

#### **REQUEST FOR QUOTATIONS**

#### **Epoxy Flooring Repair**

FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

May 4, 2021

#### A. <u>Project Background and Objectives</u>

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the "Act"), to establish the Minnesota Sports Facilities Authority ("Authority") and to provide for the construction, financing, and long-term use of a new stadium now known as U.S. Bank Stadium (the "Stadium") and related stadium infrastructure (the "Stadium Infrastructure") as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and certain capital improvements that that Authority is soliciting in this Request for Quotations ("RFQ"). This shall be referred to as the "Project". in this RFQ. To that end, the Authority has prepared this RFQ for Epoxy Flooring Repair. Those who respond to this RFQ shall be referred to as "Proposers".

The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFQ as **Exhibit 1**. The Project must be completed no later than August 1, 2021 (the "Required Completion Date").

- The project scope includes removal and reinstallation of an epoxy floor covering in the Delta Club (concrete slab on grade). The area needs to be field verified, but it is approximately 5,000 sq-ft.
- A solid white color to match the existing will be the base bid and a white color with accent as an alternate.

#### B. Intent and Process of the Request for Quotations

This RFQ is focused on the selection of a Proposer who will provide the best value to the Authority in regards to the Epoxy Flooring Repair.



Proposers should have experience in the flooring (epoxy) field similar to products described in this RFQ. It is the desire of the Authority to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises ("MBE") and Women Owned Business Enterprises ("WBE") to participate in the Project.

The Authority has developed an Equity Plan, which is available on the Authority's website, and each Proposer should provide details describing how they will optimize the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers' performance of the Epoxy Flooring Repair project.

MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

#### C. Scope of the Project Requirements

Please see Exhibit 1 for project requirements.

#### D. <u>Requested Qualifications</u>

The Authority reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFQ. It is the request and intent of the Authority that Proposers responding to the RFQ have the following qualifications:

- Experience history with selecting and installing epoxy floors similar to the Project described in this RFQ; and
- Ability to provide product selection recommendations and options.

#### E. <u>RFQ Timeline</u>

Advertise and issue Request for Quotations May 4, 2021

Pre-proposal Site Visit (mandatory – by appointment) May 12-18, 2021

Contact Curtis Schmillen at cschmillen@usbankstadium.com for a site visit appointment

Quotations Due May 25, 2021 by 3pm

Selection of Provider June 2, 2021

Final Selection of Product June 22, 2021

Final Contract Execution

Project Start (anytime on or after)

Project Completion (anytime on or before)

July 1, 2021

July 15, 2021

July 29, 2021

By submitting a Quotation, the Proposer affirms that this timeline can be met.



#### F. <u>Proposer Qualifications</u>

The following items shall be included in a Proposal executive summary:

- Proposer's name and address of office that would have central responsibility for the work. Identify the business form of Proposer. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of ownership.
- Provide a summary, on one page or less, describing why the Proposer is the most qualified to be the Provider for the Project.
  - Proposer agrees that if it is proposing any services including installation work, it shall obtain
    worker's compensation insurance, vehicle insurance, and any other insurance required by
    applicable law or regulation. Proposer also agrees that it shall maintain commercial general
    liability insurance in commercially reasonable amounts, and that proposer shall provide
    upon request a certificate of insurance evidencing such coverage and additional insured
    status as requested.
- Exhibit 1 Scope and Specification Documents. See scope and site documents.
- Exhibit 2 <u>Proposal Scope of Services and Pricing Information</u>. The Proposer will provide a.) a detailed description of all services, labor, labeling, testing and documentation preparation included in the proposal, as required for a turn key installation, and b.) a detailed listing of all equipment, installation materials, licenses, connecting devices and miscellaneous components included in the proposal as required for a turn key installation.
- Exhibit 3 <u>Equity Plan Targeted Business Commitment and Information Form</u>. Proposer must complete and provide both the Targeted Business Commitment and Information Forms with the proposal.
- Exhibit 4 <u>Equity Report</u>. Prior to MSFA approval and payment of monthly project invoices, Proposer must complete the monthly report form detailing required information including all workforce services and hours performed.

#### G. Quotations

Quotations are due by May 25, 2021 at 3pm CT.

An electronic copy should be sent via email to:

James Farstad at james.farstad@msfa.com

Curtis Schmillen at cschmillen@usbankstadium.com

**AND** 

Elizabeth Proeitz at Elizabeth.proeitz@msfa.com



<u>Questions or Inquiries</u>. All questions must be submitted via email by May 20, 2021 by 2pm CT, to: Curtis Schmillen at <u>cschmillen@usbankstadium.com</u>

#### H. Minnesota Government Data Practices

All Quotations are subject to the Minnesota Government Data Practices Act (the "Act"), Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Quotations submitted by competing Proposers, and the content of all quotations is nonpublic data under Chapter 13, until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their quotation, any data in their quotation that they consider proprietary information or otherwise private and confidential.

#### <u>I.</u> <u>Prevailing Wages</u>

Pursuant to Minn. Stat. 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, the contract contemplated by this RFQ is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

The then-current applicable prevailing wages shall be incorporated into the contract contemplated by this RFQ. Current prevailing wage amounts for Hennepin County are set forth at the website for the Minnesota Department of Labor and Industry, at the following link: http://workplace.doli.state.mn.us/prevwage/commercial.php.

#### J. Project Labor Agreement

The Proposer will need to agree to accept and be bound by the Project Labor Agreement, a copy of which is attached hereto as Attachment A.

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#### **Project Scope**

The project intent is to repair or replace the existing epoxy flooring in the Delta Club. The proposer will visit the site, take field measurements, inspect the existing flooring and provide product options and recommendations. Specific options provided will not be shared with other bidders and the final selection will be made based on a best value analysis.

Proposers shall include the following items in their Proposal. As described below, the Authority will score Proposals on a point system, with some criteria being graded on a pass-fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery (experience, schedule, controls, etc.): 300 points

Technical Approach (product(s), install methodology, etc.): 300 points

Commercial Terms (price, payment terms, warranty, etc.): 300 points

Interview: 100 points

Equitable Contracting and Hiring: Pass/Fail

The Proposals receiving the highest score(s), as determined by the Authority in its sole discretion, will then be short-listed and selected to enter into final discussions and negotiations with the Authority, as a result of which the Authority will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.



# **Proposal Scope of Services and Pricing Information** Proposer: \_\_\_ Proposer Address: \_\_\_\_\_ Proposer Phone Number: \_\_\_\_\_ Contact Name: \_\_\_ Proposer Email Address: **Scope of Professional Services and Fees** Define the scope of professional services, if any, that will be provided to the MSFA and detail all hourly rates and fees.

**Total Professional Fees** 



#### **Proposal Scope of Services and Pricing Information**

Proposer:	
Proposer Address:	
Proposer Phone Number: _	
Contact Name:	
Proposer Email Address:	

Describe the equipment and materials, if any, that will be provided to the MSFA and detail all quantities and unit prices for the equipment and materials proposed below. In addition, include installation labor costs, freight, and Minnesota sales tax.

Quantity	Materials Description	Price
	Subtotal Materials	
	Installation Labor	
	Freight	
	Minnesota Sales Tax (6.875%)	
	Total	

#### **EQUITY PLAN**

#### TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

			_		
Check ONE of the following:					
No Targeted Business partic	· · ·				
	iness (MBE & WBE) par	ticipation is committed on this project		E.C	Fatimate d
Firm Name (Legal business name used for		How will firm participate? (subcontractor,consortium, joint	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
Targeted Business certification)	WBE MBE (Check one)	venture)			
		<u>'</u>	Total WBE %	Total MBE %	1
TARGETED BUSINESSES WHO	) WERE CONSIDER	ED BUT WERE NOT SELECTED:			
Firm Name		Address	Telephone Number		
		Certification			
On behalf of the proposer ider	ntified below, I certif	<b>Certification</b> y that the information provided in	this form is true and corr	ect.	
		y that the information provided in	this form is true and corr	ect.	
On behalf of the proposer ider Proposer Name:		y that the information provided in	this form is true and corr	ect.	
		y that the information provided in	this form is true and corr		

## Minnesota Sports Facilities Authority Equity Report

# **WORKFORCE:** PROJECT CONTRACT SUBCONTRACTOR LAST NAME FIRST NAME ZIP CODE ETHNNICITY GENDER VETERAN UNION TOTAL TOTAL PRIME CONTRACTOR NAME DATE NAME **HOURS** WAGES **NAME**

# PROJECT LABOR AGREEMENT FOR POST-OPENING CONSTRUCTION AT U.S. BANK STADIUM

#### ARTICLE I

#### **PURPOSE**

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement (as more fully described in Article II), including the Project Contractor if it performs construction work within the scope of this Agreement. Where specific reference to SMG alone is intended, the term "Project Contractor" is used.

The parties to this Project Labor Agreement acknowledge that construction work at the Stadium after it is opened is important to its efficient operation and management. The parties recognize the need for the timely completion of post-opening construction work without work stoppages, interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractors and the Unions agree that timely construction will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to Project completion. They will work together to furnish skilled, efficient craftworkers for all post-opening construction.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on the Project, to encourage close cooperation between the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

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

interference with the work covered by this Agreement, all as more fully described in Article VIII.

#### **ARTICLE II**

#### SCOPE OF AGREEMENT

<u>Section 1</u>. This Agreement shall apply and is limited to the recognized and accepted historical definition of construction work under the direction of and performed by the Contractors, of whatever tier, which may include the Project Contractor, which have contracts awarded for such work on the Project.

The Project is defined as: all construction work performed at the Stadium after its opening, including construction-related site preparation work and dedicated off-site work, which is in the Project Contractor's annual Capital Funding Plan for capital repair and enhancement, as it may be amended from time to time (the "Plan"), which Plan the Minnesota Sports Facilities Authority (the "Owner") approves and funds.

It is agreed that the Project Contractor shall require all Contractors of whatever tier that have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall require compliance with this Agreement by the Contractors but shall not be liable for any breach by another Contractor of this Agreement or any collective bargaining agreement with any of the Unions. It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed by Contractors bound by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians for all instruments calibration work and loop checking, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VIII (Work Stoppages and Lockouts), IX (Disputes and Grievances), and X (Jurisdictional Disputes) of this Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

- <u>Section 2</u>. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function that may occur at the Stadium or be associated with the development of the Stadium.
- <u>Section 3</u>. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates or subsidiaries.
- Section 4. The Owner and the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement;

provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

- Section 5. Items specifically excluded from the scope of this Agreement include the following: Maintenance, physical plant operations, and general labor work performed pursuant to a collective bargaining agreement between the Council and Project Contractor that covers such maintenance work.
- <u>Section 6</u>. The provisions of this Agreement shall not apply to the Owner, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Stadium site.
- <u>Section 7.</u> It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of construction work at any time.
- Section 8 It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Project Contractor, Contractors or other employer.
- <u>Section 9</u>. It is understood and agreed that all Project work must be performed by employees of employers bound by the terms of this Agreement.

#### ARTICLE III

#### UNION RECOGNITION

- <u>Section 1</u>. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.
- Section 2. The hiring of employees shall be governed by the procedures set forth in the applicable collective bargaining agreements that form Schedule A (each a "CBA"), except that employers not party to any agreements that form Schedule A will be entitled to retain their core employees, defined as no more than 15% of the employer's construction employee workforce assigned to work on the Project, when commencing work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union.
- <u>Section 3</u>. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement in Schedule A.

#### ARTICLE IV

#### UNION REPRESENTATION

<u>Section 1</u>. Authorized representatives of the Union shall have access to the Stadium worksite for representational purposes, provided they do not interfere with the work of employees and further provided that such representatives fully comply with visitor and security and safety rules and regulations of the Stadium.

Section 2. Each signatory Union shall have the right to designate a working journeyworker as a steward, and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of his or her dutics as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

#### **ARTICLE V**

#### WAGES AND BENEFITS

<u>Section 1</u>. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable CBAs in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trusteed fringe benefit funds are established in any of the CBAs in Schedule A during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

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

#### **ARTICLE VI**

#### HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A CBA.

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

<u>Section 4.</u> Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on the Project shall be those in the Schedule A CBAs. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

#### **ARTICLE VII**

#### **MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their respective operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their respective working forces at their prerogative, including, but not limited to hiring, promotion, transfer, and lay-off; and discharge for just cause. No rules, customs, or practices shall be permitted or observed that limit or restrict production, or limit or restrict the working efforts of employees. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Employees must comply with their Contactor-employer's requirements for mandatory screening or testing for drugs, alcohol or other substance abuse.

Employees must comply with all health and safety rules and regulations governing individuals working at the Stadium.

The Unions acknowledge that the Project Contractor has a legal obligation to use reasonable efforts to have employees working on the Project be proficient, productive, and courteous to patrons of the Stadium.

#### **ARTICLE VIII**

#### WORK STOPPAGES AND LOCKOUTS

<u>Section 1</u>. At the Stadium or other site where dedicated off-site work is occurring during the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs,

sympathy strikes, or any other disruptive activity or economic action of any kind or nature whatsoever directed at any Contractor by the Council, any Union or employee, and there shall be no lockout by any Contractor. Failure of the Council, any Union, or an employee to cross any picket line established at the Stadium, or other site where dedicated off-site work is occurring, is a violation of this Article.

Section 2. The Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing, sympathy strike, slowdown, or other disruptive activity or economic action of any kind or nature at the Stadium, or other site where dedicated off-site work is occurring, and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities that interfere with the operation of the Project or Stadium shall be subject to immediate discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any of the Unions shall be liable for acts of employees for whom they have no responsibility. The Building Trades Council Business Manager will immediately instruct, order and use the best efforts of his or her office to cause the Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of any of the Unions. The principal officer or officers of such Unions will immediately instruct, order and use the best efforts of his or her office to cause the employees that such Unions represent to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

#### ARTICLE IX

#### **DISPUTES AND GRIEVANCES**

- Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing construction economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- <u>Section 2</u>. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work under this Agreement, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- <u>Section 3</u>. Any question or dispute arising out of the enforcement, interpretation, application, or violation of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

- When any employee subject to the provisions of this Agreement Step 1. (a) feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her Union business representative or job steward, shall, within seven (7) calendar days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor, and the Project Contractor, stating the provision(s) alleged to have been violated. representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within five (5) calendar days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing by the grieving party, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should any of the Unions or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within five (5) calendar days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
- Step 2. The Business Manager of the Council and the involved Contractor shall meet within nine (9) calendar days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.
- Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators in a sub-regional panel from which the arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the arbitrator shall be final and binding on all parties. The fees and expenses of such arbitration shall be borne equally by the Contractor and the involved Union(s).
- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- <u>Section 4.</u> The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### ARTICLE X

#### JURISDICTIONAL DISPUTES

- Section 1. The assignment of Project work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Settlement Plan") or any successor Plan.
- Section 2. All jurisdictional disputes on the Project, between or among Building and Construction Trades Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Settlement Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.
- Section 3. All jurisdictional disputes shall be resolved without the occurrence of any activity that Article VIII of this Agreement prohibits, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
- <u>Section 4.</u> Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

#### **ARTICLE XI**

#### SUBCONTRACTING

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

#### ARTICLE XII

#### **HELMETS TO HARDHATS**

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls.

counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

#### **ARTICLE XIII**

#### SAVINGS AND SEPARABILITY

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

#### **ARTICLE XIV**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Contractors, Council, and Unions will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, marital status, sexual orientation, gender identity, familial status, veteran status, or any other classification protected by applicable law. They further agree to undertake measures designed to eliminate discriminatory barriers including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and apprenticeship programs.

Section 2. The Council and Unions acknowledge that the Project Contractor has legal obligations to take actions to achieve statutory and the Owner's aspirational objectives regarding workforce and business inclusion and will assist and will not interfere with the Project Contractor in its efforts to meet such obligations. This includes, without limitation, the Project Contractor's obligation to make best efforts to employ or cause to be employed women and members of minority communities at the Stadium and services to be provided there.

#### ARTICLE XV

#### **DURATION OF THE AGREEMENT**

This Agreement shall be effective upon the opening of the Stadium after the completion of its construction pursuant to the separate Project Labor Agreement in effect for building the Stadium. This Agreement shall expire on August 1, 2021 or the date five years from the opening of the Stadium, whichever occurs later.

The applicable provisions of the CBAs included in Schedule A of this Agreement shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.

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

CONSTR	UCTION TRADES COUNCIL
Ву:	J. Grandle
Da	n McConnell, Business Manager
Dated:	11/6/2015

FOR THE MINNEAPOLIS BUILDING AND

FOR SMG, PROJECT CONTRACTOR

By:		
Poch	isert Name and Title] としていけ、ムト いろろーにちょうい	_
Dated:	11/9/2015	

#### **SCHEDULE A**

#### LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements ("CBAs") for the Building Trades Unions affiliated with the Council are incorporated herein by reference. For copies of the applicable CBAs, contact the Unions directly or the Minneapolis Building and Construction Trades Council at 612-379-4234, 312 Central Ave., #556, Minneapolis, MN 55414, dan@mplsbctc.org.

#### ATTACHMENT A

#### LETTER OF ASSENT

This certifies that the undersigned has examined a true and corr	[Name of Contractor]
Post-Opening Construction at U.S. Bank Stadium and Construction Trades Council and its affiliated Article XV of the PLA, and hereby agrees to acceed and conditions of the PLA for all construction were in effect as defined in Article XV of the PLA. It is Assent shall be binding on the undersigned Contributer of Assent shall become effective and binding Building and Construction Trades Council and afficontractor commences construction work at the Sooner of the completion of the Contactor's construction Article XV of the PLA.	between SMG and the Minneapolis Building Unions (the "PLA"), effective as described in pt, comply with, and be bound by all the terms rk it performs at the Stadium while the PLA is a understood that the signing of this Letter of actor as though it has signed the PLA. This are upon the undersigned Contractor and said filiated Unions on the date the undersigned tradium and shall remain in effect until the
[Contractor Name & Address]	<del></del>
By:	
Its:	
Dated:	

#### ADDENDUM TO PROJECT LABOR AGREEMENT

This Addendum, effective as of December 20, 2019, is entered into by the Minneapolis Building and Construction Trades Council and the Minnesota Sports Facilities Authority (the "MSFA) (together, "the Parties"). The Parties agree to be bound and abide by the current Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium ("PLA") for Project work (as defined in the PLA) awarded by the MSFA at U.S. Bank Stadium for the duration of the PLA. For purposes of work covered by this Addendum only, references in the PLA to SMG shall be changed to refer to the MSFA; and it is noted by the Parties that ASM Global is now the successor to SMG, so any reference in future Project documents to ASM Global has the same meaning as if the reference were to SMG. Contractors shall become bound by the PLA for purposes of work covered by this Addendum by signing the Letter of Assent, Attachment A to the PLA. This Addendum shall be attached to, and incorporated into, the PLA for all work covered by this Addendum.

CONSTRUCTION TRADES COUNCIL
By: Dan McConnell, Business Manager
MINNESOTA SPORTS FACILITIES AUTHORITY
By: Michael Velich, Chair
By: James Farstad, Executive Director
Acknowledged and Agreed:
ASM GLOBAL
ву:

MINNEAPOLIS BUILDING &

Its: Interm Garal Phinage



# THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

#### **Construction Type: Commercial**

County Number: 27

County Name: HENNEPIN

Effective: 2019-12-16

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

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

County: HENNEPIN (27)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CR	AFTS 701 - 730)				
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-12-16	24.00	16.96	40.96
104	FLAG PERSON	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
105*	WATCH PERSON	2019-12-16	30.48	19.29	49.77

<sup>\*</sup> Indicates that adjacent county rates were used for the labor class listed.

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106*	BLASTER	2019-12-16	35.11	19.64	54.75
107	PIPELAYER (WATER, SEWER AND GAS)	2019-12-16	35.30	20.44	55.74
108	TUNNEL MINER	2019-12-16	33.50	20.44	53.94
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-12-16	33.50	20.44	53.94
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2019-12-16	38.13	20.30	58.43
202	BOOM TRUCK	2019-12-16	38.13	20.30	58.43
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-12-16	24.00	16.96	40.96

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
204*	OFF-ROAD TRUCK	2019-12-16	37.83	18.65	56.48
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2019-12-16	37.05	19.39	56.44
HIGHWAY/HEAVY POWER EQUIP	MENT OPERATOR				
GROUP 2		2019-12-16 2020-05-01	38.64 39.49	20.50 21.40	59.14 60.89
306	GRADER OR MOTOR PATROL	2020-03-01	39.49	21.40	00.89
308	TUGBOAT 100 H.P. AND OVER WHEN L	ICENSE REOUIRED	(HIGHWAY ANI	O HEAVY ONLY)	
				,	
GROUP 3 *		2019-12-16	38.09	20.50	58.59
309	ASPHALT BITUMINOUS STABILIZER P	LANT			
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)	(SKIDS OR STATIO	NARY) (HIGHWA	AY AND HEAVY O	NLY)
314	DREDGE OR ENGINEERS, DREDGE (PO	WER) AND ENGINE	ER		
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWA	AY AND HEAVY ON	NLY)		
GROUP 4		2019-12-16	37.79	20.50	58.29
GROOF I		2020-05-01	38.64	21.40	60.04
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR	R SIMILAR) (HIGHW	AY AND HEAVY	ONLY)	
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRE	D OR STEEL DRUM	MED (EIGHT TO	NS AND OVER)	
328	BITUMINOUS SPREADER AND FINISHI AND MICRO SURFACING, OR SIMILAR				RO SURFACING
329	BROKK OR R.T.C. REMOTE CONTROL O	OR SIMILAR TYPE V	WITH ALL ATTA	CHMENTS	
330	CAT CHALLENGER TRACTORS OR SIM SCRAPERS	IILAR TYPES PULLI	NG ROCK WAGO	ONS, BULLDOZER	S AND
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREA MACHINE, AND SPRAY MACHINE	DER FINISHING MA	ACHINE, LONGIT	UDINAL FLOAT, J	OINT
334	CONCRETE MOBIL (HIGHWAY AND HE	EAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STO	NE) OR GRAVEL W	ASHING, CRUSH	ING AND SCREEN	ING PLANT

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
336	CURB MACHINE					
337	DIRECTIONAL BORING MACHINE					
338	DOPE MACHINE (PIPELINE)					
340	DUAL TRACTOR					
341	ELEVATING GRADER					
345	GPS REMOTE OPERATING OF EQUIPME	ENT				
347	HYDRAULIC TREE PLANTER					
348	LAUNCHER PERSON (TANKER PERSON	OR PILOT LICENS	E)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY	(ONLY)				
350	MILLING, GRINDING, PLANNING, FINE	GRADE, OR TRIMN	MER MACHINE			
352	PAVEMENT BREAKER OR TAMPING M.	ACHINE (POWER D	RIVEN) MIGHTY	MITE OR SIMILA	AR TYPE	
354	PIPELINE WRAPPING, CLEANING OR B	ENDING MACHINE				
356	POWER ACTUATED HORIZONTAL BOR	RING MACHINE, OV	ER SIX INCHES			
357	PUGMILL					
359	RUBBER-TIRED FARM TRACTOR WITH ONLY)	I BACKHOE INCLUI	DING ATTACHM	ENTS (HIGHWAY	AND HEAVY	
360	SCRAPER					
361	SELF-PROPELLED SOIL STABILIZER					
362	SLIP FORM (POWER DRIVEN) (PAVING	)				
363	TIE TAMPER AND BALLAST MACHINE					
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. HEAVY ONLY)	WITH PTO UNRELA	ATED TO LANDS	CAPING (HIGHW	AY AND	
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE					
GROUP 5 *		2019-12-16	34.75	20.50	55.25	
		2020-05-01	35.60	21.40	57.00	
370	BITUMINOUS ROLLER (UNDER EIGHT	TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (I	POWER OPERATED	)			
372	FORM TRENCH DIGGER (POWER)					
375	HYDRAULIC LOG SPLITTER					
376	LOADER (BARBER GREENE OR SIMILA	AR TYPE)				
377	POST HOLE DRIVING MACHINE/POST I	HOLE AUGER				
379	POWER ACTUATED JACK					
381	SELF-PROPELLED CHIP SPREADER (FL	AHERTY OR SIMIL	AR)			
382	SHEEP FOOT COMPACTOR WITH BLAD	DE . 200 H.P. AND OV	VER			
383	SHOULDERING MACHINE (POWER) AP CHIP SPREADER	SCO OR SIMILAR T	YPE INCLUDING	SELF-PROPELLE	ED SAND AND	
384	STUMP CHIPPER AND TREE CHIPPER					
385	TREE FARMER (MACHINE)					
GROUP 6 *		2019-12-16	20.95	6.76	27.71	

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
387	CAT, CHALLENGER, OR SIMILAR TYPE	OF TRACTORS, WI	HEN PULLING DI	ISK OR ROLLER	
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABI	LE NOT CRUSHING	OR WASHING)		
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS OF	N GRAVEL COMPA	CTION, INCLUD	ING VIBRATING R	OLLERS
397	TRACTOR, WHEEL TYPE, OVER 50 H.P.,	UNRELATED TO L	ANDSCAPING		
	WE ONLY LIKE				
COMMERCIAL POWER EQUIPMEN	T OPERATOR				
GROUP 1		2019-12-16	43.59	20.55	64.14
		2020-05-01	44.44	21.70	66.14
501	HELICOPTER PILOT (COMMERCIAL CO	NSTRUCTION ONL	Y)		
502	TOWER CRANE 250 FEET AND OVER (C	OMMERCIAL CON	STRUCTION ONL	LY)	
503	TRUCK CRAWLER CRANE WITH 200 FE CONSTRUCTION ONLY)	ET OF BOOM AND	OVER, INCLUDII	NG JIB (COMMERO	CIAL
GROUP 2		2019-12-16	43.25	20.55	63.80
		2020-05-01	44.10	21.70	65.80
504	CONCRETE PUMP WITH 50 METERS/164 ONLY)	FEET OF BOOM A	ND OVER (COM	MERCIAL CONSTR	UCTION
505	PILE DRIVING WHEN THREE DRUMS IN	USE (COMMERCIA	AL CONSTRUCTI	ON ONLY)	
506	TOWER CRANE 200 FEET AND OVER (C	OMMERCIAL CONS	STRUCTION ONI	LY)	
507	TRUCK OR CRAWLER CRANE WITH 150 INCLUDING JIB (COMMERCIAL CONSTI		P TO AND NOT I	NCLUDING 200 FE	ET,
GROUP 3		2019-12-16	41.84	20.55	62.39
		2020-05-01	42.69	21.70	64.39
508	ALL-TERRAIN VEHICLE CRANES (COM	MERCIAL CONSTR	UCTION ONLY)		
509	CONCRETE PUMP 32-49 METERS/102-16-	4 FEET (COMMERC	IAL CONSTRUC	TION ONLY)	

501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)						
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)						
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)						
GROUP 2		2019-12-16	43.25	20.55	63.80		
		2020-05-01	44.10	21.70	65.80		
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)						
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)						
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)						
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)						
GROUP 3		2019-12-16	41.84	20.55	62.39		
		2020-05-01	42.69	21.70	64.39		
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)						
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)						
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)						
511	STATIONARY TOWER CRANE UP TO 200 FEET						
512	SELF-ERECTING TOWER CRANE $100$ FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY) $$						
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)						
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)						
GROUP 4		2019-12-16	41.50	20.55	62.05		
		2020-05-01	42.35	21.70	64.05		
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)						

LABOR CODE AND CLASS		EFFECT DATE BAS	SIC RATE FRING	GE RATE TOT	TAL RATE		
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)						
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)						
518	LOCOMOTIVE (COMMERCIAL CONSTR	UCTION ONLY)					
519	OVERHEAD CRANE ( INSIDE BUILDING	G PERIMETER) (COMMER	CIAL CONSTRUCT	ION ONLY)			
520	TRACTOR . BOOM TYPE (COMMERCIAL	L CONSTRUCTION ONLY	)				
GROUP 5		2019-12-16	40.08	20.55	60.63		
		2020-05-01	40.93	21.70	62.63		
521	AIR COMPRESSOR 450 CFM OR OVER (*	ΓWO OR MORE MACHIN	ES) (COMMERCIAI	. CONSTRUCTIO	ON ONLY)		
522	CONCRETE MIXER (COMMERCIAL COM	NSTRUCTION ONLY)					
523	CONCRETE PUMP UP TO 31 METERS/10	1 FEET OF BOOM					
524	DRILL RIGS, HEAVY ROTARY OR CHUI OR BUILDING CONSTRUCTION (COMM			SSON FOR ELEV	VATOR		
525	FORKLIFT (COMMERCIAL CONSTRUCT	TION ONLY)					
526	FRONT END, SKID STEER 1 C YD AND C	OVER					
527	HOIST ENGINEER ( ONE OR TWO DRUM	MS) (COMMERCIAL CONS	STRUCTION ONLY	)			
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)						
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)						
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)						
531	SELF-ERECTING TOWER CRANE UNDER $100$ FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)						
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)						
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)						
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)						
GROUP 6		2019-12-16	38.57	20.55	59.12		
		2020-05-01	39.42	21.70	61.12		
535	CONCRETE BATCH PLANT (COMMERC	IAL CONSTRUCTION ON	LY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)						
537	FRONT END, SKID STEER UP TO 1 C YD						
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)						
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)						
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER						
GROUP 7		2019-12-16	37.45	20.55	58.00		
		2020-05-01	38.30	21.70	60.00		
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)						
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)						
543	CONCRETE PUMP/PUMPCRETE OR COM	MPLACO TYPE (COMMER	RCIAL CONSTRUCT	TION ONLY)			
544							

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE R	ATE TOTAL	RATE
	FIREPERSON, TEMPORARY HEAT SECONLY)	ECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION				1
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)					
546	PICK UP SWEEPER (ONE CUBIC YARD	HOPPER CAPACITY	) (COMMERCIA	AL CONSTRUC	CTION ONLY)	
547	PUMP AND/OR CONVEYOR (COMMERC	CIAL CONSTRUCTION	ON ONLY)			
GROUP 8		2019-12-16	35.44	2	20.55	55.99
		2020-05-01	36.29	2	21.70	57.99
548	ELEVATOR OPERATOR (COMMERCIAL	L CONSTRUCTION C	ONLY)			
549	GREASER (COMMERCIAL CONSTRUCT	ΓΙΟΝ ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)					
TRUCK DRIVERS						
GROUP 1		2019-12-16	45.32		9.48	54.80
601	MECHANIC . WELDER					
602	TRACTOR TRAILER DRIVER					
603	TRUCK DRIVER (HAULING MACHINER WINCHES)	RY INCLUDING OPE	RATION OF HAI	ND AND POW	VER OPERATEI	)
GROUP 2 *		2019-12-16	21.10		6.76	27.86
604	FOUR OR MORE AXLE UNIT, STRAIGH					
	,					
GROUP 3 *		2019-12-16	22.50		6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER					
606	BITUMINOUS DISTRIBUTOR (ONE PER	SON OPERATION)				
607	THREE AXLE UNITS					
GROUP 4		2019-12-16	35.82		8.18	44.00
608	BITUMINOUS DISTRIBUTOR SPRAY OF	PERATOR (REAR AN	ND OILER)			
609	DUMP PERSON					
610	GREASER					
611	PILOT CAR DRIVER					
612	RUBBER-TIRED, SELF-PROPELLED PAGE	CKER UNDER 8 TON	NS			
613	TWO AXLE UNIT					
614	SLURRY OPERATOR					
615	TANK TRUCK HELPER (GAS, OIL, ROA	D OIL, AND WATER	2)			
616	TRACTOR OPERATOR, UNDER 50 H.P.					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-12-16	45.69	25.86	71.55
		2020-06-01	48.29	25.86	74.15
702	BOILERMAKERS	2019-12-16	38.33	27.43	65.76
703	BRICKLAYERS	2019-12-16	40.31	21.32	61.63
		2020-05-01	42.41	21.32	63.73
704	CARPENTERS	2019-12-16	38.18	22.55	60.73
		2020-05-01	40.23	22.55	62.78
705	CARPET LAYERS (LINOLEUM)	2019-12-16	38.84	20.29	59.13
703	CARFET LATERS (LINOLEUM)	2020-05-01	40.89	20.29	61.18
		2020 03 01	10.07	20.27	01.10
706	CEMENT MASONS	2019-12-16	39.81	20.42	60.23
		2020-05-01	41.81	20.42	62.23
707	ELECTRICIANS	2019-12-16	43.71	30.59	74.30
		2020-05-01	46.61	30.59	77.20
708	ELEVATOR CONSTRUCTORS	2019-12-16	49.91	39.24	89.15
		2020-01-01	51.55	40.48	92.03
709	GLAZIERS	2019-12-16	42.19	19.64	61.83
		2020-06-01	44.24	19.64	63.88
710	LATHERS	2019-12-16	38.18	22.55	60.73
110	ETTIERO	2020-05-01	40.23	22.55	62.78
712	IRONWORKERS	2019-12-16	37.60	29.40	67.00
		2020-05-01	39.65	29.40	69.05
714	MILLWRIGHT	2019-12-16	35.73	26.43	62.16
		2020-05-01	37.83	26.43	64.26
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT	2019-12-16	37.20	22.76	59.96
	MARKINGS)	2020 05 04	20.22	22.51	
		2020-05-01	39.20	22.76	61.96

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-12-16	38.91	22.08	60.99
717	PIPEFITTERS . STEAMFITTERS	2019-12-16	46.77	28.67	75.44
		2020-05-01	49.27	28.67	77.94
718	PLASTERERS	2019-12-16	39.98	20.54	60.52
		2020-06-01	42.03	20.54	62.57
719	PLUMBERS	2019-12-16	48.12	25.33	73.45
		2020-05-01	50.87	25.33	76.20
720	ROOFER	2019-12-16	38.00	18.19	56.19
		2020-05-01	40.00	18.19	58.19
721	SHEET METAL WORKERS	2019-12-16	44.46	29.17	73.63
722	SPRINKLER FITTERS	2019-12-16	46.58	28.10	74.68
		2020-06-01	49.43	28.10	77.53
723	TERRAZZO WORKERS	2019-12-16	40.53	19.83	60.36
724	TILE SETTERS	2019-12-16	35.73	25.31	61.04
725	TILE FINISHERS	2019-12-16	29.45	20.33	49.78
726	DRYWALL TAPER	2019-12-16	35.40	23.44	58.84
		2020-05-04	37.40	23.44	60.84
727	WIRING SYSTEM TECHNICIAN	2019-12-16 2020-07-01	40.17 41.42	17.63 17.63	57.80 59.05
		2020-07-01	41.42	17.03	39.03
728	WIRING SYSTEMS INSTALLER	2019-12-16	28.14	14.71	42.85
		2020-07-01	29.02	14.71	43.73
729	ASBESTOS ABATEMENT WORKER	2019-12-16	32.68	19.66	52.34
730	SIGN ERECTOR	2019-12-16	29.78	15.59	45.37