRA) Fact Sheet, and Federal Prevailing Wage Rates for Anoka County.
 - b. Note Section 00 43 43 Wage Rate Form – Employee Requirements has been deleted.
 - c. Note Section 00 73 45 Wage Determination Schedule has been deleted.
 - C. The Procurement Requirements section has been updated to include the documents below.
 - a. HUD-4010 Federal Labor Standards Provisions
 - b. Build American Buy American Provisions
 - c. Labor Standards for Community Development Block Grant (CDBG) Program
 - d. Davis-Bacon and Related Acts (DBRA) Fact Sheet
 - e. **Federal** Prevailing Wage Rates for Anoka County
 - D. Remove and Replace Section 00 41 10 with 00 41 10R
 - a. Note "3" Bituminous Street Patch w/ 6" Class 5 Aggregate" was added to the schedule of items (Item 16).
 - b. Note "Concrete Play Area Curb" was added to the schedule of items (Item 18).
 - c. Note "Concrete Mow Strip" was added to the schedule of items (Item 19).
 - d. Note "Retaining Wall" was revised by specifying the basis of measurement is by the unit price per square foot (Item 22).
 - e. Note "Fence – Ornamental" was revised by specifying a quantity of 230 lineal feet (Item 26).
 - f. Note "Concrete Play Area Curb" was added to the schedule of items (Item 43).
 - g. Note "Retaining Wall" was revised by specifying the basis of measurement is by the unit price per square foot (Item 47).
 - E. Remove Section 00 43 43
 - a. Note the project must follow the **Federal** Prevailing Wage Rates for Anoka County.
 - F. Remove and Replace Section 00 43 93 with 00 43 93R

- a. Note Section 00 43 43 Wage Rate Form – Employment Requirements was removed as a required form for bid submittal.
- G. Remove Section 00 73 45
 - a. Note the project must follow the **Federal** Prevailing Wage Rates for Anoka County.
- H. Remove and Replace Section 01 20 00 with 01 20 00R
 - a. Note the Pricing and Payment Procedures was revised by adding Item 16 “3” Bituminous Street Patch w/ 6” Class 5 Aggregate”.
 - b. Note the Pricing and Payment Procedures was revised by adding Item 18 “Concrete Play Area Curb”.
 - c. Note the Pricing and Payment Procedures was revised by adding Item 19 “Concrete Mow Strip”.
 - d. Note the Pricing and Payment Procedures was revised by updating Item 22 “Retaining Wall” to specify that the basis of measurement is by the unit price per square foot.
 - e. Note the Pricing and Payment Procedures was revised by updating Item 26 “Fence – Ornamental” to specify a 48” high Ameristar Montage Plus Majestic 3-rail ornamental fence.
 - f. Note the Pricing and Payment Procedures was revised by adding Item 43 “Concrete Play Area Curb”.
 - g. Note the Pricing and Payment Procedures was revised by updating Item 46 “Basketball Court and Goal (Complete)” to specify that export of excess material, bituminous tack coat material, basketball court striping and four square striping are incidental to this item. Fabric was removed from the design.
 - h. Note the Pricing and Payment Procedures was revised by updating Item 47 “Retaining Wall” to specify that the basis of measurement is by the unit price per square foot.
- I. Remove and Replace Project Plans
 - a. New Project Plans consist of 14 sheets
 - i. Note Sheet 1-3 were not revised.
 - ii. Note Sheet 4 was updated with a revised SEQ.
 - iii. Note Sheet 5 was updated to correct a keynote on the plan.
 - iv. Note Sheet 6 was updated to include revised cut/fill quantities, additional legend items, and additional information on final site grading on the plan.
 - v. Note Sheet 7 was updated to include notes for clarification, the addition of a concrete mow strip and fence, and graphically show an accessible picnic table.
 - vi. Note Sheet 8 was updated to include notes for clarification.
 - vii. Note Sheet 9 was updated to include revised cut/fill quantities, additional legend items, and additional information on final site grading on the plan.
 - viii. Note Sheet 10 was updated to include notes for clarification and reconfigured retaining wall layout.
 - ix. Note Sheet 11 was updated to include a reference to the court pavement detail and modified dimensions to the court width.
 - x. Note Sheet 12 was updated to include a court pavement detail and modify the playground curb detail.

- xi. Note Sheet 13 was updated to include additional retaining wall details, modified retaining wall section, and retaining wall profiles.
 - xii. Note Sheet 14 was not revised.
- J. An updated Bid Worksheet (.csv file) has been uploaded to the bid posting on QuestCDN. **Contractors are to download the updated worksheet for use with their bid.**
- a. Note “3” Bituminous Street Patch w/ 6” Class 5 Aggregate” was added to the schedule of items (Item 16).
 - b. Note “Concrete Play Area Curb” was added to the schedule of items (Item 18).
 - c. Note “Concrete Mow Strip” was added to the schedule of items (Item 19).
 - d. Note “Retaining Wall” was revised by specifying the basis of measurement is by the unit price per square foot (Item 22).
 - e. Note “Concrete Play Area Curb” was added to the schedule of items (Item 43).
 - f. Note “Retaining Wall” was revised by specifying the basis of measurement is by the unit price per square foot (Item 47).
- K. Section 00 43 43 Wage Rate Form – Employee Requirements was removed on QuestCDN as a required form for bid submittal.

Addendum Acknowledgement

- 1. The bidder shall acknowledge revised page(s) to replace original page(s) as amended by Addendum No. 1 and added pages.
- 2. The bidder shall acknowledge receipt of Addendum No. 1 prior to the time set for electronically opening the bid proposals through QuestCDN. The bidder also understands that failure to acknowledge addendum as set forth here may be considered sufficient cause for disqualification of the bidder and rejection of their Proposal.

Certification

I hereby certify that this addendum was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Brandon J. Brodhag, P.E.

Date: 11/19/24

License No. 59297

SECTION 00 01 10R

**2025 NEIGHBORHOOD PARKS IMPROVEMENTS PROJECT NO. 25-70912
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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iv **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX E

BUILD AMERICAN BUY AMERICAN PROVISIONS

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7. **Build America, Buy America.** Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

CHAPTER 16: LABOR STANDARDS

CHAPTER PURPOSE & CONTENTS

This chapter provides grantees with general information on labor standards as these requirements apply to CDBG-funded construction work. The following topics are covered:

SECTION	TOPIC
16.1	Overview of the Labor Standards Requirements

16.1 Overview of the Labor Standards Requirements

Construction work that is financed in whole or in part with CDBG funds must adhere to certain Federal labor standards requirements. This chapter describes the policies and procedures that must be followed when undertaking construction projects with CDBG funds to ensure compliance with the labor laws and requirements.

Key Topics in This Section: Overview of requirements and responsibilities of the grantee
Applicable laws and regulations, Other resources

Regulatory/Statutory Citations: Section 110; §570.603; 40 USC, Chapter 3, Section 276a-276a-5; 29 CFR Part 1, 3, 5, 6 and 7; 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240

Other Reference Materials on This Topic: “Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies”, “Making Davis-Bacon Work: A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects”

Under the labor laws, the prime or general contractor is responsible for full compliance with applicable requirements, including all employers/subcontractors on the project. The CDBG grantee is responsible for the administration and enforcement of the requirements to ensure compliance.

16.1.1 Labor Laws and Requirements

The labor laws that may apply to CDBG-funded construction work include the following:

The **Davis-Bacon Act** (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Davis-Bacon does not apply to the rehabilitation of residential structures containing less than eight units or force account labor (construction carried out by employees of the grantee). HUD should be contacted if there is any situation where the applicability of Davis-Bacon is in question.

The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers’ pay be permissible, and that contractors maintain and submit weekly payrolls.

The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

Section 3 of the Housing and Urban Development Act of 1968, as amended requires the provision of opportunities for training and employment that arise through HUD-financed projects to lower-income residents of the project area. Also required is that contracts be awarded to businesses that provide economic opportunities for low- and very low-income persons residing in the area. Please see the Fair Housing chapter of this manual for more information.

NOTE: Some states have labor laws that may also apply to CDBG-funded construction projects. If Federal and State laws differ, grantees must comply with the more stringent of the two.

HUD has published two guides that are available for downloading from its web site on labor standards requirements. These documents are “Making Davis Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies” and “Contractor’s Guide to Davis-Bacon: Prevailing Wage Requirements for Federally-Assisted Construction Projects.”

Additional information is available on HUD’s Office of Labor Relations web site at www.hud.gov/offices/olr and the forms referenced herein are available at HUDClips at www.hudclips.org.

16.1.2 Bidding and Contracting Requirements

Once it is determined that a construction project is subject to Federal labor standards requirements, certain steps must be taken to ensure compliance. Specifically, grantees must include all applicable labor standards language and the appropriate wage decision in construction bid and contract documents.

Wage Rate Decisions

The Davis-Bacon wage decision that applies to a project contains a schedule of work/job classifications and the minimum wage rates that must be paid to persons performing particular jobs. Some wage decisions cover several counties and/or types of construction work.

The grantee may access Federal wage rate decisions through the internet at www.wdol.gov. Federal wage determinations are generally issued for four categories: Building, Residential, Heavy, and Highway. It is important to understand the differences when determining which rate category to request to avoid paying wages from an inappropriate determination.

Building construction generally includes construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment or supplies. This includes all construction within and including the exterior walls, both above and below grade.

Residential projects involve the construction, alteration or repair of single-family houses or apartment buildings no more than four stories tall.

Heavy construction is generally considered for all construction not properly classified as highway, residential, or building. Water and sewer line construction will typically be categorized as heavy construction.

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Highway projects include construction, alteration or repair of roads.

HUD should be consulted if there are questions about properly identifying the type of wage determination and/or modifications.

If a work classification that is needed for the project does not appear on the wage decision that will be used, the grantee must request an additional classification and wage rate from HUD. Requests must be made in writing through the grantee and must meet certain criteria to be approved. Requests which fail to meet HUD approval are forwarded to DOL for final determination.

Labor Clauses and Wage Decisions in Bid and Contract Documents

The labor clauses, which are contained in HUD-4010, and the applicable wage rate decision (and any additional classifications) must be a physical part of the bid package. The labor clauses obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and provide remedies and sanctions should violations occur.

Ten days prior to bid opening, the grantee must check to see if the wage decision has been modified. If so, grantees should notify all potential bidders appropriately in conformance with local procurement procedures.

If a contract has been awarded but construction has not yet begun within 90 days of the award, the grantee must also determine if any modifications have been issued to the wage decision. If so, the contractor must adhere to the modified wage decision.

16.1.3 Enforcement of Requirements during Construction

During construction, the grantee is responsible for enforcing the labor standards requirements described in this chapter. This includes good construction management techniques (e.g., pre-construction conferences, issuance of notices to proceed and payments tied to compliance with the labor requirements), in addition to payroll reviews and worker interviews.

Pre-construction Conference

Pre-construction conferences are no longer required in order to comply with Federal labor standards requirements. However it is recommended that grantees hold them prior to the start of work to review contractual requirements, including labor, and performance schedules.

The grantee can use this opportunity to clearly present the Federal statutory compliance requirements as well as performance expectations. Items that should be covered at the pre-construction conference include, but are not limited to:

Provide and review with the contractor with a copy of the "Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects." This guide can be downloaded from at: <http://www.hud.gov/offices/olr/library.cfm>.

Explain that the contractor must submit weekly payrolls and Statements of Compliance signed by an officer of the company, and that the prime contractor is responsible for obtaining and reviewing payrolls and Statements of Compliance from all subcontractors.

Explain that wages paid must conform to those included in the wage rate decision included in the contract. Discuss the classifications to be used. If additional classifications are needed, contact HUD immediately.

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Explain that employee interviews will be conducted periodically during the project.

Emphasize that a copy of the wage rate decision must be posted at the job site.

Explain that apprentice or trainee rates cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the grantee with a copy of the State certification of his/her program.

If the contract is \$100,000 or greater, explain that workers must be paid overtime if they work more than 40 hours in one week, and that failure to pay workers at least time and a half whenever overtime violates the Contract Work Hours and Safety Standards law. In addition to restitution, noncompliance with this law makes the contractor liable for liquidated damages of \$10 per day for every day each worker exceeded 40 hours a week without being paid time and a half.

Explain that no payroll deductions can be made that are not specifically listed in the Copeland Anti-kickback Act provisions unless the contractor has obtained written permission of the employee. Unspecified payroll deductions are a serious discrepancy and must be resolved prior to further contractor payments.

Provide contractor with posters for the job site, such as the "Notice to All Employees Working on Federal or Federally Financed Construction Projects." These posters and others that are required are available at:

<http://www.dol.gov/elaws/asp/posters/posters.htm>.

The grantee should also describe the compliance monitoring that will be conducted during the project, and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making further payment to the contractor. Remind the contractor that labor standards provisions are as legally binding as the technical specifications, and failure to pay specified wages will result in contractor payments being withheld until all such discrepancies are resolved and potentially restitution, liquidated damages and/or recommendation for debarment.

Notice to Proceed

Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed to the prime/general contractor to begin performance of the work. The Notice to Proceed establishes the construction start date and the scheduled completion date, and provides the basis for assessing liquidated damages. The construction period and basis for assessing liquidated damages must be consistent with those sections of the contract documents.

Payroll Review

Once construction is underway, the prime/general contractor should complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. The prime/general contractor must also obtain weekly payrolls (including signed Statements of Compliance) from all subcontractors as they work on the project.

Certified payroll reports should be submitted by the prime/general contractor to the grantee within a reasonable timeframe so as to ensure compliance, typically no more than 10 working days following the end of the payroll period.

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The HUD payroll form (WH-347) does not have to be used, but alternative payroll documentation must include all of the same elements in order to determine compliance with applicable regulations. The Statement of Compliance must be completed and signed by an authorized representative of the company and submitted in conjunction with the payroll form (or alternate equivalent payroll documentation).

The payrolls should be reviewed by the general contractor to ensure that there are no discrepancies or underpayments. Remember that the prime contractor is responsible for the full compliance of all subcontractors on the project and will be held accountable for any wage restitution that may be necessary. This includes restitution for underpayments and, potentially, liquidated damages that may be assessed for overtime violations.

Grantees should review every payroll to ensure that workers are being paid no less than the prevailing Davis-Bacon wages and that there are no other falsifications.

In addition to the falsification indicators described in the HUD guidance, items to be spot-checked should include:

- The correct classification of workers;

- A comparison between the classification and the wage determination to determine whether the rate of pay is at least equal to the rate required by the determination;

- A review to ensure that work by an employee in excess of 40 hours per week is being compensated for at rates not less than one and one-half times the basic rate of pay;

- Review of deductions for any non-permissible deductions; and

- The Statement of Compliance has been signed by the owner or an officer of the firm.

Any discrepancies and/or falsification indicators must be reported to HUD, along with the steps being taken by the grantee to resolve the discrepancies. Where underpayments of wages have occurred, the grantee is responsible to make sure the correct wages are paid and that the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. Grantees should contact HUD for assistance if a violation occurs.

On-Site Interviews

The labor standards requirements include periodically conducting job site interviews with workers. The purpose of the interviews is to capture observations of the work being performed and to get direct information from the laborers and mechanics on the job as to the hours they work, the type of work they perform and the wage they receive.

Interviews should occur throughout the course of the construction and include a sufficient sample of job classifications represented on the job as well as workers from various companies to allow for a reasonable judgment as to compliance.

Information gathered during an interview is recorded on the Record of Employee Interview form (HUD-11).

- The interview should take place on the job site and conducted privately (this is a one-on-one process).

- The interviewer should observe the duties of workers before initiating interviews. Employees of both the prime contractor and subcontractors should be interviewed.

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To initiate the interview, the authorized person shall:

Properly identify himself/herself;

Clearly state the purpose of interview; and

Advise the worker that information given is confidential, and his/her identity will be disclosed to the employer only with the employee's written permission.

When conducting employee interviews, the interviewer should pay particular attention to:

The employee's full name;

The employee's permanent mailing address;

The last date the employee worked on that project and number of hours worked on that day. The interviewer should make it clear that these questions relate solely to work on the project and not other work.

The employee's hourly rate of pay. The aim is to determine if the worker is being paid at least the minimum required by the wage decision.

The interviewer should be sure the worker is not quoting their net hourly rate or "take-home" pay.

If it appears the individual may be underpaid, the interviewer should closely question the worker:

(a) Ask for any records.

(b) Arrange to re-interview the employee.

Enter the worker's statement of his/her classification.

Observe duties and tools used:

If worker's statements and observations made by the interviewer indicate the individual is performing duties conforming to classification, indicate this on the Record of Employee Interview form.

If there are discrepancies, detailed statements are necessary.

Enter any comments necessary.

Enter date interview took place.

The HUD-11s must be compared to the corresponding contractor and subcontractor payroll information.

If no discrepancies appear, "None" should be written in the comment space of the Record of Employee Interview form and it should be signed by the appropriate person.

If discrepancies do appear, appropriate action should be initiated. When necessary action has been completed, the results must be noted on the interview form.

If there are wage complaints, the interviewer should complete the Federal Labor Standards Complaint Intake Form (HUD Form 4731). The complaint must be investigated and resolved. Contact HUD if necessary.

Progress Payments

Upon receipt of requests for payment during construction, the grantee should check that labor standards compliance is being met.

All weekly payrolls and Statements of Compliance have been received, reviewed and any discrepancies resolved; and

Employee interviews have been conducted as necessary, checked against payrolls and the wage rate decisions, and all discrepancies corrected.

Although retainage is not a requirement, many grantees have found it helpful to maintain 10 percent retainage from partial payments until after final inspection, in case of any unresolved problems.

Final Payment

When construction work has been completed, the contractor will submit a final request for payment. Before making final payment, the grantee must ensure that:

All weekly payrolls and Statements of Compliance have been received and any discrepancies have been resolved;

All discrepancies identified through job site interviews have been resolved; and

All files are complete.

16.1.4 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due.

Grantees must notify the prime contractor in writing of any underpayments that are found during payroll or other reviews. The notification should describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The prime contractor is allowed 30 days to correct the underpayments.

The employer is required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (e.g., payrolls #1 through #6; or a beginning date and ending date). The correction payroll must list:

Each employee to whom restitution is due and their work classification;

The total number of work hours;

The adjustment wage rate (the difference between the required wage rate and the wage rate paid);

The gross amount of restitution due;

Deductions; and

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The net amount to be paid.

A signed Statement of Compliance must be attached to the corrected payroll form and each employee who has received restitution should sign the corrected payroll as evidence of their receipt of the payments.

The grantee should review the correction payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed. Additional payments must be documented on a supplemental correction payroll within 30 days.

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. In these cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The grantee should continue to attempt to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers should be forwarded to HUD.

Additional information is available from HUD on disputes, withholding, deposits and escrow accounts including in the publication "Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects."

16.1.5 Documentation & Reporting Requirements

Documentation

Grantees must maintain documentation to demonstrate compliance with the labor standards requirements including, but not limited to:

- Bid and contract documents with the labor standards clause and wage decision;
- Payroll forms from the contractor and subcontractors, including signed statements of compliance;
- Documentation of on-site job interviews and review of the corresponding payroll to detect any discrepancies;
- Documentation of investigations and resolutions to issues that may have arisen (e.g., payments to workers for underpayments of wages or overtime); and
- Enforcement reports (see below for more information).

The labor standards compliance documents contain highly sensitive and confidential information. With the growing rise in identity theft and fraud, it is critical to carefully guard this sensitive information so that the person(s) for whom the information has been collected are not unduly exposed to financial or personal risk.

The standard compliance documents must be preserved and retained for a period of five years following the completion of work. Therefore, it is important to follow guidelines outlined in the Labor Relations Letter 2006-02 to minimize risk of improper and/or unnecessary disclosure, including:

- Keep sensitive materials secret at all times (in locked file cabinet, not left in areas accessible to the public);

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Do not include Social Security Numbers on documents and records unless it is absolutely necessary;

Do not disclose the identify of any informant unless it is necessary and only if authorized by the informant; and

Dispose of documents and records containing sensitive information responsibly.

Reporting

Grantees must report to the Department of Labor on all covered contracts awarded and on all enforcement actions taken each six months. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all of the Davis-Bacon construction activity.

The Semi-Annual Report form (HUD-4710) and instructions (HUD-4710i) are available on HUD's web site and HUDClips (<http://www.hudclips.org>).

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL](#)) website for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

State: Minnesota

Construction Types: Heavy and Highway

Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott and Washington Counties in Minnesota.

Heavy and Highway Construction Projects

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 14026 generally applies to the contract.◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 13658 generally applies to the contract.◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 06/07/2024

SAMN2023-096 11/20/2023

	Rates	Fringes
ARTICULATED HAULER.....	\$ 44.67	26.40
ASBESTOS ABATEMENT WORKER.....	\$ 39.86	24.11
BLASTER.....	\$ 22.08	6.87
BOILERMAKER.....	\$ 46.00	31.93
BOOM TRUCK.....	\$ 47.25	26.40
BRICKLAYER.....	\$ 48.51	25.76
CARPENTER.....	\$ 47.08	27.91
CEMENT MASON.....	\$ 48.57	24.22
ELECTRICIAN.....	\$ 52.00	32.80
FLAG PERSON.....	\$ 41.63	24.24
GROUND PERSON.....	\$ 35.60	18.92
HEATING AND FROST INSULATORS.....	\$ 47.10	24.40
IRONWORKER.....	\$ 46.00	34.11
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 41.63	24.24
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 30.04	21.16
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 41.63	24.24
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).....	\$ 30.04	21.16
LINEMAN.....	\$ 50.86	23.57
MILLWRIGHT.....	\$ 43.44	33.37
OFF-ROAD TRUCK.....	\$ 44.67	26.40
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND		

THE TAPING OF PAVEMENT MARKINGS).....	\$ 38.70	22.76
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.).....	\$ 32.04	21.96
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....	\$ 47.03	27.91
PIPEFITTER/STEAMFITTER.....	\$ 57.14	33.30
PIPELAYER (WATER, SEWER AND GAS).....	\$ 45.13	24.24
PLUMBER.....	\$ 52.60	31.10
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 2).....	\$ 45.61	26.40
HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB; DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; GRADER OR MOTOR PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED		
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 3).....	\$ 45.01	26.40
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER, STATIONARY PLANT; DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY); DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE, CRAWLER CRANE; TUGBOAT 100 H.P AND OVER		
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 4).....	\$ 44.67	26.40
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL; DUAL TRACTOR; ELEVATING GRADER; FORK LIFT OR STRADDLE CARRIER; FORK LIFT OR LUMBER STACKER; FRONT END, SKID STEER OVER 1 TO 5 C YD; GPS REMOTE OPERATING OF EQUIPMENT;		

HOIST ENGINEER (POWER); HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE; MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER PLANT ENGINEER, 100 KWH AND OVER; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; PUMPCRETE; RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, BULLDOZER; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING; TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER; TUB GRINDER, MORBARK, OR SIMILAR TYPE; WELL POINT DISMANTLING OR INSTALLATION

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 41.36 26.40
 AIR COMPRESSOR, 600 CFM OR OVER; BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); FRONT END, SKID STEER UP TO 1C YD; GUNITE GUNALL; HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED AUGER AND BORING MACHINE; POWER ACTUATED JACK; PUMP; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 40.02 26.40
 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; CONVEYOR; DREDGE DECK HAND; FIRE PERSON OR TANK CAR HEATER; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); GREASER (TRACTOR); LEVER PERSON; OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT); POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

SHEET METAL WORKER.....\$ 44.46 29.17

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).....\$ 41.63 24.24

TILE SETTER.....\$ 34.76 23.29

TRAFFIC CONTROL PERSON
 (TEMPORARY SIGNAGE).....\$ 41.63 24.24

TRUCK DRIVER (Group 1).....\$ 31.25 17.50
 MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING

MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

TRUCK DRIVER (Group 2).....\$ 34.70	21.76
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK	
TRUCK DRIVER (Group 3).....\$ 34.60	21.76
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS	
TRUCK DRIVER (Group 4).....\$ 37.54	21.76
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.	
Tunnel Miner.....\$ 43.13	24.24
UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....\$ 43.13	
24.24	
WIRING SYSTEM TECHNICIAN.....\$ 44.61	20.16
WIRING SYSTEMS INSTALLER.....\$ 31.25	16.34

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that

the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**SECTION 00 41 10R
BID FORM and GUARANTEE**

**2025 NEIGHBORHOOD PARKS IMPROVEMENTS PROJECT NO. 25-70912
CITY OF FRIDLEY, MINNESOTA**

Class of Work: Removals, Site Improvements and Restoration

Proposal of:

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Proposed unit pricing to be entered electronically through QuestCDN to furnish and deliver all materials and to do and perform all work, in accordance with the Contract Documents and Specifications, dated November 7, 2024, and any supplements on file in the office of the Director of Public Works and the "Special Provisions" contained herein for:

2025 NEIGHBORHOOD PARKS IMPROVEMENTS PROJECT INCLUDES THE FOLLOWING:

SCHEDULE OF ITEMS

SCHEDULE A: OAK HILL PARK

Item No	Description	Unit	Qty
1	MOBILIZATION	LUMP SUM	1
2	SAWING BITUMINOUS PAVEMENT	LIN FT	17
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	3
4	REMOVE SIDEWALK PAVEMENT	SQ YD	58
5	REMOVE CURB AND GUTTER	LIN FT	32
6	REMOVE FENCE	LIN FT	131
7	REMOVE LANDSCAPE EDGING PAVER	LIN FT	26
8	REMOVE PLAYGROUND CONTAINER CURB	LIN FT	202
9	REMOVE PLAYGROUND FILL - 1 FT DEPTH	CU YD	86
10	REMOVE PLAYGROUND EQUIPMENT	LUMP SUM	1
11	REMOVE TRASH RECEPTACLE	EACH	1
12	REMOVE BENCH	EACH	2
13	REMOVE SIGN	EACH	1
14	SALVAGE & REINSTALL CASTING	EACH	1
15	SITE GRADING	LUMP SUM	1
16	3" BITUMINOUS STREET PATCH W/ 6" CLASS 5 AGGREGATE	SQ YD	3
17	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	32
18	CONCRETE PLAY AREA CURB	LIN FT	200
19	CONCRETE MOW STRIP	LIN FT	105

20	4" CONCRETE WALK & PADS	SQ FT	1,137
21	TRUNCATED DOMES	SQ FT	12
22	RETAINING WALL	SQ FT	242
23	INSTALL OWNER-FURNISHED PARK SIGN	EACH	1
24	INSTALL OWNER-FURNISHED PICNIC TABLE	EACH	4
25	INSTALL OWNER-FURNISHED BIKE RACK	EACH	1
26	FENCE - ORNAMENTAL	LIN FT	230
27	ORANGE BARRIER FENCE	LIN FT	315
28	INLET PROTECTION	EACH	4
29	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	132
30	SITE RESTORATION	LUMP SUM	1

SCHEDULE B: JUBILEE PARK

Item No	Description	Unit	Qty
31	MOBILIZATION	LUMP SUM	1
32	SAWING BITUMINOUS PAVEMENT	LIN FT	13
33	REMOVE SIDEWALK PAVEMENT	SQ YD	66
34	REMOVE CURB AND GUTTER	LIN FT	13
35	REMOVE PLAYGROUND CONTAINER CURB	LIN FT	233
36	REMOVE PLAYGROUND FILL - 1 FT DEPTH	CU YD	126
37	REMOVE PLAYGROUND PIP SURFACE	SQ YD	16
38	REMOVE PLAYGROUND EQUIPMENT	LUMP SUM	1
39	REMOVE TRASH RECEPTACLE	EACH	1
40	REMOVE BENCH	EACH	2
41	SITE GRADING	LUMP SUM	1
42	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	13
43	CONCRETE PLAY AREA CURB	LIN FT	170
44	4" CONCRETE WALK & PADS	SQ FT	2,093
45	TRUNCATED DOMES	SQ FT	24
46	BASKETBALL COURT AND GOAL (COMPLETE)	LUMP SUM	1
47	RETAINING WALL	SQ FT	157
48	INSTALL OWNER-FURNISHED 16'X16' SHELTER INCL. FOOTINGS	LUMP SUM	1
49	INSTALL OWNER-FURNISHED PARK SIGN	EACH	1
50	INSTALL OWNER-FURNISHED PICNIC TABLE	EACH	2
51	INSTALL OWNER-FURNISHED BENCH	EACH	3
52	INSTALL OWNER-FURNISHED BIKE RACK	EACH	1
53	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	120
54	SITE RESTORATION	LUMP SUM	1

Basis of selection will be the lowest qualified Total Bid Amount. It is understood that the Owner reserves the right to reject any or all bids and to waive minor irregularities. It is also understood and agreed that this proposal may not be withdrawn within sixty (60) days after bid closing date. Receipt of the following addenda to the specifications is acknowledged.

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Enclosed herewith find bidder's bond in the amount of _____
_____ (\$ _____) being at least five
(5%) percent of the amount of the proposal, made payable to the City of Fridley as a proposal guarantee
which it is agreed by the undersigned will be forfeited in the event of the Form of Contract and Bond is
not executed, it being awarded to the undersigned:

This proposal date _____ day of _____, 2024.

Signed: _____, P. O. Address _____,

an individual, and

Signed: _____, P. O. Address _____,

a partnership.

Name Address

Name Address

Partners:

Name Address

Name Address

Signed: _____, for _____, a corporation,

incorporated under the laws of the State of _____.

Name of President Business Address

Corporate
Seal

Name of Secretary Business Address

Name of Treasurer Business Address

NOTE: Signature shall comply with 1206 of the Specifications.

GUARANTEE

To: City Manager and City Council

According to the advertisement of City of Fridley inviting proposals for the improvement of the water system hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the (Auditor/Clerk) of City of Fridley:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by City of Fridley; that we will provide a maintenance bond in accordance with the Contract.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to City of Fridley all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

WITNESS

CONTRACTOR

by

WITNESS

NAME (Title)

END OF SECTION 00 41 10R

**SECTION 00 43 93R
BID SUBMITTAL CHECKLIST**

PART 1- GENERAL

1.1 SCOPE

- A. This Section includes a checklist for all items to be submitted with the Contractors bid for the project.

1.2 Bid Submittal Checklist

The following must be executed and included with the bid submittal for the Contractor to be considered. A Bid missing any of the following items may be removed from consideration:

- A. A Completed Bid Form
- B. Acknowledgement of all Addendum
- C. Guarantee
- ~~D. Wage Rate—Employment Requirements Form~~
- E. Non-Collusion Affidavit
- F. List of Contractors/Subcontractors
- G. Responsible Contractor Verification and Certification of Compliance
- H. Bid Bond or Cashier's Check for five (5) percent of the bid amount

END OF SECTION 00 43 93R

SECTION 01 20 00R
PRICE AND PAYMENT PROCEDURES

PART 1- GENERAL

1.1 SCOPE

- A. This Section includes descriptions of the measurement and payment methods for each bid item including directing the Contractor which work items shall have their prices merged and which are incidental to the project. The Contractor shall coordinate material supply, material delivery/unloading, construction and inspection to assure efficient and orderly completion of the Work.

1.2 BID ITEMS

- A. Measurement and payment for the bid items are as follows:

1. Mobilization – Fridley General Specification SP-6
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, labor for movement to and from the project site, permits, bonds, contractor temporary facilities, and other miscellaneous items.
2. Sawing Bituminous Pavement – MnDOT Specification 2104
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor required to saw a neat, vertical, full-depth cut.
3. Remove Bituminous Pavement – Fridley General Specification ST-7
 - a. Basis of Measurement: By Square Yard
 - b. Basis of Payment: At the unit price per Square Yard
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, saw cutting, and labor for the removal and offsite disposal of bituminous pavement from the project site.
4. Remove Sidewalk Pavement – Fridley General Specification ST-7
 - a. Basis of Measurement: By Square Yard
 - b. Basis of Payment: At the unit price per Square Yard

- c. Includes: Unit price includes, but is not limited to, materials, equipment, saw cutting, and labor for the removal and offsite disposal of sidewalk pavement from the project site.

- 5. Remove Curb and Gutter – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, saw cutting, and labor for the removal and offsite disposal of concrete curb and gutter from the project site.

- 6. Remove Fence – Plans
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing 4' high chain link mesh, fasteners, ancillary hardware, posts, and footings from the project site. The holes from the footings to be backfilled with Class 5 material and compacted.

- 7. Remove Landscape Edging Pavers – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing landscape edging pavers. Unit price includes removal of the full height, and backfilling in preparation for site grading.

- 8. Remove Playground Container Curb – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing wood playground container curb. Unit price includes removal of the full height, and backfilling in preparation for site grading.

- 9. Remove Playground Fill – 1 FT Depth – Fridley General Specification ST-7
 - a. Basis of Measurement: By Cubic Yard
 - b. Basis of Payment: At the unit price per Cubic Yard
 - c. Includes: Unit price includes, but is not limited to, material, equipment, and labor required to excavate, load, and compact subgrade, fine grade, haul, and dispose offsite.

10. Remove Playground Equipment – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing playground equipment, fasteners, ancillary hardware, and footings from the project site. The holes from the footings to be backfilled with Class 5 material and compacted.

11. Remove Trash Receptacle – Fridley General Specification ST-7
 - a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing trash receptacle and concrete pad. Unit price includes removal and backfilling in preparation for site grading.

12. Remove Bench – Fridley General Specification ST-7
 - a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing bench and concrete pad. Unit price includes removal and backfilling in preparation for site grading.

13. Remove Sign – Fridley General Specification ST-7
 - a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing sign and posts.

14. Salvage & Reinstall Casting – Fridley General Specification ST-7 & ST-12
 - a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for salvaging the existing casting for re-use and reinstalling to match existing flowline. Concrete adjusting rings and mortar are incidental to bid item.

15. Site Grading – Plans
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor required to grade the project site in accordance to the plans and as directed by the Owner. This includes excavating, loading, offsite hauling, importing, compacting, and fine grading in preparation for the site improvements and restoration.

16. 3" Bituminous Street Patch w/ 6" Class 5 Aggregate – MnDOT Specification 2360
 - a. Basis of Measurement: By Square Yard
 - b. Basis of Payment: At the unit price per Square Yard
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of 3" bituminous street patch with 6" Class 5 Aggregate. Mix design to be Type SP 9.5 Wearing Course Mix (3,C).

17. Concrete Curb and Gutter Design B618 – MnDOT Specification 2531
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of concrete curb and gutter. The base preparation is incidental to this item. The Owner will measure the linear length along the face of the curb at the gutter line.

18. Concrete Play Area Curb – MnDOT Specification 2531 & Plans
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of concrete play area curb. The base preparation is incidental to this item. The Owner will measure the linear length along the top, center of the curb.

19. Concrete Mow Strip – MnDOT Specification 2531 & Plans
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of an unreinforced 4" thick by 12" wide concrete mow strip centered on the length of the ornamental fence as indicated in the plans. The base preparation is incidental to this item.

20. 4" Concrete Walk and Pads – MnDOT Specification 2521
 - a. Basis of Measurement: By Square Foot
 - b. Basis of Payment: At the unit price per Square Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for 4" concrete walk and pad. Sub grade and base preparation to be in accordance to the details in the plans. Base material is incidental to this item. Onsite material may be used at the direction of the Owner. Payment for concrete walk and pads at the Contract price per unit of measure is full compensation for cost to providing concrete walk and pads to the specified lines, grade and minimum thickness specified in the Plans, including but not limited to: forming, joint filler, furnishing and placing concrete, concrete compaction by vibration, concrete curing, and protecting the completed Work from damage.

21. Truncated Domes – MnDOT Specification 2521 and Plans
 - a. Basis of Measurement: By Square Foot
 - b. Basis of Payment: At the unit price per Square Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to furnish and install truncated domes.

22. Retaining Wall – Special Provision 32 32 23 Retaining Wall & Plans
 - a. Basis of Measurement: Square Foot
 - b. Basis of Payment: At the unit price per Square Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, sub grade preparation and base prep per manufacturer’s recommendation, and labor for a complete retaining wall system per the specifications and plans. Measurement shall be measured from the bottom of the block at the base to the top of the wall cap for the wall length.

23. Install Owner-Furnished Park Sign - Plans
 - a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished park monument sign and posts. The 6”x6” recycled plastic lumber posts to be direct-bury 36” below existing grade. The Contractor is responsible for attaching the sign to the posts (hardware to be provided by the Owner). Mounting brackets will be attached to the posts. Delivery to the site will be the responsibility of the Owner.

24. Install Owner-Furnished Picnic Table - Plans
 - a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished [Kay Park Recreation Model 4SPTGASM](#) picnic table. Contractor to supply 3/8” x 5” wedge anchors and bonded washers (4 each). Delivery to the site will be the responsibility of the Owner. The Contractor shall provide 24-hour notice on request for delivery.

25. Install Owner-Furnished Bike Rack - Plans
 - a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished HMF Innovations 5-Loop Bike Rack. Contractor to supply manufacturer recommended wedge anchors and bonded washers. Delivery to the site will be the responsibility of the Owner. The Contractor shall provide 24-hour notice on request for delivery.

26. Fence - Ornamental – Plans
 - a. Basis of Measurement: Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install 48" high Ameristar Montage Plus Majestic 3-rail ornamental fence (2-1/2" square posts, 48" high x 8' wide panels, flush top, pickets extend out the bottom, concrete set posts), or approved equal.

27. Orange Barrier Fence – Plans
 - a. Basis of Measurement: Lineal Foot installed, maintained and removed
 - b. Basis of Payment: At the unit price per Lineal Foot installed, maintained and removed
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, install, and maintain the barrier fence for the duration of the project as specified.

28. Inlet Protection – MnDOT Specification 2573
 - a. Basis of Measurement: By Each inlet protection installed, maintained and removed
 - b. Basis of Payment: At the unit price per Each inlet protection installed.
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, install, and maintain inlet protection for the duration of the project as specified.

29. Sediment Control Log Type Wood Fiber – MnDOT Specification 2573
 - a. Basis of Measurement: By Lineal Foot of sediment control log installed, maintained and removed
 - b. Basis of Payment: At the unit price per lineal foot of sediment control log installed, maintained and removed
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, install, and maintain sediment control log for the duration of the project as specified.

30. Site Restoration – Special Provision 32 92 00 Turf and Grasses
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, and install site restoration per Section 32 92 00 Turf and Grasses.

31. Mobilization – Fridley General Specification SP-6
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, labor for movement to and from the project site, permits, bonds, contractor temporary facilities, and other miscellaneous items.

32. Sawing Bituminous Pavement – MnDOT Specification 2104
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor required to saw a neat, vertical, full-depth cut.

33. Remove Sidewalk Pavement – Fridley General Specification ST-7
 - a. Basis of Measurement: By Square Yard
 - b. Basis of Payment: At the unit price per Square Yard
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, saw cutting, and labor for the removal and offsite disposal of sidewalk pavement from the project site.

34. Remove Curb and Gutter – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, saw cutting, and labor for the removal and offsite disposal of concrete curb and gutter from the project site.

35. Remove Playground Container Curb – Fridley General Specification ST-7
 - a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing wood playground container curb. Unit price includes removal of the full height, and backfilling in preparation for site grading.

36. Remove Playground Fill – 1 FT Depth – Fridley General Specification ST-7
 - a. Basis of Measurement: By Cubic Yard
 - b. Basis of Payment: At the unit price per Cubic Yard
 - c. Includes: Unit price includes, but is not limited to, material, equipment, and labor required to excavate, load, and compact subgrade, fine grade, haul, and dispose offsite.

37. Remove Playground PIP – Fridley General Specification ST-7
 - a. Basis of Measurement: By Square Yard
 - b. Basis of Payment: At the unit price per Square Yard
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing pour-in-place surfacing. Unit price includes removal of the full depth.

38. Remove Playground Equipment – Fridley General Specification ST-7
- a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing playground equipment, fasteners, ancillary hardware, and footings from the project site. The holes from the footings to be backfilled with Class 5 material and compacted.
39. Remove Trash Receptacle – Fridley General Specification ST-7
- a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing trash receptacle and concrete pad. Unit price includes removal and backfilling in preparation for site grading.
40. Remove Bench – Fridley General Specification ST-7
- a. Basis of Measurement: By Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for the removal and offsite disposal of the existing bench and concrete pad. Unit price includes removal and backfilling in preparation for site grading.
41. Site Grading – Plans
- a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor required to grade the project site in accordance to the plans and as directed by the Owner. This includes excavating, loading, offsite hauling, importing, compacting, and fine grading in preparation for the site improvements and restoration.
42. Concrete Curb and Gutter Design B618 – MnDOT Specification 2531
- a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of concrete curb and gutter. The base preparation is incidental to this item. The Owner will measure the linear length along the face of the curb at the gutter line.
43. Concrete Play Area Curb – MnDOT Specification 2531 & Plans
- a. Basis of Measurement: By Lineal Foot
 - b. Basis of Payment: At the unit price per Lineal Foot

- c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of concrete play area curb. The base preparation is incidental to this item. The Owner will measure the linear length along the top, center of the curb.

- 44. 4" Concrete Walk and Pads – MnDOT Specification 2521
 - a. Basis of Measurement: By Square Foot
 - b. Basis of Payment: At the unit price per Square Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for 4" concrete walk and pad. Sub grade and base preparation to be in accordance to the details in the plans. Base material is incidental to this item. Onsite material may be used at the direction of the Owner. Payment for concrete walk and pads at the Contract price per unit of measure is full compensation for cost to providing concrete walk and pads to the specified lines, grade and minimum thickness specified in the Plans, including but not limited to: forming, joint filler, furnishing and placing concrete, concrete compaction by vibration, concrete curing, and protecting the completed Work from damage.

- 45. Truncated Domes – MnDOT Specification 2521 and Plans
 - a. Basis of Measurement: By Square Foot
 - b. Basis of Payment: At the unit price per Square Foot
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to furnish and install truncated domes.

- 46. Basketball Court and Goal (Complete) – Plans
 - a. Basis of Measurement: Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor for basketball court (complete) per the plans and details. Sub grade and base preparation to be in accordance to the details in the plans. Export of excess material, grading, base materials, bituminous pavement, bituminous tack coat material, basketball court striping, four square striping and goal are incidental to this item. Onsite material may be used at the direction of the Owner.

- 47. Retaining Wall – Special Provision 32 32 23 Retaining Wall & Plans
 - a. Basis of Measurement: Lineal Feet
 - b. Basis of Payment: At the unit price per Lineal Feet
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, sub grade preparation and base prep per manufacturer's recommendation, site grading and labor for retaining wall per the specifications and plans. The Owner will measure the linear length along the base of the retaining wall.

- 48. Install Owner-Furnished 16'x16' Shelter Incl. Footings – Specification 00 31 21.16 & Plans
 - a. Basis of Measurement: Lump Sum

- b. Basis of Payment: At the unit price per Lump Sum
Includes: Unit price includes, but is not limited to, materials, equipment, and labor for installation of the owner-furnished shelter per the manufacturer's installation guide. The Contractor is responsible for hauling the shelter materials and fasteners from the Owner's facility located at 400 71st Avenue NE, Fridley, MN 55432 to the site. Loading the materials at the facility will be the Owner's responsibility. Unloading at the site will be the Contractor's responsibility.
49. Install Owner-Furnished Park Sign - Plans
- a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished park monument sign and posts. The 6"x6" recycled plastic lumber posts to be direct-bury 36" below existing grade. The Contractor is responsible for attaching the sign to the posts (hardware to be provided by the Owner). Mounting brackets will be attached to the posts. Delivery to the site will be the responsibility of the Owner.
50. Install Owner-Furnished Picnic Table - Plans
- a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished [Kay Park Recreation Model 4SPTGASM](#) picnic table. Contractor to supply 3/8" x 5" wedge anchors and bonded washers (4 each). Delivery to the site will be the responsibility of the Owner. The Contractor shall provide 24-hour notice on request for delivery.
51. Install Owner-Furnished Bench - Plans
- a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished [DuMor Bench 138-60PL](#) surface-mount bench. Contractor to supply 3/8" x 5" wedge anchors and bonded washers. Delivery to the site will be the responsibility of the Owner. The Contractor shall provide 24-hour notice on request for delivery.
52. Install Owner-Furnished Bike Rack - Plans
- a. Basis of Measurement: Each
 - b. Basis of Payment: At the unit price per Each
 - c. Includes: Unit price includes, but is not limited to, materials, equipment, and labor to install owner-furnished HMF Innovations 5-Loop Bike Rack. Contractor to supply manufacturer recommended wedge anchors and bonded washers. Delivery to the

site will be the responsibility of the Owner. The Contractor shall provide 24-hour notice on request for delivery.

53. Sediment Control Log Type Wood Fiber – MnDOT Specification 2573
 - a. Basis of Measurement: By Lineal Foot of sediment control log installed, maintained and removed
 - b. Basis of Payment: At the unit price per lineal foot of sediment control log installed, maintained and removed
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, install, and maintain sediment control log for the duration of the project as specified.

54. Site Restoration – Special Provision 32 92 00 Turf and Grasses
 - a. Basis of Measurement: By Lump Sum
 - b. Basis of Payment: At the unit price per Lump Sum
 - c. Includes: Unit price includes materials, equipment, and labor required to furnish, and install site restoration per Section 32 92 00 Turf and Grasses.

END OF SECTION 01 20 00R

CITY OF FRIDLEY CONSTRUCTION PLANS FOR 2025 NEIGHBORHOOD PARKS IMPROVEMENTS CITY PROJECT NO. 25-70912

OAK HILL AND JUBILEE
REMOVALS, GRADING, CONCRETE CURB & WALKWAYS, BITUMINOUS SPORT COURTS, FENCE, SITE AMENITIES, RESTORATION

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE
WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND
PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
GENERAL	
1	TITLE SHEET
2	LEGEND
3	GENERAL NOTES
4	STATEMENT OF ESTIMATED QUANTITIES
CIVIL	
5	OAK HILL - EXISTING CONDITIONS AND REMOVALS PLAN
6	OAK HILL - GRADING PLAN
7	OAK HILL - SITE PLAN
8	JUBILEE - EXISTING CONDITIONS AND REMOVALS PLAN
9	JUBILEE - GRADING PLAN
10	JUBILEE - SITE PLAN
11-13	ENLARGED PLANS AND DETAILS
14	STANDARD PLANS AND DETAIL PLATES

THIS PLAN SET CONTAINS 14 SHEETS.



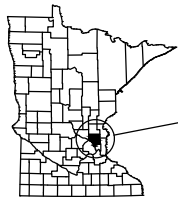
VICINITY MAP



PROJECT LOCATION: OAK HILL
5391 7TH STREET NE

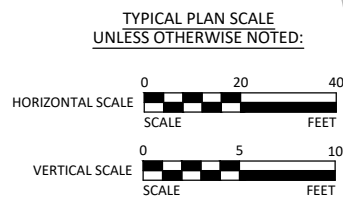
PROJECT LOCATION: JUBILEE
5334 5TH STREET NE

PROJECT LOCATION



CITY: FRIDLEY
COUNTY: ANOKA
DISTRICT: METRO

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



PROJECT DATUM		RECORD DRAWING INFORMATION	
HORIZONTAL:	ANOKA COUNTY (2011)	OBSERVER:	
VERTICAL:	NAVD88	CONTRACTOR:	
		DATE:	

Brandon Brodhag

Brandon J. Brodhag, P.E.
Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 11/07/2024 License Number 59297



7071 University Avenue NE
Fridley, MN 55432

DESIGNED	NO.	ISSUED FOR	DATE
NRS			
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CLIENT PROJ. NO.			

NEIGHBORHOOD PARKS IMPROVEMENTS
PROJECT NO. 25-70912
TITLE SHEET

SHEET
1
OF
14

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VENT PIPE
	GRILL		WATER SPIGOT
	GUY WIRE ANCHOR		WELL
	HANDHOLE		WETLAND DELINEATED MARKER
	HANDICAP SPACE		WETLAND
	IRRIGATION SPRINKLER HEAD		WET WELL
	IRRIGATION VALVE BOX		YARD HYDRANT
	LIFT STATION CONTROL PANEL		
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

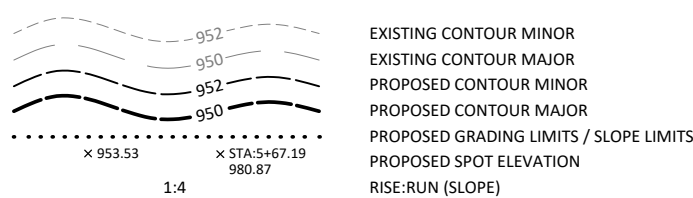
EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION



HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

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	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HOPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

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Brandon Brodhag
BRANDON J. BRODHAG
LIC. NO. 59297 DATE 11/07/2024



7071 University Avenue NE
Fridley, MN 55432

DESIGNED	NRS	NO.	ISSUED FOR	DATE
DRAWN	JBQ			
CHECKED	BJB			
CLIENT PROJ. NO.				

NEIGHBORHOOD PARKS IMPROVEMENTS

PROJECT NO. 25-70912

LEGEND

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14

CONTRACT ADMINISTRATION

- The Contractor shall notify the engineer in writing 48 hours prior to commencing work on any project item. Notification shall be given per project and per item.
- The Contractor shall provide names and contact information of the Project Manager, Superintendent and Twenty-four Hour Emergency Response contact assigned to the project prior to commencing work.
- The Superintendent shall be on site during all utility installation, reclaim, and paving operations.
- If the Superintendent leaves the site, The Contractor shall designate a responsible representative capable of being on site within one-hour, contact information of the representative shall be provided to the Inspector 48 hours prior to Superintendent leaving site.
- A Project Schedule showing project phasing, intermediate project deadlines, anticipated substantial completion and final completion shall be submitted by the Contractor at the Pre-Construction meeting.
- The Project Manager and Superintendent shall schedule and attend a meeting once a week in the office of the City Engineer to discuss project schedule, progress, and issues.
- A report of work completed the previous week, work scheduled to be completed the current week, and any change to the overall schedule or cost shall be submitted at each weekly project meeting. See Specifications.
- All work shall conform with local ordinances, laws and rules.

PROJECT REPRESENTATIVE: NIC SCHMIDT, Engineering 763-572-3556

HOURS OF OPERATION

- Hours of work are limited to 7:00 am to 7:00 pm Monday through Friday, and 9:00 am to 7:00 pm on Saturdays, unless otherwise approved by the Engineer.

UTILITIES

- The subsurface utility information in this plan is Utility Level "D". This Utility level was determined according to the guidelines of CI/ASCE 38-02, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".
- The contractor is responsible for locating and protecting all existing utilities. The Contractor shall arrange locates with Gopher State One Call prior to the start of any excavation. Below are contacts for the major utilities related to this project:

a. Gopher State One Call	800-252-1166	Emergency Call 811
b. Centerpoint Energy	612-321-5502	Emergency 888-944-4564
c. Xcel Energy	612-630-4568	Emergency 800-895-1999
d. Century Link	612-998-1920	
- In the event of an emergency related to utilities on the project Call 811. In the event of an accident or personal injury Call 911. Upon control of the emergency situation, the contractor shall contact the City within one hour of the incident. A full detailed incident report must be submitted to the Project Engineer within seven (7) days of the event.

CITY OWNED WATER

- No water service shut-downs will be allowed for longer than 96 hours unless approved by the Engineer. See Specifications.
- Water service shut down requests must be submitted in writing 72 hours before the planned shutdown.
- Water will be available from a hydrant identified by the Engineer for the project. A meter is available through the City of Fridley and a security deposit will be submitted by the Contractor. See Specifications.

STAGING

- The City will assist in identifying potential staging sites upon request, the Contractor shall be responsible to negotiate the use of these areas. See Specifications.
- The Contractor is responsible to propose a staging area for the work. No additional storage of equipment or materials will be allowed outside of city Right of Way.

NON-CITY OWNED FACILITIES

- All non-City of Fridley manhole castings must be salvaged and replaced. Castings shall be adjusted to match the final road surface prior to paving the bituminous wear course.
- Metropolitan Council may provide new castings for the MCEs manhole structures. If new castings are not available at the time of paving, the existing castings will be replaced on each structure.

RESIDENTIAL NOTICES & SERVICES

- The City will notify the residents of the start of work, and final completion. Coordination of all other notifications is the responsibility of the Contractor. See Specifications.
- The Contractor shall notify residents, and City of Fridley Water Department, of water shut-offs or installation of temporary water service for their property at least 72 hours before the shut-down.
- The Contractor shall notify the residents of work scheduled in each phase of the project.
- Prior to starting work on a block, the Contractor shall hand deliver a notice to each property stating the starting date of the work, the dates of closure of the street, the planned date for paving, and expected date of final completion in that area.
- Any work that will prevent residents from reaching their driveway requires a minimum of 72 hours notice before the work begins.
- If the contractor is to do any work outside of City Right of Way, the Contractor must obtain a written agreement with the property owner and submit agreement to The Engineer prior to the start of the work.
- The Contractor shall provide access for mail delivery, garbage collection, and bus service. Any time this access will not be available, the Contractor will provide temporary facilities, and insure service to the residents.

- If access to garbage and recycling trucks will not be available to an area, the Contractor shall move all waste containers to the nearest end of block before 7:00am, and return them to the respective property before the end of the day.
- The Contractor will notify The Engineer immediately and respond to Resident complaints within one (1) hour of notification of the complaint. This will include access issues, damage to property, interruption of service, general questions, or others.

LANDSCAPING, TOPSOIL, EROSION CONTROL

- The Contractor is responsible for protecting all trees and landscaping in the limits of construction, and of adjacent properties. Protection of landscaping shall be incidental to the work.
- Any tree adjacent to the work requiring trimming to prevent damage to the tree will be done prior to the work, and will be incidental to the work.
- All inlet protection and silt fence must be in place prior to the start of the work.
- Restoration of all boulevards and other project areas must be completed within 7 days of cessation of work in the area, and prior to paving the wear course bituminous surface.

TRAFFIC CONTROL

- The Contractor shall prepare a traffic control plan showing all signage for the project and detours required as a part of the project. The traffic control plan must be approved by the Engineer prior to any work in the project area.
- The Contractor will be responsible for maintaining all traffic control during the project, and will be required to make changes if required.
- All traffic control signage shall be removed within seven (7) days of completion of paving. See Specifications.

CONSTRUCTION STAKING

- Staking - The Agency will provide one set of construction stakes for utilities and curb at the discretion of the Engineer.
- The Contractor must request staking a minimum of 48 hours in advance.
- The Contractor will be responsible for protection of the stakes, and any re-staking if needed. See Specifications.



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Brandon Brodhag
 BRANDON J. BRODHAG
 LIC. NO. 59297 DATE 11/07/2024



7071 University Avenue NE
 Fridley, MN 55432

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NEIGHBORHOOD PARKS IMPROVEMENTS
 PROJECT NO. 25-70912
 GENERAL NOTES

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SEQ.	DESCRIPTION	UNITS	QTY
SCHEDULE A - OAK HILL PARK			
1	MOBILIZATION	LUMP SUM	1
2	SAWING BITUMINOUS PAVEMENT	LIN FT	17
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	3
4	REMOVE SIDEWALK PAVEMENT	SQ YD	58
5	REMOVE CURB AND GUTTER	LIN FT	32
6	REMOVE FENCE	LIN FT	131
7	REMOVE LANDSCAPE EDGING PAVER	LIN FT	26
8	REMOVE PLAYGROUND CONTAINER CURB	LIN FT	202
9	REMOVE PLAYGROUND FILL - 1 FT DEPTH	CU YD	86
10	REMOVE PLAYGROUND EQUIPMENT	LUMP SUM	1
11	REMOVE TRASH RECEPTACLE	EACH	1
12	REMOVE BENCH	EACH	2
13	REMOVE SIGN	EACH	1
15	SALVAGE & REINSTALL CASTING	EACH	1
14	SITE GRADING	LUMP SUM	1
16	3" BITUMINOUS STREET PATCH W/ 6" CLASS 5 AGGREGATE	SQ YD	3
17	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	32
18	CONCRETE PLAY AREA CURB	LIN FT	200
19	CONCRETE MOW STRIP	LIN FT	105
20	4" CONCRETE WALK & PADS	SQ FT	1,137
21	TRUNCATED DOMES	SQ FT	12
22	RETAINING WALL	SQ FT	242
23	INSTALL OWNER-FURNISHED PARK SIGN	EACH	1
24	INSTALL OWNER-FURNISHED PICNIC TABLE	EACH	4
25	INSTALL OWNER-FURNISHED BIKE RACK	EACH	1
26	FENCE - ORNAMENTAL	LIN FT	230
27	ORANGE BARRIER FENCE	LIN FT	315
28	INLET PROTECTION	EACH	4
29	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	132
30	SITE RESTORATION	LUMP SUM	1

SEQ.	DESCRIPTION	UNITS	QTY
SCHEDULE B - JUBILEE PARK			
31	MOBILIZATION	LUMP SUM	1
32	SAWING BITUMINOUS PAVEMENT	LIN FT	13
33	REMOVE SIDEWALK PAVEMENT	SQ YD	66
34	REMOVE CURB AND GUTTER	LIN FT	13
35	REMOVE PLAYGROUND CONTAINER CURB	LIN FT	233
36	REMOVE PLAYGROUND FILL - 1 FT DEPTH	CU YD	126
37	REMOVE PLAYGROUND PIP SURFACE	SQ YD	16
38	REMOVE PLAYGROUND EQUIPMENT	LUMP SUM	1
39	REMOVE TRASH RECEPTACLE	EACH	1
40	REMOVE BENCH	EACH	2
41	SITE GRADING	LUMP SUM	1
42	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	13
43	CONCRETE PLAY AREA CURB	LIN FT	170
44	4" CONCRETE WALK & PADS	SQ FT	2,093
45	TRUNCATED DOMES	SQ FT	24
46	BASKETBALL COURT AND GOAL (COMPLETE)	LUMP SUM	1
47	RETAINING WALL	SQ FT	157
48	INSTALL OWNER-FURNISHED 16'X16' SHELTER INCL. FOOTINGS	LUMP SUM	1
49	INSTALL OWNER-FURNISHED PARK SIGN	EACH	1
50	INSTALL OWNER-FURNISHED PICNIC TABLE	EACH	2
51	INSTALL OWNER-FURNISHED BENCH	EACH	3
52	INSTALL OWNER-FURNISHED BIKE RACK	EACH	1
53	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	120
54	SITE RESTORATION	LUMP SUM	1

1

BASIS FOR ESTIMATED QUANTITIES

A

BID ITEM	BASIS
TYPE SP WEARING & NON-WEARING COURSE MIX	113 LBS/SQ/IN
AGGREGATE BASE CLASS 5	105 LBS/SQ/IN
HYDRAULIC BONDED FIBER MATRIX	3500 LBS/ACRE
FERTILIZER TYPE 3	300 LBS/ACRE
SEED MIX 35-241	55 LBS/ACRE
SEED MIX 25-151	180 LBS/ACRE



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Brandon J. Brodhag
 BRANDON J. BRODHAG
 LIC. NO. 59297 DATE 11/07/2024



7071 University Avenue NE
 Fridley, MN 55432





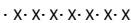


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NEIGHBORHOOD PARKS IMPROVEMENTS
 PROJECT NO. 25-70912
 STATEMENT OF ESTIMATED QUANTITIES

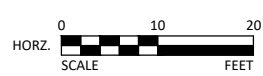
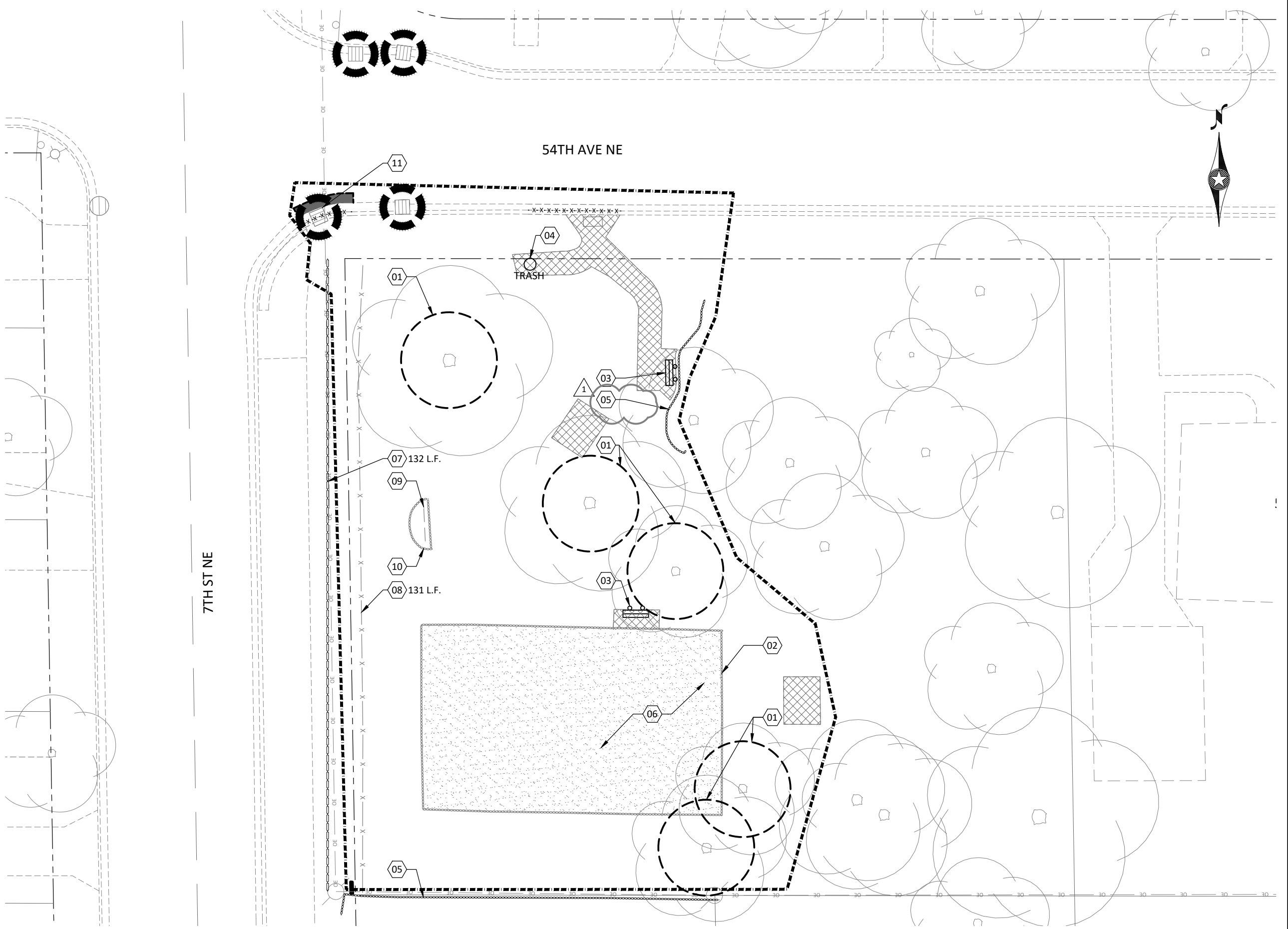
KEYNOTES

- 01 PROTECT TREES - PROVIDE 20'Ø ORANGE SAFETY FENCE AT TREES SHOWN.
- 02 REMOVE EXISTING PLAYGROUND CONTAINER CURB
- 03 REMOVE EXISTING BENCH
- 04 REMOVE EXISTING TRASH RECEPTACLE
- 05 EXISTING RETAINING WALL TO REMAIN. PROTECT IN PLACE.
- 06 REMOVE EXISTING PLAYGROUND EQUIPMENT
- 07 INSTALL SEDIMENT CONTROL LOG (TYPE WOOD CHIP). APPROXIMATE LENGTH AS NOTED. MAINTAIN THROUGHOUT CONSTRUCTION.
- 08 REMOVE EXISTING FENCE. APPROXIMATE LENGTH AS NOTED.
- 09 REMOVE EXISTING PARK SIGNAGE
- 10 REMOVE EXISTING LANDSCAPING AND LANDSCAPE EDGING PAVERS AT PARK SIGN LOCATION
- 11 SALVAGE CASTING AND RETAIN FOR REINSTALLATION IN SAME LOCATION

LEGEND

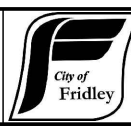
-  REMOVE 4" CONCRETE SIDEWALK/PADS
-  REMOVE SAND
-  REMOVE BITUMINOUS (FULL DEPTH) AS REQUIRED FOR CURB REMOVAL
-  STORM DRAIN INLET PROTECTION
-  REMOVE CONCRETE CURB & GUTTER
-  SEDIMENT CONTROL LOG TYPE WOOD CHIP
-  CONSTRUCTION LIMITS

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Brandon Brodhag
 BRANDON J. BRODHAG
 LIC. NO. 59297 DATE 11/07/2024



7071 University Avenue NE
 Fridley, MN 55432

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NEIGHBORHOOD PARKS IMPROVEMENTS: OAK HILL
 PROJECT NO. 25-70912
 EXISTING CONDITIONS AND REMOVALS PLAN

KEYNOTES

- 01 CONCRETE CONTAINER CURB - SEE SHEET 12
- 02 PLAY SURFACES AND EQUIPMENT (BY OTHERS)
- 03 EXISTING RETAINING WALL. PROTECT IN PLACE
- 04 RETAINING WALL - SEE SHEET 13
- 05 EXISTING OVERHEAD POWER LINES
- 06 PROTECT TREES - PROVIDE 20' Ø ORANGE SAFETY FENCE AT TREES SHOWN.

EARTHWORK

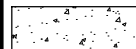

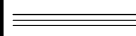








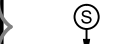

QUANTITIES BELOW TO BE USED FOR "SITE GRADING" BID ITEM:

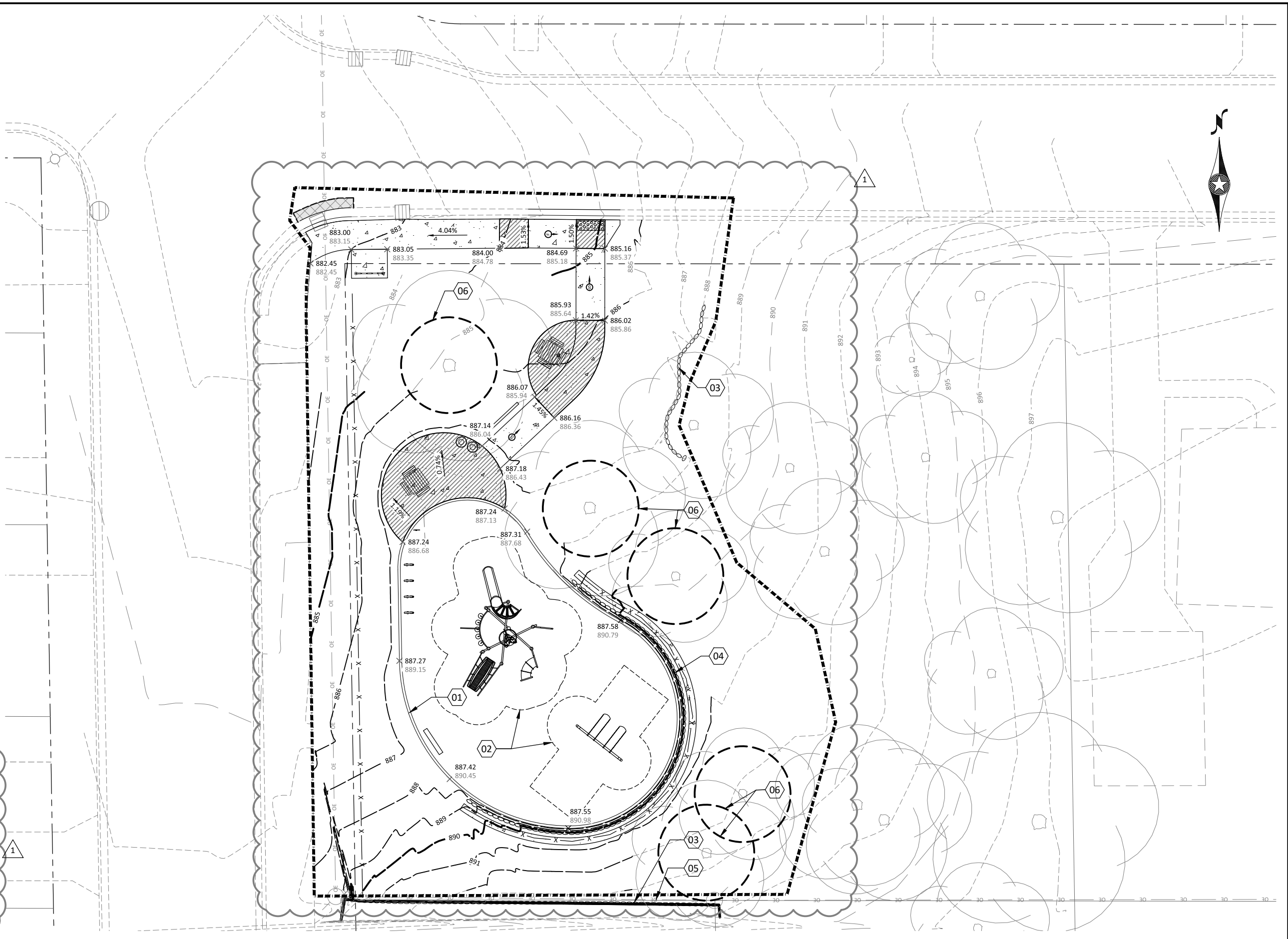
ESTIMATED CUT = 376 CY

ESTIMATED FILL = 50 CY

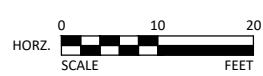
NOTE: QUANTITIES ABOVE DO NOT INCLUDE "REMOVE PLAYGROUND FILL - 1 FOOT DEPTH" BID ITEM

LEGEND

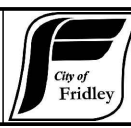
-  CONCRETE SIDEWALK/PAD
-  BITUMINOUS PATCH - MATCH ADJACENT BASE AND PAVEMENT COURSING
-  CONCRETE CURB & GUTTER
-  CONSTRUCTION LIMITS
-  EXISTING CONTOUR MINOR
-  EXISTING CONTOUR MAJOR
-  PROPOSED CONTOUR MINOR
-  PROPOSED CONTOUR MAJOR
-  x 953.53 PROPOSED SPOT ELEVATION
-  x 952.36 EXISTING SPOT ELEVATION
-  LANDING AREA - 4' X 4' MIN. DIMENSION & MAX 2.0% SLOPE IN ALL DIRECTIONS
-  INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
-  INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% & LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%



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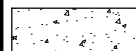

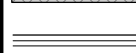

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NEIGHBORHOOD PARKS IMPROVEMENTS: OAK HILL
PROJECT NO. 25-70912
GRADING PLAN

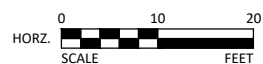
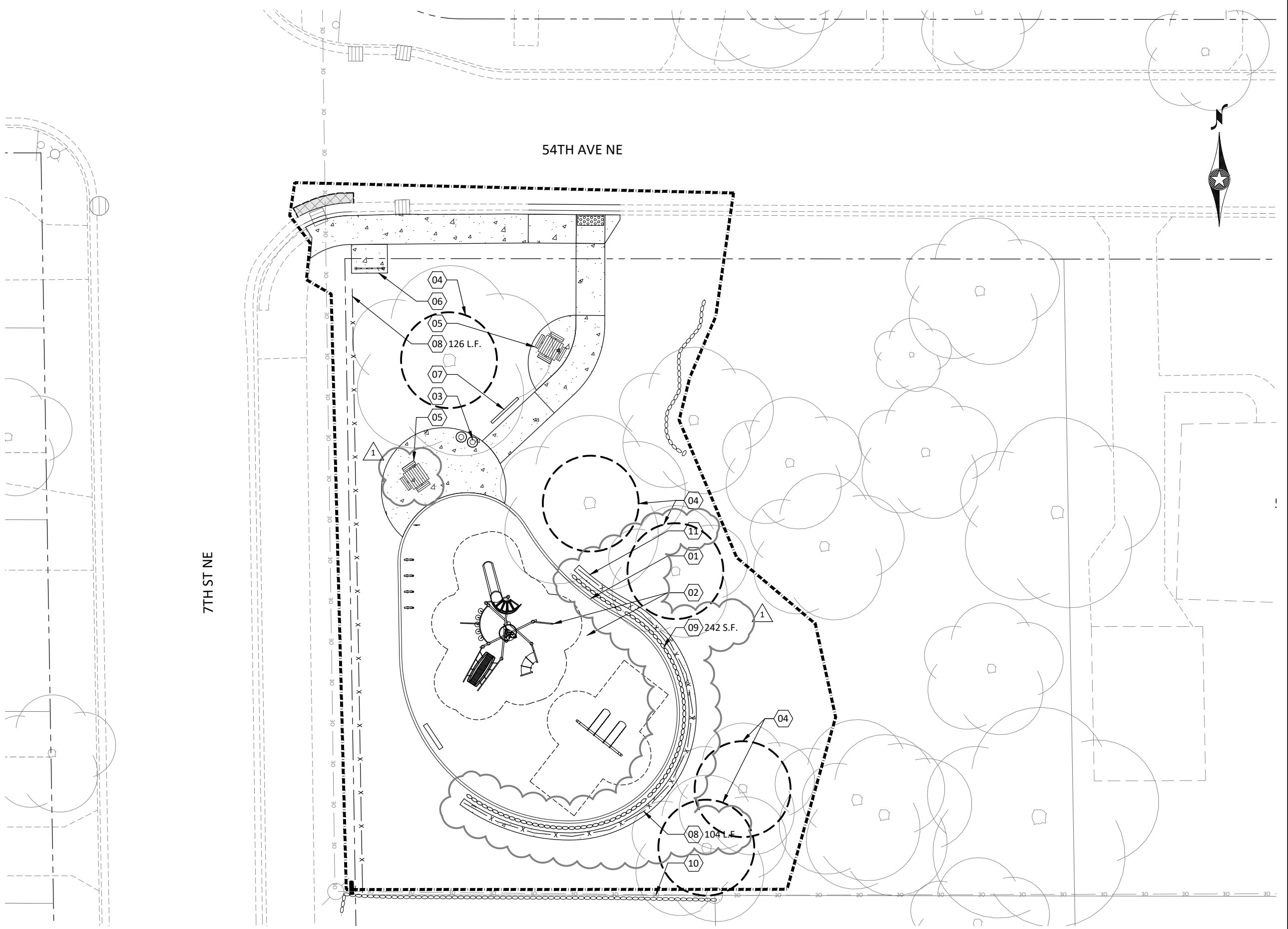
KEYNOTES

- 01 CONCRETE CONTAINER CURB - SEE SHEET 12
- 02 PLAY SURFACES AND EQUIPMENT (BY OTHERS)
- 03 TRASH/RECYCLING
- 04 PROTECT TREES - PROVIDE 20'Ø ORANGE SAFETY FENCE AT TREES SHOWN.
- 05 INSTALL OWNER FURNISHED PICNIC TABLE
- 06 INSTALL OWNER FURNISHED BIKE RACK
- 07 INSTALL OWNER FURNISHED SIGNAGE WITH POSTS (7'-6" WIDE W/ 6" POSTS) DIRECT BURY 3'-0" DEEP
- 08 ORNAMENTAL FENCING (LENGTH AS NOTED)
- 09 RETAINING/SEATING WALL (AREA AS NOTED) - SEE SHEET 13
- 10 EXISTING OVERHEAD POWER LINES
- 11 CONCRETE MOW STRIP - 18" WIDE. SEE SHEET 13

LEGEND

-  CONCRETE SIDEWALK/PAD
-  BITUMINOUS PATCH - MATCH ADJACENT BASE AND PAVEMENT COURSING
-  CONCRETE CURB & GUTTER
-  CONSTRUCTION LIMITS

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NEIGHBORHOOD PARKS IMPROVEMENTS: OAK HILL

PROJECT NO. 25-70912

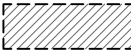


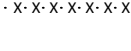
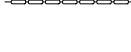

SITE PLAN

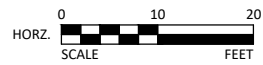
SHEET
7
OF
14

KEYNOTES

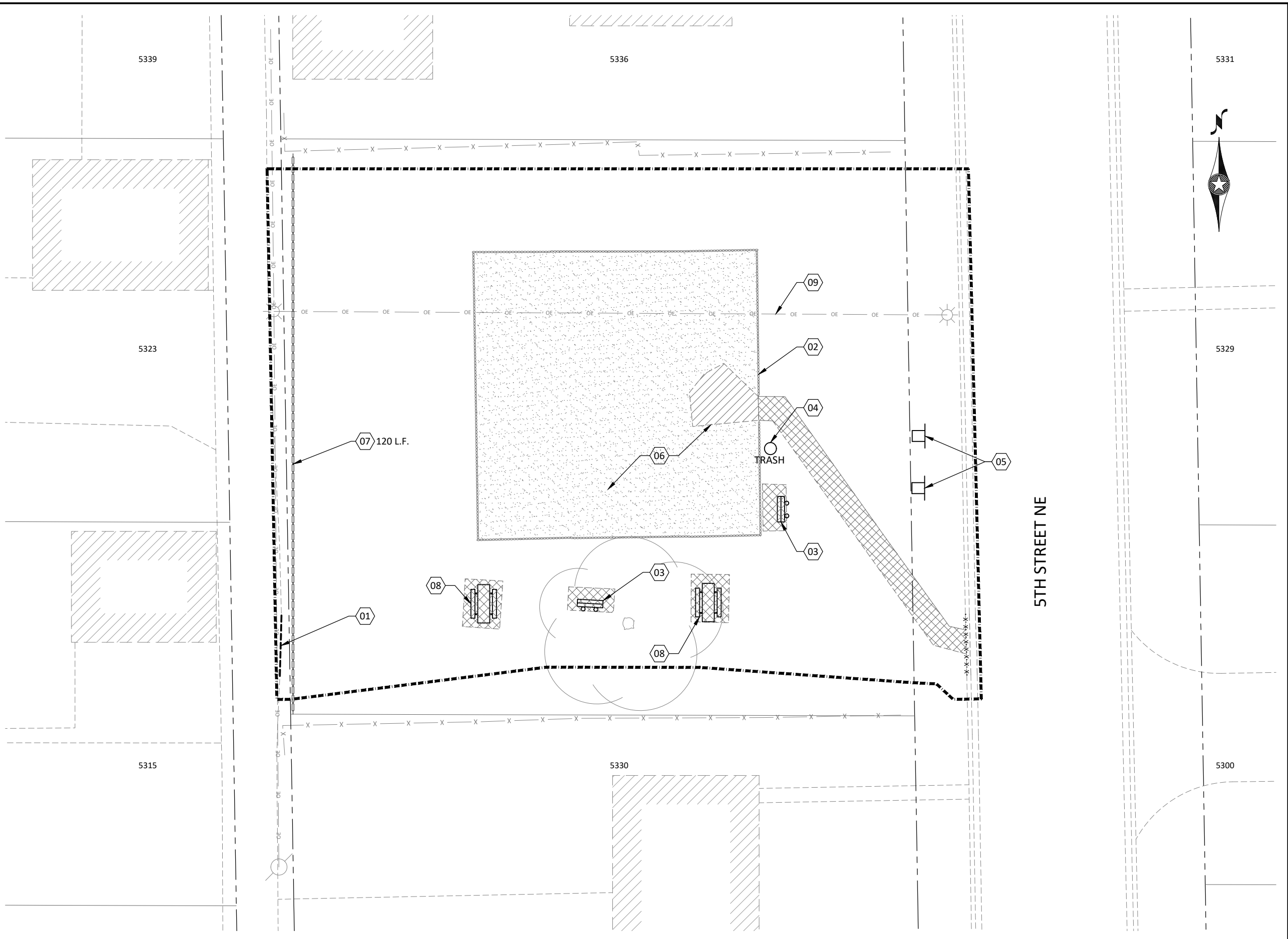
- 01 SAWCUT BITUMINOUS AT LOCATION OF NEW SIDEWALK CONNECTION.
- 02 REMOVE EXISTING PLAYGROUND CONTAINER CURB
- 03 REMOVE EXISTING BENCH
- 04 REMOVE EXISTING TRASH RECEPTACLE
- 05 EXISTING SIGNS AND POSTS TO BE REMOVED BY OTHERS.
- 06 REMOVE EXISTING PLAYGROUND EQUIPMENT
- 07 INSTALL SEDIMENT CONTROL LOG (TYPE WOOD CHIP). APPROXIMATE LENGTH AS NOTED. MAINTAIN THROUGHOUT CONSTRUCTION.
- 08 PICNIC TABLE TO BE REMOVED BY OTHERS
- 09 EXISTING OVERHEAD POWER LINES.

LEGEND

-  REMOVE PIP RUBBER
-  REMOVE 4" CONCRETE SIDEWALK/PADS
-  REMOVE SAND
-  REMOVE CONCRETE CURB & GUTTER
-  SEDIMENT CONTROL LOG TYPE WOOD CHIP
-  CONSTRUCTION LIMITS

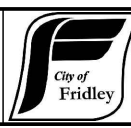


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NEIGHBORHOOD PARKS IMPROVEMENTS: JUBILEE
 PROJECT NO. 25-70912
 EXISTING CONDITIONS AND REMOVALS PLAN

KEYNOTES

- 01 CONCRETE CONTAINER CURB - SEE SHEET 12
- 02 PLAY SURFACES AND EQUIPMENT (BY OTHERS)
- 03 RETAINING/SEATING WALL - SEE SHEET 13
- 04 EXISTING OVERHEAD POWER LINES

EARTHWORK

QUANTITIES BELOW TO BE USED FOR "SITE GRADING" BID ITEM:

ESTIMATED CUT = 228 CY
ESTIMATED FILL = 60 CY

NOTE: QUANTITIES ABOVE DO NOT INCLUDE
 • "REMOVE PLAYGROUND FILL - 1 FOOT DEPTH" BID ITEM
 • CUT OR FILL MATERIAL AS REQUIRED FOR CONSTRUCTION OF THE "BASKETBALL COURT AND GOAL (COMPLETE)" BID ITEM

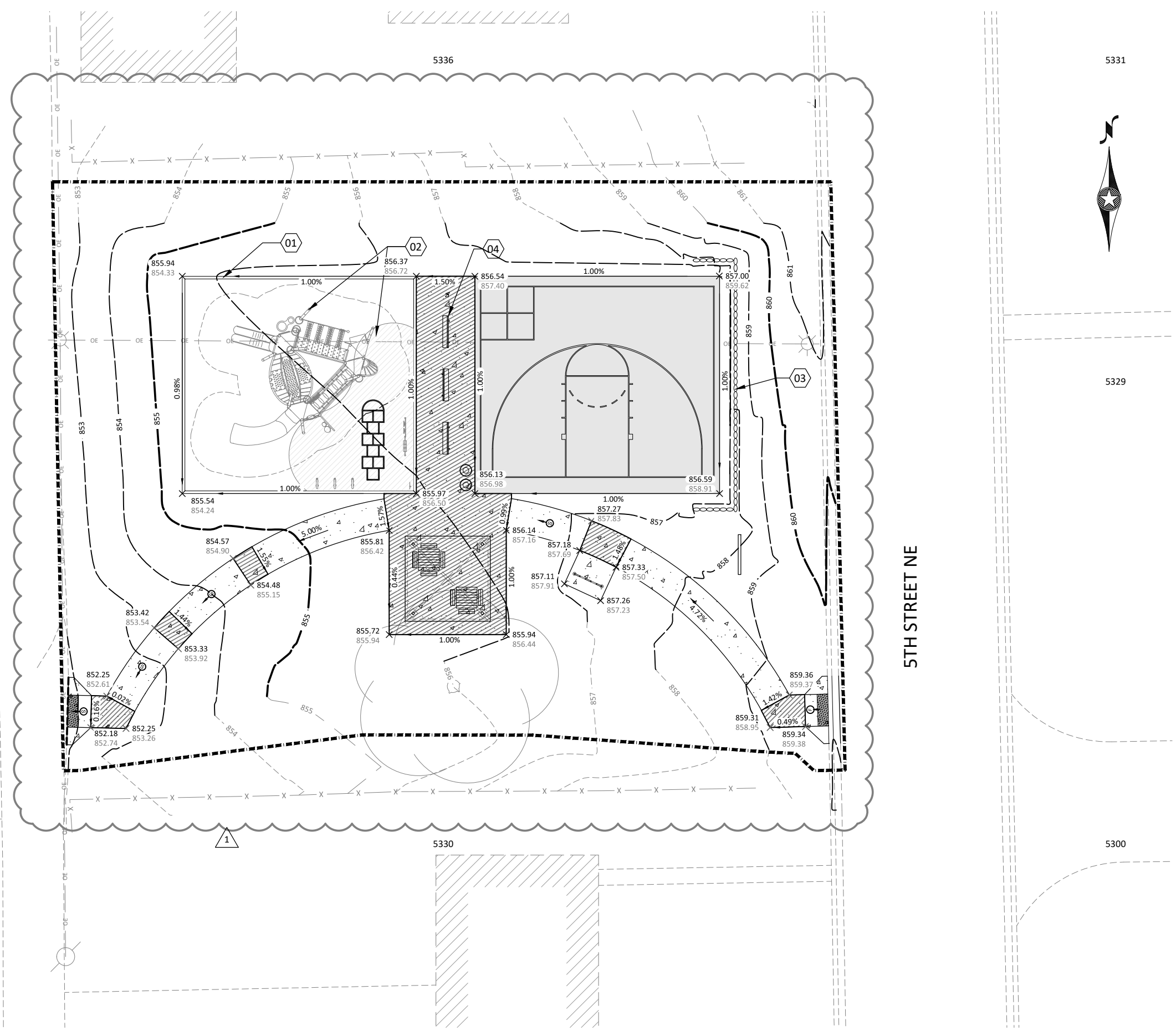
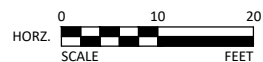
LEGEND

- CONCRETE SIDEWALK/PAD
- BASKETBALL COURT SEE SHEET 11
- PIP RUBBER (BY OTHERS)
- BITUMINOUS PATCH - MATCH ADJACENT BASE AND PAVEMENT CURSING
- CONCRETE CURB & GUTTER
- CONSTRUCTION LIMITS
- 952 EXISTING CONTOUR MINOR
- 950 EXISTING CONTOUR MAJOR
- 952 PROPOSED CONTOUR MINOR
- 950 PROPOSED CONTOUR MAJOR
- x 953.53 PROPOSED SPOT ELEVATION
- x 952.36 EXISTING SPOT ELEVATION

LANDING AREA - 4' X 4' MIN. DIMENSION & MAX 2.0% SLOPE IN ALL DIRECTIONS

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

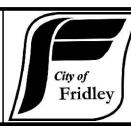
INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% & LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%



5TH STREET NE



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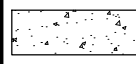
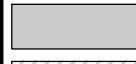




NEIGHBORHOOD PARKS IMPROVEMENTS: JUBILEE
 PROJECT NO. 25-70912
 GRADING PLAN

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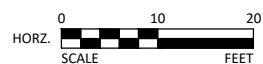
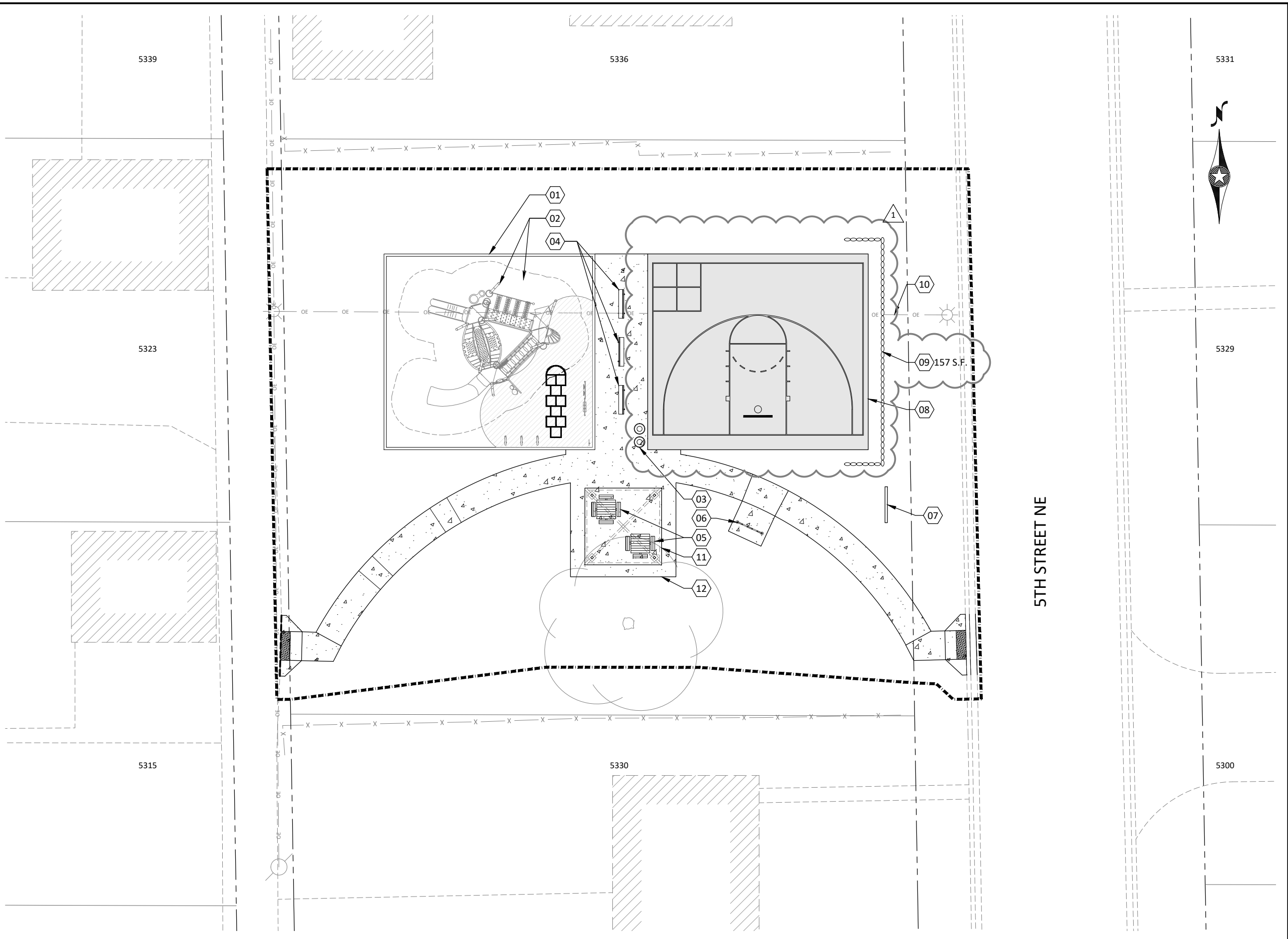
KEYNOTES

- 01 CONCRETE CONTAINER CURB - SEE SHEET 12
- 02 PLAY SURFACES AND EQUIPMENT (BY OTHERS)
- 03 TRASH/RECYCLING
- 04 INSTALL OWNER FURNISHED BENCH
- 05 INSTALL OWNER FURNISHED PICNIC TABLE
- 06 INSTALL OWNER FURNISHED BIKE RACK
- 07 INSTALL OWNER FURNISHED SIGNAGE WITH POSTS (7'-6" WIDE W/ 6" POSTS) DIRECT BURY 3'-0" DEEP
- 08 BASKETBALL COURT - SEE SHEET 11
- 09 RETAINING/SEATING WALL (AREA AS NOTED) - SEE SHEET 13
- 10 EXISTING OVERHEAD POWER LINES
- 11 INSTALL OWNER FURNISHED 16' X 16' SHELTER
- 12 CONCRETE PAD WITH FOOTINGS AS REQUIRED FOR SHELTER INSTALLATION - SEE SHEET 12

LEGEND

-  CONCRETE SIDEWALK/PAD
-  BASKETBALL COURT SEE SHEET 11
-  PIP RUBBER (BY OTHERS)
-  BITUMINOUS PATCH - MATCH ADJACENT BASE AND PAVEMENT COURSING
-  CONCRETE CURB & GUTTER
-  CONSTRUCTION LIMITS

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Brandon Brodhag
 BRANDON J. BRODHAG
 LIC. NO. 59297 DATE 11/07/2024



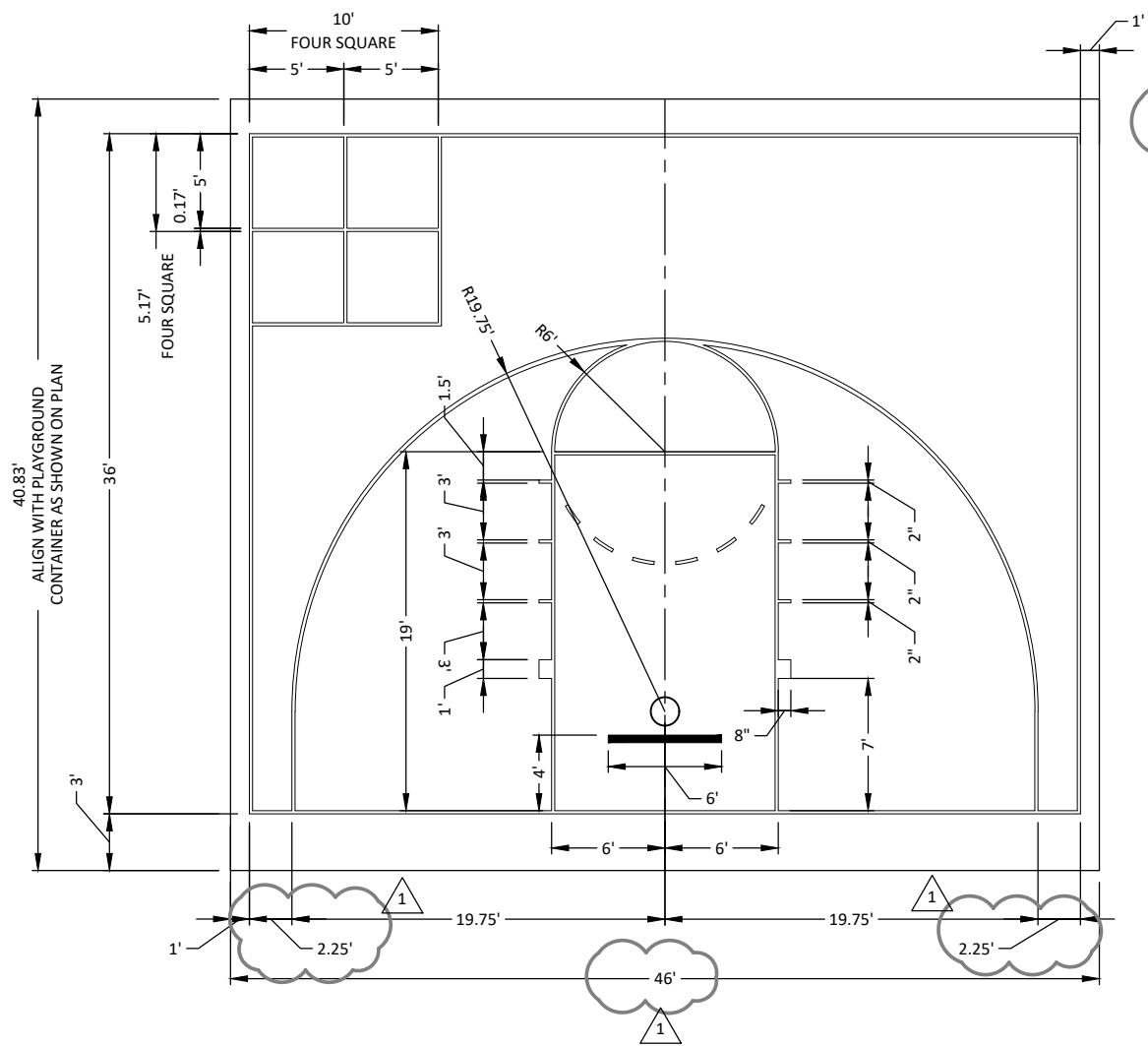
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NEIGHBORHOOD PARKS IMPROVEMENTS: JUBILEE
 PROJECT NO. 25-70912
 SITE PLAN

SHEET
 10
 OF
 14

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NOTES:
SEE SHEET 12 FOR COURT PAVEMENT DETAIL

DIMENSIONS FOR BASKETBALL COURT LAYOUT ARE FROM OUTSIDE TO OUTSIDE OF THE LINES, UNLESS INDICATED OTHERWISE, WITH THE EXCEPTION OF THE DIMENSIONS TO THE COURT CENTERLINES WHICH ARE MEASURED OUTSIDE TO CENTER. LINES SHALL BE 2" WIDE WHITE PAINT (TWO COATES) OF NON-REFLECTIVE PAINT CONFORMING TO STANDARD SPECIFICATIONS FOR SPORTS COURT (TYP)

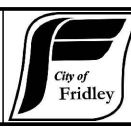
FURNISH AND INSTALL BASKETBALL GOALS COMPLETE, INCLUDING CONCRETE FOOTINGS AND ALL ATTACHMENTS. TOP OF CONCRETE FOOTING TO BE FLUSH WITH TOP OF ASPHALT SURFACE. FOOTINGS SHALL BE 24" DIA. X 60" DEEP (MIN). OR GREATER, IF REQUIRED BY VENDORS STANDARD RELATE TO BACKBOARD. CONTRACTOR MUST OFFSET FOOTING LOCATION ACCORDINGLY BASED ON SPECIFIC PRODUCT MANUFACTURER'S DATA.

GOAL(S) SHALL BE NON-ADJUSTABLE HEAVY DUTY BASKETBALL OUTFIT WITH CONCRETE FOOTING (INSTALL PER MANUFACTURER'S SPECIFICATIONS). RIM SHALL BE SET AT 8'-0" ABOVE FINISHED COURT SURFACE, TYP. BASKETBALL GOAL TO BE MANUFACTURED BY BISON, INC. MODEL BISON ULTIMATE BA871XL-BK WITH 6" SQUARE STEEL POLE WITH BLACK POWDER COAT FINISH, 42"X72" STEEL BACKBOARD BA39U WITH FIXED GOAL AND NET WITH WHITE POWDER COAT FINISH, OR APPROVED EQUAL.

INNER CIRCLE DASHED LINES TO BE EQUALLY SPACED WITH 14" LONG X 2" WIDE DASHES WITH 14" LONG GAPS BETWEEN CENTERED ON COURT AS INDICATED (TYP).



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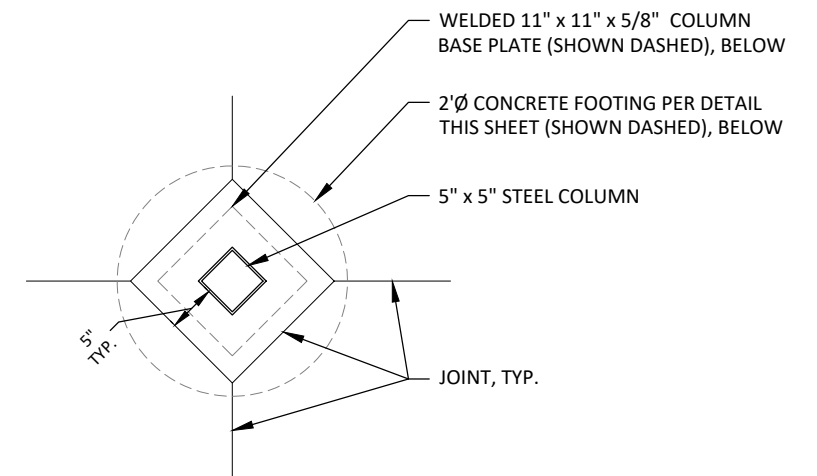
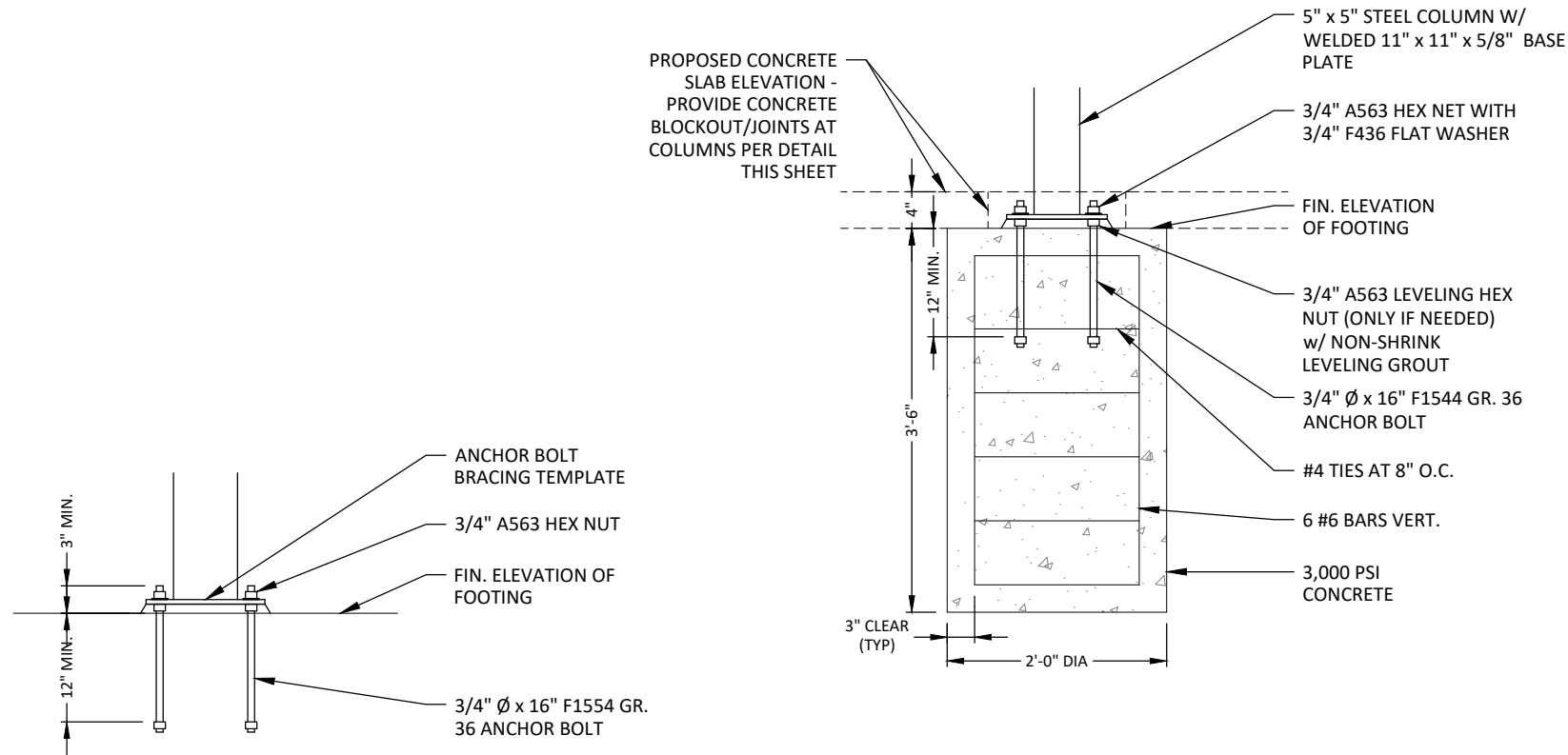


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NEIGHBORHOOD PARKS IMPROVEMENTS
PROJECT NO. 25-70912
ENLARGED PLANS AND DETAILS

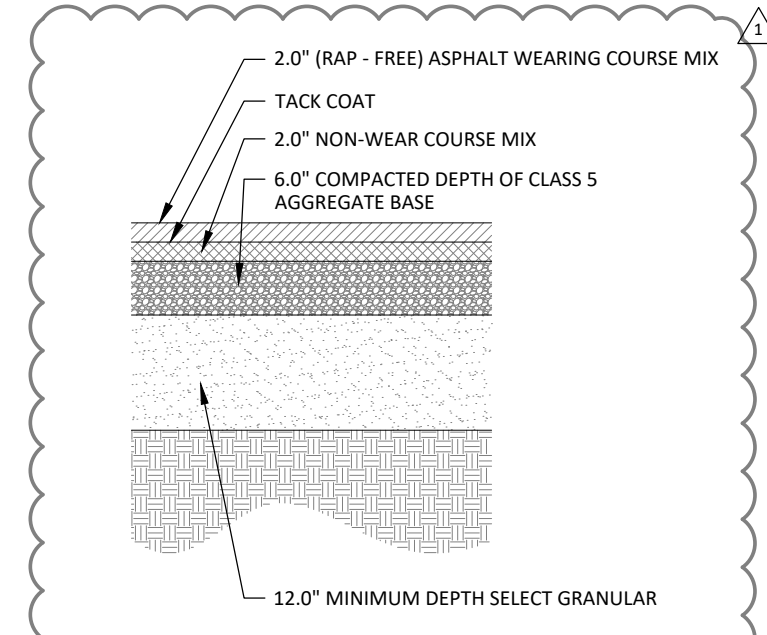
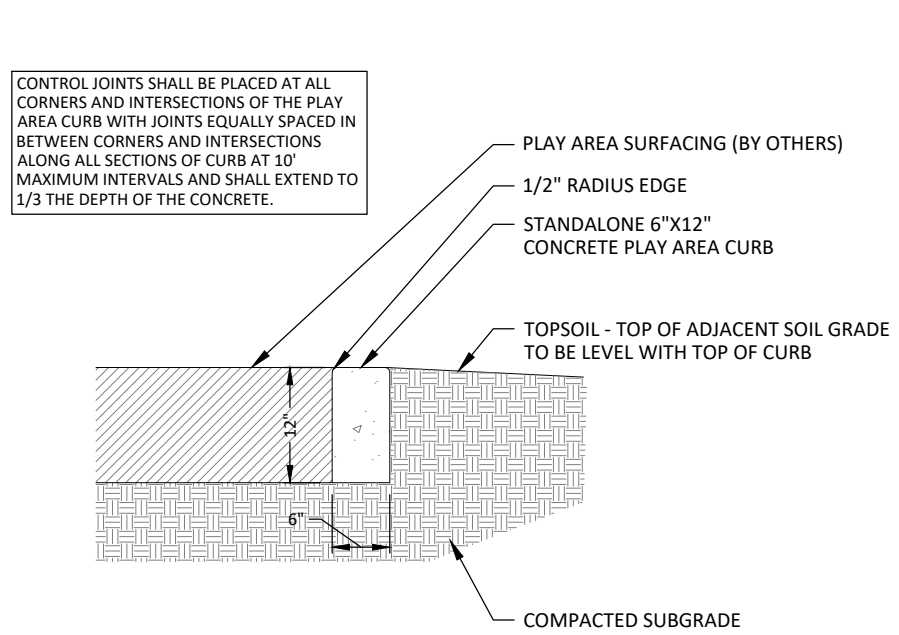
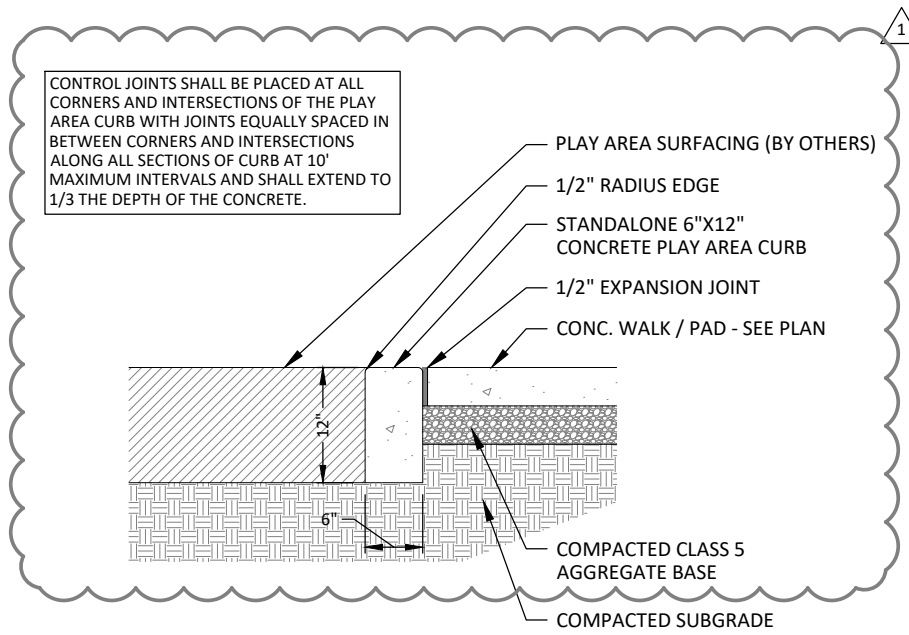
SHEET
11
OF
14



ANCHOR BOLT BRACING TEMPLATE

SHELTER FOOTING DETAIL (16'X16' SHELTER)

SHELTER COLUMN JOINT DETAIL (16'X16' SHELTER)



PLAY AREA CURB W/ CONC. WALK

PLAY AREA CURB

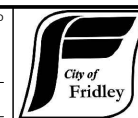
COURT PAVEMENT DETAIL

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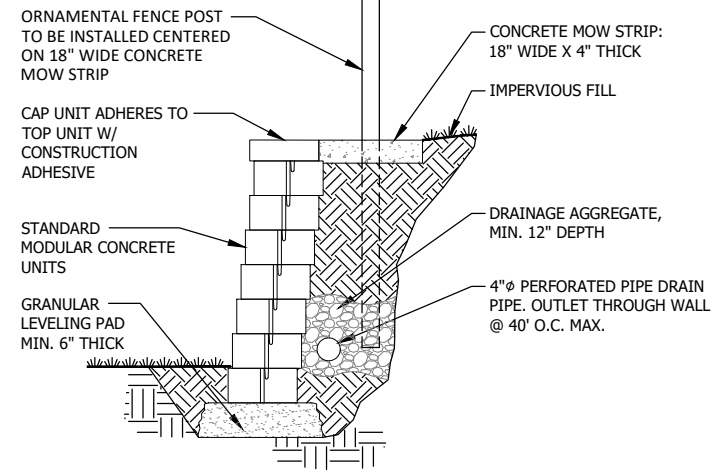


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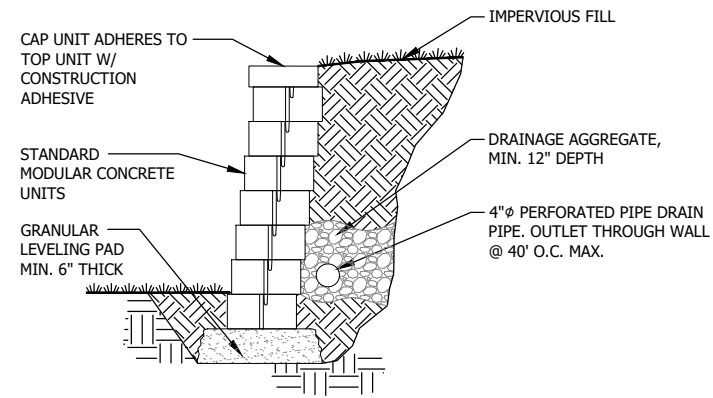
NEIGHBORHOOD PARKS IMPROVEMENTS
 PROJECT NO. 25-70912
 ENLARGED PLANS AND DETAILS

SHEET
 12
 OF
 14



SECTION-UNREINFORCED RETAINING WALL

OAK HILL - WITH CONCRETE MOW STRIP AND FENCING
SCALE: NONE



SECTION-UNREINFORCED RETAINING WALL

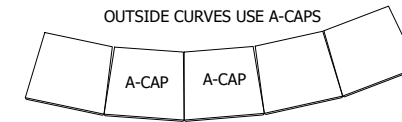
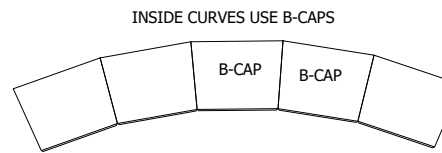
JUBILEE
SCALE: NONE

RETAINING WALL GENERAL NOTES:

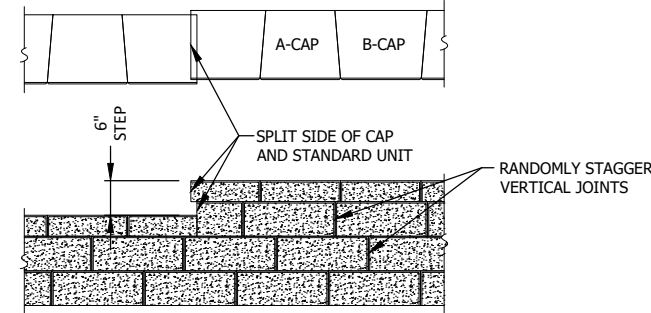
- BURY DEPTH TO BE DETERMINED BY MANUFACTURER, MIN 1' BURY
- DRAINAGE SYSTEM, LEVELING PAD, EXCAVATION, EMBANKMENT, COMPACTION, & ALL APPURTENANCES SHALL BE INCLUDED IN UNIT BID PRICE FOR ITEM "RETAINING WALL"

RETAINING WALL PROFILE NOTES:

- TOP OF WALL
- BOTTOM OF WALL



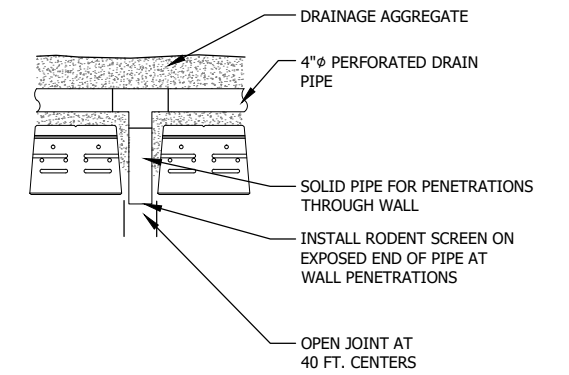
FOR STRAIGHT WALLS, ALTERNATE A-CAP AND B-CAP



RETAINING WALL - CAPPING DETAIL

STEP AT TOP OF WALL
SCALE: NONE

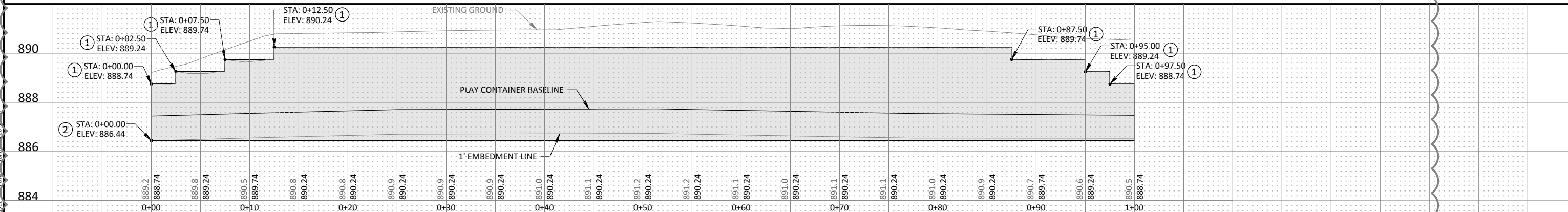
NOTES:
RODENT SCREEN SHALL BE FABRICATED FROM CARBON STEEL FLATTENED EXPANDED METAL, STYLE 1/2\"/>



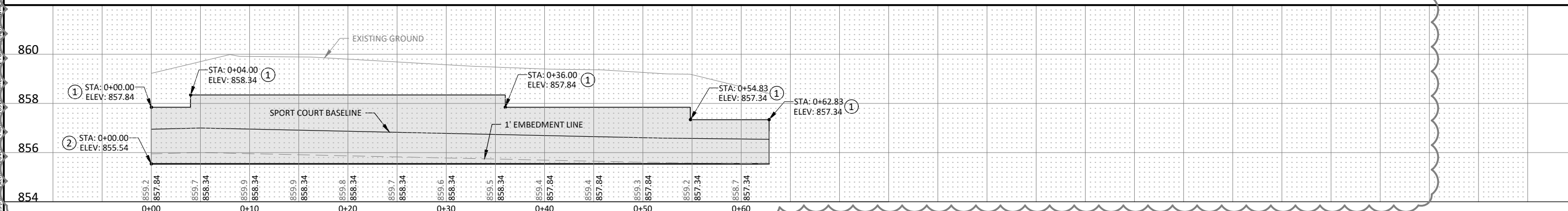
RETAINING WALL - DRAIN DETAIL

SCALE: NONE

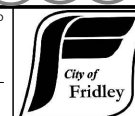
OAK HILL PARK - RETAINING WALL PROFILE



JUBILEE PARK - RETAINING WALL PROFILE



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Brandon Brodhag
BRANDON J. BRODHAG
LIC. NO. 59297 DATE 11/07/2024

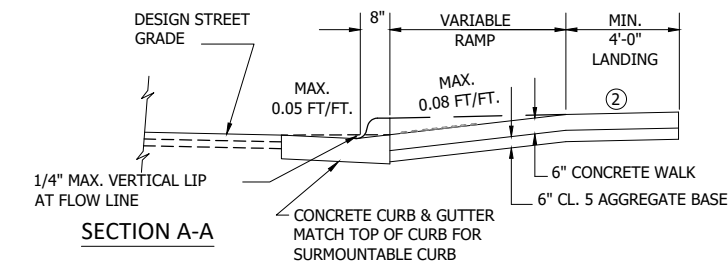
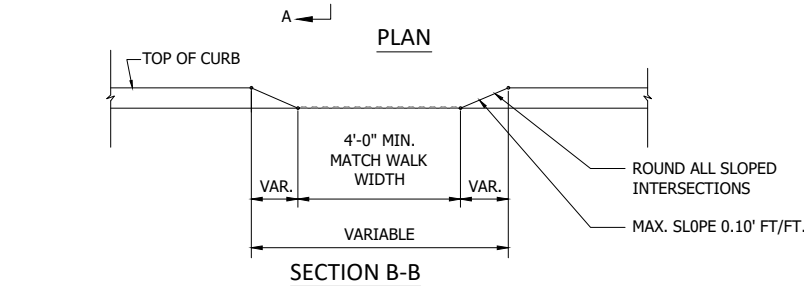
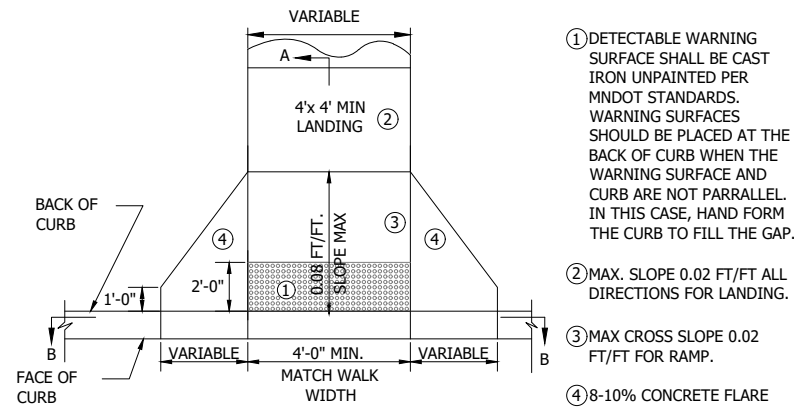


7071 University Avenue NE
Fridley, MN 55432

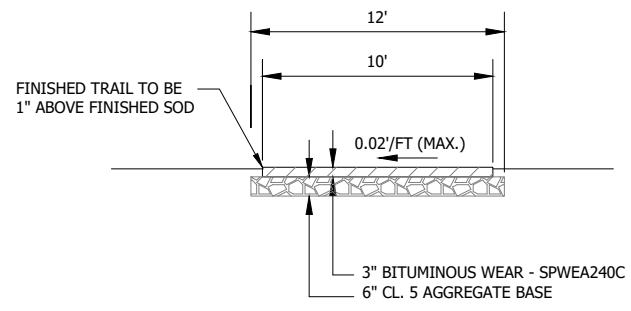
DESIGNED	NO.	ISSUE FROM	DATE
NRS	1	ADD	11/19/2024
DRAWN			
JBQ			
CHECKED			
BJB			
CLIENT PROJ. NO.			

NEIGHBORHOOD PARKS IMPROVEMENTS
PROJECT NO. 25-70912
ENLARGED PLANS AND DETAILS

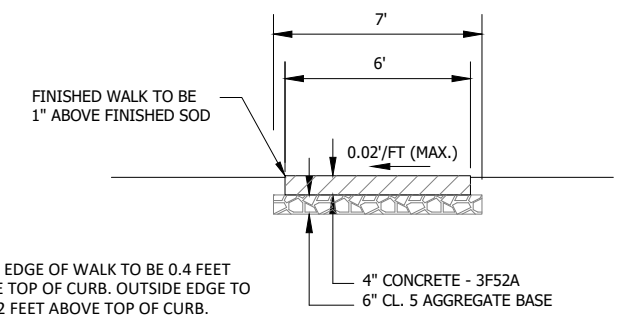
SHEET
13
OF
14



PEDESTRIAN CURB RAMP

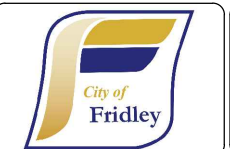


TYPICAL TRAIL SECTION



CONCRETE SIDEWALK

NOTE:
INSIDE EDGE OF WALK TO BE 0.4 FEET ABOVE TOP OF CURB. OUTSIDE EDGE TO BE 0.52 FEET ABOVE TOP OF CURB.



STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND CONCRETE SIDEWALK
FRIDLEY, MINNESOTA

LAST REVISION:
DEC 2018

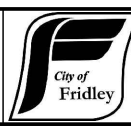
CITY PLATE NO.
STR-25

I:\Engineer\Projects\2025\Park System Improvement Plan\25-70912 - Combined N. Parks\Design\Drawings\Sheets\25-70912_C811.dwg 11/18/2024 4:20:48 PM



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Brandon Brodhag
BRANDON J. BRODHAG
LIC. NO. 59297 DATE 11/07/2024



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Fridley, MN 55432

DESIGNED	NO.	ISSUED FOR	DATE
NRS			
DRAWN			
JBQ			
CHECKED			
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CLIENT PROJ. NO.			

NEIGHBORHOOD PARKS IMPROVEMENTS
PROJECT NO. 25-70912
STANDARD PLANS AND DETAIL PLATES