

CITY OF DULUTH  
411 WEST FIRST STREET, DULUTH, MN 55802

\*\*\*\*\*PROPOSAL\*\*\*\*\*

FOR HIGHWAY CONSTRUCTION  
AND MAINTENANCE PROJECTS WITH  
BIDS RECEIVED UNTIL 2:00 O'CLOCK P.M. ON JUNE 28, 2017

PROPOSAL OF

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION," 2016 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

STATE PROJECT NO. **118-060-012**

MINNESOTA PROJECT NO. **TA 6917 (223)**

LOCATION: Oneota Overlook and Section 3 Turnout on West Skyline Parkway

TYPE OF WORK: Stone Masonry Retaining Wall and Monument Restoration

LENGTH: Approximately 270 feet and 1060 feet, respectively

ONEOTA OVERLOOK SITE STARTING DATE: August 2, 2017

SECTION 3 TURNOUT SITE STARTING DATE: May 21, 2018

ONEOTA OVERLOOK SITE FINAL COMPLETION DATE: October 17, 2017

SECTION 3 TURNOUT SITE FINAL COMPLETION DATE: September 11, 2018

PROJECT FINAL COMPLETION DATE: June 7, 2019

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.



License Number 51795 Date: June 7, 2017

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BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796



**To the Duluth City Council:**

According to the advertisement of the City of Duluth inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of The City of Duluth:

(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 MnDOT 1903 and 1402, 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 MnDOT 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 MnDOT 1904.

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

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 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 The City of Duluth.

(I)(We) agree to all provisions of Minnesota Statutes 1976, Section 181.59.

(l)(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.

(l)(We) assign to City of Duluth 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.

Bid No. **17-0387** City Project Number 1494  
S.P. 118-060-012  
Federal Project Number: TA 6917(223)

West Skyline Parkway Retaining Wall Restoration at Oneota Overlook and Section 3 Turnout  
Bid Opening Date: June 28, 2017

#### NOTICE TO CONTRACTORS

Sealed bids will be received until 2:00 pm local time, Wednesday, June 28, 2017, by Amanda Ashbach, City of Duluth Purchasing Agent, in the Purchasing Office, Room 100, 411 W. 1<sup>st</sup> St., Duluth, MN 55802, on behalf of the Commissioner of Transportation as agent for said City for the construction of the project listed below. Bids will be opened and read publicly by the City Purchasing Agent or her representative immediately after the hour set for receiving bids.

Minimum wage rates to be paid by the Contractors have been predetermined and are subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL PROVISIONS AS THEY AFFECT THIS PROJECT

The Minnesota Department of Transportation hereby notifies all bidders:  
in accordance with Title VI of the Civil Rights Act of 1964 (Act), as amended and Title 49, Code of Federal Regulations, Subtitle A Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded maximum opportunity to participate and/or to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, disability, age, religion, sex or national origin in consideration for an award;

in accordance with Title VI of the Civil Rights Act of 1964 as amended, and Title 23, Code of Federal Regulations, Part 230 Subpart A-Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including supportive services), it will affirmatively assure increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry, and that on any project constructed pursuant to this advertisement equal employment opportunity will be provided to all persons without regard to their race, color, disability, age, religion, sex or national origin;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.08 Unfair discriminatory Practices, it will affirmatively assure that on any project constructed pursuant to this advertisement equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.36 Certificates of Compliance for Public Contracts, and 363A.37 Rules for Certificates of Compliance, it will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance.

If you are not a current holder of a compliance certificate issued by the Minnesota Department of Human Rights and intend to bid on any job in this advertisement you must contact the Department of Human Rights immediately for assistance in obtaining a certificate.

The following notice from the Minnesota Department of Human Rights applies to all contractors:

"It is hereby agreed between the parties that Minnesota Statute, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based on this specification or any modification of it. A copy of Minnesota Statute 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 is available upon request from the contracting agency."

"It is hereby agreed between the parties that this agency will require affirmative action requirements be met by contractors in relation to Minnesota Statute 363A.36 and Minnesota Rules 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statute 363A.36, Subd. 2 and 3)."

A minimum goal of **1.4 %** Good Faith Effort to be subcontracted to Disadvantaged Business Enterprises.

#### Construction Plans for: Stone Masonry Retaining Wall and Monument Restoration

The major items of work are: Remove Bituminous Pavement 1880 SY, Saw Bituminous Pavement (Full Depth) 1110 LF, Common Excavation 570 CY, Select Granular Borrow Mod 7% (CV) 780 CY, Geotextile Fabric Type V 1060 SY, Aggregate Surfacing (CV) Class 1 30 CY, Aggregate Base (CV) Class 5 350 CY, Type SP 9.5 Wearing Course Mixture (3,C) 179 TON, Type SP 12.5 Non Wearing Course Mixture (3,C) 298 TON, Structure Excavation Class E 1290 CY, Anchorages Type 1 – 16 each, Course Aggregate Bedding (CV) 100 CY, 12" RC Pipe Apron 2 each, Drainage System 1 LS, 12" RC Pipe Sewer Design 3006 10 LF, Construct Drainage Structure Design H 9 LF, Casting Assembly Special 2 each, Granular Filter Mod 190 CY, Furnish and Set Boulder 30 each, Reset Boulder 110 each, Monument Restoration 1 LS, Reconstruct Stone Historic Structure (Dry-Stack) 3270 SF, Reconstruct Stone Historic Structure (Mortared) 460 SF, Repair Concrete Cap Type 1 35 SF, Repair Concrete Cap Type 2 3000 SF, Repoint Historic Structure 2470 SF, Restore Historic Wall (Re-chink) 80 SF, Traffic Control 1 LS, Silt Fence Type HI (Type 1) 760 LF, Silt Fence Type HI Type 2 390 LF, Storm Drain Inlet Protection 2 each, Common Topsoil Borrow 150 CY, Erosion Control Blankets Category 3N 1870 SY, 4" Double Solid Line Paint 830 LF, 4" Solid Line Paint 830 LF

Each bidder must review the 2017 edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" available on the City website (<http://www.duluthmn.gov/engineering/standard-construction-specifications/>) as these Specifications are incorporated by reference and deemed to be a part hereof this project as if fully incorporated and set forth herein.

Plans and specifications may be downloaded for free from <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. They may be purchased from the office of the City Engineering Division for \$0.50 per plan page and \$0.25 per spec (8 1/2" x 11") page and are on file at the at the following offices: Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, and Blue Book Building and Construction Network.

A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid is required. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by email prior to the scheduled bid opening.

Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. This form may be found at: [http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/sde.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf)

Not less than the minimum salaries and wages as set forth in the contract documents must be paid on this project. The Contractor must take affirmative action to ensure that the employees and applicants for employment are not

discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises when possible.

The City of Duluth is an Equal Opportunity Employer.

CITY OF DULUTH

Amanda Ashbach  
Purchasing Agent





**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



## **LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING**

Appendix C to Part \_\_\_\_ - Contract Clause

### **NEW RESTRICTIONS ON LOBBYING**

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal Executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable

compensation made to an officer or employee of a person requesting or receiving a Federal activities not directly related to a covered Federal action.

- (B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
- (C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
  - (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
  - (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  - (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and Technical Services by Own Employees.

- (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly

applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer), or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in \_\_\_\_, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of this information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 of each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 or each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M



NOTICE

By signing and submitting this proposal, the prospective primary bidder is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why he/she cannot provide the certification set out below. Certification or explanation will be considered concerning the City of Duluth's determination whether to enter this transaction. Failure of the prospective primary participant to furnish a certification or a written explanation why he/she cannot provide the certification shall disqualify such people from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the City of Duluth decided to enter this transaction. If it is later decided that the prospective primary participant knowingly rendered an erroneous certification, beyond other remedies available to the Federal Government, the City of Duluth may end this transaction for cause of default. The prospective primary participant shall provide immediate written notice to the City of Duluth if any time the prospective primary participant learns that his/her certification was erroneous when submitted or has become erroneous due to changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded as used in this clause have the meanings set out in the Definition and Coverage sections of the rules carrying out Federal Executive Order 12549 dated February 18, 1986. Bidders may contact MnDOT for assistance in obtaining a copy of these regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered, he/she shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the City of Duluth and MnDOT. Nothing contained in this shall be construed to require establishment of system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The prospective primary participant further agrees by submitting this proposal that he/she will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by MnDOT without modification in all solicitations for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that he/she and his/her principals are not debarred, suspended, ineligible, or voluntarily excluded, from the covered transaction by any Federal agency, unless he/she knows that the certification is erroneous. A participant may decide the method and frequency by which he/she decides the eligibility of his/her principals.

Except as authorized by MnDOT, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, beyond other remedies available to the Federal Government, the City of Duluth may end this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters-Primary Covered Transactions

(I)(We) certify that the firm or any person associated with it in the capacity of owner, partner, director, officer, project director, manager auditor, or any position involving the administration of Federal funds:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by any Federal department or agency;
- ☐ have not within the three-year period preceding this proposal been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
- ☐ are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above enumerated offenses;
- ☐ have not within a three year period preceding this application/proposal had one or more transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(I)(We) agree that (my)(our) signatures on this proposal form certification of "status" under penalty of perjury under the laws of the United States.

**NOTICE TO BIDDERS**  
**TRAFFIC CONTROL**  
**PREVAILING WAGE COVERAGE**

The following defines the United States Department of Labor's interpretation of contract labor provision coverage for employees who work for traffic control companies and /or perform traffic control duties.

**Non-covered Supplier Designated Duties:**

Employees of bona fide "Material Persons/Suppliers" are not covered. A Material Person/Supplier is limited to supply, delivery, and routine maintenance (once a week) of barricades, cones, flashers, etc. to the job site.

The following functions, except as qualified in "6." below, do not come under the prevailing wage requirements of the contracts:

1. Supply and delivery of traffic control devices such as barricades, cones, barrels, flashers and signboards.
2. Routine and periodic maintenance service (usually once a week).
3. Removal of equipment from job site.
4. In connection with delivery, they may drop the equipment at a central stockpile location or at various locations along the project. Employees of company may set-up the equipment as long as such set-up is by dropping barrels and cones from the back of a moving truck.
5. Maintenance would consist of inspecting and cleaning the equipment, replacing broken or lost equipment, replacing barricades knocked down or out of line, and changing light bulbs and barricades.
6. If an employee spends more than 20% of their workweek performing the above duties on a Davis-Bacon (Federal-Aid) project or other Davis-Bacon (Federal-Aid) projects, prevailing wage rates would apply for the time so spent.

**Covered Contractor or Subcontractor Duties:**

The following functions are covered under the contract labor provisions. Any contractor performing these duties will need to be listed on a Request to Sublet form and their employees performing the duties will need to be listed on a Certified Payroll form and submitted following the appropriate procedures.

Related and continuing traffic control services such as, but not limited to:

1. Moving barricades and barriers as construction work progresses.
2. Moving barricades for lane closures and changes.
3. Painting traffic lines.
4. Sandblasting to remove traffic lines.
5. Applying and removing traffic tape.
6. Setting up barrels or barricades other than those dropped from the back of a moving truck.
7. Digging postholes to erect temporary warning signs (only).
8. Erection of advance temporary warning signs.
9. Placing temporary signboards.

On Federal-aid Projects (only) when there is no appropriate classification listed under either the state or federal wage determinations, a classification wage rate will be negotiated using the procedures under FHWA 1273, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, Part IV. PAYMENT OF PREDETERMINED MINIMUM WAGE, Subp. 2. Classifications.

## NOTICE TO BIDDERS

This federally funded project is being administered by a city/county agency. As such the Department of Transportation Debarments located at:

<http://www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf> apply to this project.

Since the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <https://www.epls.gov/>.

The Department of Administration Debarment list does NOT apply to this project.

**NOTICE TO BIDDERS  
SUSPENSIONS/DEBARMENTS**

November 15, 2016  
Page 1 of 4

**DEPARTMENT OF TRANSPORTATION**

**NOTICE OF DEBARMENT**

**NOTICE IS HEREBY GIVEN** that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Fibertech, Inc. and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

**NOTICE IS HEREBY GIVEN** that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective January 12, 2015 until January 12, 2018:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore, MN
- Elmore Truck and Trailer, Inc., Elmore, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

NOTICE TO BIDDERS  
SUSPENSIONS/DEBARMENTS

November 15, 2016

Page 2 of 4

**DEPARTMENT OF ADMINISTRATION**

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

<b>NAME</b>	<b>DATE OF SUSPENSION</b>
Ace Hydro Seeding, Inc. Crystal VanMuyden 909 Central Avenue North #125 Park Rapids, MN 56470-1290	August 30, 2016 through March 1, 2017
Asphalt Recycling Solutions, Inc. Donald Wesley Johnson 2068 Homestead Ave. Oakdale, MN 55128-5330	May 24, 2016 through November 24, 2016
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
Wide Open Services, LLC Steve Mittelstaedt 6938 Highway 169 Virginia, MN 55792	March 30, 2016 through September 30, 2016
<b>NAME</b>	<b>DATE OF DEBARMENT</b>
Best Electric Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
C & S Electric, Inc. Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through January 12, 2018
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)
Fibertech, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Glacier, Inc. Joan Niesen 122 Summerfield Drive, PO Box 216 Waverly, MN 55390	May 24, 2016 through November 24, 2016

**NOTICE TO BIDDERS  
SUSPENSIONS/DEBARMENTS**

November 15, 2016

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Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Guaranteed Returns Ronald Carlino, Donna Fallon, Dean Volkes 100 Colin Drive Holbrook, NY 11741	December 5, 2014 through December 31, 2099
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Hunt's Carpet Service, Inc. <sup>1</sup> Robert and Joni Hunt 4102 46th Avenue North Robbinsdale, MN 55422	Sept. 15, 2015 through Sept. 15, 2020
McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
Ocuture, LLC 11930 Camby Park Drive Houston, TX 77047	Dec. 15, 2014 through Dec. 15, 2015 (eligible for reinstatement Dec. 15, 2016)
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	March 11, 2015 through March 11, 2016 (eligible for reinstatement March 11, 2017)
Southwest Paving, Inc. Greg Brakefield 26412 State Highway 29 Deer Creek, MN 56527	March 30, 2016 through March 30, 2017 (eligible for reinstatement March 30, 2018)
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

<sup>1</sup> Debarred by Hennepin County from working on any Hennepin County projects as a general contractor or subcontractor at any tier. Minn. Rules Part 1230.1150, subpart 2, item B, subitem (1) provides that any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the (Department of Administration, Materials Management) division under the same terms and limits of the original debarment.



NOTICE TO BIDDERS  
SUSPENSIONS/DEBARMENTS

November 15, 2016  
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If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <http://sam.gov>.

This list does not include preclusion actions taken by cities, counties or local authorities. Consult local authorities to ensure that contractors, subcontractors and materials suppliers are not currently suspended or debarred.



**INDEXES AND APPENDICES**  
**S.P. 118-060-012**  
**FED NO. TA 6917 (223)**  
**CITY OF DULUTH PROJECT NO. 1494**  
**JUNE 2017**

**Division A**

Federally Funded Contracts Special Provisions Division A – Labor  
Federal Wage Rates  
Notice to Bidders – Prompt Payment Statute  
State Wage Rates  
Minnesota Truck Rental Rates

**Division SP**

See enclosed Table of Contents

**Appendix A – City Documents**

Instruction to Bidders  
Bid Form  
Exhibit A - Schedule of Prices  
Data for Labor Cost Bidding  
Performance Bond Form  
Payment Bond Form  
Insurance Requirements  
Contract – sample  
Supplemental General Conditions – Part 2



## **DIVISION A**



# FEDERALLY FUNDED CONSTRUCTION CONTRACTS

## SPECIAL PROVISIONS DIVISION A - LABOR

### February 1, 2006

#### I. PREAMBLE

It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.<sup>1</sup>

Therefore, the department shall administer this contract pursuant to the **Federal Davis-Bacon and Related Acts, Required Contract Provisions Federal-Aid Construction Contracts, Form-1273, U.S. Department of Labor's Field Operations Handbook, State of Minnesota Statutes and Rules, MN/DOT's Standard Specifications for Construction, MN/DOT's Contract Administration Manual and MN/DOT's State Aid Manual.**

#### II. DEFINITIONS<sup>2</sup>

- A. **Contract**: The written agreement between the contracting authority and the prime contractor setting forth their obligations, including, but not limited to, the performance of the work, the furnishing of labor and materials, the basis of payment, and other requirements contained in the contract documents.
- B. **Contracting Authority**: The political subdivision, governmental body, board, department, commission, or officer making the award and execution of contract as the party of the first part.
- C. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.<sup>3</sup>
- D. **Department**: The Department of Transportation of the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the contract work within its jurisdiction.
- E. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- F. **Independent Truck Owner/Operator (ITO)**: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity that provides construction services to a public works project.<sup>4</sup>
- G. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.<sup>5</sup>
- H. **Plan**: The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the work to be done.
- I. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

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<sup>1</sup> Minnesota Statute 177.41

<sup>2</sup> MN/DOT Standard Specifications for Construction, Section 1103

<sup>3</sup> Minnesota Statute 177.44, Subdivision 1

<sup>4</sup> Minnesota Rules 5200.1106, Subpart 7(A)

<sup>5</sup> Minnesota Rules 5200.1106, Subpart 5(A)

- J. **Project**: The specific section of the highway, the location, or the type of work together with all appurtenances and construction to be performed under the contract.
- K. **Second Tier Subcontractor**: An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- L. **Special Provisions**: Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.
- M. **Specifications**: A general term applied to all directions, provisions, and requirements pertaining to performance of the work.
- N. **Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor or subcontractor sublets part of the contract.
- O. **Substantially In Place**: Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.<sup>6</sup>
- P. **Trucking Broker**: An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided and making payment to the providers for the services.<sup>7</sup>
- Q. **Trucking Firm/Multiple Truck Owner (MTO)**: Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.<sup>8</sup>
- R. **Work**: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract upon the contractor. Also used to indicate the construction required or completed by the contractor.

### III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

- A. These provisions shall apply to this contract, which is funded in whole or in part with federal funds<sup>9</sup> and state funds.<sup>10</sup>
- B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.<sup>11</sup>
- C. The provisions established in this document do not necessarily represent all federal, state, and local laws, ordinances, rules and regulations. It is the responsibility of the prime contractor to inform itself and all subcontractors about other regulations that may be applicable to this contract.
- D. The prime contractor is responsible to ensure that each subcontractor performing work under this contract receives copies of all required contract provisions.<sup>12</sup> These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.<sup>13</sup>
- E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules<sup>14</sup>, along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

<sup>6</sup> Minnesota Rules 5200.1106, Subpart 5(C)

<sup>7</sup> Minnesota Rules 5200.1106, Subpart 7(C)

<sup>8</sup> Minnesota Rules 5200.1106, Subpart 7(B)

<sup>9</sup> 29 CFR Part 5.5(a)

<sup>10</sup> Minnesota Statute 177.41

<sup>11</sup> Minnesota Statute 177.44, Subdivision 1

<sup>12</sup> 29 CFR Part 5.5(a)(6)

<sup>13</sup> Minnesota Statute 177.44, Subdivision 5



- F. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis.<sup>15</sup> Therefore, the department shall provide enforcement in a manner consistent with the decision notwithstanding any prior notices on the subject.
- G. For additional information refer to: [www.dot.state.mn.us/const/labor/](http://www.dot.state.mn.us/const/labor/).

#### IV. PAYROLLS AND STATEMENTS

- A. Each week, in which work was performed under this contract, all contractors shall submit a payroll statement to the department.<sup>16</sup> Each statement shall be submitted within seven days after the regular payment date of the payroll period.<sup>17</sup> Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:<sup>18</sup>
  - 1. Contractor's name, address, and telephone number.
  - 2. State project number.
  - 3. Payroll report number.
  - 4. Project location.
  - 5. Workweek ending date.
  - 6. Name, social security number, and home address for each employee.
  - 7. Labor classification(s) and/or three-digit code for each employee.
  - 8. Hourly straight time and overtime wage rates paid to each employee.
  - 9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
  - 10. Authorized legal deductions for each employee.
  - 11. Project gross amount, weekly gross amount and net wages paid to each employee.
- B. Payroll records may be submitted in any form provided it includes all the information contained in **Subpart A (1 - 11)** of this section.<sup>19</sup> However, contractors needing a payroll form may utilize the "front side" of the **U.S. Department of Labor's, WH-347 - Payroll Form**. This form is available by visiting the Labor Compliance website.<sup>20</sup>
- C. All payroll records must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**.<sup>21</sup>
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed.<sup>22</sup>
- E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued.<sup>23</sup>

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<sup>14</sup> Minnesota Rules 8820.3000, Subpart 2

<sup>15</sup> Minnesota Court of Appeals Case Number: C6-97-1582

<sup>16</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

<sup>17</sup> 29 CFR Part 3.4(a)

<sup>18</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>19</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

<sup>20</sup> [www.dot.state.mn.us/const/labor/](http://www.dot.state.mn.us/const/labor/)

<sup>21</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>22</sup> 29 CFR Part 5.5(a)(6)

<sup>23</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(a)

- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate detailed earnings statement.<sup>24</sup>
- G. Upon request from the U.S. Department of Labor (U.S. DOL), Federal Highway Administration (FHWA), Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.<sup>25</sup>
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MN/DOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the **MN/DOT Contract Administration Manual, Section A(4)(d)**. The program has not been approved for federal-aid contracts administered by local units of government and will not be allowed for such contracts. However, the program may be utilized for local state-aid contracts.
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT)**.

## V. WAGE RATES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the U.S. DOL federal general decision(s) and the MN/DLI state prevailing wage determination(s) incorporated into and found elsewhere in this contract, **whichever is greater**. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project and for the appropriate classification of labor.
  - 1. Federal building, heavy and highway general decisions are specific to the county in which the construction work is being performed; a decision does not cross county or state lines.<sup>26</sup> If a project extends into more than one county or state, the applicable wage decision for each county or state shall be incorporated into and found elsewhere in this contract.
  - 2. State highway and heavy wage determinations are specific to ten separate regions throughout the state of Minnesota. If a project extends into more than one region, the applicable wage decision for each region shall be incorporated into and found elsewhere in this contract.
    - a. If this contract contains multiple highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rates.<sup>27</sup>
  - 3. State commercial wage determinations are specific to the county in which the construction work is being performed. If a project extends into more than one county, the applicable wage determination for each county shall be incorporated into and found elsewhere in this contract.
    - a. If this contract contains multiple commercial wage determinations, there shall be only one standard of hours of labor and wage rates.<sup>28</sup>
- B. Wage rates listed in the federal and/or state wage determination(s) contain two components: the hourly basic rate and the fringe rate; together they equal the total prevailing wage rate. A

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<sup>24</sup> Minnesota Statute 181.032

<sup>25</sup> Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

<sup>26</sup> 29 CFR Part 1.7(a)

<sup>27</sup> Minnesota Statute 177.44, Subdivision 4

<sup>28</sup> Minnesota Statute 177.44, Subdivision 4

contractor shall compensate a worker at a minimum, a combination of cash and fringe benefits equaling the total prevailing wage rate.<sup>29</sup>

- C. The applicable certified wage decisions incorporated into and found elsewhere in this contract remain in effect for the life of this contract. The wage decisions do not necessarily represent the workforce that can be obtained at the rates certified by the U.S. DOL or MN/DLI. It is the responsibility of the prime contractor and any subcontractor to inform themselves about local labor conditions and prospective changes or adjustments to the wage rates. No increase in this contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.
- D. A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U.S. DOL or MN/DLI is less than the worker's normal hourly wage.<sup>30</sup>
- E. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.<sup>31</sup>
  - 1. In situations where a delay may exceed twenty consecutive minutes and the contractor requires a worker to remain on the premises or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"<sup>32</sup> and shall be compensated in accordance with **Subpart B** of this section, unless the worker is allowed or required to leave the project site.
- F. A contractor making payment to an employee, laborer, mechanic, worker, or truck owner-operator shall not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.<sup>33</sup>
- G. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.<sup>34</sup>

## VI. BONA FIDE FRINGE BENEFITS

- A. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan or program, without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health and life insurance.<sup>35</sup>
- B. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than funded by contributions made to a trustee, third person, fund, plan or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday plans, vacation plans and sick plans.<sup>36</sup>
- C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:<sup>37</sup>
  - 1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;

<sup>29</sup> Minnesota Statute 177.42, Subdivision 6

<sup>30</sup> Minnesota Statute 181.03, Subdivision 1(2)

<sup>31</sup> Minnesota Rules 5200.0120, Subpart 1

<sup>32</sup> Minnesota Rules 5200.0120, Subpart 2

<sup>33</sup> Minnesota Rules 5200.1106, Subpart 6

<sup>34</sup> Minnesota Statute 177.44, Subdivision 6

<sup>35</sup> 29 CFR Parts 5.26 and 5.27

<sup>36</sup> 29 CFR Part 5.28

<sup>37</sup> 29 CFR Part 5.23

2. are legally enforceable;
  3. have been communicated in writing to the employee; and
  4. are made available to the employee once he/she has met all eligibility requirements.
- D. No credit shall be allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.<sup>38</sup>
- E. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of fringe benefit records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.<sup>39</sup>
- F. In addition to the requirements set forth in **Subpart C** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state fringe benefit regulations that may be applicable to this contract.
- G. Contractors shall submit a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**, identifying any fringe contributions made on behalf of a worker.<sup>40</sup> The form must be submitted in accordance with section **IV (PAYROLLS AND STATEMENTS), Subparts A and C**.
- H. Pursuant with *Minnesota Statute 181.74, Subdivision 1*, a contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions may be guilty of a gross misdemeanor. A contractor found in violation of the above-mentioned statute shall compel the department to take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT)**.

## VII. OVERTIME

- A. A contractor shall not permit or require a worker to work in excess of 40 hours per week unless the worker is compensated at a rate not less than 1-1/2 times the basic hourly rate as determined by the United States Secretary of Labor.<sup>41</sup>
- B. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic hourly rate of pay.<sup>42</sup> The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.<sup>43</sup>
- C. In addition to the requirements set forth in **Subparts A and B** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state overtime regulations that may be applicable to this contract.

## VIII. LABOR CLASSIFICATIONS

- A. All contractors shall refer to the federal general decision or the state wage determination incorporated into and found elsewhere in this contract to obtain an applicable job classification. Workers must be classified and compensated for the actual work performed regardless of the worker's skill level.<sup>44</sup> The prime contractor shall ensure that all contractors adhere to the following requirements:

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<sup>38</sup> 29 CFR Part 5.29(f)

<sup>39</sup> Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

<sup>40</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>41</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 7

<sup>42</sup> Minnesota Statute 177.44, Subdivision 1

<sup>43</sup> Minnesota Statute 177.42, Subdivision 4

<sup>44</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

1. Prior to performing work under this contract, all contractors shall review the federal general decision and complete a **U.S. DOL, SF-1444 - Request for Authorization of Additional Classification and Wage Rate Form** for any labor classification missing from the decision and submit it to the MN/DOT Labor Compliance Unit for processing.<sup>45</sup>
2. If a contractor cannot determine an appropriate job classification, state law requires that the worker be assigned a job classification that is the "same or most similar".<sup>46</sup> Contractors should refer to the Master Job Classification List<sup>47</sup> to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MN/DOT Labor Compliance Unit.

## **IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN**

- A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements<sup>48</sup> for the classification of work performed and shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**. In order to ensure compliance, the department may examine the subcontract agreement to determine if the bid price submitted covers the applicable prevailing wage rate for the number of hours worked, along with other records, deemed appropriate by the department.<sup>49</sup>
- B. Pursuant with state regulations, owners, supervisors and foreman performing work under the contract<sup>50</sup> shall be compensated in accordance with section **V (WAGE RATES)**. Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.
- C. Pursuant with federal regulations, the contract labor provisions do not apply to owners, supervisors or foreman whose duties are primarily associated with bona fide administrative, executive or clerical positions. These individuals are not deemed to be laborers or mechanics.<sup>51</sup>
  1. However, working owners, supervisors and/or foreman who devote more than 20 percent of their time during a workweek to laborer or mechanic duties are considered laborers or mechanics for the time so spent and are subject to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

## **X. APPRENTICES, TRAINEES AND HELPERS**

- A. An apprentice is not subject to the federal and/or state wage decisions incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:<sup>52</sup>
  1. The apprentice is performing the work of his/her trade.
  2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MN/DLI Division of Voluntary Apprenticeship.
  3. The apprentice is compensated according to the rate specified in the program for the level of progress.

<sup>45</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 2

<sup>46</sup> Minnesota Statute 177.44, Subdivision 1

<sup>47</sup> Minnesota Rules 5200.1100

<sup>48</sup> 29 CFR Part 5.2(o) and Minnesota Statute 177.41

<sup>49</sup> Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

<sup>50</sup> Minnesota Statute 177.44, Subdivision 1

<sup>51</sup> 29 CFR Part 5.2(m)

<sup>52</sup> Minnesota Rules 5200.1070

4. The ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the contractor's entire work force under the registered program.<sup>53</sup>
- B. A trainee is not subject to the federal general decision incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:<sup>54</sup>
1. The trainee is performing the work of his/her trade.
  2. The trainee is registered with the U.S. DOL Employment and Training Administration.
  3. The trainee is compensated according to the rate specified in the program for the level of progress.
  4. The ratio of trainees to journeyman workers on the project is not greater than the ratio permitted under the program.
  5. All hours worked in excess of the prescribed hours allowed under the program and/or this contract shall be paid at the journeyman wage rate incorporated into and found elsewhere in this contract.
  6. A trainee is not exempt under state law; the contractor shall assign the trainee a job classification that is the "same or most similar"<sup>55</sup> and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:<sup>56</sup>
    - a. employed and registered in a bona-fide apprenticeship program; or
    - b. employed in the first 90 days of probationary employment as an apprentice, is not registered in the apprenticeship program, but has been certified by the proper government authorities to be eligible for probationary employment as an apprentice.
- C. A helper may perform work only if the helper classification is specified and defined in the federal general decision incorporated into and found elsewhere in this contract or is approved pursuant to the federal conformance procedure:<sup>57</sup>
1. A helper is not exempt under state law; a contractor shall assign the helper a job classification that is the "same or most similar"<sup>58</sup> and compensate the helper for the actual work performed regardless of the helper's skill level.<sup>59</sup>
- D. If a contractor fails to demonstrate compliance with the terms established in **Subparts A - C** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual work performed.<sup>60</sup>

## **XI. SUBCONTRACTING PART OF THIS CONTRACT<sup>61</sup>**

- A. If the prime contractor intends to sublet any portion of this contract, it shall complete and submit a **MN/DOT, TP-21834, Request To Sublet Form** to the project engineer 10 days prior to the first day of work for any subcontractor.
- B. The prime contractor shall not subcontract any portion of this contract without prior written consent from the project engineer.

<sup>53</sup> MN/DOLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director

<sup>54</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(b)

<sup>55</sup> Minnesota Statute 177.44, Subdivision 1

<sup>56</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

<sup>57</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(c)

<sup>58</sup> Minnesota Statute 177.44, Subdivision 1

<sup>59</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

<sup>60</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(a)(b)(c)

<sup>61</sup> MN/DOT Standard Specifications for Construction, Section 1801

- C. The prime contractor's organization shall perform work amounting to not less than 40 percent of the total original contract cost. However, contracts with Disadvantaged Business Enterprise (DBE) or Targeted Group Business (TGB) established goals, or both, the contractor's organization shall perform work amounting to not less than 30 percent of the total original contract cost.
- D. A first tier subcontractor shall not subcontract any portion of its work under this contract unless approved by the prime contractor and the project engineer. In addition, a first tier subcontractor may only subcontract up to 50% of its original subcontract.
- E. A second tier subcontractor shall not subcontract any portion of its work under this contract.
- F. Written consent to subcontract any portion of this contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.
- G. Contractors shall not subcontract with or purchase materials or services from a debarred or suspended person.<sup>62</sup>

## **XII. POSTER BOARDS**

- A. The prime contractor shall construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100 percent complete.<sup>63</sup> The prime contractor is not allowed to place a poster board at an off-site location.
  - 1. The prime contractor can obtain the required posters by contacting MN/DOT at (651) 366-3091. The prime contractor will need to furnish its name, mailing address, the type of posters (federal-aid) and the quantity needed.

## **XIII. EMPLOYEE INTERVIEWS**

- A. At any time the prime contractor shall permit representatives from the U.S. DOL, FHWA, MN/DLI, or the Department to interview its workers and those of any subcontractor during working hours on the project.<sup>64</sup>

## **XIV. TRUCKING / OFF-SITE FACILITIES**

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated in accordance with the federal wage decision incorporated into and found elsewhere in this contract for the following work duties:
  - 1. The processing or manufacturing of material, including the hauling of material to and from an immediately adjacent, dedicated off-site facility.<sup>65</sup>
  - 2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project.<sup>66</sup>
- B. The prime contractor is responsible to ensure that its workers and those of all subcontractors, are compensated in accordance with the state wage determination incorporated into and found elsewhere in this contract for the following work duties:
  - 1. The processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separate commercial establishment.<sup>67</sup>

<sup>62</sup> Minnesota Statute 161.315, Subdivision 3(3)

<sup>63</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

<sup>64</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(g)

<sup>65</sup> 29 CFR Part 5.2(l)(2)

<sup>66</sup> 29 CFR Part 5.2(j)(1)

<sup>67</sup> ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

2. The processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment.<sup>68</sup>
  3. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.<sup>69</sup>
  4. The delivery of materials from a non-commercial establishment to the project and the return haul.<sup>70</sup>
  5. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.<sup>71</sup>
  6. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.<sup>72</sup>
  7. The delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place" and the return haul, either empty or loaded.<sup>73</sup>
- C. The work duties prescribed in **Subpart A (1 - 2) and Subpart B (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor to inform itself and all subcontractors about other applicable job duties that may be subject to this contract labor provisions.
- D. A contractor acquiring trucking services from an ITO, MTO and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates,<sup>74</sup> which are incorporated into and found elsewhere in this contract.
1. Each month, in which hauling activities were performed under this contract, the prime contractor and all subcontractors shall submit a **MN/DOT, TP-90550 - Month-End Trucking Report** and **MN/DOT, TP-90551 - Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to the department.<sup>75</sup> The specifications regarding the dates for submission can be found near the bottom of the **MN/DOT, TP-90551 - Statement of Compliance Form**.
- E. A Truck Broker contracting to provide trucking services in the construction industry may charge a reasonable broker fee to the provider of trucking services.<sup>76</sup> The prime contractor and any subcontractor contracting to receive trucking services shall not assess a broker fee.
- F. A contractor with employee truck drivers shall adhere to the requirements established in **Sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.
- G. If after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, the department may take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT)**.

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<sup>68</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>69</sup> Minnesota Rules 5200.1106, Subpart 3B(1)

<sup>70</sup> Minnesota Rules 5200.1106, Subpart 3B(2)

<sup>71</sup> Minnesota Rules 5200.1106, Subpart 3B(3)

<sup>72</sup> Minnesota Rules 5200.1106, Subpart 3B(4)

<sup>73</sup> Minnesota Rules 5200.1106, Subpart 3B(5)(6)

<sup>74</sup> Minnesota Rules 5200.1106, Subpart 1

<sup>75</sup> Minnesota Rules 5200.1106, Subpart 10

<sup>76</sup> Minnesota Rules 5200.1106, Subpart 7(C)



**XV. CHILD LABOR**

- A. No worker under the age of 18 is allowed to perform work on construction projects.<sup>77</sup>
- B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.<sup>78</sup> However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.<sup>79</sup>
- C. To protect the interests of the department, the project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age<sup>80</sup> and compliance with all applicable federal and/or state regulations.<sup>81</sup>

**XVI. NON-COMPLIANCE AND ENFORCEMENT**

- A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, ITO, MTO and/or Truck Broker.<sup>82</sup>
- B. If it is determined that a contractor has violated federal and/or state prevailing wage laws, or any portion of this contract, the department may implement, after written notice, one or more of the following sanctions:
  - 1. Withhold or cause to be withheld from the prime contractor under this contract, or any other federally funded contract with the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay workers employed by the prime contractor or any subcontractor the full amount of wages required by this contract.<sup>83</sup>
  - 2. Withhold or cause to be withheld from the prime contractor such amounts in considerations or assessments against the prime contractor, whether arising from this contract or other contract with the department.<sup>84</sup>
  - 3. The department may reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with the department.<sup>85</sup>
  - 4. The department may take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate this contract for failure to demonstrate compliance with these provisions.<sup>86</sup>
- C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.<sup>87</sup>
- D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution<sup>88</sup> and may be grounds for debarment proceedings.<sup>89</sup>

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<sup>77</sup> Minnesota Rules 5200.0910, Subpart F

<sup>78</sup> Minnesota Rules 5200.0930, Subpart 4

<sup>79</sup> 29 CFR Part 570.2(a)(ii)

<sup>80</sup> Minnesota Statute 181A.06, Subdivision 4

<sup>81</sup> MN/DOT Standard Specifications for Construction, Section 1701

<sup>82</sup> MN/DOT Standard Specifications for Construction, Section 1801

<sup>83</sup> Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 6

<sup>84</sup> MN/DOT Standard Specifications for Construction, Section 1906

<sup>85</sup> Minnesota Statute 161.32, Subdivision 1(d)

<sup>86</sup> MN/DOT Standard Specifications for Construction, Section 1808

<sup>87</sup> Minnesota Statute 177.44, Subdivision 6

<sup>88</sup> Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5 177.44, Subdivision 6, 609.63

<sup>89</sup> Minnesota Statute 161.315



General Decision Number: MN170001 01/06/2017 MN1

Superseded General Decision Number: MN20160001

State: Minnesota

Construction Type: Highway

Counties: Carlton, Cook, Itasca, Koochiching, Lake, Pine and St Louis Counties in Minnesota.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUMN2016-001 05/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 32.87	20.96
CARPENTER.....	\$ 35.65	17.08
CEMENT MASON/CONCRETE FINISHER...	\$ 34.20	17.38
ELECTRICIAN		
Electrician.....	\$ 35.01	24.62
Ground Person.....	\$ 28.26	13.92
Lineman.....	\$ 32.27	14.11
Wiring System Installer.....	\$ 25.84	12.02
Wiring System Technician....	\$ 36.90	14.43
IRONWORKER.....	\$ 30.94	23.45
LABORER		
Blaster.....	\$ 28.89	15.33
Common or General.....	\$ 29.23	17.02
Flag Person.....	\$ 29.23	17.02
Landscape.....	\$ 27.64	12.64
Skilled.....	\$ 29.23	17.02
Underground & Open Ditch (8 ft below grade).....	\$ 29.93	17.02

MILLWRIGHT.....	\$ 37.83	15.33
PAINTER (Including Pavement Marking).....	\$ 28.01	18.77
PILEDRIVERMAN.....	\$ 35.65	17.08
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 34.39	18.90
GROUP 3.....	\$ 33.84	18.90
GROUP 4.....	\$ 33.54	18.90
GROUP 5.....	\$ 30.50	18.90
GROUP 6.....	\$ 29.29	18.90
Special Equipment		
Articulated Hauler.....	\$ 33.54	18.90
Boom Truck.....	\$ 35.54	18.90
Landscaping Equipment.....	\$ 21.17	13.99
Off-Road Truck.....	\$ 31.37	16.70
Pavement Marking or Marking Removal Equipment Operator (one or two person operators), Self-Propelled Truck or Trailer Mounted Units.....		
	\$ 28.36	16.36

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg) (power) (skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobil; Crushing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill, Dual Tractor; Elevating Grader; Fort Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher

Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Tench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or similar tractor 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, Truck Crane, Dragline, Crusher and Milling Machine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

#### TRUCK DRIVER

GROUP 1.....	\$ 30.15	15.20
GROUP 2.....	\$ 26.30	14.40
GROUP 3.....	\$ 26.20	14.40
GROUP 4.....	\$ 27.82	17.20

#### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner.....	\$ 29.93	17.02
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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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.

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#### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

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## **NOTICE TO BIDDERS**

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors.

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1985 c 136 s 5; 1995 c 31 s 1



## MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



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

### Construction Type: Highway and Heavy

### Region Number: 01

Counties within region:

- CARLTON-09
- COOK-16
- ITASCA-31
- KOOCHICHING-36
- LAKE-38
- PINE-58
- ST. LOUIS-69

Effective: 2016-11-07      Revised: 2017-01-17

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 Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

Refer questions concerning the prevailing wage rates 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](mailto:DLI.PrevWage@state.mn.us)

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2016-11-07	29.23	17.02	46.25
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2016-11-07	29.23	17.02	46.25

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2016-11-07	21.17	13.99	35.16
104	FLAG PERSON	2016-11-07	29.23	17.02	46.25
105	WATCH PERSON	2016-11-07	25.68	16.77	42.45
106	BLASTER	2016-11-07	32.23	17.02	49.25
107	PIPELAYER (WATER, SEWER AND GAS)	2016-11-07	31.73	17.02	48.75
108	TUNNEL MINER	2016-11-07	29.93	17.02	46.95
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2016-11-07	29.93	17.02	46.95
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.	2016-11-07	29.23	17.02	46.25
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2016-11-07	29.23	17.02	46.25
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2016-11-07	22.15	12.76	34.91
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2016-11-07	33.54	18.90	52.44
		2017-05-01	33.74	19.70	53.44
202	BOOM TRUCK	2016-11-07	33.54	18.90	52.44
		2017-05-01	33.74	19.70	53.44
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	2016-11-07	29.29	18.90	48.19
		2017-05-01	29.49	19.70	49.19
204	OFF-ROAD TRUCK	2016-11-07	31.37	16.70	48.07

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2016-11-07	28.36	19.32	47.68
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2</b>	2016-11-07	34.39	18.90	53.29
	2017-05-01	34.59	19.70	54.29
302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305 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. (HIGHWAY AND HEAVY ONLY)				
306 GRADER OR MOTOR PATROL				
307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>	2016-11-07	33.84	18.90	52.74
	2017-05-01	34.04	19.70	53.74
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313 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 (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316 LOCOMOTIVE CRANE OPERATOR				
317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320 TANDEM SCRAPER				
321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>	2016-11-07	33.54	18.90	52.44
	2017-05-01	33.74	19.70	53.44
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331 CHIP HARVESTER AND TREE CUTTER				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340 DUAL TRACTOR				
341 ELEVATING GRADER				
342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344 FRONT END, SKID STEER OVER 1 TO 5 C YD				
345 GPS REMOTE OPERATING OF EQUIPMENT				
346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>	2016-11-07	30.50	18.90	49.40
	2016-11-07	30.50	18.90	49.40
	2017-05-01	30.70	19.70	50.40
369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
373 FRONT END, SKID STEER UP TO 1C YD				
374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375 HYDRAULIC LOG SPLITTER				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378 POWER ACTUATED AUGER AND BORING MACHINE				
379 POWER ACTUATED JACK				
380 PUMP (HIGHWAY AND HEAVY ONLY)				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
<b>GROUP 6</b>	2016-11-07	29.29	18.90	48.19
	2017-05-01	29.49	19.70	49.19
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388 CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389 DREDGE DECK HAND				
390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393 LEVER PERSON				
394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1</b>	2016-11-07	29.70	15.65	45.35
	2017-05-01	30.25	16.60	46.85
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>	2016-11-07	29.15	15.65	44.80
	2017-05-01	29.70	16.60	46.30
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>	2016-11-07	29.05	15.65	44.70
	2017-05-01	29.60	16.60	46.20
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
<b>GROUP 4</b>	2016-11-07	28.20	14.80	43.00
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>				
701 HEATING AND FROST INSULATORS	2016-11-07	40.31	16.75	57.06
702 BOILERMAKERS	2016-11-07	35.15	27.02	62.17
703 BRICKLAYERS	2016-11-07	32.91	22.82	55.73
704 CARPENTERS	2016-11-07	34.57	18.16	52.73
705 CARPET LAYERS (LINOLEUM)	2016-11-07	32.13	12.85	44.98
706 CEMENT MASONS	2016-11-07	33.95	17.63	51.58
707 ELECTRICIANS	2016-11-07	34.92	25.06	59.98
	2017-06-03	35.83	25.71	61.54
711 GROUND PERSON	2016-11-07	21.61	11.03	32.64
712 IRONWORKERS	2016-11-07	31.54	24.90	56.44
713 LINEMAN	2016-11-07	32.27	14.11	46.38
714 MILLWRIGHT	2016-11-07	36.95	16.21	53.16
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2016-11-07	30.06	17.62	47.68
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2016-11-07	34.57	18.16	52.73
717 PIPEFITTERS . STEAMFITTERS	2016-11-07	40.85	18.66	59.51
719 PLUMBERS	2016-11-07	40.85	18.66	59.51
721 SHEET METAL WORKERS	2016-11-07	30.51	24.28	54.79
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
725 TILE FINISHERS				



<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
727 WIRING SYSTEM TECHNICIAN	2016-11-07	36.90	14.97	51.87
	2017-07-01	37.82	14.97	52.79
728 WIRING SYSTEMS INSTALLER	2016-11-07	25.84	12.40	38.24
	2017-07-01	26.49	12.40	38.89
729 ASBESTOS ABATEMENT WORKER	2016-11-07	29.20	17.43	46.63
	2017-01-01	29.95	18.03	47.98
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			



**NOTICE OF CERTIFICATION OF TRUCK RENTAL RATES AND EFFECTIVE DATE PURSUANT TO MINNESOTA RULES, PART 5200.1105**

From April 6, 2015, to June 5, 2015, the Department of Labor and Industry (DLI) conducted a truck operational cost survey. On January 25, 2016, the Commissioner of DLI certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on November 16, 2015, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on December 3, 2015.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 8 individuals attended the informal conference. None of the attendees at the informal conference commented on the Determination of the Construction Truck Rental Rates or contacted the department with comments regarding the rates prior to the date of this Certification.

Truck rental rates are determined by adding the certified prevailing wage driver rate in each region to the statewide operating cost survey data. The minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

<b>3 Axle Units</b>				
	<b>Effective Date</b>	<b>Certified 607 Driver Rate</b>	<b>Surveyed Operating Cost</b>	<b>Determined Truck Rental Rate</b>
<b>Region 1</b>	Certification date	\$40.60	\$37.35	\$77.95
<b>Region 2</b>	Certification date	\$34.26	\$37.35	\$71.61
<b>Region 3</b>	Certification date	\$36.91	\$37.35	\$74.26
	May 1, 2016	\$38.36	\$37.35	\$75.71
<b>Region 4</b>	Certification date	\$40.63	\$37.35	\$77.98
<b>Region 5</b>	Certification date	\$43.65	\$37.35	\$81.00
	May 1, 2016	\$44.85	\$37.35	\$82.20
<b>Region 6</b>	Certification date	\$41.45	\$37.35	\$78.80
	May 1, 2016	\$42.90	\$37.35	\$80.25
<b>Region 7</b>	Certification date	\$36.91	\$37.35	\$74.26
	May 1, 2016	\$38.36	\$37.35	\$75.71
<b>Region 8</b>	Certification date	\$13.77	\$37.35	\$51.12
<b>Region 9</b>	Certification date	\$43.65	\$37.35	\$81.00

	May 1, 2016	\$45.10	\$37.35	\$82.45
<b>Region 10</b>	Certification date	\$13.77	\$37.35	\$51.12
<b>4 or More Axle Units</b>				
	<b>Effective Date</b>	<b>Certified 604 Driver Rate</b>	<b>Surveyed Operating Cost</b>	<b>Determined Truck Rental Rate</b>
<b>Region 1</b>	Certification date	\$40.70	\$50.82	\$91.52
<b>Region 2</b>	Certification date	\$37.06	\$50.82	\$87.88
	May 1, 2016	\$38.51	\$50.82	\$89.33
<b>Region 3</b>	Certification date	\$37.06	\$50.82	\$87.88
	May 1, 2016	\$38.51	\$50.82	\$89.33
<b>Region 4</b>	Certification date	\$23.88	\$50.82	\$74.70
<b>Region 5</b>	Certification date	\$28.17	\$50.82	\$78.99
<b>Region 6</b>	Certification date	\$41.55	\$50.82	\$92.37
	May 1, 2016	\$43.00	\$50.82	\$93.82
<b>Region 7</b>	Certification date	\$37.40	\$50.82	\$88.22
<b>Region 8</b>	Certification date	\$16.32	\$50.82	\$67.14
<b>Region 9</b>	Certification date	\$43.75	\$50.82	\$94.57
	May 1, 2016	\$45.20	\$50.82	\$96.02
<b>Region 10</b>	Certification date	\$16.02	\$50.82	\$66.84

<b>Tractor</b>						
	<b>Effective Date</b>	<b>Certified 602 Driver Rate</b>	<b>Surveyed Operating Cost</b>	<b>Determined Tractor Only Truck Rental Rate</b>	<b>Plus Trailer Operating Cost</b>	<b>Determined Tractor Trailer Rental Rate</b>
<b>Region 1</b>	Certification date	\$43.90	\$49.17	\$93.07	\$11.46	\$104.53
	May 1, 2016	\$45.35	\$49.17	\$94.52	\$11.46	\$105.98
<b>Region 2</b>	Certification date	\$37.57	\$49.17	\$86.74	\$11.46	\$98.20
	May 1, 2016	\$39.02	\$49.17	\$88.19	\$11.46	\$99.65
<b>Region 3</b>	Certification date	\$27.10	\$49.17	\$76.27	\$11.46	\$87.73
<b>Region 4</b>	Certification date	\$24.45	\$49.17	\$73.62	\$11.46	\$85.08
<b>Region 5</b>	Certification date	\$26.27	\$49.17	\$75.44	\$11.46	\$86.90
<b>Region 6</b>	Certification date	\$39.45	\$49.17	\$88.62	\$11.46	\$100.08

<b>Region 7</b>	Certification date	\$27.55	\$49.17	\$76.72	\$11.46	\$88.18
<b>Region 8</b>	Certification date	\$37.57	\$49.17	\$86.74	\$11.46	\$98.20
	May 1, 2016	\$39.02	\$49.17	\$88.19	\$11.46	\$99.65
<b>Region 9</b>	Certification date	\$44.30	\$49.17	\$93.47	\$11.46	\$104.93
	May 1, 2016	\$45.75	\$49.17	\$94.92	\$11.46	\$106.38
<b>Region 10</b>	Certification date	\$24.50	\$49.17	\$73.67	\$11.46	\$85.13

The minimum truck rental rate for these four types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

**Ken B. Peterson,**

COMMISSIONER




## **DIVISION SP**





## CERTIFICATION

I 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.

  
Signature

Joseph D. Litman  
Typed or Printed Name

June 5, 2017  
Date

21833  
License No.

**SPECIAL PROVISIONS**  
**SP 118-060-012, City Job Number: 1494**  
**West Skyline Parkway: Stone Masonry Retaining Wall Restoration**  
**June 5, 2017**

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The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity. Hard copies of all forms are available at the Engineering Division.

**THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING.**

FORM	FUND	WEB SITE
Bidder's Label for submitting project bids	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Certified Payroll Form WH347	All	<a href="http://www.dol.gov/whd/forms/WH347.pdf">www.dol.gov/whd/forms/WH347.pdf</a>
Contractor's Haul Route	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
IC-134 form	All	<a href="http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf">http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf</a>
IC-134 on-line submittal	All	<a href="https://www.mndor.state.mn.us/tp/contractoraffidavit/">https://www.mndor.state.mn.us/tp/contractoraffidavit/</a>
MN Rules 5200.1105	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1105">https://www.revisor.mn.gov/rules/?id=5200.1105</a>
MN Rules 5200. 1106	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1106">https://www.revisor.mn.gov/rules/?id=5200.1106</a>
MN Statutes 177.41 to 177.44	All	<a href="http://www.revisor.mn.gov/statutes/?id=177">www.revisor.mn.gov/statutes/?id=177</a>
One-Call Instructions	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Request to Sublet TP-21834	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Request to Sublet Summary	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Statement of Compliance Form (8-2013)	All	<a href="http://www.dot.state.mn.us/const/labor/forms.html">www.dot.state.mn.us/const/labor/forms.html</a>
Supplemental General Conditions Part II 4/15/11	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>

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**SP-1 NOTICE TO ALL BIDDERS**

The 2017 Edition of the City of Duluth Public Works & Utilities Department/Engineering Division "Construction Standards" book and any addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The 'Construction Standards' is available on the City website at: <http://www.duluthmn.gov/engineering/standard-construction-specifications/>.

**SP-2 SCOPE OF WORK**

Project consists of stone masonry wall restoration/ rehabilitation at the Oneota Overlook and Section 3 Turnout sites in Duluth, MN. The Oneota Overlook scope includes mortared stone masonry wall reconstruction and repointing, concrete wall cap repair and drainage correction. The Section 3 Turnout scope includes dry-stacked stone masonry wall reconstruction, concrete cap replacement, removal/salvaging/re-setting of guard stones and site monument restoration. Both sites are considered contributing elements to the historic eligible Skyline Parkway. Reconstruction and restoration work must follow the applicable portions of the Secretary of the Interior's (SOI) *Standards for Rehabilitation* in order to preserve the main fabric of the structures. Contractor shall be responsible for all labor, design, materials and incidentals necessary to complete the work in accordance with the contract plans and special provisions.

**SP-3 CONTACT INFORMATION**

Questions regarding this project should be directed to: Joseph Litman, LHB at 218-279-2455, [joe.litman@lhbcorp.com](mailto:joe.litman@lhbcorp.com). Questions beyond describing to the prospective bidder where in the documents the questioned information can be found will be answered in the form of an addendum posted to the City website and notification of such addendums will be sent to all subscribers and planholders.

**SP-4 (1103) DEFINITIONS**

The provisions of MnDOT 1103 are supplemented and/or modified with the following:

**OWNER or DEPARTMENT:** as used in the specifications and special provisions shall be understood to mean the City of Duluth.

**SP-5 RESPONSIBLE CONTRACTOR**

REVISED 06/04/15

The Department cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets

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the minimum criteria specified in that statute by submitting the “Responsible Contractor Verification and Certification of Compliance” form. A company owner or officer must sign the “Responsible Contractor Verification and Certification of Compliance” form under oath verifying compliance with each of the minimum criteria. THE COMPLETED FORMS MUST BE SUMITTED WITH THE BID PROPOSAL.

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department’s request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

A reminder to potential bidders that the Responsible Contractor Verification and Certification of Compliance is required by Minnesota Statute to be submitted with your Bid Proposal. Refer to sections S-14 and 1801 of the City’s “Construction Standards” and the bid documents.

**SP-6 COMPLIANCE WITH TAX LAW REQUIREMENTS**

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a

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“Contractor Affidavit” either online or in paper form (IC134) to the Minnesota Department of Revenue. The contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

Every subcontractor working on the Project must submit an approved “Contractor Affidavit” from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is advised to obtain the certification from each subcontractor as soon as the subcontractor completes work on the Project. Experience has shown that waiting until the project is complete to obtain the forms from all subcontractors is likely to result in significant additional work for the Contractor as it will be difficult or impossible to collect all forms.

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the “Employment Taxes & Employer Responsibilities Seminar” or similarly offered classes. You can find a schedule and more information on the Department’s website at: [www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx](http://www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx).

Complying with this requirement is considered part of the Work under this contract. The Department will enforce this requirement equally with all other Contract requirements. Contractor delay in complying with this requirement will cause the Department to delay final payment and Contract Acceptance. The Department may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

**SP-7 (1203) ACCESS TO PROPOSAL PACKAGE**

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

**SP-8 PROTECTION OF EXISTING STRUCTURES**

**SP-8.1 General**

**A. Requirements**

The Contractor, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with the requirements set forth herein.

**B. Protection of Existing Structures**

The Contractor shall exercise every precaution to see that no harm is done to any existing structures as a result of construction operations. Should any damage result from

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or through any of the Contractor's operations, such damage shall be replaced or repaired immediately in a manner satisfactory to the Engineer at the Contractor's expense.

**SP-9.2 Method of Measurement**

No separate measurement will be made for the work in this Section.

**SP-9.3 Basis of Payment**

No separate payment will be made for the work in this Section.

**SP-9 (1206) PREPARATION OF PROPOSAL**

The provisions of MnDOT 1206 are supplemented and/or modified with the following:  
MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

**1206.2 ALLOWABLE SUBSTITUTIONS**

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
  - (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,
  - (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
  - (1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.



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**SP-10 (1209) DELIVERY OF PROPOSALS**

The provisions of MnDOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- (1) To the address specified,
- (2) In care of the official receiving the Proposals, and
- (3) By the date and time for opening Proposals.

The Bidder shall return this complete proposal.

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

**SP-11 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS**

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the City if the City receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The City reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The City will issue a numbered and dated Addendum for any revision of the Proposal Package. The City will post each Addendum to the City website and notification will be sent to all subscribers and planholders.

The City will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the City may postpone opening Proposals. If the City postpones opening Proposals, the City will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

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**SP-12 (1212) OPENING OF PROPOSALS**

The provisions of MnDOT 1212 are modified with the following:

MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

**1212 OPENING OF PROPOSALS**

The City will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

**SP-13 (1402) COMPENSATION FOR ELIMINATED OR ALTERED QUANTITIES**

The provisions of 1402.3 shall not apply to the following contract items:

- Silt Fence, Type HI (Type 1 & 2)
- Erosion Control Blankets, Category 3N
- Turf Establishment
- 4" Double Solid Line Paint
- 4" Solid Line Paint

Contractor will be paid for these items on the basis of actual measured and accepted quantities, per MnDOT 1903. Any overrun or underrun for these items shall be compensated at the Contract Unit Price. The City reserves the right to remove any or all of the contract quantity at no additional or negotiated compensation to the Contractor.

**SP-14 (1404) MAINTENANCE OF TRAFFIC CONTROL AND (2563) TRAFFIC CONTROL**

The following is added to the provisions of City of Duluth 1404/2563 and MnDOT 1404 and 2563:

Contractor shall notify the City five (5) working days in advance of any road closures to allow for public notification.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

- |     |                                       |                |
|-----|---------------------------------------|----------------|
| (1) | City of Duluth Engineering Department | (218) 730-5200 |
| (2) | City of Duluth Police Department      | (218) 730-5400 |

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(3)	Local Fire Department	(218) 730-4394
(4)	City Clerk	(218) 730-5500

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

No private entrances are to be obstructed during construction work and likewise none shall be contained within the road closure area.

The Contractor shall submit alternative traffic control plans not identified in the contract plans or specifications as necessary to complete the work in accordance with the Contractor's means and methods. The preparation of such plans and furnishing of all devices, markings or temporary barrier necessary to implement such traffic control shall be considered to be included for payment under the lump sum traffic control item.

**SP-14.1 Measurement and Payment**

No separate measurement or payment shall be made for any of the various elements comprising traffic control on the project but all such work shall be considered included for payment under the lump sum price bid for Item "Traffic Control".

The Traffic Control Payment Schedule will be as follows:

- (1) When 5 percent of the Contract amount is earned, 30 percent of the amount bid for traffic control will be paid.
- (2) When 10 percent, or more, of the Contract amount is earned, an additional 15 percent of the amount bid for traffic control will be paid.

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- (3) When 40 percent, or more, of the Contract amount is earned, an additional 20 percent of the amount bid for traffic control will be paid.
- (4) When 70 percent, or more, of the Contract amount is earned, an additional 30 percent of the amount bid for traffic control will be paid.
- (5) The remaining 5 percent bid for traffic control will be paid when all work has been completed and accepted.
- (6) In all items above, the original Contract amount shall be the total value of all Contract Items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

**SP-15 (1504) COORDINATION OF CONTRACT DOCUMENTS**

The first paragraph of MN/DOT 1504 is deleted and replaced with the following:

A requirement appearing in one of the Contract documents is as binding as though the requirement appears in all. If discrepancies exist between the Contract documents, the following order of precedence applies:

- (1) Addenda,
- (2) Special Provisions,
- (3) Project-Specific Plan Sheets,
- (4) City of Duluth Standard Construction Details,
- (5) City of Duluth Standard Construction Specifications,
- (6) MN/DOT Supplemental Specifications,
- (7) MN/DOT Standard Plan Sheets and Standard Plates,
- (8) MN/DOT Standard Specifications.

**SP-16 (1505) COOPERATION BY CONTRACTORS**

No other known contractors or utility owners are performing work within the Construction limits.

**SP-17 (1507) UTILITY PROPERTY AND SERVICE**

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of MN/DOT 1507, except as modified below:

- A. Bidders are advised that the following utility companies have existing facilities in the construction area that may be affected by the work under this Contract.

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**STORM SEWER**

City of Duluth - Public Works &  
Utilities  
211 City Hall  
411 West 1st St.  
Duluth, MN 55802  
(218) 730-4130

**POWER**

Minnesota Power  
30 West Superior St  
Duluth, MN 55802  
(218) 722-2641

- B. The Contractor shall perform work in a manner that all existing utility valves, manholes, pull boxes, controls, access vaults, pedestals, and poles are accessible to the utility operator. Materials or equipment will not be allowed to be stored over, or impede access to, the facility.

**SP-18 (1508) CONSTRUCTION STAKES, LINES AND GRADES**

The provisions of Mn/DOT 1508 are hereby modified and supplemented as follows:

**SP-18.1**

The following is added to the first paragraph of Mn/DOT 1508:

The Contractor shall submit a priority list for staking to the Engineer at the Pre-construction Conference and will be required to inform the Engineer a minimum of 36 hours in advance of any deviation from that list or the need for any additional staking.

The Engineer will set the following construction stakes:

- A. Benchmarks;
- B. Clearing Limits;
- C. Reference Hubs at 50' intervals (both sides);
- D. Blue Top Centerline for Class 5 Aggregate Base at 50' intervals;
- E. Stone Masonry Wall Construction Limits, Alignment Offsets;
- F. Storm Sewer Manholes, Catch Basins, and Aprons.

**SP-18.2**

The following is added to the fourth paragraph of Mn/DOT 1508:

Staking consists of a hub and lath, with an offset and cut/fill elevation noted. Staking will be done one time. The cost of replacing stakes and marks will be based on the actual number of hours of field and office work in accordance with the following wage and equipment rates:

Engineer or Land Surveyor	Hourly Rates
1-person crew	\$75 per hour
2-person crew	\$125 per hour

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3-person crew	\$180 per hour
4-person crew	\$240 per hour

**SP-19 (1513) RESTRICTIONS ON MOVEMENT & STORAGE OF HEAVY LOADS AND EQUIPMENT**

The provisions of Mn/DOT 1513 are hereby deleted and replaced with the following:

The hauling or storage of materials and/or the movement and storage of equipment to and from the Project and over completed structures, base courses, and pavements within the Project that are open for use by traffic and are to remain a part of the permanent improvement, shall comply with the regulations governing the operation of vehicles on the highways of Minnesota, as prescribed in the Highway Traffic Regulation Act.

The Contractor shall comply with legal load restrictions, and with any special restrictions imposed by the Contract, in hauling or storing materials, moving or storing equipment on structures, completed subgrades, base courses, and pavements within the Project that are under construction, or have been completed but have not been accepted and opened for use by traffic.

The Contractor shall have a completed Weight Information Card in each vehicle used for hauling bituminous mixture, aggregate, batch concrete, and grading material (including borrow and excess) prior to starting work. This card shall identify the truck or tractor and trailer by Minnesota or prorated license number and shall contain the tare, maximum allowable legal gross mass, supporting information, and the signature of the owner. The card shall be available to the Engineer upon request. All Contractor-related costs in providing, verifying, and spot checking the cab card information (including weighing trucks on certified commercial scales, both empty and loaded) will be incidental, and no compensation other than for Plan pay items will be made.

Equipment mounted on crawler tracks or steel-tired wheels shall not be operated on or across concrete or bituminous surfaces without specific authorization from the Engineer. Special restrictions may be imposed by the Contract with respect to speed, load distribution, surface protection, and other precautions considered necessary.

Should construction operations necessitate the crossing of an existing pavement, bridges or completed portions of the pavement structure with equipment or loads that would otherwise be prohibited, approved methods of load distribution or bridging shall be provided by the Contractor at no expense to the Department.

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Neither by issuance of a special permit, nor by adherence to any other restrictions imposed, shall the Contractor be relieved of liability for damages resulting from the operation and movement of construction equipment.

**SP-20 (1517) CLAIMS FOR COMPENSATION ADJUSTMENT**

The provisions of MnDOT 1517 are hereby supplemented with the following:

**SP-20.1 Notice of Claim**

At the time the Contractor gives written notice of the claim, the Contractor and the Department shall immediately begin to keep and maintain complete and specific records to the extent possible. The records shall consist of, but are not limited to, cost and schedule records concerning the details of the perceived claim.

Unless otherwise agreed to in writing, the Contractor shall continue with and carry on the work and progress during the pendency of any claim, dispute, decision or determination by the Engineer, and any arbitration proceedings.

**SP-20.2 Submission of Claims**

The Contractor shall submit the claim to the Engineer no later than 60 Calendar Days after receiving written notice from the Engineer that direct damages (money or time due) resulting from the claim has occurred in the opinion of the Engineer. If, in the opinion of the Contractor, the direct damages have not fully occurred, the Contractor shall provide written justification detailing why the direct damages have not fully occurred. This written justification shall be submitted to the Engineer no later than 30 Calendar Days from receiving the notice from the Engineer. If proper justification is not given as required within the 30 Calendar Day requirement or the claim is not submitted to the Engineer within 60 Calendar Days after receiving notice from the Engineer that the direct damages have occurred, the Contractor waives all claims for additional compensation in connection with the work already performed.

The contents of the claim shall be in accordance with MnDOT 1517 and shall also include all scheduling documentation related to the claim

The Engineer shall have access to the Contractors records involved in the claim and, when so requested, shall furnish the Engineer copies of claim documentation.

The Contractor shall promptly furnish any clarification and additional information or data requested in writing by the Engineer.

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All claims shall be submitted through the Contractor. Submission of claims directly from subcontractors shall constitute a waiver of that portion of the claim.

**SP-20.3          Decision on Claims**

The Department intends to resolve claims at the lowest possible administrative level. Upon receipt of the claim, the Engineer will make a written decision in relation to any claim presented by the Contractor within the following time frames:

- A.      For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is \$75,000.00 or less, 60 Calendar Days from the receipt of the Contractor's claim;
- B.      For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is more than \$75,000.00, 90 Calendar Days from the receipt of the Contractor's claim.

Unless the Contractor and the Engineer otherwise stipulate in writing to a later time, if the Engineer does not make a decision or determination within these time frames, the claim shall be deemed denied.

When the Contract has established a dispute resolution process, that moves the dispute through various levels of both organizations, this process shall also be completed within the above time period.

**SP-20.4          Mediation**

Notwithstanding the formal claims procedures set forth in this Special Provision, the parties may at any time enter into nonbinding mediation by mutual agreement. If the parties agree to mediation, then the time requirements set forth above in Section SP-20.3 (A) and (B) are suspended until the mediation is completed. The time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. The mediator's costs shall be divided equally between the Contractor and the Department. This payment shall be accomplished by the Contractor paying in full all costs and fees for the mediator and then submit the bill to the Engineer for 50 percent reimbursement. Either party may terminate mediation at any time.

**SP-20.5          Rights of Arbitration**

The decision of the Engineer in relation to the Contractor's claim shall be deemed final unless the Contractor commences a legal action within the time prescribed by law or unless the Contractor invokes arbitration as prescribed hereafter in these Special Provisions. Nothing herein contained shall be so construed as to preclude the Contractor from commencing a legal action in relation to claims for a single issue in excess of \$75,000.00 but the Contractor's sole legal remedy in relation to claims of



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\$75,000.00 or less shall be arbitration as prescribed hereafter in these Special Provisions. If the claim amount is in excess of \$75,000, the Contractor and MnDOT may mutually agree to arbitration.

If the Contractor seeks to arbitrate a claim of \$75,000 or less, the Contractor shall submit a written request for arbitration to the Department's Claims Engineer in MnDOT's Central Office within 30 Calendar Days after the Contractor's receipt of the Engineer's decision. Failure to reasonably conform with this time requirement waives the right to arbitration. The scope of the arbitration proceeding shall be limited to the claim(s) that the Contractor previously presented to the Engineer for decision

**SP-20.6 Arbitration of Claims and Disputes**

- A. For purposes of this section, a claim for adjustment in compensation shall mean an aggregate of operative facts which give rise to the rights which the Contractor seeks to enforce. Stated another way, a claim is the event, transaction, or set of facts that give rise to a claim for compensation. Any Contractor having a claim in excess of \$75,000.00 may waive or abandon the dollar amount in excess of \$75,000.00 so as to bring the claim within the scope of this section. However, the arbitration award shall not exceed \$75,000.00. Various damages claimed by the Contractor for a single claim may not be divided into separate proceedings to create claims within the \$75,000.00 limit.
- B. More than one separate claim may be presented at each arbitration hearing if agreed to by the Department, the Contractor, and the Arbitrator.
- C. Selection of the Arbitrator/ Optional Use of the American Arbitration Association:
  - 1. Selection of the arbitrator shall be conducted by one representative of the Department and one representative of the Contractor. A single person shall represent the prime and all subcontractors involved in the claim. Separate representation for subcontractors during the selection of the arbitrator is not allowed.
  - 2. The parties may mutually agree to have the arbitration process administered by the American Arbitration Association ("AAA").
  - 3. The arbitration shall be administered by a single arbitrator.
  - 4. The parties shall select an arbitrator by mutual agreement, or, if the parties have agreed to use the AAA to administer the process, shall select an arbitrator from a list of arbitrators provided by the Association in accordance with the Association's procedures.

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- D. Arbitration Proceedings and Decision
1. All arbitration of claims shall be conducted in Minneapolis, Minnesota, or another mutually agreed upon location.
  2. Regardless of whether the parties have agreed to use AAA to administer the process, the arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and in accordance with the requirements below. The arbitration procedures set forth in this Special Provision shall take precedence over conflicting American Arbitration Association requirements.
  3. If mutually agreed to by both parties, the arbitration proceeding shall follow the Fast Track rules of the American Arbitration Association.
  4. Unless otherwise agreed to by the parties, the arbitration hearing shall be bifurcated into a liability phase and, if needed, a valuation phase. No evidence or testimony regarding the value of the claim shall be presented during the liability phase.
  5. The Contractor shall first present evidence to support the claim. The Department will then present evidence supporting its defense. Witnesses shall submit to questions or examinations. The arbitrator has the discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard. Exhibits, when offered by either party, may be received in evidence by the arbitrator.
  6. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings.
  7. There shall be no ex parte communication between any party and an arbitrator.
  8. When satisfied that the presentation of the parties is complete, the arbitrator shall declare the liability phase of the arbitration hearing closed. The arbitrator shall then determine whether MnDOT is liable.
  9. If the Department is found to be liable, the arbitration proceeding shall continue before the same arbitrator to resolve all damages issues. The proceedings for this portion of the arbitration shall follow the procedures outlined in Section SP-20.6 D.5. of this Special Provision.
  10. Within three Calendar Days after the close of the damages portion of the hearing, each party shall submit to the arbitrator their last best offers. The arbitrator shall be limited to awarding only one of the two figures submitted. In no event shall a claim award in arbitration exceed \$75,000.
  11. The decision or award of the arbitrator shall be:
    - i. In writing showing the basis for the decision or award. The arbitrator shall use the Contract and Minnesota law, or, in the absence of Minnesota law on the issue(s), other persuasive authority, as the basis for the decision.

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- ii. Final and binding on both the Department and the Contractor.

The award shall have the same finality as is accorded awards under the Uniform Arbitration Act, Minnesota Statutes Chapter 572.

**E. Arbitration Costs**

1. Each party to the arbitration shall bear its own costs and fees assessed by the American Arbitration Association or independent arbitrator which shall be divided equally between the parties to the arbitration. This payment will be accomplished by the Contractor paying in full all costs and fees for the arbitrator and then submit the bill to the Engineer for 50 percent reimbursement.
2. Each party shall bear its own preparation costs.

**SP-20.7 Pre-Award Interest and Pre-Judgement Interest**

Pre-award interest will commence on the date that a request for arbitration is made, in writing to the Engineer, following the submission of a claim that complies with the requirements of MnDOT 1517. Pre-judgment interest will commence on the date that an action is commenced following the submission of a claim that complies with the requirements of MnDOT 1517. Pursuant to Minnesota Statutes §549.09 this Contract expressly provides dates for the commencement of interest that may vary from the dates provided in statute.

**SP-21 (1601) SOURCE OF SUPPLY AND QUALITY**

The provisions of Mn/DOT 1601 are supplemented as follows:

In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410 the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or \$2,500.00, whichever is greater. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits, a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each

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stipulation with the Contractor's proposal. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.**

Prior to performing work the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

Alternate Bidding Process. Unless an alternate bidding process is specified, use of foreign steel and iron products in quantities in greater than provided above is not permitted. When the alternate bidding process is permitted the Contract may be awarded to the bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total bid exceeds the lowest total bid based on foreign materials by more than 25 percent.

**SP-22 (1606) STORAGE OF MATERIALS**

The provisions of MnDOT 1606 are hereby supplemented with the following:

**SP-22.1**

The Contractor is hereby advised that the only materials that will be allowed to be stockpiled within Project Limits are materials which will be incorporated into the Project and then only in the quantity needed. Materials cannot be stockpiled which are for use on other projects. This specification applies to manufactured and natural materials (including material stockpiled for crushing).

**SP-22.2**

Crushing of excavated materials within the Project Limits shall not be permitted.

**SP-23 (1701) LAWS TO BE OBSERVED (DATA PRACTICES)**

The provisions of MnDOT 1701 are supplemented with the following:

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**SP-23.1**

Bidders are advised that all data created, collected, received, maintained, or disseminated by the Contractor and any subcontractors in performing the work contained in this Contract are subject to the requirements of MN Statute Chapter 13, the Minnesota Government Data Practices Act (MGDPA). The Contractor shall comply with the requirements of the MGDPA in the same manner as the Department. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the Department, except as required by the terms of the Contract.

**SP-24 (1701) – Laws to be Observed – Cargo Preference Act; Use of United States-Flagged Vessels**

The provisions of 1701 are supplemented with the following:

**SP-24.1**

The Contractor must utilize privately-owned United States-flag commercial vessels to ship at least 50% of the gross tonnage whenever shipping any equipment, material, or commodities pursuant to this Contract. This requirement applies only to the extent that such U.S.-flag vessels are available at fair and reasonable rates. Compute gross tonnage separately for dry bulk carriers, dry cargo liners, and tankers. The term “pursuant to this Contract” means this provision applies to materials or equipment acquired for this specific Project. Materials used for highway construction generally originate from existing inventories rather than being acquired solely for a specific project. For example, the requirements generally do not apply to shipments of Portland cement, asphalt cement, or aggregates, as suppliers and contractors use these materials to replenish existing inventories. But, the Cargo Preference Act does apply if any material or equipment is acquired solely for this specific Project.

**SP-24.2**

The Contractor must furnish a legible copy, in English, of a rated, “on-board” commercial ocean bill of lading for each shipment of cargo described in clause SP-24.1. The Contractor must provide the bill of lading to the Department and to the following:

Division of National Cargo  
Office of Market Development  
Maritime Administration  
Washington DC, 20590

The Contractor must provide the bills of lading no later than 20 days after the date of loading for shipments originating within the U.S.A., or no later than 30 days after the date of loading for shipments originating outside the U.S.A.

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**SP-24.3**

The Contractor must include or incorporate this provision in all subcontracts.

**SP-25 (1706) EMPLOYEE HEALTH AND WELFARE**

The provisions of Mn/DOT 1706 are supplemented and/or modified as follows:

**SP-25.1        General**

The Contractor shall submit a plan, at the preconstruction conference, for providing all OSHA required safety equipment (safety nets, static lines, false decks, etc.) for all work areas whose working surface is 1.8 meters (6 feet) or more above the ground, water, or other surfaces. Submittal of this plan will in no way relieve the Contractor of his/her responsibility for providing a safe working area.

All safety equipment, in accordance with the Contractor's plan, must be in-place and operable in adequate time to allow City of Duluth personnel to perform their required inspection duties at the appropriate time. No concrete shall be placed in any areas affected by such required inspection until the inspection has been completed.

The installation of safety lines, safety nets, or other systems whose purpose is to reduce the hazards of bridge work may require the attachment of anchorage devices to beams, girders, diaphragms, bracing or other components of the structure. Clamp type anchorage systems which do not require modification of structural members may be used provided they do not interfere with proper execution of the work; however, if the Contractor desires to use an anchorage system which requires modification of structural members, s/he shall request approval, in writing, for plan modification as provided in Mn/DOT Specifications. Requests to install systems which require field welding or drilling of primary stress carrying members of a bridge will not be approved. The Contractor shall indicate any portions of anchorage devices which will remain permanently in the structure.

**SP-25.2        Measurement and Payment**

No measurement or separate payment will be made for complying with these provisions. Payment for complying with these provisions shall be incidental to other items.

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**SP-26 (1717) AIR, LAND AND WATER POLLUTION**

The provisions of 1717 are supplemented as follows:

The Contractor's attention is hereby directed to MPCA Rule 7011.0150 as it relates to sandblasting and/or concrete removal operations (<http://www.pca.state.mn.us/index.cfm>).

**SP-27 (1801) SUBLETTING OF CONTRACT**

REVISED 06/04/15

The provisions of MnDOT 1801 are modified as follows:

For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor shall obtain verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

**SP-28 (1803) PROSECUTION OF WORK**

Prosecution of work shall be in accordance with the provisions of MnDOT 1803 and the following:

**SP-28.1**

A Bar Chart is required for this project, in accordance with 1803.1 and 1803.2 except as modified below:

The Bar Chart, along with the Contractor's Disposal Plan and Written Project Work Plan, shall be made available for review at the Preconstruction Conference or a minimum of 10 calendar days prior to start of work. It shall be updated if ordered by the Engineer.

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All Controlling Operations shall be shown with the anticipated start and completion dates. In addition, all other significant operations shall be shown on the bar chart. All operations shall be identified as a Prime Contractor Item or a Subcontractor Item, including the Subcontractor name. Delivery dates of all significant materials shall be shown on the Bar Chart.

**SP-29 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of MnDOT 1806 and the following:

**SP-29.1**

The Contract shall be considered a fixed calendar date project with separate fixed calendar start and completion dates for each site as follows:

**Oneota Overlook Site**

1. Construction operations shall be started on August 2, 2017 or within ten (10) calendar days after the date of notice of Contract approval, whichever is later.
2. Final Completion: ALL work required to complete all construction at the Oneota Overlook Site including final cleanup and with exception of turf establishment/vegetation maintenance shall be complete on or before October 17, 2017.

**Section 3 Turnout Site**

1. Construction operations shall be started on May 21, 2018 or within ten (10) calendar days after the date of notice of Contract approval, whichever is later.
2. Final Completion: ALL work required to complete all construction at the Section 3 Turnout Site including final cleanup and with exception of turf establishment/vegetation maintenance shall be complete on or before September 11, 2018.

**Vegetation Maintenance**

ALL work required under this Contract, including vegetation maintenance, shall be complete on or before June 7, 2019.

**SP-30 (1807) FAILURE TO COMPLETE WORK ON TIME**

The schedule in MNDOT Table 1807-1 is hereby deleted and replaced with the following: Monetary deduction in the amount of \$1000 per Calendar Day will be assessed



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separately and concurrently for failure to meet any of the project Calendar Day completion dates.

**SP-31 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES**

Abandoned structures and other obstructions shall be removed from the Right of Way and disposed of in accordance with the provisions of Mn/DOT 2104, except as modified below:

**SP-31.1**

Measurement and payment for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1402.5.

**SP-31.2**

All removals shall be disposed of by the Contractor outside the Right of Way in accordance with MnDOT 2104.3D3 to the satisfaction of the Engineer.

**SP-32 (2104) REMOVE AND HAUL TREATED WOOD**

REVISED 04/03/17

If the Contractor is required to dispose of treated wood, the provisions of MnDOT 2104 are supplemented with the following:

**SP-32.1**

The Contractor can elect to reuse the treated wood for its original intended purpose. The Contractor shall furnish a completed Transfer of Ownership form to the Engineer prior to removing any treated wood from the Project limits. The Transfer of Ownership form is available at the following website:

<http://www.dot.state.mn.us/environment/buildingbridge/index.html>.

**SP-32.2**

If the Contractor cannot or elects not to re-use the treated wood for its original intended purpose, but must be disposed, the following shall apply:

- A. The Contractor shall dispose of all waste treated wood in a MPCA permitted Minnesota solid waste or industrial landfill or landfills listed under

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Landfills/Regulated Waste at

<http://www.dot.state.mn.us/environment/buildingbridge/index.html>.

The Contractor shall not dispose of waste treated wood in a demolition landfill. Within 30 days after the treated wood is transported to the landfill, the Contractor shall provide the Engineer with shipping manifests, scale tickets and invoices. Shipping manifests shall include, but are not limited to, the following information: specify treated wood as the type of waste, quantity of wood, date of hauling and disposal, and location of disposal.

**SP-32.3**

Measurement and payment for the removal and disposal of treated wood will be made only when specifically included for payment as such in the Proposal and as listed in the Plans. All other removal and disposal of treated wood operations shall be incidental.

**SP-33 (2211) AGGREGATE BASE**

Aggregate base courses shall be constructed in accordance with the provisions of MnDOT 2211 except as modified below:

Compaction shall be achieved by the "Ordinary Compaction Method" described in MnDOT 2211.3D2.

**SP-34 (2357) BITUMINOUS TACK COAT**

REVISED 04/08/16

MnDOT 2357 is hereby modified as follows:

**SP-34.1**

Delete MnDOT 2357.3H Acceptance of Tack Material and replace with:

**H Acceptance of Tack Material**

The Engineer will address failures related to 3151, "Bituminous Material," or deficiencies related to workmanship or application, in accordance with 1512, "Unacceptable and Unauthorized Work." The basis of measurement for tack failures or deficiencies is the full width of the lane by station. The Engineer may deduct up to 5% of the mixture Unit Price for failures related to 3151.

**SP-34.2**

Delete MnDOT 2357.5 Basis of Payment and replace with:

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**2357.5 BASIS OF PAYMENT**

All costs of furnishing and applying bituminous tack coat material will be incidental.

**SP-35 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (MSCR)**

REVISED 03/01/17

MnDOT 2360 is modified and/or supplemented with the following:

**SP-35.1 Delete MnDOT Table 2360-2 and replace with:**

<b>Table 2360-2</b>	
<b>PG Asphalt Grades MSCR</b>	
<b>Letter</b>	<b>PG Grade MSCR</b>
A	PG 52S – 34
B	PG 58S – 28
C	PG 58H – 34
E	PG 58H – 28
F	PG 58V – 34
H	PG 58V – 28
I	PG 58E – 34
L	PG 64S – 22
M	PG 49S – 34

**SP-35.2 Delete MnDOT 2360.2.E.7 and replace with:**

E.7 Minimum Ratio of Added Asphalt Binder to Total Asphalt Binder  
Control recycled materials used in mixture by evaluating the ratio of new added asphalt binder to total asphalt binder as show in Table 2360-8.

<b>Table 2360-8</b>			
<b>Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder<sup>1</sup> min%:</b>			
<b>Specified Asphalt Grade<sup>2</sup></b>	<b>Recycled Material</b>		
	<b>RAS Only</b>	<b>RAS + RAP</b>	<b>RAP Only</b>
PG 58X <sup>3</sup> -28, PG 52S-34, PG 49-34, PG 64S-22	70	70	70
Wear	70	70	65
Non-Wear			

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<b>Table 2360-8</b> <b>Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder<sup>1</sup> min%:</b>			
PG 58X <sup>3</sup> -34 Wear & Non-Wear	80	80	80
<sup>1</sup> The ratio of added new asphalt binder to total asphalt binder is calculated as (added binder/total binder) x 100 <sup>2</sup> The Contractor can elect to use a blending chart to verify compliance with the specified binder grade. The Department may take production samples to ensure the asphalt binder material meets the requirements. The blending chart is on the Bituminous Office Website. <sup>3</sup> X=S,H,V,E			

**SP-35.3**

The first paragraph of MnDOT 2360.3.D.1 is hereby deleted and replaced with the following:

**D.1 Maximum Density**

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360-19, "Required Minimum Lot Density (Mat)".

MnDOT Table 2360-20 Longitudinal Joint Density Requirement is hereby deleted.

MnDOT 2360.3.D.1.h Mat Density Cores is hereby deleted and replaced with the following:

**D.1.h Mat Density Cores**

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 foot [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel 1 foot [0.3 meters] away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel 6 inches  $\pm$  0.5 inch [150 mm  $\pm$  12.5 mm] from the edge of the top of the mat (ex. center of 4 inch [100 mm] core barrel 8  $\pm$  0.5 inches [200 mm  $\pm$  12.5 mm] from the edge of the top of the mat). Cores will not be taken within 1 foot [300 mm] of any unsupported edge. The Contractor is responsible

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for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

MnDOT 2360.3.D.1.j Companion Core Testing is hereby deleted and replaced with the following:

The Department will select at least one of the two companion cores per lot to test for verification.

MnDOT 2360.3.D.1.n Longitudinal Joint Density is hereby deleted.

MnDOT 2360.3.D.1.p Shoulders is hereby deleted.

MnDOT Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void) is hereby deleted.

MnDOT Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void) is hereby deleted.

MnDOT 2360.3.D.1.r Pay Factor Determination is hereby deleted.

**SP-35.4**

Remove MnDOT 2360.3.E, "Surface Requirements," and replace with:

**E Surface Requirements**

After compaction, the finished surface of each lift shall be reasonably free of segregated, open and torn sections, and shall be smooth and true to the grade and cross section shown on the plans with the following tolerances:

<b>Table 2360-27</b>		
<b>Surface Requirements</b>		
<b>Course/Location</b>	<b>Description</b>	<b>Tolerance</b>
Leveling/1 <sup>st</sup> lift using automatics	Tolerance also applies to 1 <sup>st</sup> lift placed other than leveling when automatics are used.	½ in
Wear	Tolerance of final 2 lifts from the edge of a 10-foot straightedge laid parallel to or at right angles to the centerline.	¼ in

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Shoulder Wear, Temporary Wear & bypasses	Tolerance from the edge of a 10-foot straightedge laid parallel to or at right angles to the centerline.	¼ in
Transverse joints/construction joints	Tolerance from the edge of a 10-foot straightedge centered longitudinally across the transverse joint. Correction by diamond grinding required unless the Engineer and the Contractor agree to a deduct of \$1,500.	¼ in
20 ft. pavement section excluded from IRI and ALR testing in Table 2399-3.	Tolerance from the edge of a 10-foot straightedge placed parallel to or at right angles to centerline. Does not include measurement at terminal header, bridge deck, and approach panels. Corrective Work required unless both the Engineer and the Contractor agree to a deduct of \$1,500.	¼ in
Transverse Slope	Tolerance for surface of each lift exclusive of final shoulder wear.	Not to vary by more than 0.4 % from plans.
Distance from edge of each lift and established centerline.	No less than the plan distance or more than 3 inches greater than the plan distance. The edge alignment of the wearing lift on tangent sections and on curve sections of 3 degrees or less can't deviate from the established alignment by more than 1 inch in any 25-foot section.	See Description
Final wear adjacent to concrete pavements.	After compaction, the final lift wear adjacent to concrete pavements must be slightly higher but not to exceed 1/4 inch than the concrete surface.	See Description
Final wear adjacent to fixed structures.	After compaction, the final lift wear adjacent to gutters, manholes, pavement headers, or other fixed structures must be slightly higher but not to exceed 1/4 inch than the surface of the structure.	See Description
Finished surface of each lift. *	Must be free of segregated and open and torn sections and deleterious material. *Excluding tight blade and scratch courses.	See Description

Cut or saw and then remove and replace material placed outside the described limitations at no additional cost to the Department. If the Engineer determines the material can remain in place outside the limits, the Department will pay for the material

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at a reduced cost of \$10 per sq. yd. The Department will consider any single occurrence of material outside the limitations to have a minimum dimension of at least 1 sq. yd in any dimension.

The requirements of 2360.3.E are in addition to 2399, "Pavement Surface Smoothness," if specified in the Contract. When 2399 is required in Special Provisions but no pavement smoothness equation is specified, evaluate using equation HMA-B.

Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Type SP 9.5 Wearing Course Mixture (3,C) SPWEA340C

Type SP 12.5 Wearing Course Mixture (3,C) SPWEB330C

Asphalt binder meeting AASHTO M332 (MSCR) is required. See Section SP-51 (BITUMINOUS MATERIAL (MSCR)) of these Special Provisions.

The sentence "In addition to the list the above the pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from MnDOT 2360.3.E Surface Requirements. The requirements of MnDOT 2360.3.E Surface Requirements will apply.

**SP-36 (2401) STRUCTURE EXCAVATION**

This work shall be performed in accordance with the applicable provisions of Mn/DOT 2105 and 2401; the Plans, as directed by the Engineer, and the following:

This work shall consist of excavation and off-site disposal of the existing earth fill materials within/behind/beneath the existing stone masonry retaining walls as well as the required subcut to the limits and elevations shown in the Plans. Sawcutting and removal of bituminous pavement will be paid for separately under their respective bid items.

The walls at Oneota Overlook and Section 3 Turnout are historic eligible stone masonry structures. Contractors methods for excavation shall take the age, construction type and current condition of stone masonry walls into account. Use of hand tools for excavation will be required at times during the work. If the Contractors operations harm the stone masonry wall sections not designated for reconstruction or any elements of segments designated for reconstruction which will remain a part of the completed work the operation shall cease immediately. Construction operations will not be permitted to restart until revised procedures which will not inflict damage to the structure are in place.

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**SP-37 (2461) STRUCTURAL CONCRETE**

REVISED 02/07/17

MnDOT 2461 is hereby modified as follows:

**SP-37.1**

MnDOT 2461.2.A.5 shall be added:

**A.5 Ternary Mixes**

Ternary mixes are defined as portland cement or Type IL and two other supplementary cementitious materials, or blended cement and one other supplementary cementitious material with a maximum replacement of 40% by weight.

**SP-37.2**

MnDOT 2461.2.B shall be deleted and replaced with the following:

**B Aggregates**

Provide aggregates from sources listed on the MnDOT Concrete Aggregate Properties list.

**B.1.....Fine Aggregate.....3126**

**B.2.....Intermediate Aggregate.....3131**

**B.3.....Coarse Aggregate.....3137**

**SP-37.3**

MnDOT 2461.2.C shall be deleted.

**SP-37.4**

MnDOT 2461.2.D shall be modified to include the following:

Provide water from potable sources.

The Concrete Engineer will allow clarified water as a substitution for potable water in accordance with the following:

- (1) From the Approved/Qualified Products list,
- (2) In any concrete defined as MnDOT Grades B, F, G, M, P, and R,
- (3) Up to a maximum of 50.0% of total mix water by weight,



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- (4) Provided the clarified water is identified separately on the Certificate of Compliance.

**SP-37.5**

MnDOT 2461.2.E shall be deleted and replaced with the following:

**E.....Concrete Admixtures.....3113**

Provide admixtures from the Approved/Qualified Products list for all concrete grades shown in Table 2461-6 and Table 2461-7.

Use of any of the following admixtures are at the Contractor's discretion:

- (1.1) Type A, Water Reducing Admixture
- (1.2) Type B, Retarding Admixture
- (1.3) Type D, Water Reducing and Retarding Admixture
- (1.4) Type F, High Range Water Reducing Admixture
- (1.5) Type G, High Range Water Reducing and Retarding Admixture
- (1.6) Type S, Specific Performance Based Admixture

Use of the following accelerating admixtures require approval of the Concrete Engineer, in conjunction with the Engineer, unless otherwise allowed in the Contract:

- (2.1) Type C, Accelerating Admixture
- (2.2) Type E, Water Reducing and Accelerating Admixture

The Engineer will permit the use of Type C or Type E accelerating admixtures when all of the following conditions exist:

- (3.1) The ambient temperature is below 36 °F,
- (3.2) An Engineer approved cold weather protection plan is in-place, and
- (3.3) Cold weather protection materials are on-site and ready for use.

**SP-37.6**

Table 2461-1 of MnDOT 2461.2.F.1 shall be deleted and replaced with the following:

<b>Table 2461-1</b>				
<b>Mix Number Identification</b>				
<b>First Digit</b>	<b>Second Digit</b>	<b>Third Digit</b>	<b>Fourth Digit</b>	<b>Additional Digits</b>

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Type Designation	Grade Designation	Maximum Slump	Coarse Aggregate Gradation Designation	Additional Digits Allowed, or as Specified
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**SP-37.7**

MnDOT 2461.2.F.1.b shall be deleted and replaced with the following:

**F.1.b Grade Designation**

The Department will designate concrete grade in accordance with Table 2461-6 and Table 2461-7 using a letter designating the following:

- (1) Intended Use
- (2) Maximum water/cement (w/c) ratio
- (3) Maximum Cementitious Content
- (4) Maximum Supplementary Cementitious Substitution (SCM)
- (5) Slump range
- (6) Minimum 28-day compressive strength,  $f'_c$
- (7) Coarse Aggregate Quality in accordance with 3137

**SP-37.8**

MnDOT 2461.2.F.1.d shall be deleted and replaced with the following:

**F.1.d Coarse Aggregate Gradation Designation**

Select the appropriate coarse aggregate gradation designation in accordance with Table 2461-3 based on the intended use and the gradation requirements in 3137, "Coarse Aggregate for Portland Cement Concrete."

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<b>Table 2461-3</b>	
<b>Coarse Aggregate Designation for Concrete</b>	
<b>Designation</b>	<b>Coarse Aggregate Gradation</b>
0	Job Mix Formula (JMF) combination of fine and coarse aggregate
<b>Table 3137-4, "Coarse Aggregate Designation for Concrete"</b>	
1	ASTM #467
2	ASTM #67
3	ASTM #7
4	ASTM #89
7	CA-70
8	CA-80

**SP-37.9**

MnDOT 2461.2.F.1.e shall be deleted and replaced with the following:

**F.1.e Additional Concrete Mix Designation Digits**

Specialty concrete mixes require additional concrete digits in accordance with Table 2461-6. Use "EX" for exposed aggregate mixes and "CO" for colored concrete mixes. The Contractor may add additional digits to the right of the required digits in the concrete mix number.

**SP-37.10**

MnDOT 2461.2.F.2, 2461.2.F.2.a, and 2461.2.F.2.b shall be deleted and replaced with the following:

**F.2 Concrete Mix Design Requirements**

The Engineer determines final acceptance of the concrete for payment based on test results, satisfactory field placement and performance.

**F.2.a Department Designed Concrete Mixes**

The Department will provide mix designs for the concrete defined in Table 2461-4 and Table 2461-5.

**F.2.a(1) Department Designed Concrete Requirements**

No additional submittal is required for Table 2461-4 mix designs.

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<b>Table 2461-4</b> <b>Department Designed Concrete Mixes</b>			
<b>Type of Concrete</b>	<b>Mix Number</b>	<b>Specification</b>	<b>Mix Design Location</b>
Field Batched Patching Mix	3U18	2302	Table 2302-1
Low Slump Concrete	3U17A	2404	Weekly Report of Low Slump Concrete
Bagged Patching Mix	3U18 and 3U58M	3105	Table 3105-1

**F.2.a(2) Grout and Lean Mix Backfill**

Submit final mix design proportions on the *General Concrete Mix Design Submittal* for Grout and Lean Mix Backfill in accordance with Table 2461-5.

<b>Table 2461-5</b> <b>Concrete Mix Design Requirements for Grout and Lean Mix Backfill Mixes</b>									
<b>Mix Number</b>	<b>Maximum w/c ratio</b>	<b>Water Content (pounds)</b>	<b>Cement Content (pounds)</b>	<b>Fly Ash Content (pounds)</b>	<b>Fine Aggregate Calculation (pounds)</b>	<b>Coarse Aggregate Calculation (pounds)</b>	<b>%Air Content</b>	<b>Slump Range</b>	<b>Minimum 28-day Compressive Strength, f'c</b>
1AGROUT*	0.50	379	758	0	100% †	0	3.0%	As needed	4000 psi
3AGROUT*	0.44	379	865	0	100% †	0	10.0 %	As needed	4000 psi
Lean Mix ‖	1.00	375	125	250	50% †	50% † ‡	N/A	10 in ± 1 in	75 – 400 #
<p>* Do not provide grout containing coarse aggregate or fly ash.</p> <p>‖ Coarse Aggregate Quality meets requirements of 3137.2.D.1, "Coarse Aggregate for General Use"</p> <p>† After adding the specified quantities of cement, fly ash, and water, provide the remaining aggregate to an absolute volume of 27.00 – 27.27 cu. ft.</p> <p>‡ Meeting ASTM #67 gradation as shown in Table 3137-4.</p> <p># Unconfined compressive strength range.</p>									

**F.2.b Contractor Designed Concrete Mixes**

The Contractor will provide concrete mix designs for concrete defined in Table 2461-6 and Table 2461-7 and elsewhere as specified in the Contract.

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The Contractor assumes full responsibility for the mix design and performance of the concrete.

**F.2.b(1)            General Concrete Mix Design Requirements**

The Department defines the concrete mix design requirements for Contractor Designed Mixes in accordance with Table 2461-6.

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Table 2461-6 Concrete Mix Design Requirements (Not applicable to Mass Concrete)									
Concrete Grade	OLD Mix Number	NEW Mix Number	Intended Use *	Maximum w/c ratio †	Maximum Cementitious Content (lbs/yd³)	Maximum %SCM (Fly Ash/Slag/Ternary)	Slump Range	Minimum 28-day Compressive Strength, f'c	3137 Spec.
<b>B</b> Bridge Substructure	3Y43	3B52 ‡	Abutment, stems, wingwalls, paving brackets, pier columns and caps, pier struts	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.1
<b>F</b> Flatwork	3A22 3Y22	3F32 ‡	Slipform curb and gutter	0.42	750	30/35/0	½ - 3" #	4500 psi	2.D.1
	3A32 3Y32 3A34	3F52 ‡ 3F52EX 3F53EX 3F52CO	Sidewalk, curb and gutter, slope paving, median sidewalk, driveway entrances, ADA pedestrian sidewalk	0.45	750	25/30/0	2 - 5"	4500 psi	2.D.1
	1A43	1G52 ‡	Footings and pilecap	0.55	750	30/35/40	2 - 5"	4500 psi	2.D.1
<b>G</b> General Concrete	3A43 3B42 3Y43	3G52 ‡	Footings, pilecap, walls, cast-in-place manholes and catch basins, fence posts, signal bases, light pole foundations, erosion control structures, cast-in-place box culverts, culvert headwalls, open flumes, cast-in-place wall stems	0.45	750	30/35/40	2 - 5"	4500 psi	2.D.1
	3Y12	3M12	Slipform barrier, Median barrier, non-bridge	0.42	750	30/35/40	½ - 1" #	4500 psi	2.D.1
<b>M</b> Median Barrier	3Y32	3M52	Barrier, Median barrier, non-bridge	0.45	750	30/35/40	2 - 5"	4500 psi	2.D.1
<b>P</b> Piling	1C62	1P62 ‡	Piling, spread footing leveling pad	0.60	750	30/35/40	3 - 6"	3000 psi	2.D.1
<b>R</b> Pavement Rehabilitation	3A32 3B42	3R52 ‡	CPR - Full depth concrete repairs, concrete base	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.3
<b>S</b> Bridge Superstructure	3Y16	3S12	Slipform bridge barrier, parapets, end post	0.42	750	30/35/40	½ - 1" #	4000 psi	2.D.2
	3A32 3A42 3Y43 3Y46 3Y46A	3S52	Median barrier, raised median, pilaster, curb, sidewalk, approach panel, formed bridge barrier, parapet, end post, collar	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.2
	1X62 1X46	1X62	Cofferdam seals, rock sockets, drilled shafts	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
<b>X</b> Miscellaneous Bridge	3X46	3X62	Drilled shafts above frost line	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
	3Y33 3Y33A 3Y36 3Y36A	3Y42-M 3Y42-S	Bridge decks, integral abutment diaphragms, pier continuity diaphragms, expansion joint replacement mix	0.45	750	30/35/40	2 - 4"	4000 psi	2.D.2
<b>Y</b> Bridge Deck §	3A37 3Y37	3Y47 **	Deck patching mix	0.45	750	30/35/40	2 - 4"	4000 psi	2.D.2

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Table 2461-6 Concrete Mix Design Requirements (Not applicable to Mass Concrete)									
Concrete Grade	OLD Mix Number	NEW Mix Number	Intended Use *	Maximum w/c ratio †	Maximum Cementitious Content (lbs/yd³)	Maximum %SCM (Fly Ash/ Slag/Ternary)	Slump Range	Minimum 28-day Compressive Strength, f'c	3137 Spec.
<p>* If the intended use is not included elsewhere in the Specification or Special Provisions, use mix 3G52, unless otherwise directed by the Engineer.</p> <p>   Identify specific color used on the certificate of compliance. Colored concrete is only allowed when specified in the plans or the Contract.</p> <p>† The minimum water/cement (w/c) ratio is 0.30.</p> <p>‡ The Contractor may choose to use the Coarse Aggregate Designation "1" for the 4<sup>th</sup> digit in accordance with Table 2461-3.</p> <p># Adjust slump in accordance with 2461.3.G.7.a for slipform concrete placement.</p> <p>§ The "-S" indicates a bridge deck with a structural slab and "-M" indicates a monolithic bridge deck.</p> <p>** Mix 3Y47 requires the use of Coarse Aggregate Designation "7" or "3" for the 4<sup>th</sup> digit in accordance with Table 2461-3.</p>									

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**F.2.b(2) High-Early Concrete Mix Design Requirements**

The Department defines High-Early (HE) concrete as concrete designed to achieve the minimum strength of 3000 psi for opening at 48 hours. Unless otherwise included in the plans, all HE concrete requires approval of the Engineer prior to incorporation into the work.

The Engineer will allow one of the following methods to determine minimum time to opening:

- (1) Field control cylinders in accordance with 2461.3.G.5.c, "Field Control Strength Cylinders."
- (2) Maturity method in accordance with 2461.3.G.6, "Estimating Concrete Strength by the Maturity Method."

The Department defines the concrete mix design requirements for High-Early concrete in accordance with Table 2461-7.

<b>Table 2461-7</b> <b>High-Early (HE) Concrete Requirements</b> <b>(Not applicable to Bridge Superstructure or Mass Concrete)</b>								
Mix Number	Concrete Grades Allowed	Minimum Time to Opening	Maximum w/c ratio	Maximum Cementitious Content (lbs/ yd <sup>3</sup> ) *	Slump Range	Minimum Strength to Opening	Minimum 28-day Compressive Strength, f' <sub>c</sub>	3137 Spec.
3HE32	F	48 hrs	0.42	750	1 – 3" 	3000 psi	4500 psi	2.D. 1
3HE52	B, F, G	48 hrs	0.42	750	2 – 5"	3000 psi	4500 psi	2.D. 1
3YHE52	Y (Repairs Only)	48 hrs	0.42	750	2 – 5"	3000 psi	4000 psi	2.D. 2
3RHE52	R (Repairs Only)	48 hrs	0.42	750	2 – 5"	3000 psi	4000 psi	2.D. 3
* Supplementary Cementitious Materials allowed.    Adjust slump in accordance with 2461.3.G.7.a, "Concrete Placed by the Slip-form Method."								



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**F.2.b(3) Project Specific Mix Design Requirements**

Submit project specific contractor designed mixes on the *Project Specific Mix Design Submittal* forms in accordance with Table 2461-8 and the Contract.

<b>Table 2461-8</b>			
<b>Project Specific Contractor Designed Mixes</b>			
<b>Concrete Grade</b>	<b>Intended Use</b>	<b>Specification</b>	<b>3137 Spec.</b>
A	Concrete Pavement	2301	2.D.3
W and Y	Precast Concrete	2462	Varies
HPC	High Performance Concrete	Special Provision 2401	2.D.2
MC	Mass Concrete	Special Provision 2401	Varies
CLSM	Cellular Concrete Grout	2519	None

**SP-37.11**

MnDOT 2461.2.F.3 shall be deleted and replaced with the following:

**F.3 Submittal Requirements**

At least 21 calendar days before initial placement of the concrete, submit the appropriate *General Concrete Mix Design Submittal* form to the Concrete Engineer for approval. The Contractor Mix Design Forms are available from the MnDOT Concrete Engineering Website.

Design the concrete mix to an absolute volume of 27.00 – 27.27 cu. ft.

The Concrete Engineer will:

- (1) Provide specific gravity and absorption data using oven dry (OD) weights for mix design calculations.
- (2) Review the mix design submittal and approve the materials and mix design for compliance with the Specifications.

Table 2461-8 defines the mix design submittal requirements for Level 1 and Level 2 Mixes.

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<b>Table 2461-9</b>					
<b>Mix Design Submittal Requirements</b>					
	SCM Substitution Limits	Fine Aggregate Limit	Gradation Requirements	Preliminary Test Data Requirements	Submittal Package
Level 1 Mixes *	Fly Ash: 0 – 15% Slag: 0 – 35%	40 – 45% of total aggregate by volume	3126 and 3137	None	General Concrete Mix Design
Level 2 Mixes	Fly Ash: > 15% Ternary: Any	None	Use Either: • 3126 and 3137 • Job Mix Formula (JMF)	2461.2.F.3.a	Use Either: • General Concrete Mix Design • General Concrete Mix Design (JMF)
* High Early concrete in accordance with Table 2461-7 is defined as a Level 1 Mix.					

**SP-37.12**

MnDOT 2461.2.F.3.a, 2461.2.F.3.a(1) and 2461.2.F.3.a(2) shall be deleted and replaced with the following:

**F.3.a Preliminary Test Data Requirements for Level 2 Mixes**

For Level 2 Mixes, submit the proposed Mix Design Proportions on the *General Concrete Mix Design Submittal* based upon either a suitable experience record or conventional trial mixtures not to exceed the limits specified in Table 2461-6 or 2461-7.

**F.3.a(1) Suitable Experience Record**

A suitable experience record consists of at least 30 consecutive tests, or two groups of consecutive tests totaling at least 30 tests, within the previous 18 months. If the Contractor does not have 30 tests, the Concrete Engineer will consider a minimum of 10 test results representing a time period of at least 45 days.

The Concrete Engineer considers a suitable experience record to have the following characteristics as compared to the proposed mix:

- (1) Average compressive strength ( $f'_{cr}$ ) meeting the required 28-day compressive strength and no greater than 1000 psi above the required 28-day compressive strength,
- (2) Same type or grade of cementitious materials,
- (3) Same class of coarse aggregate,

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- (4) Aggregate weights within 10% of the proposed,
- (5) Water/Cement ratio no greater than the maximum allowed,
- (6) Cementitious or SCM material weights within 5% of proposed, and
- (7) Batching conditions and testing procedures similar to those expected for the proposed work.

Submit all test results on the *Strength Test Data* sheet as part of the *Contractor Mix Design Submittal*.

The Concrete Engineer reserves the right to request batching data representing the suitable experience record submittal.

**F.3.a(2) Conventional Trial Mixtures**

If the Contractor does not have a suitable experience record as required in 2461.2.F.3.a(1) above, establish concrete proportions from trial mixtures, utilizing an AMRL accredited laboratory in accordance with the following:

- (a) Use proportions and consistencies required for proposed work at the w/c ratios or cementitious materials content that will produce a strength meeting or exceeding the required 28-day compressive strength ( $f'_c$ ) in accordance with Table 2461-6 or 2461-7;
- (b) Design trial mixtures to produce slump within  $\pm 0.75$  in. of maximum permitted;
- (c) For air-entrained concrete, design trial mixtures to produce air content within  $\pm 0.5$  percent of maximum allowable air content;
- (d) For each w/c ratio or cementitious materials content, make and cure at least three test cylinders for 28-day breaks in accordance with ASTM C 192. For HE concrete mixes, in addition to the 28-day cylinders, make a set of three test cylinders for 48-hour breaks in accordance with ASTM C 192.

Submit all test results for the trial mixtures, certified by the AMRL accredited laboratory, in addition to the *Contractor Mix Design Submittal*.

**SP-37.13**

Table 2461-11 of MnDOT 2461.2.F.4 shall be deleted and replaced with the following:

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<b>Table 2461-11</b>		
<b>Mix Design Adjustments Requirements</b>		
	Type of Change or Adjustment	Mix Design Resubmittal Requirements
Level 1 Mixes	<ul style="list-style-type: none"> <li>• Cementitious Sources</li> <li>• Admixture Sources</li> <li>• Admixture Dosage Rate</li> </ul>	No resubmittal required
	<ul style="list-style-type: none"> <li>• Aggregate Sources</li> <li>• Aggregate Proportions</li> <li>• Any cementitious or SCM proportion (<math>\leq</math> 15% max fly ash)</li> </ul>	Resubmittal of Mix Design
	<ul style="list-style-type: none"> <li>• Any cementitious or SCM proportion (<math>&gt;</math> 15% max fly ash)</li> </ul>	Resubmittal in accordance with 2461.2.F.3.a
Level 2 Mixes	<ul style="list-style-type: none"> <li>• Admixture Dosage Rate</li> <li>• Cement or SCM sources</li> </ul>	No resubmittal required
	<ul style="list-style-type: none"> <li>• Aggregate Source, no change in Aggregate Class</li> <li>• <math>\leq</math> 5% in any cementitious or SCM proportion*</li> <li>• <math>\leq</math> 10% in Aggregate Proportions</li> </ul>	Resubmittal of Mix Design
	<ul style="list-style-type: none"> <li>• Aggregate source and Class of Coarse Aggregate</li> <li>• <math>&gt;</math> 5% in any cementitious or SCM proportion</li> <li>• <math>&gt;</math> 10% Aggregate Proportions</li> <li>• Admixture Sources</li> </ul>	Resubmittal in accordance with 2461.2.F.3.a
<p>* Only one (1) increase in cementitious or SCM allowed per mix design, next adjustment requires resubmittal in accordance with 2461.2.F.3.a, "Preliminary Test Data Requirements for Level 2 Mixes"</p>		

**SP-37.14**

MnDOT 2461.2.G shall be deleted.

**SP-37.15**

The first paragraph of MnDOT 2461.3.A.9 shall be deleted and replaced with the following:

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Provide horizontal axial-revolving blade type mixers (single or multiple shaft) in accordance with the applicable requirements for conventional type mixers in accordance with 2461.3.A.1 through 2461.3.A.7 and this subsection.

**SP-37.16**

The first sentence of MnDOT 2461.3.D.1.c shall be deleted and replaced with the following:

Separately measure each type of mixing water on scales or water metering devices containing the following:

**SP-37.17**

The fifth paragraph of MnDOT 2461.3.D.2 shall be deleted and replaced with the following:

Provide and use only sacked cement in the original mill containers unless the Contractor calibrates the mixer for the specific materials in use. Do not use previously opened sacks.

**SP-37.18**

MnDOT 2461.3.F.1.a(2) shall be deleted and replaced with the following:

(2) The Producer will complete MnDOT Form 2163, *Concrete Plant Contact Report*, prior to the on-site inspection with the Department Representative.

(2.1) A MnDOT Certified Concrete Plant Level 1 or 2 Technician, representing the Producer, signs the *Concrete Plant Contact Report* certifying compliance with the Certified Ready Mix requirements and continual maintenance of the plant to assure that the plant can produce concrete meeting MnDOT Specifications.

(2.2) A MnDOT Certified Concrete Plant Level 1 or 2 Technician, representing the Department, signs the *Concrete Plant Contact Report* signifying that the plant complies with all requirements prior to concrete production.

**SP-37.19**

MnDOT 2461.3.F.1.a(3) shall be deleted and replaced with the following:

(3) Include a site map showing stockpile locations identified with the MnDOT pit number.

**SP-37.20**

MnDOT 2461.3.F.1.b shall be deleted and replaced with the following:

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**F.1.b Maintaining Plant Certification**

The Producer will maintain plant certification by:

- (1) Displaying the current Contact Report and site map in plain sight at all times;
- (2) Updating the Contact Report with any material or equipment changes and submitting to the Department;
- (3) Sampling and testing the materials in accordance with this section and the requirements of the Schedule of Materials Control;
- (4) Documenting the production and testing of the materials used in the certified ready-mix concrete in the QC Workbook;
- (5) Making Producer Plant QC Workbook and QC charts available electronically at all times;
- (6) Supplying the following information at the request of the Engineer:
  - (6.1) Approved mix design sheets,
  - (6.2) Agency cementitious and admixture test results,
  - (6.3) Agency verification gradation test results,
  - (6.4) Aggregate quality test results.

Any procedural changes that cause non-compliance with this program may result in de-certification of the plant and cessation of further production of Department concrete as determined by the Concrete Engineer in accordance with 2461.3.F.4.h, "Certified Ready-Mix Plant Decertification."

**SP-37.21**

MnDOT 2461.3.F.2 shall be modified to include the following:

- (21) For colored concrete, final color

**SP-37.22**

The definition for "Mix design water" and "Batch water" in Table 2461-13 of MnDOT 2461.3.F.3 shall be deleted and replaced with the following:

<b>Table 2461-13</b>	
<b>Certified Ready-Mix Terminology</b>	
<b>Term</b>	<b>Definition</b>
Mix design water	The maximum allowable water content for 1 cu. yd of concrete.
Batch water	Water actually batched into the truck by the batcher. Batch water includes potable water and clarified water.

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**SP-37.23**

MnDOT 2461.3.F.4(7) shall be deleted and replaced with the following:

- (7) Take cementitious and admixtures samples per Schedule of Materials Control.
- (8) Document the following samples in the appropriate Sampling Log:
  - (8.1) Cementitious Materials
  - (8.2) Admixtures
  - (8.3) Verification Gradations
  - (8.4) Coarse Aggregate Quality

**SP-37.24**

MnDOT 2461.3.F.4.b, 2461.3.F.4.c, 2461.3.F.4.d, and 2461.3.F.4.e shall be deleted and replaced with the following:

**F.4.b Sampling and Testing**

Take all samples randomly in accordance with ASTM D 3665, Section 5, at a rate defined in accordance with the Schedule of Materials Control. Perform all sampling and testing in accordance with the Concrete Manual. The Engineer may oversee the QC sampling and testing process.

Perform QC gradation and moisture testing at the certified ready-mix plant site. Use mechanical shakers for sieve analysis. Determine the moisture content using the oven-dry method in all fractions of the aggregate.

Provide equipment and perform calibrations meeting the requirements of the following:

- (1) AASHTO T 27, "Sieve Analysis of Fine and Coarse Aggregates,"
- (2) AASHTO T 255, "Total Moisture Content of Aggregate by Drying,"
- (3) AASHTO M 92, "Wire-cloth Sieves for Testing Purpose," and
- (4) AASHTO M 231, "Weighing Devices Used in the Testing of Materials."

**F.4.c QC Gradations**

Complete the *Concrete Aggregate Worksheet* for each aggregate size and source:

- (1.1) QC gradations;
- (1.2) Verification Companion Gradations; The Engineer will not allow a Verification Companion Gradation as a substitute for a QC Gradation.

Identify QC companion samples with the following information:

- (2.1) Date,

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- (2.2) Test number,
- (2.3) Time,
- (2.4) Type of material,
- (2.5) Plant, and
- (2.6) Sampling location.

**F.4.d Aggregate Gradation QC Charts**

Complete the *MnDOT Aggregate Gradation Control Charts* for each aggregate size and aggregate source:

- (1) Record Producer QC gradation and Department Verification Companion gradation results. These results are included in the moving average calculation.
- (2) Record Department Verification Gradation results. These results are not included in the moving average calculation.

**F.4.e Moisture Content**

Complete the *Batching Report* for each aggregate size and source.

**SP-37.25**

MnDOT 2461.3.F.4.g shall be deleted and replaced with the following:

**F.4.g Signing the Certificate of Compliance**

The Producer's MnDOT Certified Plant Level 1 or Level 2 technician will:

- (1) Review the first Certificate of Compliance for each mix type, each day, for accuracy; and
- (2) Legibly hand sign the Certificate of Compliance at a location designated for Producer signature signifying agreement to the terms of this program and to certify that the materials comply with the requirements of the Contract; and
- (3) Write their MnDOT Technical Certification Number next to their signature.

**SP-37.26**

MnDOT 2461.3.F.4.h shall be deleted and replaced with the following:

**F.4.h Certified Ready-Mix Plant Decertification**

The Concrete Engineer, with coordination from the Engineer, may decertify the plant and halt production of concrete under any of the following conditions:

- (1) Unauthorized procedural, material, or equipment changes made after the completion of the Concrete Plant Contact Report,
- (2) Failure to meet the required testing rates,



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- (3) Failure to complete required documents,
- (4) Disregards any of the requirements of this section, and
- (5) Falsification of test records or certificates of compliance.

**SP-37.27**

MnDOT 2461.3.F.5 shall be deleted and replaced with the following:

**F.5 Quality Assurance (QA)**

The Engineer's responsibilities include the following:

- (1) Confirm the Producer's QC Workbook and aggregate gradation quality charts are accurate and up-to-date;
- (2) Check Certificate of Compliance for completeness and accuracy;
- (3) Spot check the actual batching of concrete to verify batch weights and tolerances;
- (4) Check the bins and stockpiles for segregation, contamination, and interblending of the aggregates;
- (5) Obtain Aggregate Quality samples per Schedule of Materials Control;
- (6) Observe Producer's Certified Technician obtain aggregate samples and run gradation and moisture tests when possible;
- (7) Verify cement, fly ash, and admixtures are certified and approved;
- (8) Obtain cement, fly ash, and admixtures samples per the Schedule of Material Control;
- (9) Provide the following test results to the Producer in a timely manner:
  - (9.1) Cementitious Materials
  - (9.2) Admixtures
  - (9.3) Verification Gradations
  - (9.4) Coarse Aggregate Quality

**SP-37.28**

The first paragraph of MnDOT 2461.3.G.1 shall be deleted and replaced with the following:

Notify the Engineer at least 24 h before beginning concrete production to allow the Engineer time to provide inspection forces needed for the work and to approve preparations for concrete placement. If the Contractor fails to provide 24 h notice, the Engineer may delay concrete placement and will consider any concrete incorporated into the work as unauthorized in accordance with 1512.2, "Unauthorized Work." The Engineer will consider any delays to the Contract resulting from unauthorized work as non-excusable in accordance with 1806.2.C, "Non-Excusable Delays."

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**SP-37.29**

MnDOT 2461.3.G.2 shall be deleted and replaced with the following:

**G.2 Placement Temperatures**

Maintain concrete temperature from 50 °F to 90 °F until placement.

Unless Engineer approved cold weather protection plans are in –place, do not place concrete when the air temperature is either of the following at the point of placement:

- (1) Below 36 °F, or
- (2) The National Weather Service predicts the temperature to fall below 36 °F within the following 24 h period.

**SP-37.30**

MnDOT 2461.3.G.4 shall be deleted and replaced with the following:

**G.4 Field Adjustments**

Mix the load a minimum of 5 min or 50 revolutions at mixing speed after addition of admixture or water.

**G.4.a Water Adjustments**

The Engineer will allow water adjustments in accordance with all the following:

- (1) Prior to discharging approximately 1 cubic yard of concrete,
- (2) Water available to add stated on the Certificate of Compliance, and
- (3) Concrete is within 60 min from the initial batch time stated on the Certificate of Compliance.

**G.4.b Water Adjustments for Concrete Placed by the Slip-Form Method**

The Engineer will allow water adjustments for all grades of concrete placed by the slip-form method, except Grade A paving concrete, in accordance with all of the following:

- (1) If water is available to add as stated on the Certificate of Compliance.
- (2) Concrete is within 60 min from the initial batch time stated on the Certificate of Compliance.

**G.4.c Admixture Adjustments**

Approved admixture additions are allowed within 90 min from the initial batch time stated on the Certificate of Compliance. If the load of concrete has no available water to add, or the load is greater than 60 minutes old, the Engineer will allow one admixture adjustment diluted with up to 2 gallons of water.

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**G.4.d Consistency and Air Content Adjustments**

The Engineer will test the concrete for compliance with 2461.3.G.7, "Consistency," and 2461.3.G.8, "Air Content," in accordance with the following:

- (1) If the first test taken by the Engineer passes, the Engineer will continue verification testing in accordance with the Schedule of Materials Control.
- (2) If the test taken by the Engineer fails, make adjustments and perform any quality control testing before the Engineer performs a final test. Acceptance or rejection of the truck is based on the Engineer's final test result.
- (3) The Engineer will test up to two additional trucks in accordance with items (1) and (2) above, and
- (4) If the concrete does not meet the specification after those three trucks, the Engineer will reduce their verification testing rate to once per truck for acceptance for the remainder of the pour.

For concrete mixes 3U17A and 3U18, allow mix to hydrate 5 min before slump test to assure all cement is saturated.

**SP-37.31**

MnDOT 2461.3.G.5, 2461.3.G.5.a, 2461.3.G.5.b and 2461.3.G.5.c shall be deleted and replaced with the following:

**G.5 Test Methods and Specimens**

Perform random sampling and testing in accordance with the Concrete Manual and determine testing rates meeting the requirements of the Schedule of Materials Control.

The Engineer performs random sampling and testing in accordance with the Concrete Manual, determines testing rates meeting the requirements of the Schedule of Materials Control.

Anyone fabricating concrete cylinders or beams is required to hold either a current ACI Field 1 Technician Certification or a MnDOT Field 1 Technician Certification.

Anyone performing concrete strength testing of cylinders is required to hold one of the following current certifications:

- (1.1) ACI Strength Testing Technician Certification,
- (1.2) MnDOT Strength Testing Technician Certification, or
- (1.3) WisDOT Strength Testing Technician Certification.

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The Engineer will furnish molds based on the maximum size aggregate for the test specimens in accordance with the following:

- (2.1) 4 in × 8 in cylinder molds,
- (2.2) 6 in × 12 in cylinder molds for maximum aggregate sizes greater than 1¼ in, and
- (2.3) 6 in × 6 in × 20 in beam molds; use other beam mold sizes as approved by the Engineer.

The Engineer will transport the cylinders in accordance with the following:

- (3.1) A minimum of at least 16 hours after casting.
- (3.2) A minimum of at least 12 hours after casting for high early strength (28-day) cylinders.
- (3.3) With securely placed tight fitting plastic caps on plastic molds, or by other methods to prevent moisture loss.
- (3.4) Protected from jarring, bouncing, and freezing.
- (3.5) No greater than 4 hours, unless cylinders are maintained in the moistened condition at ambient temperature of 60 °F to 80 °F.

**G.5.a Moist Curing Environments**

At least 24 hours prior to concrete placement, provide moist curing environment(s) of adequate size and number, including all ancillary equipment and materials, necessary to maintain moist curing environment(s) in accordance with ASTM C31, 2031.3.C, "Special Requirements," and the following:

For each separate moist curing environment:

- (1) Provide a calibrated waterproof digital temperature recording device that records the daily maximum and minimum ambient temperatures for the previous 7 days.
- (2) Maintain the standard (28-day) strength cylinders or beams in an ambient temperature range from 60 °F to 80 °F during the initial and intermediate curing periods.

The Engineer will monitor the daily temperatures of the curing environments. Agency monitoring does not relieve the Contractor of the responsibility to maintain the water temperature as specified herein.

If the Contractor fails to comply with the requirements shown here-in, the Engineer may delay concrete placement and will consider any concrete incorporated into the work as unauthorized in accordance with 1512.2, "Unauthorized Work." The

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Engineer will consider any delays to the Contract resulting from unauthorized work as non-excusable in accordance with 1806.2.C, "Non-Excusable Delays."

All costs related to providing and maintaining moist curing environments is considered incidental.

**G.5.b Standard (28-day) Strength Cylinders**

The Engineer will perform the following for standard strength cylinders:

- (1.1) Cast cylinders (sets of 3) for testing at 28 days in accordance with the Schedule of Materials Control.
- (1.2) Mark cylinders for identification of the represented unit or section of concrete in accordance with the following: (1.1, 1.2, 1.3/ 2.1, 2.2, 2.3/ 3.1, 3.2, etc.). In order to differentiate between portions of a project, prefixes and suffixes are allowed.
- (1.3) Cure the cylinders meeting the requirements of the 2461.3.G.5.a, "Moist Curing Environments."
- (1.4) Complete the MnDOT Concrete Cylinder Identification Card including the results for air content, slump (if required), concrete, and air temperature testing from the same load.

The Concrete Engineer defines the curing period as the following:

- (2.1) **Initial curing period** as immediately after final finishing for a period of up to 48 hours. After the initial curing period, the Engineer will both transport and further cure the cylinders in the provided curing tanks for intermediate curing up to 7 days from the day of casting or deliver directly to the laboratory for final curing.
- (2.2) **Intermediate Curing Period** as the time between specimen pickup from the initial curing site and delivery to the laboratory for final curing, not to exceed 7 days from the day of casting.
- (2.3) **Final Curing Period** as the time when cylinders are cured in the laboratory within 7 days of casting.

**SP-37.32**

MnDOT 2461.3.G.5.c shall be deleted and replaced with the following:

**G.5.c Field Control Strength Cylinders**

The Engineer will use field control cylinders to determine when the sequence of construction operations is dependent upon the rate of concrete strength development. The Engineer will cast field control cylinders to determine when the concrete attains the required strength for all desired field control limitations.

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The Engineer will perform the following for field control strength cylinders:

- (1) Cast up to three (3) field control cylinders per structure. The Contractor is responsible for any additional field control cylinders.
- (2) Mark field control cylinders for identification of the represented unit or section of concrete in accordance with 2461.3.G.5.a(2).
- (3) Cure the cylinders in the same location and under the same conditions as the concrete structure or unit involved meeting the requirements of the Concrete Manual,
  - (3.1) For High-Early (HE) Concrete as defined in Table 2461-7, the Engineer will allow the Contractor to cure field control cylinders using insulated cylinder storage compartment. Provide insulated storage compartments and any equipment necessary to continually monitor temperatures of both the newly poured concrete structure and the insulated cylinder storage compartment. Maintain the insulated storage compartment at a temperature no greater than 5 °F above the newly poured concrete structures temperature. When the temperature exceeds 5 °F or the temperature monitoring system fails, the Engineer will not accept field control cylinder results.
- (4) Complete the MnDOT Concrete Cylinder Identification Card including the results for air content, slump (if required), concrete, and air temperature testing from the same load.

During the Departments normal laboratory operating hours, the Engineer will perform compressive strength testing on the field control cylinders. If Project scheduling requires testing outside of the Departments' laboratories normal operating hours or the Department's nearest laboratory is greater than 30 miles from the project; Provide certified and calibrated hydraulic cylinder-testing machine within 30 miles of the project and at a location approved by the Engineer. Test the field control cylinders in the presence of the Engineer in accordance with ASTM C39.

The Engineer will allow the Contractor to submit a strength-maturity relationship curve for use in lieu of field control cylinders in accordance with 2461.3.G.6, "Estimating Concrete Strength by the Maturity Method."

**SP-37.33**

MnDOT 2461.3.G.5.e, 2461.3.G.5.e(1), 2461.3.G.5.e(2), 2461.3.G.5.e(3), and 2461.3.G.5.e(4) shall be deleted and replaced with the following:

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**G.5.e Concrete Compressive Strength**

The Concrete Engineer defines a single **strength test** as the average (28-day) strength of three (3) cylinders fabricated from a single sample of concrete and cured in accordance with the Concrete Manual.

If 1 of the set of 3 cylinders shows a strength variability of greater than 10% outside of the initial calculated three cylinder average strength, the Engineer will average the remaining two cylinders and report as the 28-day compressive strength.

If 2 or more of the set of 3 cylinders shows a strength variability greater than 10% outside of the initial calculated average strength, the Engineer will use all three cylinder results to calculate the 28-day compressive strength.

The Engineer will consider concrete acceptable in accordance with Table 2461-17 provided **both** the single strength test and the moving average of 3 consecutive strength tests are met for a required  $f'_c$ .

<b>Table 2461-17</b>		
<b>Acceptance Criteria for Standard 28-day Cylinders</b>		
	<b>Single Strength tests</b>	<b>Moving average of 3 consecutive strength tests *</b>
<b><math>f'_c \leq 5000</math> psi</b>	<b><math>&gt; (f'_c - 500 \text{ psi})</math></b>	<b><math>\geq f'_c</math></b>
<b><math>f'_c &gt; 5000</math> psi</b>	<b><math>&gt; 0.90 * f'_c</math></b>	<b><math>\geq f'_c</math></b>
* If a project does not establish a moving average of 3 consecutive strength tests, use the average of 2 strength tests to determine acceptance. If there is only a single strength test, contact the Concrete Engineer for recommendation.		

**SP-37.34**

MnDOT 2461.3.G.5.f, 2461.3.G.5.f(1), 2461.3.G.5.f(2), 2461.3.G.5.f(3), and 2461.3.G.5.f(4) shall be added:

**G.5.f Non-Conforming Material**

If the Contractor places concrete not meeting the strength requirements of 2461.3.G.5.e, "Concrete Compressive Strength" into the work, the Engineer may not accept nonconforming concrete at the contract unit price. The Engineer will evaluate non-conforming strength results in accordance with the following:

**G.5.f(1) Single Strength Test  $\leq 500$  psi Below  $f'_c$**

If any single strength test (3 cylinders) shows a strength  $\leq 500$  psi below  $f'_c$  and is not deficient due to erroneous/invalid strength tests as defined in 2461.3.G.5.f(4),

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“Moving Average Below  $f'c$ ”, no additional investigation will occur and the Engineer will include the low strength test result in the moving average.

**G.5.f(2) Single Strength Test > 500 psi Below  $f'c$**

If any single strength test (3 cylinders) shows a strength > 500 psi below  $f'c$  and is not deficient due to erroneous/invalid strength tests as defined in 2461.3.G.5.f(4), “Moving Average Below  $f'c$ ”, the Engineer, in conjunction with the Concrete Engineer, will investigate to determine if the concrete has attained the critical load-carrying capacity.

The investigation may consist of, but is not limited to reviewing the following:

- (1) Sampling and testing plastic concrete
- (2) Handling of cylinders
- (3) Cylinder curing procedures
- (4) Compressive strength testing procedures
- (5) Certificate of Compliances
- (6) Evaluation using Rebound Hammer (ASTM C803), Penetration Resistance (ASTM C805), or other method approved by the Concrete Engineer
- (7) Review of the design calculations for the concrete in question

If it is determined that the concrete represented by the single strength test has attained the critical load carrying capacity, the Engineer will include the strength test in the moving average calculation.

If it is determined that the concrete has not attained the critical load carrying capacity, the Engineer will direct the Contractor to remove and replace concrete in accordance with 1503, “Conformity with Contract Documents,” and 1512, “Unacceptable and Unauthorized Work.” The Contractor may dispute the remove and replace order within 7 days of written notification by the Engineer. If the Contractor disputes the order, follow the dispute resolution coring procedure in accordance with 2461.3.G.5.f(3), “Dispute Resolution Coring for Single Strength Test Failure.”

**G.5.f(3) Dispute Resolution Coring for Single Strength Test Failure**

The Engineer and Contractor will mutually agree on an Independent Third Party to core and test the concrete in accordance with ASTM C42.

- (1) The Engineer will identify a minimum of three (3) locations for the Independent Third Party to core.
- (2) The Independent Third Party will take one (1) core at each location.
- (3) The Independent Third Party will complete all coring within 14 days of notification of the low strength concrete.
- (4) The Contractor is responsible for ensuring the core holes are repaired.



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The Engineer, in conjunction with the Concrete Engineer, will review the core test results and evaluate in accordance with Table 2461-18, providing all other concrete tests meet requirements.

<b>Table 2461-18</b> <b>Evaluation of Core Test Results</b>			
<b>Core (average of 3 cores) Test Results:</b>	<b>Engineer considers concrete:</b>	<b>Cost of Coring and Testing:</b>	<b>Resolution:</b>
$\geq 85\%$ of $f'_c$ and No individual core is $< 75\%$ of $f'_c$	Acceptable to remain in place	Agency	No monetary reduction for single strength test failure.
$< 85\%$ of $f'_c$	Unacceptable	Contractor	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer.

**G.5.f(4) Moving Average Below  $f'_c$**

If the moving average of three (3) consecutive strength tests  $< f'_c$ , the Concrete Engineer will review the strength test results and determine if a new mix design is required in accordance with Table 2461-6 or Table 2461-7.

The Engineer will remove any strength test results from the moving average if the following occurs:

- (1.1) After investigation the deficient concrete strength is found to be an erroneous/invalid strength test
- (1.2) The suspect concrete was removed and replaced
- (1.3) Dispute resolution coring identified the concrete acceptable to remain in place

Reasons for finding erroneous test results as determined by the Concrete Engineer:

- (2.1) Cylinders kept in the field longer than 7 days,
- (2.2) Improper handling/curing of the cylinders, and/or

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(2.3) Improper testing of the cylinders

For the quantity of non-conforming concrete not meeting the moving average of three (3) consecutive strength tests, the Engineer will make determinations regarding the disposition, payment, or removal of the concrete in accordance with Tables 2461-19.

<b>Table 2461-19</b> <b>All Concrete Grades</b>	
<b>Moving average of 3 consecutive strength tests</b>	<b>Monetary Reduction for Moving Average Failure *</b>
$> 93.0\%$ of $f'c$	\$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance
$\geq 87.5\%$ and $\leq 93.0\%$ of $f'c$	\$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance
$< 87.5\%$ of $f'c$	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer.  If the Engineer, in conjunction with the Concrete Engineer, determines the concrete can remain in place, the Engineer will adjust the concrete at a reduction of \$100.00 per cubic yard or 50% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance.

**SP-37.35**

MnDOT 2461.3.G.6.a and 2461.3.G.6.a(1) shall be deleted and replaced with the following:

**G.6.a Development of Maturity-Strength Relationship**

The Engineer will allow development of the maturity curve in either the laboratory or in the field, provided the precautions for field curing and testing are followed, as described in the Concrete Manual. Test the concrete strength specimens for development of the maturity curve.

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Determine the strength development criteria based on the type of concrete in accordance with the following:

- (1) For concrete pavement: 2301.3.O, "Opening Pavement to Traffic,"
- (2) For concrete pavement repairs: 2302.3.B.4, "Opening to Construction Equipment and Traffic,"
- (3) For concrete structures: 2401.3.G, "Concrete Curing and Protection"
- (4) For sidewalks, driveway entrances and curb and gutter, a minimum of 3000 psi [20.6 MPa] is required.

Until an acceptable strength-maturity relationship is established, verify strength using concrete beams or cylinders.

**G.6.a(1) Procedure**

Estimate the in-place concrete strength using the maturity method as described in ASTM C 1074, except as noted in this specification as follows:

- (a) Fabricate 15 cylinders plus 2 additional cylinders to embed temperature sensors or 15 beams;
- (b) The Nurse-Saul method of computing maturity;
- (c) A datum temperature of -10°C (14°F);
- (d) Maintain specimens at temperatures greater than 50° F for the duration of the maturity curve development.

Test three (3) strength specimens at five different ages specified in Table 2461-20 for the type of concrete work.

<b>Table 2461-20</b>	
<b>Chronological Testing Ages of Strength Specimens</b>	
<b>Type of Concrete</b>	<b>Testing Ages *</b>
Concrete Pavement as defined in 2301	Determined by the Contractor
Normal Strength Concrete as defined in 2461	1, 2, 3, 7 and 28 days
High-Early (HE) Concrete as defined in 2461	12 hours, 1, 2, 7 and 28 days
Ultra High-Early (UHE) Concrete as defined in 2302	3, 4 and 8 hours, 1 and 14 days
* The Contractor may adjust the testing ages if approved by the Engineer, in conjunction with the Concrete Engineer.	
Test at least two (2) sets of strength specimens before the anticipated opening strength.	

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**SP-37.36**

The first paragraph of MnDOT 2461.3.G.6.c shall be deleted and replaced with the following:

Perform a verification strength test to ensure the in-place concrete strength correlates with the maturity-strength relationship as follows:

- (1) Notify the Engineer at least 24 hours in advance of the time and location of both the verification specimen's casting and strength testing.
- (2) When the maturity curve is developed prior to the start of construction or in a laboratory, perform a verification strength test on the first day of concrete placement.
- (3) Perform a verification strength test at least once every seven (7) calendar days during normal plant production for concrete paving. For all other concrete, perform a verification strength test at least once every thirty (30) calendar days during normal plant production.
- (4) If the plant has not supplied concrete to the project for a period of greater than thirty (30) calendar days, perform a verification strength test.
- (5) Cast 3 cylinders plus one additional cylinder to embed the temperature sensor or 3 beams for each verification strength test.
- (6) The Engineer will test the concrete strength specimens for verification of the maturity curve as close to the maturity value determined to represent the opening, loading or form removal strength criteria in accordance with the Concrete Manual.
- (7) Record the results of verification test on the *Concrete Maturity-Strength Verification* form and submit an updated copy with the newest test result to the Engineer the day that the verification test is completed.
- (8) The Engineer may direct additional verification testing as necessary.
- (9) Submit electronic data from the maturity meters or temperature loggers in a comma-delimited (.txt or .csv) file format to the Engineer, which includes at least the project number, date and location of the meters or loggers.

**SP-37.37**

MnDOT 2461.3.G.6.d(4), 2461.3.G.6.d(5) and 2461.3.G.d(6) shall be deleted.

**SP-37.38**

MnDOT 2461.3.G.7.b, Table 2461-25 and Table 2461-26 shall be deleted and replaced with the following:

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**G.7.b Non-Conforming Material**

Only place concrete meeting the slump requirements in the work. If the Contractor places concrete not meeting the slump requirements into the work, the Engineer will not accept non-conforming concrete at the contract unit price.

For the quantity of non-conforming concrete not meeting the required slump, the Engineer will make determinations regarding the disposition, payment, or removal of the concrete in accordance with Tables 2461-23 and 2461-24.

<b>Table 2461-23</b> <b>All Concrete Grades</b> <b>&gt; 1 in slump</b>	
<b>Outside of Slump Range</b>	<b>Monetary Reduction</b>
Below slump range *	No deduction for materials placed as approved by the Engineer.
≤ 1½ in above slump range	\$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
> 1½ in above slump range	\$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
* The Engineer will not reduce contract unit price for low slump concrete placed with the slip-form method as approved by the Engineer.	

<b>Table 2461-24</b> <b>Low Slump Concrete</b> <b>From ½ in to 1 in</b>	
<b>Outside of Slump Range</b>	<b>Monetary Reduction</b>
Below slump range *	No deduction for materials placed as approved by the Engineer
≤ ½ in above slump range	\$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
≥ ¾ in above slump range	\$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
* The Engineer will not reduce contract unit price for low slump concrete placed with the slip-form method as approved by the Engineer.	

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**SP-37.39**

MnDOT 2461.3.G.8.a shall be deleted and replaced with the following:

**G.8.a Non-Conforming Material**

Only place Type 3 concrete meeting the air content requirements in the work. If the Contractor places Type 3 concrete not meeting the air content requirements into the work, the Engineer will not accept non-conforming concrete at the contract unit price.

For the quantity of non-conforming concrete not meeting the required air content, the Engineer will make determinations regarding the disposition, payment, or removal in accordance with Table 2461-27.

<b>Table 2461-27</b>	
<b>All Concrete (Target Air Content 6.5%)</b>	
<b>Air Content, %</b>	<b>Monetary Reduction</b>
> 10.0	\$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
>8.5 – 10.0	\$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
5.0 – 8.5	The Engineer will pay 100 percent of the contract unit price for the concrete represented, for material placed as approved by the Engineer.
>4.0 – <5.0	\$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
>3.5 – ≤4.0	The Engineer, in conjunction with the Concrete Engineer will determine the concrete suitability for the intended use in accordance with 1503, “Conformity with Contract Documents,” and 1512, “Unacceptable and Unauthorized Work.” This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer.
≤ 3.5	Remove and replace concrete in accordance with 1503, “Conformity with Contract Documents,” and 1512, “Unacceptable and Unauthorized Work,” as directed by the Engineer. This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer. If the Engineer, in conjunction with the Concrete Engineer, determines the concrete can remain in place, the Engineer may not pay for the concrete and may require coating with an approved epoxy penetrant sealer from the Approved/Qualified Products List.

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**SP-37.40**

MnDOT 2461.3.G.9 shall be deleted and replaced with the following:

**G.9 Allowable Testing Tolerances**

Allowable tolerances are based on the results from two different testers and two different pieces of equipment from the same sample. Perform the test within the allowable tolerances in accordance with Table 2461-28.

<b>Table 2461-28</b>	
<b>Allowable Testing Tolerances</b>	
<b>Test</b>	<b>Allowable Tolerance</b>
<b>Air content, % volume of concrete</b>	1.0 %
<b>Average slump:</b>	
< 4 in	1.0 in
4 in – 6 in	1.5 in
> 6 in	2.0 in
<b>Unit weight, per cu. ft, calculated to an air-free basis</b>	1.0 lb/cu. ft
<b>Compressive strength 3,000 psi – 8,000 psi, average of 3 tests</b>	500 psi

**SP-38 (2511) FURNISH AND SET BOULDER**

**SP-38.1 Furnish and Set Boulder**

This work consists of furnishing and placing guard stones in concrete cap at the Section 3 Turnout as detailed in the plans and as directed by the Engineer.

**SP-38.2 Materials**

Stones shall be supplied by Contractor from other sources, as approved by the Engineer. All stones used shall be of similar size, shape, texture, graining, rock-type and color as the existing in-place guard stones, regardless of the source. In general, the stone size shall match the sizes of the larger existing guard stones. Stones shall have a single flat side (base) suitable for placement and to resist rolling. Furnished stones will be subject to approval by the Engineer.

**SP-38.3 Execution**

Furnished stones shall be placed as detailed in the plans and as directed by the Engineer. All stones shall be set in the reconstructed concrete cap, see SP-44 for additional requirements.

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**SP-38.4          Method of Measurement**

Measurement for "Furnish and Set Boulder" will be made per each stone for each additional guard stone furnished, approved and properly set for the Section 3 Turnout site. No separate measurement will be made for any required surface preparation, field measurement or cleaning.

**SP-38.5          Basis of Payment**

Payment for furnishing and placing guard stones will be made under Item 2511.602 "Furnish and Set Boulder" at the contract unit price per each stone and shall be considered compensation in full for all costs associated with furnishing and placement as shown in the Plans, described in these special provisions and as directed by the Engineer. No separate measurement or payment will be made for other incidental items such as hauling, preparation of stone for fitment, or other incidentals as necessary to perform the completed work.

**SP-39 (2511) RESET BOULDER**

**SP-39.1          Reset Boulder**

This work consists of removing/salvaging, temporary stockpiling/storage and re-setting existing guard stones in the concrete cap at the Section 3 Turnout site as detailed in the plans, these special provisions and as directed by the Engineer.

**SP-39.2          Execution**

Existing guard stones shall be carefully removed from the existing concrete cap and salvaged for re-use. Any concrete remaining adhered to existing stones shall be removed in a manner as to not damage or alter the existing stones. Guard stones are to be set in the reconstructed concrete cap during the placement of the cap concrete and prior to setup of cap concrete to ensure guard stone embeds into the cap concrete. Further placement requirements are as detailed in the plans and as directed by the Engineer. See SP-44 for additional concrete cap reconstruction requirements.

**SP-39.3          Method of Measurement**

Measurement for "Reset Boulder" will be made per each removed, salvaged and re-set stone for the Section 3 Turnout stone masonry retaining wall. No separate measurement will be made for any required surface preparation, field measurement or cleaning.

**SP-39.4          Basis of Payment**

Payment will be made under Item 2511.602 "Reset Boulder" at the contract unit price per each stone acceptably removed, salvaged and reset and shall be considered compensation in full for all costs associated. No separate payment will be made for other incidental items such as storage, cleaning of stones or other incidentals as necessary to perform the completed work.



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**SP-40 (2540) MONUMENT RESTORATION**

**SP-40.1 Monument Restoration**

This work consists of raking out and repointing of mortar joints and replacing the existing deteriorated concrete cap at the Section 3 Turnout Monument as detailed in the plans and as directed by the Engineer.

**SP-40.2 Execution**

See SP-45 for mortar and joint repointing requirements.

See SP-44 for concrete cap replacement requirements. Concrete for concrete cap shall be the same as selected under Item SP-43 “(2541) Repair Concrete Cap Type 1”.

**SP-40.3 Method of Measurement and Payment**

Measurement for payment shall be by the single lump sum. Payment for Monument Restoration as required to complete all work as detailed in the Plan, these special provisions and as directed by the Engineer at the Section 3 Turnout Monument shall be made wholly under the pay item; “Monument Restoration” and shall be payment in full for all materials and labor necessary for the complete repointing and concrete cap replacement.

**SP-41 (2541) RECONSTRUCT STONE HISTORIC STRUCTURE (DRY-STACK)**

**SP-41.1 Reconstruct Stone Historic Structure**

This work consists of the reconstruction of dry-stack stone retaining wall at the Section 3 Turnout in select locations as detailed in the plans and as directed by the Engineer, in accordance with the applicable provisions of MnDOT 2105, 2401, 2541 and the following:

**SP-41.2 Materials**

**A. Wall Stones**

Contractor shall salvage the stones from the existing structure for re-use in the reconstructed structure. In failed regions where the original stones are no longer present and in select regions where the in-place stones are fractured and not re-useable additional stones will be necessary to complete the work. Additional stones shall be supplied by the Contractor from other sources, as approved by the Engineer. Supplied stones used in the reconstruction shall be of similar size, shape, texture, graining, rock-type and color as the existing, regardless of the source. Additional stones will be subject to approval by the Engineer.

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**SP-41.3 Submittals**

**A. Stones**

Match and prepare new stone, where required, to the extent possible, the origin, color, graining and texture of the original stone. Samples of proposed stone material shall be submitted to the Engineer for approval prior to delivery. Stone sample shall exhibit characteristics of the finished product and shall match the in-place stones including grade, color, texture and finish.

The Engineer reserves the right to approve the material source/ supplier for the stone before this portion of the work is approved to proceed.

**B. Qualifications and Experience**

Stone supplier, and installer shall have demonstrated successful prior experience with projects of similar size and character within the past 5 years. Past experience and project detail shall be submitted for review at the preconstruction conference.

**SP-41.4 Execution**

Notify Engineer at least 24 hours in advance of start of operations.

Prior to performing any retaining wall stone removal work the Contractor shall thoroughly document the in-place stone retaining wall within the limits to be removed and reinstalled. The region shall be thoroughly photographed with individual face stone sizes, arrangement and pattern dimensionally mapped/ drawn.

All photography shall be digital images and shall be taken with a minimum sensor resolution of 10 megapixels. The following shall be placed on a board or paper that is placed within each image such that it can be clearly read:

- Name of Project
- Date photograph was taken
- Reference to vantage point in relation to a key plan for the site/ structure

Area to be photographed and mapped shall extend a minimum of one stone beyond the plan work area limits so as to capture at minimum a perimeter of stones outside the work area. Mapping shall include an orthogonal 2' x 2' grid drawn to scale with stone perimeters and masonry joints accurately represented within the grid, to scale. Minimum drawing scale shall be 1" = 1'. The photographs and dimensional mapping shall be furnished to the Engineer for approval prior to any removal work proceeding. Mapping shall be further updated and additional photographs taken during performance of the work to reflect further information revealed during removals including but not limited to stone depths including individual coursings and depth of stones per coursing, other embedded items uncovered (if any), backfill materials and other hidden conditions. One copy of photographs taken and mapping produced shall be available for viewing in

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the field office at all times. Active documenting, updating and furnishing of the updated mapping and photographs at the close of the work shall be a condition to final payment.

Take care to observe construction method of wall during dis-assembly and document accordingly to ensure reconstruction matches original construction including original face stone placement and backing stone placement where present. Do not perform any removal work until the limits of removal have been clearly marked in the field and reviewed and agreed to by the Engineer.

Perform stone removal work in a manner which will not damage, chip or crack stones.

Clean all removed stones and adjacent edges of stones which remain of all mortar (where/ if present), dirt and debris to ensure acceptable surfaces for reinstallation and stacking. Do not use high pressure water or other cleaning methods which impose damage or leave markings on the stone. If stone handling or cleaning techniques mar the stone in any manner the operations shall cease until corrections can be made to ensure the stone is not marked or damaged.

Stone masonry shall be reconstructed to the original lines, batter, slope and “tight” dry stack fit as incorporated in the original construction and as detailed in the Plans. Portions of the original construction which are as of yet undisplaced/ affected by localized failure as well as similar dry stack stone retaining walls adjacent to the site shall serve as the example for the level of precision and quality which must be undertaken and incorporated into the completed work. The requirement for this level of care and quality is absolute and will be a mandatory requirement for the work and for the work to progress.

To the greatest extent practical, stones shall be replaced in their original positions/ orientation. It is anticipated some stone cutting and splitting to butting stone surfaces (non-exposed edges) will be necessary to obtain the level of precision necessary to replicate the original fit, batter and orientation. (No sawcutting shall be visible within the completed work.) Variation in stone size and relative placement of stone size variation shall be replicated in the completed work. Additional stones shall be furnished where necessary to complete the work and approved by the Engineer.

**SP-41.5          Project Conditions**

Provide temporary shoring, forming, excavation/embankment or dewatering that is necessary for reconstruction of stone retaining walls.

**SP-41.6          Method of Measurement**

Measurement for “Reconstruct Stone Historic Structure (Dry-Stack)” will be made per square foot for acceptable areas of disassembled and reconstructed stone retaining wall.

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Measurement will be made of the projected front face area of completed and accepted reconstructed wall only.

No separate measurement will be made for disassembly, any required surface preparation, shoring of in-place stones, sawcutting or stone chipping for removals, field measurement, photographic documentation, shop drawings, furnishing of new stone where required or cleaning.

**SP-41.7 Basis of Payment**

Payment for reconstructed stone retaining wall will be made under Item 2541.618 "Reconstruct Stone Historic Structure (Dry-Stack)" at the contract unit price per square foot and shall be considered compensation in full for all costs associated with reconstruction of stone retaining walls as shown in the Plans and as described in these special provisions. No separate measurement or payment will be made for stone wall disassembly, stone salvaging, stone cleaning, sawcutting/ splitting of stone for fitment, furnishing new stone where necessary and approved by the Engineer, field measurement, photographic documentation, or other incidentals as necessary to perform the completed work.

**SP-42 (2541) RECONSTRUCT STONE HISTORIC STRUCTURE (MORTARED)**

**SP-42.1 Reconstruct Stone Historic Structure**

This work consists of the reconstruction of mortared stone retaining wall at the Oneota Overlook at select locations as detailed in the plans and as directed by the Engineer, in accordance with the applicable provisions of MnDOT 2105, 2401, 2541 and the following:

**SP-42.2 Materials**

**A. Wall Stones**

Contractor shall salvage the stones from the existing structure for re-use in the reconstructed structure. In failed regions where the original stones are no longer present and in select regions where the in-place stones are fractured and not re-useable additional stones will be necessary to complete the work. Additional stones shall be supplied by the Contractor from other sources, as approved by the Engineer. Supplied stones used in the reconstruction shall be of similar size, shape, texture, graining, rock-type and color as the existing, regardless of the source. Additional stones will be subject to approval by the Engineer.

**B. Mortar**

See SP-45 for mortar requirements.

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**SP-42.3 Submittals**

**A. Stones**

Match and prepare new stone, where required, to the extent possible, the origin, color, graining and texture of the original stone. Samples of proposed stone material shall be submitted to the Engineer for approval prior to delivery. Stone sample shall exhibit characteristics of the finished product and shall match the in-place stones including grade, color, texture and finish.

The Engineer reserves the right to approve the material source/ supplier for the stone before this portion of the work is approved to proceed.

**B. Mortar**

Manufacturer/ source of Portland cement, lime and aggregate.

**C. Qualifications and Experience**

Stone supplier and installer shall have demonstrated successful prior experience with projects of similar size and character within the past 5 years. Past experience and project detail shall be submitted for review at the preconstruction conference.

**SP-42.4 Execution**

Notify Engineer at least 24 hours in advance of start of operations.

Prior to performing any retaining wall stone removal work the Contractor shall thoroughly document the in-place stone retaining wall within the limits to be removed and reinstalled. The region shall be thoroughly photographed with individual face stone sizes, arrangement and pattern dimensionally mapped/ drawn.

All photography shall be digital images and shall be taken with a minimum sensor resolution of 10 megapixels. The following shall be placed on a board or paper that is placed within each image such that it can be clearly read:

- Name of Project
- Date photograph was taken
- Reference to vantage point in relation to a key plan for the site/ structure

Area to be photographed and mapped shall extend a minimum of one stone beyond the plan work area limits so as to capture at minimum a perimeter of stones outside the work area. Mapping shall include an orthogonal 2' x 2' grid drawn to scale with stone perimeters and masonry joints accurately represented within the grid, to scale. Minimum drawing scale shall be 1" = 1'. The photographs and dimensional mapping shall be furnished to the Engineer for approval prior to any removal work proceeding. Mapping shall be further updated and additional photographs taken during performance of the work to reflect further information revealed during removals including but not

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limited to stone depths, buried mortar joint widths, other embedded items uncovered and other hidden conditions. One copy of photographs taken and mapping produced shall be available for viewing in the field office at all times. Active documenting, updating and furnishing of the updated mapping and photographs at the close of the work shall be a condition to final payment.

Take care to observe construction method of wall during dis-assembly and document accordingly to ensure reconstruction matches original construction including original stone placement, mortar bedding and mortar pointing characteristics. Do not perform any removal work until the limits of removal have been clearly marked in the field and reviewed and agreed to by the Engineer.

Perform stone removal work in a manner which will not damage, chip or crack stones.

Clean all removed stones and adjacent edges of stones which remain of all mortar, dirt and debris to ensure acceptable surfaces for reinstallation and stacking. Do not use high pressure water or other cleaning methods which impose damage or leave markings on the stone. If stone handling or cleaning techniques mar the stone in any manner the operations shall cease until corrections can be made to ensure the stone is not marked or damaged.

Stone masonry shall be reconstructed to the original lines, batter, slope and mortared joint widths as incorporated in the original construction. Portions of the original construction which are as of yet undisplaced/ affected by localized failure shall serve as the example for the level of precision and quality which must be undertaken and incorporated into the completed work. The requirement for this level of care and quality is absolute and will be a mandatory requirement for the work and for the work to progress.

To the greatest extent practical, stones shall be replaced in their original positions/ orientation. It is anticipated some stone cutting and splitting to butting stone surfaces (non-exposed edges) will be necessary to obtain the level of precision necessary to replicate the original fit, batter and orientation. (No sawcutting shall be visible within the completed work.) Variation in stone size and relative placement of stone size variation shall be replicated in the completed work. Additional stones shall be furnished where necessary to complete the work and approved by the Engineer.

See SP-45 for joint pointing requirements. [Note, however, that pointing work for reconstructed wall region is to be included incidental to payment for Item "Reconstruct Stone Historic Structure (Mortared)"]

Wedges (removable) shall be provided when and where necessary to prevent mortar crushing by weights of stones being set.

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**SP-42.5          Project Conditions**

Do not construct stone masonry which includes mortar unless air temperatures are between 40°F and 80°F and will remain so for at least 48 hours after completion of work. These requirements may be waived if work area is sheltered and heated in accordance with specifications.

Provide temporary shoring, forming, excavation/embankment or dewatering that is necessary for reconstruction of stone retaining walls.

Prevent mortar used in setting stones from staining the face of surrounding stone masonry or other surfaces. Remove immediately any mortar in contact with surrounding exposed stone masonry or other surfaces.

**SP-42.6          Method of Measurement**

Measurement for "Reconstruct Stone Historic Structure (Mortared)" will be made per square foot for acceptable areas of disassembled and reconstructed stone retaining wall. Measurement will be made of the single projected front face area of completed and accepted reconstructed wall only.

No separate measurement will be made for disassembly, any required surface preparation, shoring of in-place stones, sawcutting or stone chipping for removals, field measurement, photographic documentation, shop drawings, furnishing of new stone, joint pointing or cleaning.

**SP-42.7          Basis of Payment**

Payment for reconstructed stone retaining wall will be made under Item 2541.618 "Reconstruct Stone Historic Structure (Mortared)" at the contract unit price per square foot and shall be considered compensation in full for all costs associated with reconstruction of mortared stone retaining walls as shown in the Plans and as described in these special provisions. No separate measurement or payment will be made for stone wall disassembly, stone salvaging, stone cleaning, sawcutting/ splitting of stone for fitment, joint pointing, furnishing new stone where necessary and approved by the Engineer, field measurement, photographic documentation, or other incidentals as necessary to perform the completed work.

**SP-43 (2541) REPAIR CONCRETE CAP TYPE 1**

This work shall consist of the removal and reconstruction of select deteriorated regions of the concrete cap at the Oneota Overlook site in the detailed locations as shown in the Plan and as directed by the Engineer. It also includes the removal and replacement of the concrete cap at segments of stone masonry wall which are reconstructed. Work shall

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be performed in accordance with the applicable provisions of MnDOT 2411, 2461, 2541, 3301, the Plans and the following:

**SP-43.1 Concrete Testing**

- A. At onset of the project Contractor shall engage a qualified testing agency to perform testing of existing stone masonry wall cap concrete as outlined below.
1. Concrete shall be tested in accordance with ASTM C856, modified as agreed by testing service and Engineer for project requirements to determine constituents and proportional composition of original stone masonry wall cap concrete ingredients, sizes and color of aggregates, and approximate compressive strength. Test concrete from a minimum of two locations as designated by the Engineer.
  2. Submit test report for Engineer review prior to the start of any removal work.

**SP-43.2 Materials**

- A. Concrete for cap
1. Cement type, coarse and fine aggregate sizes and mixing ratio for concrete shall be determined in consultation with the Engineer following analysis and review of test report as referenced in Section SP-43.1.
  2. Required concrete compressive strength range shall be established by the Engineer following analysis and review of test report as referenced in Section SP-43.1.
  3. Concrete shall be air entrained.
  4. Aggregate shall conform to ASTM C144 standards.
  5. Concrete color shall match in place concrete cap color. (Engineer will designate location on structure to match, use of an integral color additive may be required).

**SP-43.3 Execution**

- A. Preparation
1. Notify Engineer at least 24 hours in advance of the start of operations.
- B. Removal
1. Sawcut and remove existing concrete to limits detailed in plan and as designated by Engineer.



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2. Do not spall edges of stone or in place concrete cap to remain or sawcut any portion of the in-place stones.
  3. Temporarily support/shore stones where necessary to maintain position and overall stonework stability during concrete removal and until new concrete cap is set.
  4. Contractor shall be responsible for all dust control requirements for work place safety and environmental protection.
- C. Anchorages and Reinforcement
1. Drill and place anchorages as detailed in the plan and as recommended by approved adhesive manufacturer.
  2. Place, chair and tie reinforcement within concrete cap as detailed in the plan.
- D. Concrete Placement
1. Rinse stone masonry wall surfaces with clean potable water to remove dust and loose particles.
  2. Place concrete for cap and finish to match existing adjoining cap texture and finish. Prevent concrete from staining the face of surrounding stone masonry or other surfaces. Remove immediately any concrete in contact with surrounding exposed stone masonry or other surfaces.
  3. Concrete cap shall be wet cured with no allowance for use of concrete curing compounds.

**SP-43.4      Quality Assurance**

A. Concrete Sample and Mockup

Concrete sample mockups for demonstration of concrete finished color, surface texture, and finishing profile shall be prepared in advance of concrete cap replacement work. The mockups shall be a minimum 4 sq. ft. in size. Quantity of mockups required will vary depending on the ability to acceptably meet these requirements including ability to achieve acceptable finished concrete color and finish. For purposes of approving cured color and finish the concrete shall cure a minimum of 14 days or longer if color has not stabilized. Companion samples for concrete hardness testing by Owner's representative shall also be cast at the same time as the mockups. The Contractors timing for the production of these tests shall allow for cure time and the likelihood several companion and possibly successive tests will be necessary to reach an acceptable product. Final approved sample mockup shall remain on site for duration of concrete cap repair work.

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**SP-43.5          Cleaning**

Remove concrete stains on stones within the work area as the work progresses. In the event that ordinary cleaning is not adequate, special methods as approved by the Engineer and which do not damage or discolor the in-place stone may be used to clean the surface.

**SP-43.6          Method of Measurement**

Measurement will be made by the square foot (upper surface projected horizontal area) of concrete cap approved for replacement and acceptably replaced. No separate measurement or payment will be made for preconstruction concrete testing, concrete sampling and mockups, removing concrete cap, sawcutting, reinforcing bars, temporary support/shoring of stones, cleaning, or for providing suitable access.

**SP-43.7          Basis of Payment**

Payment will be made under Item 2541.618 "Repair Concrete Cap Type 1" at the contract bid price per square foot and shall be payment in full for all work and materials necessary including but not limited to, preconstruction concrete testing, concrete sampling and mockups, sawcutting, concrete removal, concrete, reinforcement, concrete forming, placement and finishing, access scaffolding, cleaning, and temporary support/shoring of stones, walls, etc. as required to perform the complete concrete cap repair.

**SP-44 (2541) REPAIR CONCRETE CAP TYPE 2**

This work shall consist of removal and replacement of the concrete cap at the Section 3 Turnout site as shown in the plan and as directed by the Engineer, in accordance with the applicable provisions of MnDOT 2411, 2461, 3301 and the following:

**SP-44.1          Concrete Testing**

The same concrete mix as determined through the testing and mockup process detailed in SP-43 shall be utilized.

**SP-44.2          Materials**

A.      Concrete for cap

1. The same concrete mix as determined through the testing and mockup process detailed in SP-43 shall be utilized.

**SP-44.3          Execution**

A.      Preparation

1. Notify Engineer at least 24 hours in advance of the start of operations.

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**B. Removal**

1. Remove existing concrete to limits detailed in plan and as designated by Engineer.
2. Do not spall edges of stone or sawcut any portion of the in-place stones.
3. Temporarily support/shore stones where necessary to maintain position and overall stonework stability during concrete removal and until new concrete cap is set.
4. Contractor shall be responsible for all dust control requirements for work place safety and environmental protection.

**C. Concrete Placement**

1. Rinse stone masonry wall surfaces with clean potable water to remove dust and loose particles.
2. Place concrete for cap and finish to match existing adjoining cap texture and finish. Prevent concrete from staining the face of surrounding stone masonry or other surfaces. Remove immediately any concrete in contact with surrounding exposed stone masonry or other surfaces.
3. Concrete cap shall be wet cured with no allowance for use of concrete curing compounds.
4. Stage placement of cap concrete with wet setting of guard stones at Section 3 Turnout site.

**SP-44.4 Quality Assurance**

**A. Concrete Sample and Mockup**

See SP-43, the mockups created and selected for the Oneota Site will also serve as the mockups for the Section 3 Turnout site and the selected mockup shall also be available for viewing at the Section 3 Turnout site.

**SP-44.5 Cleaning**

Remove concrete stains on stones within the work area as the work progresses. In the event that ordinary cleaning is not adequate, special methods as approved by the Engineer and which do not damage or discolor the in-place stone may be used to clean the surface.

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**SP-44.6 Method of Measurement**

Measurement will be made by the square foot (upper surface projected horizontal area) of concrete cap approved for replacement and acceptably replaced. No separate measurement or payment will be made for preconstruction concrete testing, concrete sampling and mockups, removing concrete cap, temporary support/shoring of stones, cleaning, or for providing suitable access.

**SP-44.7 Basis of Payment**

Payment will be made under Item 2541.618 "Repair Concrete Cap Type 2" at the contract bid price per square foot and shall be payment in full for all work and materials necessary including but not limited to, preconstruction concrete testing, concrete sampling and mockups, concrete removal, concrete, concrete forming, placement and finishing, access scaffolding, cleaning, and temporary support/shoring of stones, walls, etc. as required to perform the complete concrete cap repair.

**SP-45 (2541) REPOINT HISTORIC STRUCTURE**

This work shall consist of raking out and repointing of mortar joints in the detailed locations for the stone masonry wall as shown in the plan and as directed by the Engineer.

Bidders shall be responsible to visit the site to inform themselves of the existing condition of the Oneota Overlook stone masonry retaining wall prior to bidding.

Variations exist in the size, width, and surface finish of the in-place mortar joints from location to location within the project. In addition, the size of the stones that make up the construction in the various locations is variable, making the quantity of tuckpointing required per square foot of surface highly variable from location to location.

**SP-45.1 Mortar Testing**

- A. At onset of the project Contractor shall engage a qualified testing agency to perform testing of existing tuckpoint mortar as outlined below.
  - 1. Mortar shall be tested in accordance with ASTM C1324, modified as agreed by testing service and Engineer for project requirements to determine constituents and proportional composition of original tuckpoint mortar ingredients, sizes and color of aggregates, and approximate compressive strength. Test mortar from a minimum of three locations as designated by the Engineer.
  - 2. Submit test report for Engineer review prior to the start of any removal work.

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**SP-45.2        Materials**

- A. Mortar for tuckpointing.
  - 1. Cement type and mixing ratio for mortar shall be determined in consultation with the Engineer following analysis and review of test report as referenced in Section SP-45.1.
  - 2. Required mortar compressive strength range shall be established by the Engineer following analysis and review of test report as referenced in Section SP-45.1.
  - 3. Mortar shall be air entrained (7-10%).
  - 4. Aggregate shall conform to ASTM C144 standards- (Grain size, color and mixing ratio to be determined through mortar testing as referenced in Section SP-45.1 and through mortar sample mock up work.)
  - 5. Hydrated lime, ASTM C207, Type S. (To be used as determined following existing mortar testing)
  - 6. Mortar color shall match in place mortar color. (Engineer will designate location on structure to match, use of an integral color additive may be required).
  - 7. Do not re-temper mortar.

**SP-45.3        Submittals**

- A. Certification and Testing.
  - 1. Submit documentation of qualifications required in this Section for Masons.
- B. Shop Drawings
  - 1. Manufacture/source of cement, lime and aggregate.

**SP-45.4        Execution**

- A. Preparation
  - 1. Notify Engineer at least 24 hours in advance of the start of operations.
- B. Removal
  - 1. Rake out (remove) mortar joints in the areas shown in the plan and as directed by the engineer.
  - 2. Rake out mortar to a minimum depth (measured from original plane of joint) of 2 ½ times the width of the joint or until sound unweathered mortar is encountered. In no case shall the removal depth be less than 2". Refer to Plans for maximum required joint depth preparation.
  - 3. Do not spall edges of stone, widen joints or sawcut any portion of the in-place stones.

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4. Temporarily support/shore stones where necessary to maintain position and overall stonework stability during mortar removal and until new mortar is set.
  5. Contractor shall be responsible for all dust control requirements for work place safety and environmental protection.
- C. Joint Pointing
1. Rinse stone masonry joint surfaces with clean potable water to remove dust and loose mortar particles.
  2. Surface of remaining mortar shall be damp but free of standing water.
  3. Place first layer of pointing mortar in areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not exceeding ½" until a uniform depth is achieved.
  4. When joints have been filled to a uniform depth place remaining pointing mortar in 3 layers with each of the first and second layers, filling approximately 2/5 of total joint depth. Final (third) layer to complete remaining 1/5 depth of joint. Fully compact each layer and allow to become thumbprint hard before applying next layer. Do not spread mortar on exposed face of stone. Avoid feathered edges of mortar.
  5. Finished joint profile and texture shall match the existing non-deteriorated original joints.
  6. Cure mortar by maintaining in moist condition for at least 72 hours.

**SP-45.5          Quality Assurance**

A.      Qualifications

Mason(s) performing the work shall be able to document at least 3 past successful projects of similar nature performed in past 5 years. Lead/ supervising stone mason with a minimum of 10 years' experience performing similar work shall be on site during performance of tuckpointing work. Qualifications and experience demonstrating satisfaction of these requirements shall be submitted at the preconstruction meeting.

B.      Mortar and Masonry Sample and Mockup

Mortar sample mockups for demonstration of mortar finished color, surface texture, joint profile and stone setting shall be prepared in advance of any repointing or stone repair work. The mockups shall be a minimum 6 sq. ft. in size. For purposes of demonstrating mortar finished color, surface texture and joint profile a minimum of 4 lineal feet of mortar joint of the size range in the existing structure for each mortar color mix shall be placed. Quantity of mockups required will vary depending on the ability to

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acceptably meet these requirements including ability to achieve acceptable finished mortar color and finish. Mockups shall include stone of similar color and texture to the existing wall stones. For purposes of approving cured color and finish the mortar shall cure a minimum of 14 days or longer if color has not stabilized. Companion samples for mortar hardness testing by Owner's representative shall also be cast at the same time as the mockups. The Contractors timing for the production of these tests shall allow for cure time and the likelihood several companion and possibly successive tests will be necessary to reach an acceptable product. Final approved sample mockup shall remain on site for duration of stone repair and repointing work.

**C. Repointing Mortar Removal and Repointing**

Prepare a sample area 20 ft<sup>2</sup> for demonstrating methods and workmanship expected in removal of mortar from joints. Prepare a second sample area of 20 ft<sup>2</sup> (following mortar and masonry sample approval as defined above) for demonstrating quality of materials and workmanship expected in repointing mortar joints. Approved samples may become part of the completed work.

**SP-45.6 Project Conditions**

- A. Do not repoint mortar joints unless air temperatures are between 40°F and 80°F and will remain so for at least 48 hours after completion of work. These requirements may be waived if work area is sheltered and heated in accordance with specifications.
- B. Prevent mortar used in repointing or repair of stone masonry from staining face of surrounding stone masonry or other surfaces. Remove immediately any mortar in contact with surrounding exposed stone masonry or other surfaces.

**SP-45.7 Cleaning**

Remove mortar stains on stones within the work area as the work progresses. In the event that ordinary cleaning is not adequate, special methods as approved by the Engineer and which do not damage or discolor the in-place stone may be used to clean the surface.

After mortar has cured for at least 14 days but less than 28 days, thoroughly clean exposed surfaces of stone masonry of excess mortar and foreign matter using a stiff nylon bristle brush and low-pressure water. Care shall be taken to ensure stones are not abraded or damaged in any manner by the cleaning process.

**SP-45.8 Method of Measurement**

Measurement will be made by the square foot of masonry surface the joints of which are repointed, approved, accepted and not stated to be included for payment with other items. No separate measurement or payment will be made for preconstruction mortar

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testing, mortar sampling and mockups, removing mortar, cleaning masonry wall, temporary support/shoring of stones, providing suitable access or for other incidentals.

**SP-45.9 Basis of Payment**

Payment will be made under Item 2541.618 "Repoint Historic Structure" at the contract bid price per square foot and shall be payment in full for all work and materials necessary including but not limited to, preconstruction mortar testing, mortar sampling and mockups, mortar removal, mortar, mortar replacement, access scaffolding, dewatering, masonry cleaning, site work and temporary support/shoring of stones, walls, etc. as required to perform repointing.

**SP-46 (2541) RESTORE HISTORIC WALL (RE-CHINK)**

**SP-46.1 Restore Historic Wall**

This work consists of furnishing and placing new chinking stones in the Section 3 Turnout stone masonry wall at regions of displaced and missing stones as detailed in the plans and directed by the Engineer in accordance with 2541 and the following.

**SP-46.2 Execution**

Stone masonry re-chinking stones shall be set to match the original "tight" dry stack fit as incorporated in the original construction. Portions of the original construction which are as of yet undisplaced/ affected by localized failure as well as similar dry stack stone retaining walls adjacent to the site shall serve as the example for the level of precision and quality which must be undertaken and incorporated into the completed work. The requirement for this level of care and quality is absolute and will be a mandatory requirement for the work and for the work to progress.

Where necessary, as determined by the Engineer, to stabilize the in-place stones at the re-chinking location Mortar fill shall be placed behind re-chinking stones to ensure stones are locked in place. Mortar fill shall be placed in a manner which ensures the mortar fill will not be visible after stone placement in order to maintain "dry-stacked" appearance. Prevent mortar used in setting stones from staining the face of surrounding stone masonry or other surfaces. Remove immediately any mortar in contact with surrounding exposed stone masonry or other surfaces. New chinking stones shall fill voids by contacting all surrounding stones. Some splitting/ sawcutting of the furnished stone will be necessary to ensure stone(s) tightly fill voids. No sawcutting shall be visible in the completed work.

**SP-46.3 Materials**

- A. Mortar
  - 1. Mortar shall be furnished as per SP-45.



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**B. Stones**

1. Match and prepare new stone, to the extent possible, the origin, color, graining and texture of the original stone. Samples of proposed stone material shall be submitted to the Engineer for approval prior to delivery of stones to be incorporated in the work. Stone samples shall exhibit characteristics of the finished product and shall match the in-place stones including grade, color, texture and finish. Stone sizes shall be compatible with the in-place stone sizes and shall be furnished as required to fill the designated voids/ displaced regions.
2. The Engineer reserves the right to approve the material source/ supplier for the stone before this portion of the work is approved to proceed.

**SP-46.4 Method of Measurement**

Measurement for "Restore Historic Wall (Re-chink)" will be made per square foot of masonry surface voids (single projected front face area) which are designated for re-chinking and which are acceptably re-chinked (re-chinked area only).

No separate measurement will be made for any required surface preparation, shoring of existing stones, field measurement, furnishing of new stone or cleaning.

**SP-46.5 Basis of Payment**

Payment will be made under Item 2541.618 "Restore Historic Wall (Re-chink)" at the contract bid price per square foot and shall be payment in full for all work and materials necessary including but not limited to, mortar, furnishing of stones, temporary support/shoring of stones, chiseling, splitting or sawcutting of furnished stone for fit, cleanup and all other incidentals as required to perform re-chinking.

**SP-47 (2573) EROSION CONTROL SUPERVISOR**

Section 2573.5H is deleted and replaced by the following:

**H Erosion Control Supervisor**

Providing the Erosion Control Supervisor for this Contract shall be considered incidental work for which no direct payment will be made.

**SP-48 ((3126) FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE**

NEW WRITEUP 02/07/17

MnDOT 3126 is hereby modified as follows:

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**SP-48.1**

MnDOT 3126.2 shall be deleted and replaced with the following:

**3126.2 REQUIREMENTS**

**A General**

Provide fine aggregate consisting of clean, sound, durable particles, uniform in quality and free from wood, bark, roots and other deleterious material.

The Engineer may consider the following as the basis for acceptance of fine aggregate for portland cement concrete:

- (1) Results of laboratory tests,
- (2) Behavior under natural exposure conditions,
- (3) Behavior of portland cement concrete with aggregate from the same or similar geological formations or deposits, and
- (4) Any other tests or criteria as deemed appropriate by the Engineer in conjunction with the Concrete Engineer.

Provide fine aggregate from natural sand. If producing fine and coarse aggregates simultaneously from natural gravel deposits during the same operation, the Contractor may provide fine aggregate containing particles of crushed rock with the approval of the Concrete Engineer.

**B Quality**

**B.1 Washing**

Wash the fine aggregate.

**B.2 Deleterious Material**

Provide fine aggregate containing a cumulative quantity of deleterious materials in accordance with Table 3126-1.

<b>Table 3126-1</b> <b>Deleterious Materials</b>	
<b>Quality Test</b>	<b>Maximum Percent by Weight</b>
Shale, Alkali, Mica, and Soft and Flaky Particles, Cumulative Total	2.5
Coal and Lignite, Cumulative Total	0.3

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**B.3 Organic Impurities**

Provide fine aggregate free of injurious quantities of organic impurities. The Concrete Engineer will reject aggregates that produce a color darker than the standard color when tested in accordance with AASHTO T 21, unless the mortar specimens pass the mortar strength requirements specified in 3126.2.B.4, "Structural Strength."

**B.4 Structural Strength**

The Engineer will test the structural strength of fine aggregate in mortar specimens in accordance with AASHTO T 71 and Table 3126-2. The Engineer will prepare control mortar specimens using Ottawa sand with a Fineness Modulus (FM) from 2.30 to 2.50 for comparison with the proposed fine aggregate.

<b>Table 3126-2</b>	
<b>Structural Strength in Fine Aggregate</b>	
<b>Mortar Specimens Containing:</b>	<b>Compressive Strength</b>
Type I/II Portland Cement	≥ 90% of control at 7 days
Type III Portland Cement	≥ 90% of control at 3 days

**C Gradation Requirements**

Produce fine aggregate in accordance with the gradation requirements in Table 3126-3.

<b>Table 3126-3</b>	
<b>Fine Aggregate Gradation Requirements</b>	
<b>Sieve Size</b>	<b>Percent Passing*</b>
¾ in	100
No. 4	95 – 100
No. 8	80 – 100
No. 16	55 – 85
No. 30	30 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 2.5
* Percent passing by weight through square opening sieves.	

**D Requirements for Uniformity of Grading**

The uniformity of grading is determined by the Fineness Modulus (FM) of the fine aggregate.

Both the Engineer and Contractor will determine the FM of fine aggregate in accordance with the MnDOT Concrete Manual. The established FM is available on the MnDOT Concrete Engineering website.

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Maintain the FM of the fine aggregate between 2.3 and 3.1. Do not allow the material to deviate from the FM by greater than 0.20. Contact the Engineer, in conjunction with the Concrete Engineer, for an adjustment if the FM approaches the tolerance limit.

**SP-49 (3131) INTERMEDIATE AGGREGATE FOR PORTLAND CEMENT CONCRETE**

NEW WRITEUP 02/07/17

MnDOT 3131 is deleted and replaced with the following:

**3131 INTERMEDIATE AGGREGATE FOR PORTLAND CEMENT CONCRETE**

**3131.1 SCOPE**

Provide intermediate aggregate for use in portland cement concrete.

The Concrete Engineer classifies intermediate aggregate as an aggregate fraction with a maximum size of ½ inch. The Contractor may combine intermediate aggregates with other aggregates to create a Job Mix Formula (JMF).

**3131.2 REQUIREMENTS**

**A General**

Provide intermediate aggregate consisting of clean, sound, durable particles, uniform in quality, and free from wood, bark, roots, and other deleterious material.

The Engineer, in conjunction with the Concrete Engineer, may consider the following as the basis for acceptance of intermediate aggregate for portland cement concrete:

- (1) Results of laboratory tests,
- (2) Behavior under natural exposure conditions,
- (3) Behavior of portland cement concrete with aggregate from the same or similar geological formations or deposits, and
- (4) Any other tests or criteria as deemed appropriate by the Engineer, in conjunction with the Concrete Engineer.

**B Classification**

Provide intermediate aggregate meeting the requirements of 3137.2.B.

Table 3131-1 designates the intermediate aggregate as one of the following:

- (1) Coarse Intermediate Aggregate (CIA)
- (2) Fine Intermediate Aggregate (FIA)

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- (3) Coarse Sand (CS)
- (4) Fine Sand (FS)

<b>Table 3131-1</b> <b>Intermediate Aggregate Designations for Concrete,</b> <b><i>percent by weight passing square opening sieves</i></b>				
Sieve Sizes	Intermediate Aggregate Designation			
	Coarse Intermediate Aggregate (CIA)	Fine Intermediate Aggregate (FIA)	Coarse Sand (CS)	Fine Sand (FS)
½ in	100	100	100	100
¾ in	-	-	100	100
<b>No.4</b>	0 – 90	91 – 100	0 – 90	91 – 100
<b>No.8</b>	0 – 50	0 – 50	51 – 90	51 – 100

**C Washing**

Wash the intermediate aggregate.

**D Quality**

If the CIA is from the same source as the ¾ in- fraction, the coarse aggregate quality is determined based upon the composite of the 3/4" in- and the CIA, otherwise quality requirements are based on each individual fraction.

**D.1 Intermediate Aggregate for General Use**

Provide CIA in accordance with 3137.2.D.1.

Provide FIA, CS and FS in accordance with 3126.

**D.2 Intermediate Aggregate for Bridge Superstructure**

Provide CIA in accordance with 3137.2.D.2.

Provide FIA, CS and FS in accordance with 3126.

**D.3 Intermediate Aggregate for Concrete Pavement**

Provide CIA in accordance with 3137.2.D.3, except as modified in Table 3131-2.

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<b>Table 3131-2</b>		
<b>Intermediate Aggregate for Concrete Pavement</b>		
<b>Quality Test</b>		<b>Maximum Percent by Weight</b>
<b>Coarse Intermediate Aggregate (CIA)</b>		
(b)	Carbonate in Class C aggregates by weight	
	If > 15% of total mixture	30.0
	If ≤ 15% of total mixture	40.0

Provide FIA, CS and FS in accordance with 3126.

**E      Gradation**

Perform all intermediate aggregate gradations in accordance with 3126.3.

**3131.3 SAMPLING AND TESTING**

**A      Preliminary Intermediate Aggregate Testing**

Sample and test intermediate aggregate fractions separately in accordance with Table 3137-5.

**B      Intermediate Aggregate Test Methods**

Sample and test CIA in accordance with Table 3137-6.

Sample and test FIA, FS and CS for general use concrete in accordance with Table 3126-5.

**SP-50 (3137) COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE**

REVISED 01/08/16

MnDOT 3137 is hereby modified as follows:

**SP-50.1**

The first paragraph of MnDOT 3137.2.D.2 shall be deleted and replaced with the following:

Provide coarse aggregate in accordance with 3137.2.D.1, "Coarse Aggregate for General Use," except as modified by Table 3137-2.

**SP-50.2**

Table 3137-2 (h) of MnDOT 3137.2.D.2 shall be deleted and replaced with the following:

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h)	Absorption for Class B aggregate for all concrete bridge decks and bridge barrier	≤ 1.10
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**SP-50.3**

Table 3137-4 of MnDOT 3137.2.E shall be deleted and replaced with the following:

<b>Table 3137-4</b> <b>Coarse Aggregate Designation for Concrete,</b> <b><i>percent by weight passing square opening sieves</i></b>						
	Coarse Aggregate Designation					
	1	2	3	4	7	8
Sieve Sizes	ASTM #467	ASTM #67*	ASTM #7*	ASTM #89	CA-70	CA-80
2 in [50 mm]	100	-	-	-	-	-
1½ in [37.5 mm]	95 – 100	-	-	-	-	-
1 in [25.0 mm]	-	100	-	-	-	-
¾ in [19.0 mm]	35 – 70	90 – 100	100	-	-	-
5/8 in [16.0 mm]	-	-	-	-	100	-
½ in [12.5 mm]	-	-	90 – 100	100	85 – 100	-
⅜ in [9.5 mm]	10 – 30	20 – 55	40 – 70	90 – 100	50 – 100	100
No.4 [4.75 mm]	0 – 5	0 – 10	0 – 15	20 – 55	0 – 25	55 – 95
No.8 [2.36 mm]	-	-	-	5 – 30	-	-
No.16 [1.18 mm]	-	-	-	0 – 10	-	-
No.50 [300 µm]	-	-	-	0 – 5	-	0-5
*ASTM #67 and ASTM #7 Gradations are MnDOT Modified.						

**SP-51 (3151) BITUMINOUS MATERIAL (MSCR)**

NEW WRITEUP 01/15/16

MnDOT 3151 is modified as follows:

**SP-51.1**

Replace MnDOT 3151.2.A with the following:

**A Asphalt Binder**

Only use Performance Graded (PG) Asphalt Binder meeting the requirements of AASHTO M 332, Table 3151-1A, and the Combined State Binder Group Method of Acceptance for Asphalt Binder, available on the Asphalt Products page of the Approved/Qualified Products List.

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<b>Table 3151-1A</b> <b>Multi Stress Creep Recovery (MSCR) Test Requirements</b>				
<b>Grade*</b>	<b>Binder Code for 2360 Mix Design</b>	<b>Jnr@3.2kPa, maximum</b>	<b>%R @ 3.2kPa, min.**</b>	<b>Jnr Difference, max***</b>
PG 58S-28	B	4.5	N/A	75 %
PG 58H-28	E	2.0	30 %	75 %
PG 58V-28	H	1.0	55 %	75 %
PG58E-28		0.5	75 %	N/A
PG58S-34		4.5	N/A	75 %
PG58H-34	C	2.0	30 %	75 %
PG58V-34	F	1.0	55 %	75 %
PG58E-34	I	0.5	75 %	N/A
PG49S-34	M	4.5	N/A	75 %
PG52S-34	A	4.5	N/A	75 %
PG64S-22	L	4.5	N/A	75 %
<p>* LTPP Bind temperature for Minnesota is 58°C for the high PG Binder Grade temperature. The bottom three grades are special use binders and are to be tested at the high temperature indicated by the grade (example: PG 49S-34 is tested @ 49C).</p> <p>** Use in place of Appendix X1 in AASHTO - M332.</p> <p>*** Jnr Difference is waived for “E” grade binders.</p>				

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

**SP-52 (3906) WATER FOR CONCRETE AND MORTAR**

NEW WRITEUP 02/07/17

MnDOT 3906.2 shall be deleted and replaced with the following:

**3906.2 REQUIREMENTS**

Provide water for mixing concrete meeting ASTM C 1602 and the following:

- (1) Not salty or brackish
- (2) Clean, and
- (3) Free of injurious quantities of deleterious substances such as oil, acid, alkali, and organic matter.

Provide water for use in curing concrete that does not contain impurities at concentrations that cause discoloration or surface etching.

**A Potable water**





## **STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS**

The attached form is for use when the Contractor plans on using and/or supplying ANY foreign iron or steel materials on a Federal Aid Project. The Contractor is directed to the Proposal to determine if this Stipulation is required for a specific project.

S.P. \_\_\_\_\_

### STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed one tenth of one percent of the total project cost, or \$2,500.00, whichever is greater. The Contractor **must** submit a stipulation for supplying **ANY** foreign iron or steel materials in accordance with the U.S. Code of Regulations 23CFR635.410 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

PAY ITEM NO.	DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT	ESTIMATED QUANTITIES	ESTIMATED INVOICE PRICE

Total Estimated Invoice Price = \_\_\_\_\_

Percent of Total Bid Price = \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

If Applicable: This form must be submitted to the Department by the Contractor before the bid opening, as indicated in the Special Provisions.

# SALT Schedule of Materials Control - Local Government Agency

This Schedule of Materials Control (SMC) outlines the minimum testing requirements for State Aid Funded and/or Federal Aid Projects off the National Highway and Trunk Highway System. Optional to this SMC is the MnDOT Materials Control Schedule. Usage of either schedule must be defined in the project proposal.

## 1603.2 SAMPLING AND TESTING - INSERT INTO SPECIAL PROVISIONS

The first paragraph is hereby deleted and replaced with the following:

**Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2016 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.**

The SMC - LGA serves as a guide for material testing with allowable acceptance "as directed by the Engineer" detailed in Specification 1501.1(1) - Authority of the Engineer. These testing rates are a minimum and additional tests may be taken at the Engineer's discretion. A minimal testing rate does not always ensure a quality product; field observations and attention to detail is crucial. Materials not listed on an approved products list may be sampled and tested as directed by the Engineer. Materials listed on a Qualified Products list may be accepted or tested at the discretion of the Engineer.

Federal Aid projects require Independent Assurance Inspection. Contact the MnDOT District IA Inspector when the job starts to provide the proper servicing of your project.

### Definitions

#### [SALT Construction Website](#)

MnDOT Office of State Aid for Local Transportation. The SMC - LGA is located at the construction page under "Information & Resources - Manuals".

#### [MnDOT Schedule of Materials Control](#)

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

#### [Approved Products List](#)

Products are "approved" when they have been found to routinely meet all applicable standards and specifications. The product is placed on the list based upon established successful manufacturer's quality control and warranties, but the listing may expire or require periodic renewal to verify the product has not changed over time. The approval process for the individual product should specify any expiration requirement.

#### [Qualified Products List](#)

Products are predicted to meet all applicable standards and specifications, but random sample testing is required to verify specific product lots meet specifications prior to usage. These products are generally considered to be "qualified" but not approved until tested for compliance. Successfully tested products lots are considered to be "approved". The approval process for the individual product should specify any further testing requirements for the product.

#### [Certified Sources](#)

Certified Sources must comply with each individual product's defined "certification procedure". Acceptance of products from certified sources follows the same sampling and testing as "qualified" products.

**Quality assurance (QA)** is a process-centered approach to ensuring that the best possible products or services are provided. Related to quality control, quality assurance focuses on enhancing and improving the process that is used to create the end result, rather than focusing on the result itself. Among the parts of the process that are considered in QA are planning, design, development, production and service.

**Quality control (QC)** is a process that is used to ensure a certain level of quality in a product or service. It includes actions deemed necessary to provide for the control and verification of certain characteristics of a product or service. It involves thoroughly examining and testing the quality of products or the results of services. The basic goal of quality control is to ensure that the products or services that are provided meet specific requirements and characteristics.

# Material Acceptance Summary

LOCAL NO. \_\_\_\_\_

SAP/SP NO. \_\_\_\_\_

Bid Item #	Item Description	Qualified Product List	Approved Product List	Certificate of Compliance	Accepted by Engineer*
2105.604	Geotextile Fabric Type VI-A				
2105.604	Soil Stabilized Geogrid				
2357.606	Bituminous Tack Coat				
2357.606	Bituminous Tack Coat Shoulder				
2511.515	Geotextile Filter Type IV				
2540.601	Mailbox Support				
2540.602	Mailbox Support - temporary				
2573.502	Silt Fence - MS				
2573.505	Floatation Silt Curtain, still water				
2573.505	Sediment Control Log - wood fiber				
2574.508	Fertilizer type 3 & 4				
2575.502	Seed Mixtures				
2575.523	Erosion Control Blankets CAT 3				
2575.562	Hydraulic Matrix Type Bonded Fiber				
2575.571	Rapid Stabilization Method 3				
2580.603	Interim Pavement Marking				
2582.502	Paint - Pavement Marking				

\* Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

signed: \_\_\_\_\_

Project Engineer

Date

## Material Acceptance Summary

**LOCAL NO.**

**SAP/SP NO.**

[illegible]

\* Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

signed:

Project Engineer

Date \_\_\_\_\_

## BITUMINOUS QUALITY MANAGEMENT

The Contractor shall provide and maintain a quality control program as detailed in Specification 2360.2.G.  
The Engineer shall review the quality control program for compliance.

	Type of Test	Spec Section *	Contractor - QC Testing Rates	Agency - Testing Rates
Start-Up Testing Rates for the 1st 2000 tons **	Bulk Specific Gravity	2360.2.G.7.b	1 test per 500 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day, all Verification samples are from a split (QC/QA) sample.
	Maximum Specific Gravity	2360.2.G.7.c		
	Air Voids (calculated)	2360.2.G.7.d		
	Asphalt Content	2360.2.G.7.a		
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e		
	Gradation	2360.2.G.7.f		
	Fines to Effective Asphalt Ratio calc'd	2360.2.G.7.a/f		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	1 test per 1000 tons	
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h		
	Added AC/Total AC Ratio (calc'd)	2360.2.G.7.a		
Production Testing Rates	Bulk Specific Gravity	2360.2.G.7.b	1 test per 1000 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day/ mix type, submit companion to the QC - CAA & FAA test results.
	Maximum Specific Gravity	2360.2.G.7.c		
	Air Voids (calculated)	2360.2.G.7.d		
	Asphalt Content	2360.2.G.7.a		
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e		
	Gradation (minimum of 1 per day)	2360.2.G.7.f		
	Added AC/Total AC Ratio (calculated)	2360.2.G.7.a		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	NOTE 1	
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	NOTE 2	
	TSR	2360.2.G.7.i	When directed by the Materials Engineer	
	Aggregate Specific Gravity	2360.2.G.7.j		
	Mixture Moisture Content	2360.2.G.7.k	As directed by the Engineer	
	<a href="#">Asphalt Binder Certified Supplier</a>	2360.2.G.7.l	NOTE 3 (1qt. Steel container for asphalt binder. 1/2 gal. plastic container with wide screw top for emulsion)	
	<a href="#">Asphalt Emulsion Certified Supplier</a>	2357		
		Compaction / Density Requirements	2360.3.D	Review special provisions
	Small Quantity Requirements	See 2360.2G.5 & 2360.3G		

Testing rates are minimums, additional testing is encouraged to ensure a quality product.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

\* Review Special Provisions & 2360.2.G Mixture Quality Management.

\*\* The testing rates apply only to mixtures that have not been tested on previous projects.

Mixtures from previous years should use the start-up testing rates.

NOTE 1: **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1 per day if CAA is met. If CAA > 8% of requirement, 1 sample per day but test 1 per week. No testing required for Class A and or B Aggregates.

NOTE 2: **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1 per day if FAA is met. If FAA > 5% of requirement, 1 sample per day but test 1 per week.

NOTE 3: Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

**BITUMINOUS SPECIALTY ITEMS**

Type of Test	Spec	Contractor - QC Testing Rates	Agency - Testing Rates
<b>Gradation</b>	2363	1 per 1,000 Ton with a minimum 1 per day.	1 per day. 35 lbs.
PASSRC & PASB	3139.3		
Micro-Surfacing	2354 3139.5	Stockpile: 1/1,500 Tons (min 1/day) Machine Hopper: 1/500 Ton (min 1/day)	Stockpile & Machine Hopper: 1/day 30 lbs.
Seal Coat & Otto Seal	2356 3137.2 B	Stockpile: 1/1,500 Tons (min 1/day) Chip Spreader Hopper: 1/day	1/day from Hopper. 30 lbs.
<b>% Crushing - CAA</b>	2363	1 per 1,000 Ton with a minimum 1 per day.	1 per day from gradation test. 35 lbs.
PASSRC & PASB	3139.3		
<b>Moisture / Aggregate</b>	2354	Machine Hopper: 1/500 Tons (min 3/day)	1/day 2lbs
Micro-Surfacing	3139.5		
<b>Sand Equivalence</b>	2354	Stockpile or Machine Hopper: 1/500 Tons (min 1/day)	1/day, test at Engineer discretion, 25 lbs.
Micro-Surfacing			
<b>Flakiness Index</b>	2356	Sample taken from first load on first day, submit to Agency: 30 lbs.	Agency will test at their discretion, see Lab Manual 1223
Bituminous Seal Coat			
<b>Bituminous Mixture</b>	2356	1/300 Tons, min 1/day. %AC, Gradation, Max SpG, Adj.AFT	1/day, 20 lbs. 1 cylinder from truck box.
UTBWC	3151.2G		
PASSRC & PASB	3151 2350	Asphalt spot check: min 1/day	-
Stone Matrix Asphalt - SMA  Lab Manual 1203, 1204, 1205, 1211, 1214, 1806, 1807, 1808, 1813, 1853, 1854, 1855, AI SP-2 AASHTO T305	2365	<b>Tests</b> , %AC, gradation, Gmm, Gmb, Voids, VMA, CAA, Draindown, VCA, fines/effective asphalt. Rate, (1/1000 tons, min. 1/day) Agg SpG, mix moisture, TSR to be tested as directed by Engineer.  Submit companion 1 per day to agency: 3 full 6" by 12" cylinders	Tests: %AC, Gradation, Gmm, Gmb, Voids, VMA, CAA, VCA, fines/effective asphalt. Agency is not required to do draindown. Copy MDR to Project Engineer and Grading & Base Engineer.
<b>Asphalt Binder Tests</b>		<a href="#"><u>Asphalt Emulsion List</u></a>	<a href="#"><u>Asphalt Binder List</u></a>
UTBWC	2353 3151	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer :  <b>Asphalt Binder:</b> First load, then 1/250,000 gallons. Sample size of 1 quart metal container. <b>Emulsified Asphalt:</b> First load, then 1/50,000 gallons. Sample size of 1/2 gallon wide screw top plastic container.	
Micro-Surfacing	2354		
Seal Coat & Otto Seal	2356		
Tack Coat	2357		
PASSRC & PASB	3151		
<b>Asphalt Binder Rate</b>	2354	Verify Application Rate 3/day	Verify Application Rate 1/day
Micro-Surfacing			
Fog Seal	2355	Verify Application Rate 1/day	Verify Application Rate 1/day
Seal Coat & Otto Seal	2356		
Bit Tack Coat	2357		

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.



**Cold Inplace Recycling (CIR) & Stabilized Full Depth Reclamation (SFDR)**

Specification 2215

<b>Test Type</b>	<b>Producer Testing Rates</b>	<b>Engineer Testing Rates</b>	<a href="#"><u>Grading &amp; Base Manual/Form</u></a>
Gradation SFDR (Simple) Pre-ground un-stabilized material	1 per mile - report sieves 2" & 3"	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2" & 3"
Gradation (Entire) (Material to be stabilized)	One per day, give split sample to the Engineer	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2", 1.5", 1.25", 1", 3/4", 3/8", #4, #10, #30.
Gradation (Simple) (Material to be stabilized)	1 per mile for SFDR & CIR w/o top size screening. 4 / mile for CIR with top size screens.	Run gradation at the discretion of the Engineer	.215 & .293 / 101 report sieve 2" & 1.5" for SFDR, 1.5" and 1.25" for CIR
Depth Check - Unstabilized and Stabilized	1 per 1,000' /machine width for each vertical machine face for initial pulverization and stabilization.	1 per day	.284 / 401
SFDR: Moisture during compaction of unstabilized portion	1/6,000 sq. yd.	none	.245 Speedy tester not allowed.
Penetration Index (DCP) - SFDR only Unstabilized.	1 per 1/2 mile lane mile	1 per lane mile	.255 / 205
Calibrate: mineral stabilizing agent application rate.	Once using design rate per vane feeder.	Observe contractor calibration	.286 or .287
Moisture: before injecting liquid bituminous material	1 per 5,000 feet of lane of daily anticipated SFDR & one after the addition of water by the Contractor or mechanical drying out (disking, etc).	none	.281 / 105
Yield: Mineral Stabilizing Agent and/or Liquid Bituminous Material	1 per transport load each type	1 per day each type	.286 & .287 / 402 & 403
Compaction: Nuclear density for SFDR stabilized and CIR	1 per 500 feet of lane width, <b>(see note below)</b> .	Observe the Contractor.	0.282
Control Strip: SFDR Stabilized and CIR	Minimum of once per project	Observe the Contractor.	
Bituminous Material Samples	none	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer.	1 quart each sample
Mineral Stabilizing Agent Samples	none	1 sample	none
Foaming asphalt checks expansion ratio & half life	1 per load	Observe the Contractor once per day.	0.285
Moisture (stabilized) - before placement of next layer during curing.	none	3 daily after compaction.	Grading & Base Manual

Note: The Engineer may require a Contractor to perform additional nuclear density tests in areas that the Engineer believes are failing density requirements.

**GRADING AND BASE CONSTRUCTION ITEMS 1 of 3**

		Material Type	Spec.*	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Gradation Testing ( See Notes 2 & 3 )		Aggregate Surfacing	2118 2211.5	Total quantity less than 4000 tons (2200 cy-cv) = 1 gradation/1,000 tons (550 cy.cv) or less, determine compliance to individual results (table 2211-5). Total quantity greater than 4,000 tons (2200 cy-cv), divide the total quantity by 10,000, roundup to the next whole number to determine the number of lots. Each lot is divide into 4 equal sublots, randomly sample each subplot. Determine individual results and subplot averages for compliance (Table 2211-4 & 2211-5)	1 / 1,000 tons stockpile gradation only required for materials on hand. Spec 1906.2	1/source 30 lb.
		Aggregate Base	2211 2211.5			
		Shoulder Base Aggregate	2221 2211.5			
		Drainable Aggregate Base (OGAB & DSB)	2212 3136			
		Granular and Select Granular Material (borrow/embankment)	3149.2B	1/40,000 Cubic Yards - Compacted Volume - CV	1/10,000 CY - req'd for mat'l on hand, Spec 1906.2	1/source 30 lb.
		Stabilizing Aggregate	3149.2C			
		Reclamation FDR & SFDR	3135.2B 2215.2C	1/day	1/6,000 yd2 & depth check See Note 4	None
		Granular Filter	3601.2B	1/ source	1/source - before delivery on the project.	1/source 30 lb.
		Backfill Materials	3149.2D			
		Granular Bedding	3149.2F			
		Aggregate Bedding	3149.2G			
		Coarse Filter Agg.	3149.2H			
		Filter Aggregate	3149.2J			
		Sand Cover	3149.2K			
Proctor Sand Cone * Specified Density		Non-Granular Material per 2105.3F	2105 2106 3149	1 per major soil, subgrade preparation specified density requires 100% of proctor density.	None	1 sample 25 lb.
		Non-Granular Material per 2105.3F		<b>AGENCY TESTING: Roadway Embankment:</b> One test per 4,000 yd3 (CV) <u>or</u> if test rolled, One test per 8,000 yd3 (CV), <b>Transverse culverts &amp; Abutments:</b> 1 test per every 2 feet of fill per 250' of trench length. <b>Structures Trenches:</b> One test/500 feet of each structure length at various depths. <b>Subgrade Preparation:</b> One per 25 road stations.		
Penetration Index Method (DCP) *		Aggregate Base	3138 2211.3C	1 DCP tests per 500 yd <sup>3</sup> (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd3 (CV) or 1,800 Tons.	None	None
		Shoulder Base Aggregate				
		Reclamation FDR & SFDR	3135.2B 2215.2C	1 DCP test per 3,000 yd <sup>2</sup>		
		Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2B	<b>AGENCY TESTING: Roadway Embankment:</b> One test per 2,000 yd3 (CV) <u>or</u> if test rolled, One test per 4,000 yd3 (CV), <b>Transverse culverts &amp; Abutments:</b> 1 test per every 5 feet of fill per 250' of trench length. <b>Structures Trenches:</b> One test/500 feet of each structure length at various depths. <b>Subgrade Preparation:</b> One per 25 road stations.		

[The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.](#)

**GRADING AND BASE CONSTRUCTION ITEMS 2 of 3**

	Material Type	Spec.*	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Moisture Content Test During All Compaction Methods	*Aggregate Base, Shoulder & Surfacing	3138	1 per project unless directed by the Engineer, obtain split companion sample for the Contractor. * May replace tests with time stamped photos showing water being applied for granular materials only.	1 / 1,000 yd3	None
	Drainable Aggregate Base (OGAB & DSB)			1/6000 yd <sup>2</sup>	
	Reclamation FDR & SFDR	3135.2B 2215.2C		1/10,000 yd3	
	All Embankment Materials	3149 2105		1 per 25 road stations	
	Subgrade Preparation				
Percent Crushing	Particle Count ( note 1 )	1/ source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B Drainable Bases).		1 required for mat'l on hand, Spec 1906.2	1/source 30lb
Quality	Aggregate Quality Tests	3138 3149 3601	1/ source unless directed by Engineer	2 required for mat'l on hand, Spec 1906.2	1/source 30lb
Depth Check	Reclamation FDR & SFDR	3135.2B 2215.2C	1 per day unless directed by Engineer	1/1,000 feet of machine width.	
Test Rolling	Test Rolling (as directed in the special provisions)	2111	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G & B Manual 5-692.270.		

**Laboratory Samples are companion split samples to the QA sample:**

1. Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.
2. Include the laboratory companion with the first field sample.
3. Include the field sample results with the laboratory sample.
4. Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
5. Carbonate aggregate materials require 50 lb. samples for the laboratory testing.

NOTE 1: Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.

NOTE 2: Submit a laboratory companion to the first Acceptance Gradation sample for a bituminous extraction, see 3138.2C. Full Depth Reclamation samples are not required.

NOTE 3: The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

NOTE 4: Provide gradation test results to the Engineer within the first 500 feet of production and within 500 feet after a failing gradation.

\* Review the Special Provisions. For granular materials, aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the Special Provisions. Other compaction methods include the "Specified Density Method" (sand cone), "Quality Compaction Method" or "Light Weight Deflectometer Method. See 2211.3.D.2 Compaction. The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

Conversions: 1 ton = 0.55 yd<sup>3</sup> (CV), 1 ton = 0.7 yd<sup>3</sup> (LV), 1 yd<sup>3</sup> (CV) = 1.8 tons.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Samples are not required for less than 500 tons (275 yd<sup>3</sup>).

**GRADING AND BASE CONSTRUCTION ITEMS 3 of 3****Guidelines for Required Crushing & Aggregate Quality Tests**

	<b>3149</b> Granular Materials	<b>3138</b> Aggregate for Surface and Base	<b>3136</b> Drainable Bases
Crushing	<b>Yes</b> , for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate.  Test waived if material contains recycled at twice the minimum crushing requirement.  Not required for quarried sources.	<b>Yes</b> , for Class 5, 5Q & 6. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources. Class 2 must contain 100% crushed quarry rock.	<b>Yes.</b> Not required for quarried sources.
Bitumen Content	<b>Yes</b> , if it contains Bitumen	<b>Yes</b> , if it contains Bitumen	Not applicable
LAR	Not applicable	<b>Yes</b> , if source is carbonate quarry and does not contain bitumen.	<b>Yes</b>
Insoluble Residue	<b>Yes</b> , if source is carbonate quarry and does not contain bitumen.	<b>Yes</b> , if source is carbonate quarry and does not contain bitumen.	<b>Yes</b> , if source is carbonate quarry.
Litho Exam & Shale Float Test	<b>Yes</b> , for Medium Filter Aggregate	<b>Yes</b> , for Class 3, 4, 5, 5Q & 6, when not from quarried rock, and does not contain bitumen.	<b>Yes</b> , when not from a quarried source.

[Click here for testing procedures in the Grading & Base Manual.](#)

[Forms and worksheets at the Grading & Base Website.](#)

[Gradation worksheets at the SALT Construction Website](#)

# SALT Schedule of Materials Control - Local Government Agency

## CERTIFIED READY-MIX CONCRETE, 1 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Material Spec.		Test Type (Concrete Manual)	Producer QC Testing Rates	Engineer Testing Rates ( 1 ) Verification-companion to QC	Form			
bridge 2406.2 2411.2 2461.2 2461.3 general 2301** 2452.2 2461.2 2461.3 2506.2 2511.2 2514.2 2520.2 2521.2 2531.2 2533.2 2545.2 2554.2 2557.2 2564.2 2565.2	Concrete Plant Production Testing Rates *	Gradation (5-694.145) (5-694.148)	Coarse & Fine: When over 20 yd3 per week, 1 per week or 1 per 400 yd3, whichever is greater. <u>Bridge Deck Concrete</u> must have passing gradations prior to mixing.	Coarse & Fine: 1 per week* per ready-mix plant	21763 Concrete Agg. Work sheet 2449 Weekly Concrete Agg. Report 24143 Weekly Certified R-M Plant Report			
		Moisture Content (5-694.142)	1 every 4 hours	None				
		Aggregate Quality (5-694.146)	Engineer Testing Rates: Minimum of 1 per project per each fraction - use of MnDOT test results for the same 30 day time period is acceptable. <u>For bridge concrete:</u> 1 test each fraction per month. <u>For all bridge deck concrete poured during the month:</u> Test monthly quality to 3137.2D2 for each coarse aggregate fraction. Designate 3137.2D2 on the sample card. Gradation results will be included with the monthly quality tests.					
		Coarse Aggregate (% Passing 200) (5-694.146)						
		Minimum Aggregate Sample Size *companion required, double sample size						
		Aggregate Size	Gradation*	Quality*		Moisture	% -200 C.Agg	
		3/4" Plus, #4	25 lb.	50 lb.		2000 g	10 lb.	
		3/4" Minus, #67	25 lb.	30 lb.		2000 g	6 lb.	
		#7, CA-70	6 lb.	30 lb.		2000 g	6 lb.	
		CA-80, #89	1.1 lb. (500 g)	30 lb.		500 g	-	
		Fine Aggregate	1.1 lb. (500 g)	30 lb.		500 g	-	
		Concrete Field Testing Rates	Sampling Locations for Air, Slump, Temperature and Cylinder Testing (1) First load each day per mix - Take sample after discharging approximately 1/4 yd3, stop further discharge until both slump and air content test are completed. The first load of concrete must have <u>passing</u> air content and slump <u>prior to placement</u> . Cast strength specimens from the same load as the air content and slump test. Test whenever adjustments are made to the mix. (2) Subsequent tests - Sample from the middle portion of the load.				2448 Weekly Concrete Report	
			Test Type	Engineer Testing Rates ( 1 )				
			Air Content - Type 3 Concrete (5-694.541)	1 test per 200 yd3. <u>For Bridge Concrete:</u> 1 test per 100 yd3. Test first load each day per mix. Test when adjustments are made to the mix.				
Slump (5-694.531)	1 test per 200 yd3. For Bridge Concrete: 1 test per 100 yd3. Test first load each day per mix, or as necessary to verify passing slump. Not required for slip form placement.							
Air and Concrete Temperature (5-694.550)	Record temperature each time air content, slump or compressive strength specimen is performed/fabricated.							

( 1 ) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

\*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

# SALT Schedule of Materials Control - Local Government Agency

## CERTIFIED READY-MIX CONCRETE, 2 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Spec.		Test Type	Engineer Testing Rates ( 1 )	Form
See page 1 of 2	Concrete Field Testing Rates	Compressive Strength (5-694.511) Standard cylinder size is 4 x 8, use 6 x 12 with aggregate greater than 1 1/4". Review 2461.3G.5 Test Methods and Specimens.	General Concrete Grades F, G, M, P, and R: 1 set of 3 cylinders per 300 yd3.	2409 Concrete Cylinder
			Bridge Concrete Grades B, S, and Y: 1 set of 3 cylinders per 100 yd3, then 1 set of 3 cylinders per 300 yd3	
			Agency will break 1 set of 3 cylinders at 28 days. Agency will cast up to 3 control cylinders, any additional control cylinders are the responsibility of the Contractor.	
			Cellular Concrete: 1 set of 4 cylinders (28 days) per day, fill in 2 equal lifts, <u>do not rod</u> , lightly tap the sides, cover and move to area with no vibration. Do not disturb for 24 hours.	
		Concrete Pavement Thickness **	Observation of probing or coring at the Engineer's discretion.	24327
		Flexural Strength	Producer: 1 beam (28 day) per day per mix. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.	2162 Concrete Test Beam Data
		Concrete Pavement Texture	Producer: 1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. The Contractor supplies all materials necessary to perform the required testing.	MIT SCAN T2 Report

( 1 ) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

\*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

\*\*Concrete Pavement: Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

The testing rates shown in the SMC - LGA are minimums. Take as many tests as necessary to ensure quality concrete. It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete. If any field test fails, reject the concrete or if the Producer makes adjustments to the load to meet requirements, record the adjustments on the Certificate of Compliance and Weekly Concrete Report. Retest the load and record the adjusted test results. Make sure the next load is tested, before it gets into the work. If batching adjustments are made at the plant, test the adjusted load, before it gets into the work. Continue to test the concrete when test results are inconsistent or marginal. Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, use either the MN/DOT Standard Specifications for Construction or the Schedule of Price Reductions for Concrete to address penalties. It is recommended that the Agency representative continually monitor the progress of all concrete pours. (It is not a recommended practice to only perform minimum testing requirements and leave the project.)

## Concrete Plant and Field Materials

All materials must come from certified or qualified sources. All certified source must state so on the delivery invoices. The most current list of certified/approved sources can be found at MnDOT Material Website. Materials listed on the Approved Products List do not have to be sampled and need to be listed on the Material Acceptance Summary detailed in the SALT SMC. Samples can be submitted as directed by the Engineer.

Concrete Plant Batching Materials	Material	Spec. No.	Minimum Required Field Sampling Rate	Form No.
	Portland Cement	3101	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. For certified ready-mix and concrete paving sample rates: 1 sample when the plant is certified. Take additional samples at 6 months if producing Agency concrete, if the plant changes sources or as the contract requires. The producer obtains a 5 lb. sample and stores the sample in a sealed container provided by the Agency and includes the suppliers delivery invoice from which the sample is obtained.	24300 ID Card Cement Samples
	Slag	3102		
	Blended Cement	3103		
	Fly Ash	3115		24308 Fly Ash
	Admixtures (Accelerationg, Retarding, Water-Reducing, Air-Entraining, etc.)	3113	For all concrete: 1 sample in a 1/2 pint plastic container provided by the Agency when the plant is certified. Take additional samples at 3 months if producing Agency concrete, if the plant changes sources or as the contract requires.	2410 Sample ID Card
	Water	3906	1 sample in a 1 gallon clean glass or plastic container from a questionable source.	
Concrete Field Materials	Preformed Joint Filler	3702	Visual Inspection, sample size 2 sq.ft.	2410 Sample ID Card
	Preformed Elastomeric Type	3721	1 per lot. Only materials from a qualified sources. <a href="#">Link to Approved Products List.</a>	
	Silicone Joint Sealer	3722		
	Hot Poured Elastomeric Type	3723 3725		
	Burlap	3751	Visual Inspection	
	Paper	3752	Visual Inspection - Must be white opaque.	
	Membrane Curing Compound	3754 3754AMS 3755	Visual Inspection - Use only pre-approved curing compounds.	
	Plastic	3756	Visual Inspection - Must be white opaque and free from holes.	
	Refer to the "Metals"schedule for sampling requirements for concrete reinforcement.			

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.



**2301 CONCRETE PAVEMENT - AGENCY 1 of 2 \***

Test Type (concrete manual)	Spec.	Concrete Paving Batch Plant Agency Testing	Certified Ready-Mix Plant Agency Testing	<a href="#">Form</a>
Gradation (1) (5-694.145) (5-694.148)	3126 3137	Test the first 4 QA samples of production each time the Contractor mobilizes the plant in a calendar year or changes aggregate sources.		21764 Agg Work sheet
		1 per day randomly thereafter.	1 per 1000 yd <sup>3</sup> or 1 per week whichever is higher, randomly.	
Aggregate Moisture - QC Verification (2) (5-694.142)	3126 3137	If w/c incentives apply: 1 per 1000 yd <sup>3</sup> or every 4 hours, whichever is greater. Take initial sample within the first 250 yd <sup>3</sup> .	If w/c incentives apply: 1 per 200 yd <sup>3</sup> or every 4 hours, whichever is greater. Take initial sample within the first 100 yd <sup>3</sup> .	Concrete W/C Ratio Work sheet
Water Content, Microwave Oven Verification (3) (5-694.532)	<a href="#">Concrete Manual</a>	Take initial sample within the first 250 yd <sup>3</sup> . At least one additional verification test should be taken if more than 1000 yd <sup>3</sup> is produced in a day.	Take initial sample within the first 100 yd <sup>3</sup> . At least one additional verification test should be taken if more than 400 yd <sup>3</sup> is produced in a day.	
Coarse Aggregate, -200 sieve (5-694.146)	3137	1 randomly selected sample on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per week randomly thereafter. -200 test may be performed at the lab instead at the plant at the discretion of the Engineer.		21764 Agg Work sheet
Coarse and Fine Aggregate Quality (4)	3126 3137	During concrete production: 1 randomly selected test each fraction every 20,000 yd <sup>3</sup> of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the producer/contractor. 2) Test the -200 on the coarse aggregate at the plant the day it was sampled. 3) Submit the remaining sample to the lab for quality testing including testing the -200 sieve on the coarse aggregate.		2410 Sample ID Card
Alkali Silica Reactivity (ASR) Testing	2301	1 per paving project per sand source. Provide one 5 lb. sample of: cement, supplementary cementitious material (fly ash or slag), and sand. Write "Project Specific ASR Testing" on all 3 sample cards. <b>ASR Testing is not required if the entire project is less than 3,500 cubic yards.</b>		2410 24300 24308
Coarse Aggregate Quality Testing of Incentive / Disincentive	3137	<b>If coarse aggregate quality incentives apply:</b> Test the Class B aggregates for % absorption and Class C aggregates for % carbonate including any other test necessary to make those determinations. Sample the 2 largest fractions in accordance with the following table and 2301:		Coarse Agg Quality Incent / Disincent Work sheet
		Coarse Aggregate Quality Incentive/Disincentive Sampling Rates		
		Plan Concrete Cubic Yards	Samples per fraction	
		3,500 - 7,500	3	
		7,501 - 10,000	5	
		10,001 - 25,000	10	
		25,001 - 50,000	15	
		50,001 +	20	

\*Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly. Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.



**2301 CONCRETE PAVEMENT - AGENCY 2 of 2**

Test Type	Spec.	Concrete Field Testing - Agency	Form
Air Content before consolidation for Type 3 concrete	<a href="#">Review Concrete Manual Website</a>	I correlation air test per day	2448 Weekly Concrete Report
Air Content after consolidation for Type 3 concrete		1 air test per day	
Slump		<b>For fixed form placement:</b> 1 slump test per day. <b>For slip form placement:</b> No slump testing required.	
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	
Flexural Strength		Supply beam boxes, cure, and test beams. MnDOT standard beam box size is 6" x 6" x 20" unless other sizes or types are approved by the Concrete Engineer.	2162 Test Beam Data
Concrete Pavement Texture		Determine texture testing locations using random numbers.	Probing, Coring, Texture and MIT-Scan T2 Report
Thickness		Determine probing and coring locations using random numbers. Initial pavement at core locations and re-initial the sides of specimens after coring to clearly verify their authenticity.	
Surface Smoothness		None	Concrete Profile Summary Work Sheet

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**NOTE (1):** All gradation samples shall be taken in the presence of the Agency, unless otherwise authorized by the Engineer. All samples shall be taken off the belt leading to the weigh hopper unless otherwise approved by the Engineer. All gradations and quality tests require companion samples. If Coarse Aggregate Quality Incentive / Disincentives apply: The Agency may also use the QA samples for incentive / disincentive testing. Notify the producer to double the QC/QA sample size. **If well-graded aggregate incentives apply:** Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing. Use the Well-graded Concrete Agg Worksheet.

**NOTE (2): If w/c incentives apply:** Use aggregate moisture results for determining the water content to calculate the w/c incentive / disincentive. Use the Concrete W/C Ratio Calculation Worksheet and do not leave sample unattended.

**NOTE(3): If w/c incentives apply:** Microwave oven verification testing to verify the w/c ratio is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

**NOTE (4):** Prior to concrete production: Obtain pre-production samples for quality testing at least 16 hours prior to concrete production. Samples may be taken from the stockpile and -200 test may be performed at the lab instead at the plant at the discretion of the Engineer. If the entire project is <3,500 yd<sup>3</sup>, pre-production sampling is not required.

Minimum Aggregate Sample Size *companion required, double sample size				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

**CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 1 of 2\***

Test Type (concrete manual)	Spec.	Concrete Paving Batch Plant Production Testing	Certified Ready-Mix Plant Production Testing	
Gradation (1) (5-694.145) (5-694.148)	3126 3137	When over 250 yd <sup>3</sup> produced per day: 1 per 1500 yd <sup>3</sup> , or completed 1 per 1/2 day, whichever is the higher sampling rate.	When over 20 yd <sup>3</sup> produced per day: 1 per 400 yd <sup>3</sup> , or completed every 4 hours, whichever is the higher sampling rate.	
Coarse Aggregate -200 sieve (5-694.146)	3137	Test the first sample then at least 1 of the next 3 samples on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per day randomly thereafter. Test these samples at the plant.		
Aggregate Moisture QC Verification (2) (5-694.142)	3126 3137	If w/c incentives do not apply: 1 per 1000 yd <sup>3</sup> , or 1 completed every 4 hours, whichever is the higher sampling rate.	If w/c incentives do not apply: 1 completed every 4 hours.	
Water Content, Microwave Oven Verification	<a href="#">Review Concrete Manual</a>	If w/c incentives apply: Obtain the plastic concrete sample at the plant. See Concrete Manual (5-694.532)		
Unit Weight QC		Test one load of concrete per day at the plant. See Concrete Manual (5-694.542)		
Air Content QC (5-694.541)		Test the first load of concrete at the plant		
Coarse and Fine Aggregate Quality	3126 3137	Prior to concrete production: Test the Agency's pre-production sample at the Contractor's discretion. During concrete production: Test the -200 on the quality companion sample the day it was sampled. All other testing is at the Contractor's discretion.		
Coarse Aggregate Quality Testing for Incentive / Disincentive	3137	Test at the Contractor's discretion.		
Minimum Aggregate Sample Size *companion required, double sample size				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

\* Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

**NOTE (1):** Performing testing on representative material at the end of the most recent day of production is allowed. If well-graded aggregate incentives apply: Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing.

**NOTE (2):** Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 2 of 2**

Test Type	Spec.	Concrete Field Testing - Contractor
Air Content before consolidation for Type 3 concrete	<a href="#">Review Concrete Manual Website</a>	1 per 300 yd <sup>3</sup> or 1 per hour, whichever is less. Test first load each day per mix.
Air Content after consolidation for Type 3 concrete		Test 1 air content per 1/2 day per mix of slip form paving to establish an air loss correction factor (ACF). See Special Provisions for additional information.
Slump		<b>For fixed form placement:</b> 1 per 300 yd <sup>3</sup> and as directed by the Engineer. Test first load each day per mix. <b>For slip form placement:</b> No slump testing required.
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.
Flexural Strength		1 beam (28 day) per day per mix. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.
Concrete Pavement Texture		1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. All adjoining lanes shall be tested at the same location if paved at the same time. The Contractor supplies all materials necessary to perform the required testing.
Thickness		The Contractor drills concrete cores at locations determined by the Agency. The Contractor probes the plastic concrete at locations determined by the Agency.
Surface Smoothness		Contractor provides MnDOT certified inertial profiler results for the entire project as required by the contract. Check for current certification.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**2404 CONCRETE WEARING COURSE FOR BRIDGES**

<b>Test Type</b> (concrete manual)	<b>Spec.</b>	<b>Contractor Testing</b>	<b>Agency Testing</b>	<b><a href="#">Form</a></b>
Gradation, Quality, Coarse Agg -200 QC/Verification (5-694.145) (5-694.146) (5-694.148)	3126 3137	Prior to production, provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. Test Agency companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification) (5-694.541)	<a href="#">Review Concrete Manual Website</a>	None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day.	Weekly Report of Low Slump Concrete
Slump (Verification) (5-694.531)		None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength (5-694.511)		None	1 cylinder (28 day) per 30 yd <sup>3</sup>	2409 Cyl. ID Card

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	6 lb. for # 7	1.1 lb. Sand
Quality	50 lb. for Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**CONCRETE PAVEMENT REPAIR - CPR for 3U18**

Test Type	Spec.	Contractor Testing	Agency Testing	<a href="#">Forms</a>
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples at Contractor's discretion.	Gradation: 1 per aggregate fraction prior to production and each time aggregate is delivered to the site. Quality Testing & Coarse Agg - 200: 1 test per aggregate fraction per source. The Agency may use the gradation results for the Quality Samples as a substitute for 1 required field gradation.	2410 Sample ID Card
Air Content - Type 3 Concrete	<a href="#">Review Concrete Manual Website</a>	None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day.	21412 Weekly Report of Low Slump Concrete
Slump		None	1 per 15 yd <sup>3</sup> , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength		None	1 cylinder (28 day) per 30 yd <sup>3</sup>	2409 Cyl. ID Card

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**DOWEL BAR RETROFIT - DBR**

Test Type	Spec.	Contractor Testing	Agency Testing	Form
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card

Test Type	Spec.	Agency Testing	Form
DBR Material Compressive Strength	<a href="#">Review Concrete Manual</a>	<b>Contractor Testing: None</b>	2409 Cylinder ID Card
		<b>Agency Testing:</b> During the pre-production test operations: 1 set of 3 cylinders tested at a rate as directed by the Engineer. Testing may need to be repeated if any problems with the dowel bar retrofit material are encountered. <b>First day of production:</b> 1 set of 3 cylinders at a rate directed by the Concrete Engineer. <b>After the first day of production:</b> 1 cylinder per day during production tested at a rate determined by the Engineer to determine traffic strength.	

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	1.1 lb. for # 89 & Sand	
Quality	50 lb. Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

## LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec. #	Min. Required Acceptance Testing (Field Testing Rate)
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer
Plant Stock & Landscape Materials	3861 and 2571.2A1	Materials must be in accordance with the Inspection and Contract Administration Guidelines for MnDOT Landscape Projects of which determines the minimum and maximum criteria thresholds. Certificate of Compliance, Nursery stock certificate registered with Mn Dept. of Agriculture. Out of state products subject to pest quarantines must accompanied by documentation certifying all products are free of regulated pests.
Erosion Control Blanket	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
Erosion Control Netting	3885	
Silt Fence	3886	
Erosion Stabilization Mat	3885	
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.
Filter Logs	3897	Visual Inspection
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS
Fertilizer	3881	Obtain copy of invoice of blended material stating analysis.
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
Mulch - Type 3	3882	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Mulch - Type 6 - Woodchips		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Sod	3878	Visual Inspection - Check approved products list - As directed by the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.
Compost (from Certified Source)	3890	
Compost (from Non- Certified Source)		Visual Inspection - As directed by the Engineer.
Hydraulic Soil Stabilizer	3884	Check Approved/Qualified Products List - As directed by the Engineer.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

**CHEMICAL ITEMS**

<b>Kind of Material</b>	<b>Spec. No.</b>	<b>Min. Required Acceptance Testing (Field Testing Rate)</b>
Asphalt Plank	3204	Visual Inspection - As directed by the Engineer.
Calcium Chloride	3911	Review the percentage required as per specification. Check for listing on Qualified Products website.
Magnesium Chloride	3912	
Hot-Pour Crack Sealant (for Crack Sealing/Filling)	3719 3723 3725	Retain Certification of Compliance. Check for listing on Qualified Products website.
Pavement Joint Adhesive	Special Provisions	Retain Certification of Compliance
<b>Waterproofing Materials</b>		
<a href="#">Membrane Waterproofing System</a>	3757	Visual Inspection - Check qualified products list.
<b>Waterproofing Materials - Three Ply System</b>		
Asphalt Primer	3165	Verify supplied material meets ASTM D 41
Waterproofing Asphalt	3166	Verify supplied material meets ASTM D 449
Fabric	3201	Verify supplied material meets ASTM D 41
<b>Paints</b>		
<a href="#">Waterborne Latex - Traffic Paint</a>	3591	Visual Inspection - Check qualified products list - retain Certificate of Compliance.
<a href="#">Epoxy Traffic Paint</a>	3590	
<a href="#">Traffic Marking Paint</a>	Special Provisions	
<a href="#">Non-Traffic Striping Paints</a>	3500 Series	Retain Certification of Compliance
<a href="#">Bridge Structural Steel Paint</a>	3520	Visual Inspection - Check approved products list - retain Certificate of Compliance.
<a href="#">Exterior Masonry Paint</a>	3584	
<a href="#">Noise Wall Stain</a>	Special Provisions	
<a href="#">Drop-on Glass Beads</a>	3592	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
<a href="#">Pavement Marking Tape</a>	3354	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
	3355	
	Special Provisions	
<a href="#">Signs and Markers</a>	3352	Visual Inspection - Check qualified products list.



**Metals 1 of 2**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*
Guard Rail		
Fittings - Splicers, Bolts, Posts etc.	3381	Visual Inspection - Materials shall be approved before use. Call MnDOT inspector at 218-846-3613 to see if material has been approved.
Structural Plate Beam	3382	
Non-High Tension Guard Rail Cable	3381	
High Tension Guard Rail Cable	Special Provisions	
Steel Posts		
Steel Sign Posts	3401	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance in Project file.
Fence Posts, Brace Bars, Rails and others	3403	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance and certified mill analysis in project file.
	3406	
	3379	
Fence		
Barbed Wire	3376	Visual Inspection Retain Certification of Compliance, As directed by the Engineer.
Woven Wire		
Chain Link Fabric		
Components: cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp & tension wire		
Gates	3379	
Pipe		
Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions	Visual Inspection - As directed by the Engineer.
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.		
Uncoated Bars	3301	Retain Certificate of Compliance & Certified Mill Analysis
Epoxy Coated Bars	3301	For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, & it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples (1 bar 3ft long for each size for each day's coating production), Certificate of Compliance, & Certified Mill Analysis for testing. Maintain original Cert. of Compliance & Certified Mill Analysis in project file.
Spirals	3305	
Stainless Steel Bars	Special Provisions	Visual Inspection Testing as directed by the Engineer (2 bars 3 ft. long per heat per bar size). Certified Mill Test Reports to be filed.

**Metals 2 of 2**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*	
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.			
Steel Fabric	3303	2 sq ft if epoxy coated.	Visual Inspection - Retain Certificate of Compliance.
Dowel Bars	3302	One dowel bar and basket from each shipment.	
Prestress/Post Tension Strands	3348 Spec.Prov.	One sample of 2 strands by 6 ft from each heat/production lot.	
Castings			
Drainage Castings	3321	Visual Inspection - Check approved / qualified list.	
	2471		
Electrical	2565		
Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection - Check approved / qualified list. Testing as directed by the Engineer, (see Notes below)	
Notes: Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.			
Anchorage (Drilled In)	Special Provisions	Visual Inspection - Check qualified products list.	
Structural Steel	Inspected by MnDOT & will be charged back to the Local Agency.		
Steel Bridge - Beams, Girders, Diaphragms, etc.	2471	Structural Metals Inspection Tag and field inspection for damage/defects, check dimensions for contract compliance. Review approved products list as directed by the Engineer.  Note: Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: <a href="http://www.dot.state.mn.us/bridge/">http://www.dot.state.mn.us/bridge/</a>	
Concrete Girders-Diaphragms and sole plates			
Expansion Joints			
Steel Bearings			
Railing-Structural tube and ornamental			
Drainage Systems			
Protection Angles			
Overhead Sign structures	2564 2471		
High Mast Lighting Structures	2545 2471		
Monotube Signal Structures	2565 2471		

\* Check domestic steel requirement under 1601 Special Provision.

**Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
<b>Corrugated Metal Products</b>		
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.
Structural Plate	3231	
Aluminum Structural Plate	3233	Retain the Certificate of Compliance and certified mill analysis in project file.
<b>Pipe</b>		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.
Non-Reinforced Concrete Pipe	3253	
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.
<a href="#"><u>Corrugated Polyethylene Pipe - Dual Wall 12"-48"</u></a>	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.
<b>Precast/Prestressed Concrete Structures - Inspected by MnDOT &amp; will be charged back to the Local Agency.</b>		
Reinforced Precast Box Culvert	3238	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	
Manholes and Catch Basins (Construction)	2506 3622	
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.
Preformed Plastic Sealer for Pipe	3726 Type b	Visual Inspection - Acceptance as directed by the Engineer.
Bituminous Mastic Joint Sealer for Pipe	3728	
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.
Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List available at <a href="http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf">http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf</a>
<a href="#"><u>Geotextile Small Quantity Acceptance List</u></a>		
<a href="#"><u>Silt Fence</u></a>	3886	Visual Inspection - Check approved products list.

**ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 1 of 2**

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Lighting Standards (Aluminum or Steel)	3811	Visual Inspection - Obtain Certificate of Compliance. The Fabricator will submit "Certificate of Compliance", on a per project basis, to the Project Engineer.
<a href="#">Hand Holes (Precast, PVC, and LLDPE)</a>	2545	Visual Inspection - Check approved/qualified products list. Traffic signal and street lighting projects require hand holes to be listed on the Mn/DOT Signals Approved Products List (APL). For cast iron frame and cover: see Metals - Drainage and Electrical Castings
	2550	
	2565	
Foundation	2545	Slump as needed, 1 cylinder per 25 cu.yds. Rebar is required in concrete foundations as specified in the Contract documents for all traffic control signals and roadway lighting projects.
Steel Screw In Foundations	2545 2565	See Approved/Qualified Products List for Roadway Lighting and Signals.
<b>Conduit and Fittings</b>		
Metallic	3801	Visual Inspection - Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). For traffic signal and street lighting projects, specific requirements are contained in the Special Provisions for each project.
	3802	
	3803	
	Special Provisions	
Non-Metallic (Rigid and HDPE)		
Anchor Rods and Bolts (Cast in Place)	3385	Visual Inspection - Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.
<a href="#">Anchorages (Drilled In)</a>	Special Provision	Visual Inspection - Check qualified products list.
<a href="#">Miscellaneous Hardware</a>	2545 2565	Visual Inspection - Check approved products list. Will carry "Inspected" tag if sampled and tested prior to shipment. No sample necessary if "Inspected". Do not use if not tested. Field sample at sampling rate for laboratory testing. For traffic signal and street light lighting projects, various miscellaneous hardware is required to be listed on the Mn/DOT Signals and Lighting Approved Products Lists (APL). The Contract documents indicate, which items must be on the Signals and/or Lighting APL.
<b>Cable and Conductors</b>		
Power Conductors	3815.2B1	Visual Inspection - Make certain the conductors are the type specified. Submit Field Inspection report showing type and quantities used. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type where applicable.
Loop Detector Conductors (No Tubing)	3815.2B2 (a)	

**ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 2 of 2**

<b>Kind of Material</b>	<b>Spec. No.</b>	<b>Min. Required Acceptance Testing (Field Testing Rate)</b>
Electrical Cables and Single Conductors with Jacket	3815.2B2(b) 3815.2B3	Visual Inspection - Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material certification from manufacturer. Do not use if not tested. Pre-inspected materials will not be tagged; an inspection report will be sent by the Mn/DOT inspector for each shipment. Project inspectors should verify that the shipping documents agree with this inspection report. Call Steve Grover at 651-366-5540 or Cindy Schellack at 651-366-5543 with questions. For traffic signal and street lighting projects, the Special Provisions for each project contain electrical cable and conductor specifications.
	3815.2B5	
	3815.2C1 thru .2C8	
	3815.2C14	
	Special Provisions	
Fiber Optic Cables	3815.2C13	Visual Inspection - Check approved products list for Traffic Management Systems.
Ground Rods	2545	Visual Inspection - Check approved products list. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). Detail materials on Materials Acceptance Summary.
	2565	
Luminaires and Lamps	3810	Visual Inspection - Check approved products list. Traffic signal and street lighting projects require luminaires and lamps to be listed on the Mn/DOT Lighting Approved/Qualified Products List (APL). The conductors shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type, where applicable.
Electrical Systems	2565	Electrical Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.
Traffic Signal Systems	2565	Traffic Signal Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.

## Brick, Stone and Masonry Units

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
<b>Brick</b>		
Sewer (clay) and Building	3612 to 3615	Visual Inspection - Acceptance as directed by the Engineer.
Sewer (Concrete)	3616	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
<b>Concrete Masonry Units</b>		
Sewer Construction	3621	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
<a href="#"><u>Modular Block Retaining Walls</u></a>	Review Current Special Provisions	Visual Inspection - Note: All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements. * Wall units and cap units are considered separate block types.
Reinforced Concrete Cribbing	3661	Visual Inspection - Acceptance as directed by the Engineer. Will be stamped when inspected prior to shipment.
Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection - Acceptance as directed by the Engineer.
REMARKS: Each source shall be approved by Project Engineer or Supervisor for quality, prior to use. For questions on quality, contact District Materials or Geology Unit.		

## Miscellaneous Materials

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection - Acceptance as directed by the Engineer. Untreated materials shall be inspected in the field. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.
Miscellaneous pieces and Hardware (Galvanized)	3392 3394	Visual Inspection - Acceptance as directed by the Engineer.
Insulation Board	3760	
<a href="#">Elastomeric Bearing Pads - Plain or Laminated</a>	3741 and Special Provisions	Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance. <b>DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.</b>
Cotton Duck Bearing Pads		

## Approved/Qualified Products

[Asphalt Products](#)

[Roadside Safety Hardware](#)

[Bridge Products](#)

[Roadway Lighting Products](#)

[Concrete Products](#)

[Traffic Control Signals Products](#)

[Crack & Joint Materials Products](#)

[Signing Products](#)

[Truncated Domes](#)

[Snow and Ice Chemical Products](#)

[Drainage](#)

[Temporary Traffic Control Devices](#)

[Erosion Control and Landscaping Products](#)

[Traffic Management Systems/ITS](#)

[Geosynthetics](#)

[Vehicle Safety Lighting](#)

[Maintenance Shop Supplies](#)

[Walls \(Retaining/Noise\)](#)

[Paint/Stain/Coating Systems \(Non-Pavement\) Products](#)

### SALT Construction Website - Additional Resources

[Bituminous Engineering](#)

[Asphalt Binder Certified Supplier](#)

[Asphalt Emulsion Certified Supplier](#)

[Concrete Engineering](#)

[MnDOT Concrete Manual](#)

[QC & QA RM Plant Workbooks](#)

[MnDOT Certified Ready-Mix Program](#)

[Grading & Base Engineering](#)

[Testing procedures in the Grading & Base Manual.](#)

[Forms and worksheets at the Grading & Base Website.](#)

[Gradation worksheets at the SALT Construction Website](#)



## **SALT SMC - LGA Contacts**

### **Districts 1, 2, 3, 4**

Ron Bumann - State Aid Construction Practices Specialist

[ronald.bumann@state.mn.us](mailto:ronald.bumann@state.mn.us)

218-725-2811

### **Districts 6, 7, 8**

Rollin Larson - State Aid Construction Specialist

[rollin.larson@state.mn.us](mailto:rollin.larson@state.mn.us)

651-366-3832

### **Metro**

Mike Pretel - State Aid Construction Engineer

[michael.pretel@state.mn.us](mailto:michael.pretel@state.mn.us)

651-234-7766

Jim Deeny - State Aid Construction Liaison

[james.deeny@state.mn.us](mailto:james.deeny@state.mn.us)

651-234-7762

## Telephone Index for MnDOT Specialty Offices

### Grading & Base

Terry Beaudry	(651) 366-5456
John Bormann	(651) 366-5496
Melissa Cole	(651) 366-5432

[Website: www.dot.state.mn.us/materials/gradingandbase.html](http://www.dot.state.mn.us/materials/gradingandbase.html)

### Bituminous

John Garrity	(651) 366-5577
Asphalt Binder	
Jim McGraw	(651) 366-5548
Jason Szondy	(651) 366-5549

### Bituminous Specialty Items

Terry Beaudry	(651) 366-5456
Greg Schneider	(651) 366-5403
Melissa Cole	(651) 366-5432
Tom Wood	(651) 366-5573

[Website: www.dot.state.mn.us/materials/bituminous.html](http://www.dot.state.mn.us/materials/bituminous.html)

### Concrete

Concrete – Aggregates and Mix Design	
Concrete – Certified Ready Mix Concrete	
Wendy Garr	(651) 366-5423
Concrete – Paving	
Rob Golish	(651) 366-5576
Concrete – Bridges	
Ron Mulvaney	(651) 366-5575
Concrete – Pavement Rehabilitation	
Gordy Bruhn	(651) 366-5523

[Website: www.dot.state.mn.us/materials/concrete.html](http://www.dot.state.mn.us/materials/concrete.html)

### Landscaping and Erosion Control Items

Erosion Control	(651) 366-3607
Lori Belz	
Landscaping	(651) 366-4612
Scott Bradley	
Wood Chips	(651) 366-3619
Tina Markeson	

### **Chemical Items**

Allen Gallistell	(651) 366-5545
Dave Iverson	(651) 366-5550

### **Metallic Materials and Metal Products Sampling**

Steve Grover	(651) 366-5540
Laboratory - Test Results	(651) 366-5560
Bridge Structural Metals	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568

### **Miscellaneous Materials**

Steve Grover	(651) 366-5540
Bearing Pads	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568
Laboratory - Test Results	(651) 366-5560

### **Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete**

Steve Grover	(651) 366-5540
Rich Lamb	(651) 366-5595
Randy Tilseth	(651) 366-5451
Laboratory - Test Results	(651) 366-5560

### **Brick, Stone and Masonry Units/Modular Retaining Wall Blocks**

Steve Grover	(651) 366-5540
Blake Nelson	(651) 366-5599
Laboratory - Test Results	(651) 366-5561

### **Electrical & Signal**

Susan Zarling	(651) 234-7052
Steve Grover	(651) 366-5540
Wendy Garr - Concrete	(651) 366-5423
Laboratory - Test Results	(651) 366-5560

## Materials Lab. Contacts

## Independent Assurance

<b>District 1, Duluth</b> Leila DeLuca 218-725-2738 Fax 218-725-2814	Nadine Miller (218) 725-2737 Cell (218) 348-6297
<b>District 2, Bemidji</b> Jeff Long, 218-755-6544 Jason Kisseo, 218-755-6542 Fax 218-755-6540	Thomas Lloyd (218) 755-6545 Cell (218) 766-6949
<b>District 3A, Baxter</b> Tom Boser, 218-828-5755 Fax 218-828-5816	Matt Miles (218) 828-5753 Cell (218) 232-6748
<b>District 3B, Saint Cloud</b> Teresa Mertens, 320-223-6555 Fax 320-223-6582	Teresa Mertens, 320-223-6555 Cell (320) 493-3559
<b>District 4, Detroit Lakes</b> Brad Hanson, 218-846-3616 Bruce Bryngelson, 218-846-3614 Wayne Koons, 218-846-3617 Fax 218-846-0744	David Brunner Dist. 4 Mat'ls (218) 846-3613 Cell (218) 849-7393 Sandy Kay Wollschlager 4B Mat'ls (320) 589-7300 Cell (320) 815-6660
<b>Metro District,</b> Maplewood Lab Mike Evans, 651-366-5409 Fax 651-366-5408	Waters Edge Mat'ls (651) 234-7356 East Steve Reinardy (651) 755-1581 Mike Sroga (651) 775-0997 West Greg Bohmert (651) 775-1005 Dave Wilkerling (651) 775-1042
<b>District 6, Rochester</b> Ken DeCramer, 507-286-7580 Ken Pickett, 507-286-7586 Brad Horn, 507-286-7535 Fax 507-285-7112	Brandon Weick (507) 286-7584 Cell (507) 251-0138
<b>District 7, Mankato</b> Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248
<b>District 8A, Willmar</b> Jay Jorgensen, 320-214-6345 Fax 320-214-6306 <b>District 8B, Marshall</b> Mark DeAustin, 507-537-2068 Fax 507-537-3802	Jon Vlaminck (320) 214-6348 Cell (320) 894-7409

Lbs

Bituminous	35	Aggregate for Gradation QC/QA
	80	for each plus #4 Aggregate Type for Quality Testing
	35	for each minus #4 Aggregate Type for Quality Testing
	80	for each RAP material for Quality Testing
	10	RAS (shingles) for Processsed Gradation and Quality Testing
	65	for Mix Properties (QC/QA) 3 full 6" by 12" cylinder molds for QA
	90	for TSR (QC/QA) 4 full 6" by 12" cylinder molds for QA
	90	for Aggregate Specific Gravity QC/QA
	-	1 quart of Asphalt Binder QA
	-	1/2 gallon for Asphalt Emulsion QA
Grading & Base	30	Aggregate for Gradation (Companion sample from 60 lb split).
	25	Moisture Density Test - Proctor (Companion from 50 lb split).
	30	Aggregate Quality/Percent Crushing Test - 1 per source
Ready-Mix Concrete	25	Gradation 3/4" plus
	10	Gradation 3/4" minus
	6	Gradation CA 70 & #7
	1	Gradation - Sand (500 g), CA 80, #89.
	4.4	Moisture Test Coarse Aggregate (2000 g)
	1.1	Moisture Test Fine Aggregate (500 g)
	50	Quality 3/4" plus - lab sample
	30	Quality 3/4" minus - lab sample
	30	Fine Aggregate - lab sample
	10	3/4" Plus for the -200 Coarse Aggregate Test (5000 grams)
	6	3/4" Minus for the -200 Coarse Aggregate Test (2500 grams)
	5	Cement, Blended Cement, Fly Ash
	-	1/2 pint plastic container for admixtures.

## NOTICE TO BIDDERS

This project has a Disadvantaged Business Enterprise (DBE) requirement.

If you are the apparent low bidder, you will be required to submit certain DBE documents to the Office of Civil Rights at the Minnesota Department of Transportation **within five (5) business days after the bid opening date** (the five day period starts the next business day after the bid opening date). Failure to do so could result in **disqualification** as the lowest responsible bidder and award proceedings may then be initiated with the next lowest responsible bidder.

The local agency will attempt to notify the apparent low bidder as soon as possible after the bids are opened and examined. To ensure that the apparent low bidder is notified in a timely manner it is required to have the contact information for at least one responsible party and an alternate party – at least one of whom must be available immediately after the bids have been examined – capable of commencing the DBE document submittal.

Fill in the contact information in the spaces provided.

Responsible party:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

Alternate party:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

## Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
<b>State Project Number:</b>	<b>This contract uses the following project delivery method:</b>
<b>This contract will be solicited and administered by:</b> <input type="checkbox"/> The Minnesota Department of Transportation (MnDOT) <input type="checkbox"/> A local governmental unit	<input type="checkbox"/> Design-bid-build (DBB) <input type="checkbox"/> Design-build (DB) <input type="checkbox"/> Construction Manager/General Contractor (CM/GC) <p style="text-align: center;"><b>OR</b></p> <input type="checkbox"/> This is a professional-technical (PT) services contract

### Introduction

**Federal Regulations Govern.** Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

**Purpose.** These special provisions (1) outline the responder's obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder's compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

**Policy Statement.** MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Ensure that the DBE program is narrowly tailored,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

**Contract Assurance.** The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

**Application and Interpretation.** Terms must be interpreted as follows:

- "Responder" refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- "Proposal" includes a bid, proposal or price proposal.

- “CRL” refers to AASHTOWare Project Civil Rights and Labor. For additional information about CRL, see **Attachment 5**.

**DBE Directory.** A directory of all certified DBEs in the state of Minnesota is available at the following link:

<http://mnucp.metc.state.mn.us/Default.aspx>

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. A firm must be certified prior to contract execution in order to qualify for credit toward the DBE goal.

**False Claims.** The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C.02) apply to statements and certifications the responder makes in connection with the DBE program.

## Before Contract Award

### *DBE Goal*

The DBE goal for this project is \_\_\_\_%. or ☐ Race/Gender Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in **Table A** in the time specified in **Table B**. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responder’s efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responder’s bid.

### *Race/Gender Neutral Goal*

If the DBE goal is Race/Gender Neutral (RGN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with an RGN goal.** While DBE participation is encouraged on proposals with an RGN goal, responders are not required to submit GFE documentation specified in **Table A, other than a bidders list (parts D and E of Exhibit B, the GFE Consolidated form)**. Payment information described in **Table C** is required on **all projects**.

### *DBE Credit*

DBE work may be counted toward the DBE goal for any of the following activities:

- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically sixty percent of the supplier’s contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE (this requires approval from OCR before bid opening), or
- using DBEs for other services specifically approved by OCR before bid opening.
- If the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. **Attachment 1** describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.



<b>Table A – What to Submit to MnDOT</b>	
<input type="checkbox"/> <b>Design-bid-build administered by MnDOT</b>  <input type="checkbox"/> <b>Construction Manager/General Contractor administered by MnDOT</b>  <input type="checkbox"/> <b>Design-build administered by MnDOT</b>	<input type="checkbox"/> <b>Construction Contract administered by local governmental unit</b>  <input type="checkbox"/> <b>PT contract administered by MnDOT or local governmental unit</b>
<b>IF THE DBE GOAL IS MET</b>	<b>IF THE DBE GOAL IS MET</b>
<ul style="list-style-type: none"> <li>• Exhibit A for each DBE participating on the project</li> <li>• Parts A, B, C, D, and I of the GFE consolidated form</li> <li>• The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts E of the GFE consolidated form.</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibit A for each DBE participating on the project</li> <li>• Parts A, B, C, D, E, and I of the GFE consolidated form</li> </ul>
<b>IF THE DBE GOAL IS NOT MET</b>	<b>IF THE DBE GOAL IS NOT MET</b>
<ul style="list-style-type: none"> <li>• Exhibit A for each DBE participating on the project</li> <li>• Parts A, B, C, D, F, G, H and I of the GFE consolidated form</li> <li>• The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out part E of the GFE consolidated form.</li> <li>• Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal)</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibit A for each DBE participating on the project</li> <li>• Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form</li> <li>• Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal)</li> </ul>

**Table B – When and How to Submit Information to MnDOT**

<input type="checkbox"/> <b>Design-bid-build</b>	<input type="checkbox"/> <b>Professional-technical</b>
<p><b><u>Date and Time</u></b> The submission due date is the 5<sup>th</sup> calendar day after the bid due date. <b>Documentation is due before 4:30 PM Central Time on the 5<sup>th</sup> calendar day after the bids are due.</b></p> <p><b><u>Format and Location</u></b> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: <b>651-366-3129.</b></p> <p>To hand-deliver or submit by U.S. mail, address printed documents to <b>MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</b> Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><b><u>Date and Time</u></b> The submission due date is the 5<sup>th</sup> calendar day after the successful responder is notified by MnDOT. <b>Documentation is due before 4:30 PM Central Time on the 5<sup>th</sup> calendar day after the date of the successful responder letter/email issued by MnDOT.</b></p> <p><b><u>Format and Location</u></b> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: <b>651-366-3129.</b></p> <p>To hand-deliver or submit by U.S. mail, address printed documents to <b>MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</b> Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>
<input type="checkbox"/> <b>Construction Manager/General Contractor</b>	<input type="checkbox"/> <b>Design-build</b>
<p><b><u>Date and Time</u></b> The submission due date is the letting date. <b>Documentation is due before 4:30 PM Central Time on the letting date.</b> Subsequent bid packages are due no later than 4:30 PM on the fifth calendar day following the letting of that bid package.</p> <p><b><u>Format and Location</u></b> The responder can submit documents via email, fax, hand delivery, or U.S. mail. Submit to MnDOT OCR as follows:</p> <p>Email: ocrformsubmissions.DOT@state.mn.us</p> <p>Fax: <b>651-366-3129.</b></p> <p>To hand-deliver or submit by U.S. mail, address printed documents to <b>MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</b> Submissions by U.S. mail will satisfy the timing requirement if <u>postmarked</u> by the time specified in the “Date and Time” section above.</p>	<p><b><u>Date and Time</u></b> The submission due date is 9:30AM on the Price Proposal due date. <b>Documentation is due no later than 9:30AM on the Price Proposal due date.</b></p> <p><b><u>Format and Location</u></b> See the Design-Build “Instructions to Proposers” for format and location delivery specifics.</p>
<b>On All Projects</b>	
If the date the responder’s submission is due is a Saturday, Sunday, federal holiday, or Minnesota state holiday, the documentation is due on the next calendar day that is not a Saturday, Sunday, federal holiday, or Minnesota state holiday.	
The responder may submit a written request for an extension from the Director of MnDOT Office of Civil Rights for good cause shown. However, until the responder receives written approval of their request, the due date for its submission remains as specified above.	

If the responder does not meet the DBE goal, MnDOT OCR will conduct a Good Faith Efforts (GFE) review to determine whether the responder made adequate GFE to meet the goal based on the documentation the responder has provided by the submission due date. The standards MnDOT OCR will use to evaluate GFE are described in **Attachment 2**. Also, if MnDOT OCR determines that the responder did not make adequate GFE to meet the goal, the responder will be deemed non-responsible. The responder may request an administrative reconsideration of that determination. The process for administrative reconsideration is described in **Attachment 3**.

## **After Contract Award**

### *DBE Commitments, Termination, and Replacement*

The DBE Description of Work and Field Monitoring Report (Exhibit A) commits the responder to using the specified DBEs to perform work or supply materials. This commitment is binding on the responder unless the responder requests and is granted written approval from MnDOT OCR. If the responder fails to use a specified DBE for the amount of compensation the responder has specified in the Exhibit A form, without requesting and receiving written approval from MnDOT OCR, the responder has materially breached this contract and may not be entitled to payment for the work or materials that were committed to be performed by the DBE.

MnDOT OCR will not approve the responder's request to terminate a DBE unless the responder (1) gives written notice to the DBE, with a copy to MnDOT OCR, of the responder's intent to request to terminate the DBE's subcontract, (2) allow at least five business days for the DBE to advise the responder and MnDOT OCR of the reasons, if any, it objects to the proposed request to terminate, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4**, and (4) either replace the DBE with another DBE for at least as much compensation as the initially specified DBE or make GFE to do so. MnDOT OCR will use the GFE standards described in **Attachment 2** to determine whether the responder made GFE. MnDOT OCR may shorten the five-day DBE response period if there is a public necessity. The responder may request assistance from MnDOT OCR to identify available replacement DBEs.

If the responder is involved in a negotiated procurement with MnDOT, the responder must obtain written approval from MnDOT as described in this section before deleting or substituting a DBE the responder has identified as part of a negotiation package. The responder must notify MnDOT OCR of any changes or substitutions to DBE participation, including changes occurring during the negotiation phase of the contract.

### *Continuing Good Faith Efforts*

After contract award, the Contractor has a continuing obligation to make adequate good faith efforts to meet the DBE goal for the duration of the contract. Good faith efforts are explained in **Attachment 2**. To receive credit for DBE participation added after award, the responder must report the participation to MnDOT OCR and submit a DBE Description of Work and Field Monitoring Report (Exhibit A).

### *Prompt Payment to Subcontractors*

The responder must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed "Satisfactorily completed" means all tasks identified in the subcontract have been accomplished and documented as required by MnDOT. If MnDOT has incrementally accepted a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The responder must report payment information as specified in **Table C**. **If the responder fails to comply with prompt payment requirements, including reporting requirements, the responder has materially breached this contract.**

Furthermore, verification of the responder's final payment to each subcontractor is a condition of final clearance from MnDOT OCR and final payment from MnDOT.

<b>Table C – Required Payment Submissions</b>	
<input type="checkbox"/> <b>Design-bid-build administered by MnDOT</b> <input type="checkbox"/> <b>Construction Manager/General Contractor administered by MnDOT</b> <input type="checkbox"/> <b>Design-build administered by MnDOT</b>	<input type="checkbox"/> <b>Construction Contract administered by local gov't unit</b> <input type="checkbox"/> <b>PT contract administered by MnDOT</b>
<p>Within 10 business days of the responder's receipt of MnDOT payment:</p> <ul style="list-style-type: none"> <li>the responder must submit information about individual payments to subcontractors via CRL.</li> </ul> <p>When final payment has been made to subcontractors:</p> <ul style="list-style-type: none"> <li>the responder must submit information about the responder's final payment to each subcontractor via CRL.</li> <li>the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors.</li> </ul> <p>To fax your submission, use <b>651-366-3129</b>.</p> <p>To email your submission, attach documents as PDFs and send to <a href="mailto:ocrformsubmissions.dot@state.mn.us">ocrformsubmissions.dot@state.mn.us</a></p> <p>To submit by U.S. mail, address printed documents to <b>MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155</b>.</p>	<p>Within 10 business days of the responder's receipt of MnDOT or Local Government Unit payment:</p> <ul style="list-style-type: none"> <li>the responder must submit a Contractor Payment Form to MnDOT after each payment to a subcontractor.</li> </ul> <p>When final payment has been made to all subcontractors:</p> <ul style="list-style-type: none"> <li>the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors.</li> </ul> <p>To fax your submission, use <b>651-366-3129</b>.</p> <p>To email your submission, attach documents as PDFs and send to <a href="mailto:ocrformsubmissions.dot@state.mn.us">ocrformsubmissions.dot@state.mn.us</a></p> <p>To submit by U.S. mail, address printed documents to <b>MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155</b>.</p>

## Appendices

### *Explanatory Attachments*

- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

### *Forms*

- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit

## **Attachment 1 – Counting and Commercially Useful Function**

### **DBE Counting – Generally**

- (a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.
1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals.
- (d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- (e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

### **DBE Counting – Materials and Supplies**

- (f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.
1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.
  2. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
  3. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies toward DBE goals.
  4. For purposes of this section (f), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

- A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease agreement and not on an ad hoc or contract-by-contract basis.
- C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section (e).
- D. If a DBE firm is supplying bulk materials such as petroleum products, steel, cement, gravel, stone or asphalt which are delivered to the project site or a commercial establishment for processing or storage prior to reaching the project site, the firm will receive 60% credit only for the total cost of materials and associated hauling used on this contract.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer nor a regular dealer, MnDOT will count the entire amount of fees or commissions the responder pays for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided MnDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

### **Commercially Useful Function – Generally**

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

- 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.
- 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.
- 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to DOT.

### **Commercially Useful Function – Trucking**

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may lease trucks equipped with drivers from a non-DBE firm. In such a case, the DBE is entitled to credit for the total value of transportation services provided by the non-DBE firm not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employees. Additional participation by trucks and drivers from non-DBE firms will receive credit only for the fee or commission paid to the non-DBE firm as a result of the lease arrangement.
6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the transportation services.
7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

### Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

(a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.

(b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.** This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**

(d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE



goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

**(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.** The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

**(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.**

**(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.**

**(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.**

#### **Notification of MnDOT Decision**

After reviewing the responder's GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or his or her designee, will determine whether the responder met the DBE goal or made adequate GFE. MnDOT OCR will mail the Director's determination to the responder approximately 15 business days after the responder's submittals are received. If the Director determines that the responder failed to meet the DBE goal or make adequate GFE, MnDOT OCR will send the notice by certified U.S. mail.

### **Attachment 3 – Administrative Reconsideration**

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

#### **Requesting Reconsideration**

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

If the responder sends the request by fax or personal delivery, MnDOT must **receive** it no later than 4:30 PM on the fifth business day after the responder receives notice of the Director's determination. If the responder sends the responder's request by U.S. mail, it must be postmarked no later than the fifth business day after the responder receives notice of the Director's determination. The responder is deemed to have notice as of the date indicated on the certified mail receipt signed by the responder or the responder's representative at the time of delivery.

The responder's written request must be submitted to the attention of:

**MnDOT Deputy Commissioner at:** MnDOT, 395 John Ireland Blvd., St. Paul, MN 55155; or by fax at 651-366-4795.

**A copy of the same request must be sent to the Director of the MnDOT Office of Civil Rights** at 395 John Ireland Blvd., St. Paul, MN 55155 or by fax at 651-366-3129.

#### **Reconsideration Process**

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet in person with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

#### **Attachment 4 – Good Cause to Terminate a DBE**

The responder may not, without written approval from MnDOT OCR, terminate or replace a DBE whose participation the responder represented in the original DBE commitment. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f), good cause includes the following circumstances.

- (a) The DBE subcontractor fails or refuses to execute a written contract;
- (b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;
- (f) OCR has determined that the DBE subcontractor is not a responsible contractor;
- (g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;
- (h) The DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or
- (j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

**Good cause does not exist if the responder seeks to terminate a DBE represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.**

## **Attachment 5 – Information about AASHTOWARE Project CRL**

### **General Information**

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: *Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects*.

### **Registration and Training**

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

<https://www.dot.state.mn.us/const/labor/civil-rights-labor.html>

MnDOT also provides access to a CRL Interactive E-learning Tool at:

<https://www.dot.state.mn.us/onlinelearning/lcu/crl/>



## Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted with a signed subcontract, purchase order, or affidavit for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE.

**Section (A):** (All DBE subcontractors, including trucking firms, must complete this section.)

### MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: \_\_\_\_\_ State Project Number: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

DBE Subcontractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

DBE Principal Name: \_\_\_\_\_ Total Subcontract \$: \_\_\_\_\_

DBE Participation Claimed: Percent \_\_\_\_\_% Amount \$ \_\_\_\_\_

**Section (B):** (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

- Did you bid and sign a subcontract agreement with the above-named prime contractor? \_\_\_\_\_
- List the line items to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Scope of Work	Associated NAICS Code

- If equipment to be used is not owned by your firm, please provide the following information:
  - Will you be renting or leasing any of the following: (Attach a copy of the lease or rental agreement(s).  
Equipment \_\_\_\_\_ Insurance \_\_\_\_\_ Operator \_\_\_\_\_ or Maintenance \_\_\_\_\_
  - Lessor's name: \_\_\_\_\_  
Amount to be paid: \_\_\_\_\_ Number of days to be used: \_\_\_\_\_
- Will there be any other firm(s) providing work listed in your (DBE) subcontract?  
If yes, answer the following: Firm's Name: \_\_\_\_\_ \$ amount of the work: \_\_\_\_\_
- What is the name of the person supervising your work on this project? \_\_\_\_\_  
Is this your employee? \_\_\_\_\_
- Is your firm purchasing materials (including Bulk Materials such as AC Oil, Cement, Gravel, etc.) to be supplied or installed on the project?  
YES \_\_\_\_\_ NO \_\_\_\_\_ (If "Yes" Complete **Section C** below)

**Section (C)** (DBE firms purchasing or supplying materials on the project complete this section.)

Please submit Purchase Agreement, Materials Invoice, or Purchase Order from manufacturer(s) or primary material supplier(s).

- What material(s) are you supplying? \_\_\_\_\_
- Total dollar amount of materials to be supplied? \_\_\_\_\_
- Who are you purchasing the materials from? \_\_\_\_\_
- What is the quantity of material to be purchased? \_\_\_\_\_
- Where are the materials being delivered? (ie. project site or plant) \_\_\_\_\_
- Is the delivery equipment owned and operated by your firm? YES \_\_\_\_\_ NO \_\_\_\_\_  
If not, who owns and operates the equipment? \_\_\_\_\_

**Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS AND MATERIAL HAULERS**

1. The number of hours contracted or quantities to be hauled on this project? \_\_\_\_\_
2. How many fully operational units will be used on this Project? \_\_\_\_\_ (Tractor/trailers: \_\_\_\_\_ Dump trucks: \_\_\_\_\_)
3. How many fully operational units will be yours? \_\_\_\_\_ (Dump trucks: \_\_\_\_\_ Tractors/trailers: \_\_\_\_\_)
4. How many other units will be yours? \_\_\_\_\_ (Tractors: \_\_\_\_\_ Trailers: \_\_\_\_\_)
5. How many ITOs will be used on this project? \_\_\_\_\_ (Tractors: \_\_\_\_\_ Trailers: \_\_\_\_\_ Dump Trucks: \_\_\_\_\_)

	<b>Name of DBE ITOs (add a list if necessary)</b>	<b>Dollar Amount of Contract/Agreement</b>	<b>Number of Dump Trucks, Tractors/Trailers (specify)</b>
1.			
2.			
3.			
4.			

**Section (E):** (All DBE subcontractors, including trucking firms, must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within 10 days of the change.

DBE Company: \_\_\_\_\_

DBE Principal: \_\_\_\_\_  
 Signature Title Date

**Section (F): TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON**

Reviewed by OCR: \_\_\_\_\_

OCR Main Phone No: 651-366-3073

Email for OCR Forms: OCRFormSubmissions.DOT@state.mn.us

**Section (G): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO 1/2 COMPLETED**

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to **Section C** above)?  
Yes \_\_\_\_ No \_\_\_\_
6. Comments: \_\_\_\_\_  
 \_\_\_\_\_

**NOTE:** If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



## Exhibit B - Office of Civil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in **Table B** of the DBE Special Provisions.

<b>PART A – PRIME CONTRACTOR’S INFORMATION</b> (You must complete this part.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #	EMAIL ADDRESS		
CONTACT PERSON		TITLE		

<b>PART B - PROJECT DESCRIPTION</b> (You must complete this part.)			
STATE PROJECT #	CONTRACT # (If Applicable)	<input type="checkbox"/> Attach copy of MnDOT Advertisement	
ANTICIPATED START DATE (Based on progress schedule)		EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL	%	DBE COMMITMENT	(Type of GFE Information – Check one only) <input type="checkbox"/> Pre-award <input type="checkbox"/> Post-award/Execution
	VS		
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid \$ * DBE % Goal)			

<b>PART C – PROJECT SUMMARY AMOUNTS</b> (You must complete this part.)	
TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	\$
WORKED PERFORMED BY PRIME	\$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal \$ and DBE commitment \$ )	\$

State Project Number:

Contractor:

**PART D – BIDDERS LIST - DBE QUOTES SUBMITTED** (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS							
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
DBE Contractor Information					Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary



State Project Number:

Contractor:

<b>PART E- BIDDERS LIST - NON-DBE QUOTES SUBMITTED</b> (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT, you must submit information about bids/quotes you have received through the AASHTOWare Project CRL online system rather than on this form.)							
<b>NON-DBE COMMITMENTS</b> List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
<b>NON-DBE Contractor Information</b>				<b>Description of Work</b>	<b>Dollar Amount Of Bid/Proposal.</b>	<b>Will Firm Be Used?</b>	
1.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

**PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS** (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHOD		
1		<input type="checkbox"/>	<input type="checkbox"/>					
2		<input type="checkbox"/>	<input type="checkbox"/>					
3		<input type="checkbox"/>	<input type="checkbox"/>					
4		<input type="checkbox"/>	<input type="checkbox"/>					
5		<input type="checkbox"/>	<input type="checkbox"/>					
6		<input type="checkbox"/>	<input type="checkbox"/>					
7		<input type="checkbox"/>	<input type="checkbox"/>					
8		<input type="checkbox"/>	<input type="checkbox"/>					
9		<input type="checkbox"/>	<input type="checkbox"/>					
10		<input type="checkbox"/>	<input type="checkbox"/>					
11		<input type="checkbox"/>	<input type="checkbox"/>					
12		<input type="checkbox"/>	<input type="checkbox"/>					

Make additional copies of this page as necessary

State Project Number:

Contractor:

**PART G - DBEs QUOTED BUT NOT SELECTED** (Complete this part only if DBE goal is not met.)

**If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.**

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**Make additional copies of this page as necessary**

## Office of Civil Rights– Good Faith Efforts Consolidated Form

State Project Number:

Contractor:

**PART H – DESCRIPTION OF GOOD FAITH EFFORTS** (Complete this part only if DBE goal is not met. Use additional sheets if necessary.)

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to “tell the story” of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE's that you did not accept? If so, what were your reasons?

Type Response Below:



## Exhibit B – Good Faith Efforts Consolidated Form

### PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, state as follows:  
(Full Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Individual, Company, Partnership, or Corporation)

that has submitted a bid for State Project \_\_\_\_\_.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

SIGNATURE (Bidder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Minnesota Department of Transportation  
Office of Civil Rights

Page \_\_\_\_ of \_\_\_\_

Contractor Payment Form

State Project Number: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_ 1<sup>st</sup> Tier Sub-Contractor: \_\_\_\_\_

Payment Reporting Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT. Some projects require that payment information be entered into AASHTOWare Project CRL. See Table C of the DBE Special Provisions for payment submission requirements.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.	<input type="checkbox"/>	1.	1.	
2.	<input type="checkbox"/>	2.	2.	
3.	<input type="checkbox"/>	3.	3.	
4.	<input type="checkbox"/>	4.	4.	
5.	<input type="checkbox"/>	5.	5.	
6.	<input type="checkbox"/>	6.	6.	
Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	
2.	2.	2.	2.	
3.	3.	3.	3.	
4.	4.	4.	4.	
5.	5.	5.	5.	
6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:		Title:		
Phone:	Fax:	Phone:	Fax:	

## DBE Total Payment Affidavit

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work contracted to be performed by DBEs has been satisfactorily completed. This Affidavit is required prior to MnDOT Office of Civil Rights issuing final clearance on the project. Identify each DBE firm that worked on the project and the dollar amount of the subcontract. If the dollar value of a DBE firm's total work is less than the DBE's original subcontract, please attach an explanation.

State Project Number: \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, state as follows:  
(Full Name)

1. I am the authorized representative of \_\_\_\_\_  
(Name of Individual, Company, Partnership or Corporation)

and I have the authority to make this affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on the above project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount Paid
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: \_\_\_\_\_  
(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer, and one to:  
**MnDOT's Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155**  
or email completed form to: [ocrformsubmissions.dot@state.mn.us](mailto:ocrformsubmissions.dot@state.mn.us)

**No. 1516.3 – Standard Specifications for Construction**

Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), a final clearance letter will not be issued.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS**

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS  
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30<sup>th</sup> of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

## MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

## **APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS**

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

### **Definitions:**

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

## **NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS**

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

## **SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)**

### **1. General.**

**a.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

**b.** The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

**c.** The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

### **2. Equal Employment Opportunity Policy.**

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.** The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

### **4. Dissemination of Policy.**

**a.** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

**b.** In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

### **5. Recruitment.**

**a.** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

**b.** The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

**c.** The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

**6. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

**a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

**b.** The contractor will periodically evaluate the spread of wages paid within each

**SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)**

classification to determine any evidence of discriminatory wage practices.

**c.** The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

**d.** The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

**7. Training and Promotion.**

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

**c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

**d.** The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.** If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

**b.** The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

**c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

**d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

**9. Subcontracting.**

**a.** The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

**b.** The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

**a.** The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

**b.** All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

**c.** The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

*Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules



**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
  - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
  - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

## **EQUAL OPPORTUNITY CLAUSE**

### **(41 CFR Part 60-1.4 b, 7-1-96 Edition)**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	22%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	22%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2.9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	22%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2.2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	32%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Revised 07/12

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	32%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	22%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	22%	6%
Watsonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%



<b>Minnesota Department of Transportation</b> Office of Civil Rights Contractor Employment Data				<b>1. Contractor Name and Address:</b>  <b>Phone:</b> _____			
<b>2. Employment Data</b> a) Name: Last Name, First Name, MI		<b>b) Social Security #</b>	<b>c) New Hire</b> (Y or N)	<b>d) Ethnicity</b>	<b>e) Gender</b> (M or F)	<b>f) Trade/Foreman,</b> <b>Supervisors, Managers</b>	<b>g) Level</b> (A, J, or T)
1.							
2.							
3.							
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27.							

## **INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA**

**This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)**

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
  - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 2b. Social Security Number self-explanatory.
  - 2c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 2e. Gender is to be indicated with an “M” for Males or an “F” for Females.
  - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
  - 2g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.  
(Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3015.**

Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Revised 07/12

<b>Minnesota Department of Transportation Office of Civil Rights Monthly Employment Compliance Report EEO-13</b>		<b>1. SP</b> <input type="checkbox"/> <b>SAP</b> <input type="checkbox"/> (Check one)		<b>3. Contractor Name:</b>		<b>4. Prime</b> <input type="checkbox"/> <b>Subcontractor</b> <input type="checkbox"/> (check one)	
		<b>SP#</b>		<b>Federal Tax ID:</b>			
		County or City		Street Address:		5. Dollar Amount of Contract:	
		2. Reporting Period to _____		City, State Zip		6. Percent of Completion:	

7. Employment Data a) Name: Last, First Middle Initial		b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender M or F)	Trade/Foreman, Supervisors, Managers	g) Level (A, J or T)	h) Hours Worked This Period
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<b>8. Contract Goals</b>  <table style="width: 100%;"> <tr> <td style="width: 50%;"><b>MINNESOTA GOALS</b></td> <td style="width: 50%;"><b>%OBTAINED</b></td> </tr> <tr> <td>_____ % Minority</td> <td>_____ %</td> </tr> <tr> <td>_____ % Women</td> <td>_____ %</td> </tr> </table>	<b>MINNESOTA GOALS</b>	<b>%OBTAINED</b>	_____ % Minority	_____ %	_____ % Women	_____ %	<b>9. Prepared by: (Signature)</b>  <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Print Name: _____  Title: _____ Date: _____ Phone: _____ Fax: _____	<b>10. Reviewed by: (Signature)</b>  <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Print Name: _____  Title: _____ Date: _____ Phone: _____ Fax: _____
	<b>MINNESOTA GOALS</b>	<b>%OBTAINED</b>						
	_____ % Minority	_____ %						
	_____ % Women	_____ %						

# INSTRUCTIONS FOR EEO-13

## MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State Project #, county project is located in, are you a prime or sub, and contract value.
6. Percent of Completion is the estimated percentage of work completed including this reporting period.
7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
  - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 7b. Social Security Number self-explanatory.
  - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
  - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
  - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
  - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.
 

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15<sup>th</sup> day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.**

EEO COMPLIANCE REVIEW REPORT

Total Company Workforce  
(For 12 Month Period Preceding July 30<sup>th</sup> of the previous year)

Name and Address of Contractor

Name and Title of Corporate Officer

Name of EEO Officer

Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
Total														
On-the-Job Trainees														



MINNESOTA DEPARTMENT OF TRANSPORTATION  
**ON-THE-JOB TRAINING PROGRAM**  
**TRAINEE ASSIGNMENT**

SP #: \_\_\_\_\_ Location: \_\_\_\_\_ District: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Training Contractor: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

**TRAINEE**

Job Title or Trade Classification: \_\_\_\_\_ Number of Training Hours on this Project: \_\_\_\_\_

Name: \_\_\_\_\_ S.S.#: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Approximate Start Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: \_\_\_\_\_

- |   |
|---|
| <p>1. Ethnic Background: <b>Hispanic</b> _____; <b>Black</b> _____; <b>Asian/Pacific Islander</b> _____; <b>White</b> _____;</p> <p><b>Am. Ind/Alaskan</b> _____ (Verify with Tribal I.D. # or Affiliation _____).</p> <p>2. <b>Male</b>; _____ <b>Female</b>; _____.</p> |
|---|

MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS

***CERTIFICATION OF ON-THE-JOB TRAINING HOURS***  
**FEDERAL-AID-PROJECTS**

*Contractor: submit original and one copy monthly to the project engineer*

CONTRACTOR			REPORTING PERIOD:
ADDRESS			S.P. NO. (LOW):
			F.P. NO.:

TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE

AMOUNT OF CLAIM \_\_\_\_\_ HOURS @ \_\_\_\_\_ PER HOUR = \$ \_\_\_\_\_

**Progress of Trainee(s)**    ☐Excellent        ☐Very Good        ☐Good        ☐Below Good

COMMENTS (Please detail any supplementary training offered):

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**CONTRACTOR:**

The undersigned contractor hereby certifies that the listed employees are bonafide trainees as required by the On-the-Job Training Special Provision and that they have worked the hours as reported above.

\_\_\_\_\_  
*Contractor Signature/Title* *Date*

**PROJECT ENGINEER:**

I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.

\_\_\_\_\_  
*Engineer Signature/Title* *Date*







## On-the-Job Training Program Trainee Termination Form

Contractor Name		County	Prime	Sub
Address		City	State	Zip
EEO Officer		Phone #	e-mail address	
Trainee Name		Phone #	Social Security No.	
Address		City	State	Zip
<b>Race/Ethnicity</b>				
<input type="checkbox"/> Hispanic		<input type="checkbox"/> White		<input type="checkbox"/> Asian
<input type="checkbox"/> Black		<input type="checkbox"/> American Indian		<input type="checkbox"/> Other
Gender		Classification/Trade		S.P. #
<input type="checkbox"/> Female	<input type="checkbox"/> Male			
Start Date	Termination Date	Hours Assigned	Hrs Completed	

**Reason for Termination/Separation/Layoff:**

<input type="checkbox"/> Construction phase completed
<input type="checkbox"/> Death
<input type="checkbox"/> Fired (please explain below)
<input type="checkbox"/> Illness/health problems
<input type="checkbox"/> Lack of transportation and /or travel distance
<input type="checkbox"/> Military duty
<input type="checkbox"/> Relocated
<input type="checkbox"/> Personal
<input type="checkbox"/> Quit to work for another company
<input type="checkbox"/> Other (please explain below)

**Please provide comments:**

Contractor's Representative Signature	Title	Date

**MAIL or Fax THE ORIGINAL and MAINTAIN COPY:**

395 John Ireland Boulevard  
St. Paul, MN 55155-1899  
Office of Civil Rights M.S. 170  
On-The -Job Training Coordinator  
Fax # 651/366-3129

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
Form-1273**

(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

## REQUIRED CONTRACT PROVISIONS (cont.)

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

## REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

## REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

## III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any

location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under paragraph 1.b. of

## REQUIRED CONTRACT PROVISIONS (cont.)

this section) and the Davis-Bacon poster (WH-1321) shall 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.

b. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain

## REQUIRED CONTRACT PROVISIONS (cont.)

written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

## REQUIRED CONTRACT PROVISIONS (cont.)

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**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.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).



## REQUIRED CONTRACT PROVISIONS (cont.)

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction 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 shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen 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 paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its

## REQUIRED CONTRACT PROVISIONS (cont.)

own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

## REQUIRED CONTRACT PROVISIONS (cont.)

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who

has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

#### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**REQUIRED CONTRACT PROVISIONS (cont.)**

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier

Covered Transactions" refers to any covered transaction under a

First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

**REQUIRED CONTRACT PROVISIONS (cont.)**

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

**APPENDIX A (Short Version)**  
**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

The Required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 4-93) is restated here for emphasis:

**Section IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

**Section IV.2, Classification**

**2. Classification**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

**For implementation reference Section IV.2(c), (d) and (e).**



State Project No. 118-060-012

GRAND TOTAL \$ \_\_\_\_\_

The undersigned hereby acknowledges that all requirements included in the hard copy proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are a part of this bid and contract.

**Signed:** \_\_\_\_\_

**PROPOSAL GUARANTY** required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the **Duluth City** Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION:** Our firm will meet a minimum goal of \_\_\_\_ % of this contract to Disadvantaged Business Enterprises. A bidder who fails to indicate a specific goal above must fulfill the total goals indicated in the proposal.

**NON-COLLUSION AFFIDAVIT:** A Non-Collusion Affidavit is found in this proposal which must be signed by each bidder.

**RECEIPT OF ADDENDA** as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

**Signed:** \_\_\_\_\_

**EXECUTION OF PROPOSAL** as required by 1206 of the Specifications:

This proposal dated the \_\_\_\_ day of \_\_\_\_\_, 20

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

doing business under the name and style of

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership.

NAME

BUSINESS ADDRESS

\_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a corporation,  
incorporated under the laws of the State of Minnesota

Name of President \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Vice-President \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Secretary \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_ Business Address \_\_\_\_\_

(NOTE: Signatures shall comply with 1206 of the Specifications.)





THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE BIDDER.

The bidder hereby certifies the he/she has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that he/she has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are exempt from the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



## NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

**State Project No.** \_\_\_\_\_

**Federal Project No.** \_\_\_\_\_

**State of Minnesota** \_\_\_\_\_)

) ss

**County of** \_\_\_\_\_)

I, \_\_\_\_\_, do state under penalty of  
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of \_\_\_\_\_

\_\_\_\_\_  
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_  
(bidder or his authorized representative)



**ATTACHMENT A  
PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**STATE PROJECT NUMBER:** 118-060-012

**This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.**

<p>Minn. Stat. § 16C.285, Subd. 7. <b>IMPLEMENTATION.</b> ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. <b>RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.</b> "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Subd. 5a. Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

**Authorized Signature of Owner or Officer:**

**Printed Name:**

**Title:**

**Date:**

**Company Name:**

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.



**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

<b>FIRST TIER SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ATTACHMENT A-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**STATE PROJECT NUMBER:** \_\_\_\_\_

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all additional subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b>  <b>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	



## **APPENDIX A – CITY DOCUMENTS**



# INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

The selected contractor will be issued a construction contract (draft attached). Notice to Proceed will be issued once the agreement is fully executed.

Proposal forms, contract documents, plans and specifications are on file at the following offices: Duluth Builder's Exchange, Minnesota Builder's Exchange, BXWI-Fox Valley Plan Room, and Blue Book Building and Construction Network.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on Page 1 of this proposal. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately after the hour set for receiving bids. Once all bids have been reviewed, bid results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 30 days.

**Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

**Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.

**Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds on the forms provided in the full amount of the project cost prior to award.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Amanda Ashbach  
Purchasing Agent

all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

5. **Out of State Contractor** - Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Contractors must submit a signed copy of the exemption form when submitting Payment and Performance Bonds. This form may be found at the following web address: [http://www.revenue.state.mn.us/Forms\\_and\\_Instructions/sde.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf)

6. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

A handwritten signature in black ink, appearing to read 'Amanda Ashbach', written in a cursive style.

Amanda Ashbach  
Purchasing Agent

## BID FORM

ITEM	PRICE
	\$
Refer to <b>EXHIBIT A</b> - Schedule of Prices (must be returned with Bid)	\$
	\$
<b>TOTAL=</b>	\$

\_\_\_\_\_  
TOTAL PRICE IN WRITING

## ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	DATE
ADDENDUM #	DATE
ADDENDUM #	DATE
ADDENDUM #	DATE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Tel. \_\_\_\_\_ Email \_\_\_\_\_

If your organization is certified as a disadvantaged business enterprise, please check here - ☐





# EXHIBIT A

Schedule of Prices

Line No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2101.511	CLEARING AND GRUBBING	LUMP SUM	1		
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,880		
4	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,110		
5	2105.501	COMMON EXCAVATION	CU YD	570		
6	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	780		
7	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	1,060		
8	2118.607	AGGREGATE SURFACING (CV) CLASS 1	CU YD	30		
9	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	350		
10	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	179		
11	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	298		
12	2401.521	STRUCTURE EXCAVATION CLASS E	CU YD	1,290		
13	2433.516	ANCHORAGES TYPE 1	EACH	16		
14	2451.515	COARSE AGGREGATE BEDDING (CV)	CU YD	100		
15	2501.515	12" RC PIPE APRON	EACH	2		
16	2502.601	DRAINAGE SYSTEM	LUMP SUM	1		
17	2503.541	12" RC PIPE SEWER DESIGN 3006	LIN FT	10		
18	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	9		
19	2506.602	CASTING ASSEMBLY SPECIAL	EACH	2		
20	2511.501	RANDOM RIP RAP CLASS III	CU YD	24		
21	2511.511	GRANULAR FILTER MOD	CU YD	190		
22	2511.515	GEOTEXTILE FILTER TYPE VII	SQ YD	20		
23	2511.602	FURNISH AND SET BOULDER	EACH	30		
24	2511.602	RESET BOULDER	EACH	110		
25	2540.601	MONUMENT RESTORATION	LUMP SUM	1		
26	2541.618	RECONSTRUCT STONE HISTORIC STRUCTURE (DRY-STACK)	SQ FT	3,270		

# EXHIBIT A

Schedule of Prices

Line No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
27	2541.618	RECONSTRUCT STONE HISTORIC STRUCTURE (MORTARED)	SQ FT	460		
28	2541.618	REPAIR CONCRETE CAP TYPE 1	SQ FT	35		
29	2541.618	REPAIR CONCRETE CAP TYPE 2	SQ FT	3,000		
30	2541.618	REPOINT HISTORIC STRUCTURE	SQ FT	2,470		
31	2541.618	RESTORE HISTORIC WALL (RE-CHINK)	SQ FT	80		
32	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
33	2573.502	SILT FENCE, TYPE HI (TYPE 1)	LIN FT	760		
34	2573.502	SILT FENCE, TYPE HI (TYPE 2)	LIN FT	390		
35	2573.530	STORM DRAIN INLET PROTECTION	EACH	2		
36	2574.525	COMMON TOPSOIL BORROW	CU YD	150		
37	2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	1,870		
38	2575.555	TURF ESTABLISHMENT	LUMP SUM	1		
39	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	830		
40	2582.502	4" SOLID LINE PAINT	LIN FT	830		

**TOTAL:** \_\_\_\_\_

# DATA FOR LABOR COST BIDDING

**NOTE:**

**Wage Decisions are subject to change due to lock-in rules and revisions near the bid opening.**

**Project No.: 1494 / SP 118-060-012**

**Name: West Skyline Parkway – Stone Masonry Retaining Wall Restoration**

**City Project Manager: Taryn Erickson**

**Bid Opening Date: June 28, 2017**

This **project is funded by:**

**Federal funding**

The **base workweek:**

**OT after 40 hours per week**

**The project DOES NOT contain a *project labor agreement (PLA)*.**

Should a project contain a project labor agreement:

- 1) Union scale may **not** be reflected in the prevailing wage schedule(s)
- 2) Note Article II Section 10 for trucking labor costs

**OVERTIME REQUIREMENTS:**

**Overtime must be paid on hours worked in excess of 40 per week.**

**The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**

**Project Prevailing Wage Decision: U S DOL Highway MN170001 01/06/2017**

**State of Minnesota Region 1 Highway-Heavy 01/17/2017**

**State of Minnesota Region 1 Truck Rental Rates 01/25/2016**





**CITY OF DULUTH**  
**PERFORMANCE BOND**

KNOW ALL MEN BY

THESE PRESENTS: That we:

\_\_\_\_\_  
(contractor's name)  
(hereinafter called the "Contractor") located at: \_\_\_\_\_

\_\_\_\_\_  
(contractor's address)

and \_\_\_\_\_  
(surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

\_\_\_\_\_  
(surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or performance of the contract,
- C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the

enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety's liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and

the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_  
Attorney-in-Fact



## ACKNOWLEDGEMENTS

State of Minnesota )  
 ) ss. Principal – Individual  
County of St. Louis )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota )  
 ) ss. Principal – Corporate or Partnership  
County of St. Louis )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota )  
 ) ss. Surety  
County of St. Louis )

Be It Known, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_, came before me personally  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that he/she is the \_\_\_\_\_ (title) of

\_\_\_\_\_  
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by  
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of  
Minnesota showing that it is authorized to contract as a surety; and said

\_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

### APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Assistant City Attorney Duluth MN

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Finance Director Duluth MN



**CITY OF DULUTH**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we:

\_\_\_\_\_  
(contractor's name)  
(hereinafter called the "Contractor") located at: \_\_\_\_\_

\_\_\_\_\_  
(contractor's address)

and \_\_\_\_\_  
(surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

\_\_\_\_\_  
(surety's address)

are held and firmly bound unto the City of Duluth (hereinafter called the "Owner"), for the benefit of persons furnishing labor and materials for the contract set forth below, in the penal sum of

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the payment of all labor and materials supplied by any person in the performance of a written contract for the purpose of:

\_\_\_\_\_  
according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall make payments, as they may become due, to all persons supplying "labor and materials," as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
- B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said City, but any person furnishing "labor and materials," as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By  
Attorney-in-Fact

## ACKNOWLEDGEMENTS

State of Minnesota)  
County of St. Louis) ss. Principal – Individual

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota)  
County of St. Louis) ss. Principal – Corporate or Partnership

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

State of Minnesota)  
County of St. Louis) ss. Surety

Be It Known, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_, came before me personally  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that he/she is the \_\_\_\_\_ (title)  
of \_\_\_\_\_

\_\_\_\_\_  
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by  
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of  
Minnesota showing that it is authorized to contract as a surety; and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

### APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Assistant City Attorney Duluth MN

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Finance Director Duluth MN



## **City of Duluth Indemnification & Insurance Requirements**

### **INDEMNIFICATION CLAUSE**

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

### **INSURANCE**

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
  - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
  - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
  - (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
  - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
  - (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.

- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

PRE-2004 CG 2010

- A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

\*\*\*\*\*

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth MN 55802	30

# CONTRACTOR & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the **CITY OF DULUTH**, a municipal corporation, hereinafter referred to as the "CITY," party of the first part, and **Contractor, address**, hereinafter referred to as the "Contractor," party of the second part;

WITNESSETH: That the Contractor and the City agree as follows:

1. The following shall be deemed to be part of this contract:
  - a. The annexed resolution and legal advertisement of the City Council.
  - b. The bid request and specifications, as modified by irreconcilable language in this written contract.
  - c. The bid by Contractor, as modified by irreconcilable language in this written contract.
  - d. The performance bond and payment bond certification.
  - e. All provisions of law applicable to a contract of this nature.
2. The Contractor agrees to furnish and deliver to the **Department** all labor, supervision, material, equipment, supplies, insurance, performance bond, payment bond and everything else necessary for general construction of **Project** at **location**, all in strict accordance with plans and specifications prepared by **design co. or city architect**, your bid of \$ and **resolution no. passed on date**. Contractor shall not commence performance of any work under this contract until Contractor receives authorization from the City's Purchasing Agent in writing and dated.
3. The City agrees to pay progress payments and make final payments to the Contractor as stated in the contract specifications. The total amount payable under this contract shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment or change order. Payments under this Agreement shall be made from the following **funding** and **RQ no**. Due to the dollar amount of this contract, a Project Labor Agreement **is or is not** included as part of this contract (City Code Section 2-29).
4. The Contractor shall furnish and maintain in full force and effect until this contract is completely performed by the Contractor, a performance bond and payment bond if and when required by law, or if and when required by the City.
5. Inasmuch as this contract concerns work, materials and equipment needed for the public benefit, the provisions of this contract relating to the time of performance and completion of work and delivery of materials or equipment are of the essence of this contract.
6. The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract.



Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

## 7. Insurance

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in Paragraph 6 above, subject to provisions below.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

- (5) The use of an “ACORD” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.
8. No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with this contract. If this contract is not made in conformity with mandatory provisions of any statute or of the ordinances and charter of the City of Duluth, the Contractor agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract.
9. The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it, or any part thereof, without the consent of the City, evidenced by a resolution duly adopted by the City Council. The prohibition contained in this paragraph shall not be deemed to prevent the contractor from subcontracting. Contractor shall remain primarily responsible for all work performed by any subcontractor.
10. The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, Contractor will not discriminate by reason of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
11. The Contractor agrees that Contractor shall not in any manner discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance or work under this contract on account of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

12. The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the City or the state auditor for six years from the date of final payment under this contract.
13. This contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited for any failure to perform any terms or conditions of this contract including but not limited to any violation of the terms or conditions of Section 10 or 11 of this contract.
14. Any waiver by any party of any provision of this contract shall not imply a subsequent waiver of that or any other provision.
15. This contract is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis, County, Minnesota, and the parties to this Agreement waive objection to the jurisdiction of this court, whether based on convenience or otherwise.
16. This Agreement constitutes the entire agreement between the City and the Contractor on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the City and the Contractor. The Contractor agrees that no representations or warranties made by the City shall be binding upon the City unless expressed in writing herein.
17. This Agreement shall not be in force and effect, or in any way binding upon the City until the same shall have been approved by the Department Head, signed by the Mayor, attested by the Clerk, and countersigned by the City Auditor.
18. The Contractor unconditionally guarantees to perform all work pursuant to this contract in a good and workmanlike manner, in strict compliance with the specifications and instructions hereto attached, and to the satisfaction of the City of Duluth.
19. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Countersigned:

**CITY OF DULUTH-Client**

By

\_\_\_\_\_  
City Auditor

Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Department Director

Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Attested this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Approved this \_\_\_\_\_ day of \_\_\_\_\_

**CONTRACTOR/COMPANY**

**Contractor**

By

\_\_\_\_\_  
Assistant City Attorney

Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Company Representative

Its

\_\_\_\_\_  
Title of Representative

Approved this \_\_\_\_\_ day of \_\_\_\_\_



CITY OF DULUTH - PART II -  
SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY, STATE OF MINNESOTA, AND/OR CITY ASSISTED ACTIVITIES  
(revised 4/15/11)

The following conditions take precedence over any conflicting conditions in this Contract.

<u>Section</u>	<u>Title</u>
1	Restrictions on Disbursements, Subcontractors Federal Agency Requirements, Separability, Property
2	Miscellaneous Provisions
3	Definitions
4	Environmental Provisions
5	Contract Compliance
6	Records, Reports and Information, Audits and Inspections
7	Conflict of Interest and Lobbying
8	Labor Standards - Physical Improvement Projects
9	Minnesota Department of Transportation Specification 1960 Partial Payments
10	Housing and Urban Development (HUD) Section 4010
11	Equal Opportunity and Affirmative Action
12	Employment Opportunities - "HUD Section 3"
13	Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA
14	Forms

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**E-Mail Addresses**

**For ease in communication, the e-mail address of the person(s) responsible for preparing certified payroll reports (CPRs) is required from the prime contractor and all subcontractors (regardless of tier). This information will be provided to the project engineer prior to the pre-construction meeting OR with materials required in the Letter of Intent.**

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**Section I**

**Restrictions on Disbursements**

No money under this Contract shall be disbursed by the City to any Contractor except pursuant to a written contract which incorporates the applicable PART II, Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities, and unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.

**Subcontractors**

(A) The Contractor shall include in any subcontract the clauses set forth in the PART II, Supplementary General Conditions for Federally, State of Minnesota and/or City Assisted Activities in their entirety and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(B) The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

**Federal Agency Requirements**

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

**Separability**

If any provisions of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**Property**

Acquisition, use, and disposal of all property, materials and goods acquired as a result of activities made possible by this Contract shall be accomplished in accordance with the applicable provisions of Federal Management Circular (FMC)-74-7, as amended.

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**Section 2**

**Miscellaneous Provisions**

(A) **Copyrights.** In the event this Contract results in a book or other copyrightable material, the author is free to copyright the work, but Federal Agency and the City reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all copyrighted material and all material which can be copyrighted.

(B) **Patents.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the Federal Agency and the City for determination by the Federal Agency as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interests.

(C) **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract on any partisan political activity, or to further the election or defeat of any candidate for public office.

(D) **Lobbying Prohibited.** None of the funds under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the City.

(E) **Prohibition of and Elimination of Lead-Based Paint Hazard.** Notwithstanding any other provision, the Agency and Contractor agree to comply with the regulation issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including paint, pursuant to which such Federally assisted construction or rehabilitation is performed shall include appropriate provisions prohibiting the use of lead-based paint.

(F) **Architectural Barriers Act.** The design for and construction of any facility funded in whole or in part by this Contract shall be in conformance with the American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped, Number A-117.1-1971, as modified.

(G) **Relocation and Acquisition.** Any relocation or acquisition resulting from activities funded in whole or in part by this Contract shall be in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (40 U.S.C. 4601) and the implementing regulations 24CFR Part 42.

(H) **Prohibition Against Payments of Bonus or Commission.** The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal Agency approval for such assistance, or Federal Agency approval of applications for additional assistance, or any other approval or concurrence of a Federal Agency required under this Contract, Federal Law or Federal Regulations thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

(I) **Hatch Act.** Where applicable, the Contractor will comply with the provisions of the Hatch Act which limits the political activity of the Contractor's employees.

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### **Section 3**

#### **Definitions**

(A) City means the City of Duluth, Contracting Officer, or other persons authorized to act on behalf of the City of Duluth.

(B) Contracting Officer is the delegated representative of the City who has the responsibility for administering the Project.

(C) Contractor means an entity, whether public or private, which furnishes (other than standard commercial supplies, office space or printing services) to the City, products, services or supplies as described in this project Contract.

(D) Federal Agency means the United States, the District of Columbia, and any executive department, independent establishment, administrative agency, or instrumentality of the United States or of the District of Columbia, including any corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or by any of the foregoing departments, establishments, agencies, and instrumentalities. The term Federal Agency shall also include the person or persons authorized to act on behalf of said Federal Agency.

(E) Project means the activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of the City and Contractor.

(F) Subcontractor means an entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.

(G) The term labor standards, as used in the Contract, means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in 20 CFR 5.1.

(H) Work means all labor necessary to produce the construction required by the Contract Documents, all materials and equipment incorporated or to be incorporated in such construction, products, services, or supplies required by the Contract Documents, or any other requirements set forth in the Contract.

(I) Additional Definitions, that are applicable to the Labor Standards provisions - Section 8 - of this Contract can be found in 29CFR5.2 as published by the U.S. Department of Labor and said definitions are hereby incorporated by reference into the provisions of this Contract.

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### **Section 4**

#### **Environmental Provisions**

(A) The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth by the Council on Environmental Quality (CEQ) under provisions of the National Environmental Policy Act (NEPA) (Pub. L 91-190, 42 U.S.C. 4321 et seq.), Executive Order 11514, and 40 CFR Part 1500.

(B) **Historic Properties.** The Contractor agrees to follow the regulations, requirements, policies, goals, and procedures set forth under provisions of the National Historic Preservation Act of 1966 (Pub. L. 89-665); Preservation of Historic and Archeological Data Act of 1974 (Pub. L. 93-291); Executive Order 11593; 36 CFR , Part 800 and applicable State legislation or regulations.

(C) **Coastal Zones and Wetlands.** The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth under provisions of the Coastal Zone Management Act of 1972 (Pub. L. 92-583) and applicable State legislation or regulations.

(D) **Noise.** The Contractor agrees to comply with provisions set forth in the U.S. Department of Housing and Urban Development Handbook 1390.2, Noise Abatement and Control, Department Policy, Responsibility and Standards, 1971.

(E) **Flood Plain.** The Contractor agrees to comply with the provisions set forth in the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and implementing regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program, Executive Order 11296, and Executive Order 11988 relating to the evaluation of flood hazards.

(F) **Air Quality.** The Contractor agrees to comply with provisions set forth in the Clean Air Act (Pub. L. 90-148) and Clean Air Act Amendments of 1970 (Pub. L. 91-604); and applicable U.S. Environmental Protection Agency implementing regulations.

(G) **Water Quality.** The Contractor agrees to comply with the provisions set forth in the Federal Water Pollution Control Act (Pub. L. 92-500) and applicable U.S. Environmental Protection Agency implementing regulations, and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

(H) **Wildlife.** The Contractor agrees to comply with the provisions of the Fish and Wildlife Coordination Act (Pub. L. 85-264).

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### **Section 5**

#### **Contract Compliance**

(A) In the event of the Contractor's noncompliance with the provisions of this Contract or with any of the said regulations, the City may withhold payment(s) until evidence of compliance by the Contractor has been demonstrated, or the Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

(B) In the event the Contract is terminated or canceled as a result of noncompliance with any of the provisions of this Contract, the City may subject to bids the remainder of the Project for which this Contract was made. The City shall have the right upon termination or suspension to withhold all further payments under this

Contract to the Contractor. Upon the award of a new contract for the remainder of the Project, the City shall pay to the Contractor an amount no more than the balance remaining due to the Contractor less the sum of the costs incurred by the City which are necessary in preparing the new bid specifications. In the event the amount paid the Contractor prior to the date of termination or cancellation exceeds the full amount of this Contract less the cost of the new contract and the additional costs mentioned above, the Contractor agrees to reimburse the City for such excess amount within ninety days after the new contract is awarded by the above procedures.

(C) Provisions contained in subparagraph (A) and (B) above shall not be interpreted as precluding any authorized Federal, State, or County governmental unit from exercising their legal administrative or other responsibilities in respect to the enforcement by said governmental units of laws or regulations concerning activities of the Contractor.

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## **Section 6**

### **Records**

(A) **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the Federal Agency or the City with respect to all matters covered by this Contract. Except as otherwise authorized by the Federal Agency, such records shall be maintained for a period of three years after receipt of final payment under this Contract.

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

### **Reports and Information**

At such times and in such forms as the Federal Agency or the City may require, there shall be furnished to the Federal Agency or the City such statements, records, data and information as the Federal Agency or the City may request pertaining to matters covered by this Contract.

### **Audits and Inspection**

At any time during normal business hours and as often as the City, the Federal Agency and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Federal Agency and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the City, the Federal Agency and/or representative of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

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## **Section 7**

### **Conflict of Interest and Lobbying**

(A) **Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City, or its designees or agents, or member of the governing body of the City, during his/her tenure of for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Any contract in which any of the above indicated individuals becomes directly or indirectly, interested, personally or as a member of a firm, or as an officer, director, or stockholder of a corporation, shall be and become absolutely void; and any money which shall have been paid on such contract by the City may be recovered back from any or all persons interested therein, by a joint action or several actions.

(B) The Contractor agrees that he will incorporate into every contract required to be in writing the following provisions: **Interest of Contractors and Employees** - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of this Contract, and no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Federal Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede any statutory requirements that opportunity be provided for employment of and participation by certain residents of a designated geographical area, if applicable.

(C) **Interest of Member or of Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(D) The Contractor by signing this document certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the terms of this Contract.

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## **Section 8**

### **Labor Standards - Physical Improvement Projects**

Where applicable, there shall be included in all construction, rehabilitation, alteration or repair contracts with private entities made possible by or resulting from this Contract, the following Labor Standards provisions;

(A) **General Requirements.**



(1) **Subcontracts.** The Contractor shall include in any subcontract the clauses set forth in Section 8, **Labor Standards**, in their entirety and also a clause requiring the subcontractors to include these clauses in any Tower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(2) The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the Employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these **Labor Standards** provisions are applicable.

(3) No person under the age of eighteen years shall be employed on work covered by this Contract.

(4) In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1955 (18 U.S.C. 4082 (c) (2)) and Executive Order 11755, December 29, 1973.

(5) The Contractor will permit authorized representatives of the Federal Agency and the City to interview employees during working hours on the job.

(6) No employee to whom the wage, salary, or other **Labor Standards** provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the Labor Standards applicable under this Contract to his employer.

(B) **Safety Standards.** No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic, including apprentices and trainees, employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor. The Contractor or subcontractor comply with all the rules, regulations, and relevant orders, promulgated by the Secretary of Labor pursuant to Public Law 91-54.

(C) **Davis-Bacon Act - 29 CFR 5.5**

web site: [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr5\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr5_main_02.tpl)

Refer to Section 10, Page 10 Housing and Urban Development (HUD) form-4010 (06/2009) Ref Handbook 1344.1

**City of Duluth "Mini Davis-Bacon"**

(D) **City of Duluth - Minimum Wage Ordinance 8940, as Amended.**

(1) On a project (as defined below) funded in whole or in part by federal and/or state funds and/or city of Duluth funds, these local provisions shall prevail in those instances where the requirements of the local provisions are equal to or greater than similar minimum labor standards provisions as set forth in applicable federal and/or state laws and regulations.

(2) In all contracts in excess of \$2,000 for projects (as defined below), the Contractor's particular attention is called to Ordinance 8940, effective June 8, 1989, respectively coded as Article IV of Chapter 2 of the Duluth City Code, and entitled "An Ordinance Pertaining to Wages and Working Hours of Persons on Public Works in the City of Duluth", as set forth below:

(3) **Definitions.**

For the purposes of this section the following words and phrases shall have the meanings respectively ascribed to them in this section:

(a) **Basic hourly rate** - The hourly wage paid to any employee.

(b) **Prevailing wage rate** - The basic hourly rate plus fringe benefits prevailing in the city of Duluth as determined by the United States secretary of labor pursuant to the Davis-Bacon act, as amended; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the prevailing basic hourly rate plus fringe benefits of such workers differs from the amount determined by the secretary of labor, the certified rate shall be considered to be the prevailing wage rate for such class of workers in that industry.

(c) **Fringe benefits** - Employer contribution for health and welfare benefits, vacation benefits, pension benefits, and all other economic benefits other than the basic hourly rate.

(d) **Apprentice** - An employee who is working under a training program which is approved either by the U.S. Department of Labor Bureau of Apprenticeship & Training or the Minnesota Director of Voluntary Apprenticeship; see apprentice ratios on pages 6-7 and HUD 4010 in Section 10.

(e) **Trainee** - An employee registered with the U. S. Department of Labor Employment & Training Administration; see HUD 4010 in Section 10.

(f) **Project** - Erection, construction, demolition, painting, remodeling or repairing of any public building, highway, sidewalk, bridge, water or gas line, sewer and sewage treatment facility or other public work performed under contract with the city.

(g) **Labor, mechanic** - All persons utilized, employed or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

(4) **Wage Rates and Hours for City of Duluth Projects.**

(a) Any contract which provides for a project of estimated total cost of over \$2,000.00 shall contain a stipulation that no laborer, mechanic or apprentice-trainee employed directly upon the project work site by the contractor or any subcontractor shall be permitted or required to work at a rate of pay less than the prevailing wage rate; nor shall any such employee be permitted or required to work more than 8 hours in any work day **OR** 40 hours in any work week unless he is paid at a rate of at least 1½ times the basic hourly rate for all hours in excess of 8 per day **OR** 40 per week [in other words: all hours in excess of eight per day and all hours after 40 per week] and unless he receives fringe benefits that are at least equal to those in the prevailing wage rate; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the maximum number of hours that such persons may work under existing labor agreements before overtime wages must be paid differs from the hours specified in this paragraph, the maximum number of hours specified in such labor agreements shall be substituted for those specified above in applying the provisions of this paragraph to such workers.

(b) The word "or" in the state statute and the city of Duluth Code refers to the number of hours worked in any one week or, in the alternative, the number of hours worked in any one day in the week (the days in one week being totaled for reporting purposes); the law requires use of the alternative which results in the higher number of overtime hours for each employee whose time is being reported.

**EXCEPTIONS:** Federal government funding only and HUD (Housing and Urban Development) funding - see point "e"

In summary, if a project is solely funded with city of Duluth monies, city ordinance 8940 as amended allows the employees to work four ten-hour days and be paid at the regular hourly rate for those ten hours; exceeding hours must be paid at the overtime rate. An employer may not withhold overtime payment exclusively until 40 hours per week have been worked. Daily overtime must be paid as it is earned.

- **The base workweek hours must be clearly indicated on each payroll. Employees may be assigned a different workweek; however, that must be clearly marked beside the employees' names.**

The following are examples of how these rules apply to different situations.

- TT refers to the total time worked on the day or in the week
- RT refers to the hours worked at the regular rate of pay (straight time)
- OT refers to the hours worked for which overtime must be paid

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	10	10	10	10	0	6	46		10	10	10	10	0	6	46
RT	8	8	8	8	0	6	38		10	10	10	10	0	0	40
OT	2	2	2	2	0	0	8		0	0	0	0	0	6	6

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	0	10	10	0	7	0	27		10	0	12	0	0	0	32
RT	0	8	8	0	7	0	23		10	0	10	10	0	0	30
OT	0	2	2	0	0	0	4		0	0	2	0	0	0	2

#### c) **Overtime Calculations**

Minnesota Statutes Chapter 177.42, subd 4 specifies that the prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week (as stated above in (b)), the City of Duluth does allow for ten hours per day/40 hours per week with City funding *only*. **Example: hours exceeding eight per day are paid at 1.5 times the rate in the contract's wage decision OR the base rate the employee is being paid if it is higher than the required base rate; once 40-hours in any one week are attained, all hours exceeding that 40 are paid at 1.5 times the rate in the project contract's wage decision.** See example (1) and (2) below.

Minnesota Statutes Chapter 177.42, subd 5 defines the hourly basic rate as the hourly wage paid to any employee. (subd 6): The prevailing wage rate means the hourly basic rate of pay plus the contribution for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit paid to the largest number of workers engaged in the same class of labor within the area...

Minnesota Statutes Chapter 177.43, subd 1 (1) ...employees are permitted to work more hours than the prevailing hours of labor [being] paid for all hours in excess of the prevailing hours at a rate of at least 1-½ times the hourly basic rate of pay. (2) A laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

An employer may pay a lower **regular time/straight time** hourly rate and higher fringe benefit rate--to a bona fide plan--than stated in the contract's wage decision providing the total of the two rates is equal to or greater than the total in the wage decision; however, the **OVERTIME rate** must be paid on the higher rate in the contract's wage decision.

##### **(1) Overtime Calculation with Fringe Benefits Paid to Bona Fide Plans**

For overtime purposes, an employer paying higher fringe benefits to a bona fide plan and paying a lower hourly rate **MUST** calculate the overtime on the higher hourly rate as stated in the project contract's wage decision. The fringe benefit amount may be reduced to reflect any increase in the total prevailing wage package IF the plan administrator permits such a reduction. This acceptance must be verified in writing by the plan administrator and attached to the appropriate certified payroll report.

##### **(2) Overtime Calculation with Cash Payment of Fringe Benefits**

When the fringe benefit is paid directly to an employee, the prevailing base rate and the fringe benefit rate as established in the project contract's wage decision for a specific classification are totaled to arrive at the hourly rate. *Overtime is calculated at 1.5 x the base rate of the wage decision with the fringe benefit amount added to that rate: base rate of the wage decision x 1.5 + fringe benefit rate = overtime rate.*

##### **Contract Work Hours and Safety Standards Act**

[Refer to page two of this document.] All projects valued at \$100,000 or greater are subject to this Act. As with Minnesota Statutes Chapter 177.43, the overtime rate is calculated as in items one and two above OR (e) below.

- (d) A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U. S. Department of Labor or the Minnesota Department of Labor & Industry is less than the worker's normal hourly wage [Minnesota Statute 181.03 subdivision 1(2)].

(e) **Regular Time & Overtime Definitions**

- **State of Minnesota** funded projects with or without federal funding *only allow for five eight-hour days per week at regular time*. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **City of Duluth** funded projects do permit four ten-hour work days at regular time--see point 4-a, b for stipulations. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision--OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **Federal** funded only projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.
- **HUD** funded projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.

\*\* When a combination of funding sources are included in any one project, the most strict requirements will apply.

- (f) The minimum hourly prevailing wages are contained in each project specification. When both federal (general decision rates from the U. S. Department of Labor) and State of Minnesota prevailing wages for state funded construction projects from the Minnesota Department of Labor and Industry are used, the prime contractor and all subcontractors including trucking operations, are required to pay the higher of the two wages for all laborers and mechanics [MnDOT Contract Administration Manual, Section 5-591.320].
- (g) The prime contractor and any lower-tier subcontractor shall review all wage decisions and compensate a worker according to the type of work performed and at the rate that is the greatest.
- (h) State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.
- (i) **Mn/DOT Statement of Compliance is required on all city of Duluth construction projects (regardless of the project funding source) with each weekly certified payroll report.** web site: <http://dot.state.mn.us/const/labor/forms.html>
- (j) All contracts for city projects shall have applicable schedules of prevailing wage rates set forth in the contract. Schedules of applicable prevailing wage rates shall be posted on all project job sites for public review and shall be protected from the weather.
- (k) Employees on projects shall be paid at least **weekly**. Fringe benefits shall be paid either in cash or to an employee benefit plan that has been approved by the U.S. Department of Labor. ■ **The fringe benefit package is an integral portion of the prevailing wage. Should the prime contractor or any subcontractor (regardless of tier) become delinquent with any fringe benefit plan administrator's requirements for monthly payment, the monthly estimate(s) may be withheld until the plan payments are made current.** (city ordinance 8940 6-18-89 plus amendments)  
See MnDOT Specification 1906 on page nine and Section 5 of this document: Contract Compliance.  
See Statement of Compliance and Certified Payroll Report requirements in Section 10, HUD 4010 and web sites in Section 14, Forms.
- (l) Any contractor or subcontractor working on a project shall furnish the City with **original** certified payroll reports with **original signatures** relating to the project. Such certified payroll reports shall be **submitted weekly** on U.S. Department of Labor standard forms (WH-347) or their equivalent--using the same format--to the City of Duluth Labor Standards representative. All City of Duluth funded projects must have the base workweek hours indicated on the certified payroll form and/or beside each employee's name (should some employees be working different base workweeks).
- (m) No contractor or subcontractor working on a project shall evade or attempt to evade the provisions of this section through the use of non-recognized training programs. The only employees involved in training programs that shall be allowed to work on projects covered by this section shall be apprentice-trainees as defined by this article.
- (n) Any person violating the provisions of this section shall be guilty of a misdemeanor with each day of violation constituting a separate offense. In addition, if the prevailing wage rate and accompanying fringe benefit rate is not paid to employees working on a project, the City of Duluth may withhold contract payments to the prime contractor until such deficiencies are corrected. Should fringe benefits be paid to authorized Plans, the payments must be made within the demands of those Plans. Delinquencies may result in withholding of project funds to the prime contractor.
- (o) This section shall not apply to contracts for projects where the total cost of the project is less than \$2,000.00; nor to materialmen who do no more than deliver materials to the work site, except that this section shall apply to employees who deliver asphalt, concrete or mineral aggregate such as sand, gravel or stone where such material is incorporated into the project by depositing the material substantially in place, either directly or through spreaders, from the transporting vehicle.

(5) **Helpers**

A helper may perform work *only* if the helper classification is specified and defined in the federal wage decision and/or State of Minnesota wage decision incorporated into the project contract. Without such a helper classification, the contractor must assign a job classification that is the "same or most similar" [Minnesota Statute 177.44, subdivision 1] and compensate the helper for the actual work performed regardless of the helper's skill level.

(6) **Apprentice Ratios**

Journeyworkers must be on site with the apprentices and their hours must match.

**FUNDING SOURCE:**

**City of Duluth and State of Minnesota with or without Federal funding**

- Apprentices are not permitted to work alone under any circumstances.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
  - » Example: carpenter foreman and carpenter apprentice
- Ratios are determined by the trade's labor agreement.
- In the absence of ratio language, the following State of Minnesota apprenticeship ratios will be applied:  
(apprentice : journeyworker)      1:1   2:4   3:7   4:10, etc.

- Employees working in excess of the allowable ratio must be paid the full journeyworker compensation.
- Out-of-ratio apprentices will be calculated beginning with the **apprentice at the highest level of training** and, then, to less senior apprentices in their rank order.
- Should two or more out-of-ratio apprentices have the same level of training, whomever was on the work site first will receive journeyworker pay; if the apprentices at the same level of training began work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among those apprentices.

Examples:

Four apprentices working unsupervised are on site. [4:0]  
Ratio calls for four apprentices and ten journeyworkers [4:10]

Correction: all apprentices will receive the full journeyworker compensation as apprentices are not permitted to work alone.

Three apprentices and two journeyworkers are on site. [3:2]  
Ratio calls for three apprentices and seven journeyworkers [3:7]

Two journeyworkers may accompany only one apprentice; therefore, the two highest level apprentices are paid the full journeyworker compensation.

Even though this particular job has three apprentices—the second journeyworker is a mute point; a third journeyworker would also be a mute point in this example.

Correction: the two highest level apprentices are paid the full journeyworker compensation and the third lower level apprentice is considered in ratio.

**H U D (CDBG) and Federal funding only**

- Apprentices are not permitted to work alone unless the U. S. Department of Labor-approved agreement allows that practice.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
  - » Example: electrician foreman and electrician apprentice
- Ratios are determined by the trade's U. S. Department of Labor-approved agreement.
- In the event of the absence of ratio language in the applicable agreement, the Minnesota Department of Labor ratio of one apprentice for the first journeyworker and one apprentice for each three journeyworkers thereafter will be applied, (i.e., 1:1, 2:4, 3:7, 4:10, etc.).
- The **legal apprentices are those who first came to work on the job site**; in the event that all apprentices begin work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among the apprentices.
- Time cards will be required to substantiate the start times.
- Employees working in excess of the allowable ratio—or for which U. S. Department of Labor-apprentice agreement/certificate is not provided—must be paid the full journeyworker compensation.

Examples:

Four apprentices and one journeyworker are on site. [4:1]  
Ratio calls for four apprentices and ten journeyworkers. [4:10]

The first apprentice on site is considered in ratio as one journeyworker may only accompany one apprentice [1:1]; this particular job has four apprentices.

Correction: the second through the fourth apprentices coming on site are paid the full journeyworker compensation.

Six apprentices and two journeyworkers are on site [6:2]  
Ratio calls for six apprentices and sixteen journeyworkers [6:16]

The first apprentice on site is considered in ratio as two journeyworkers may only accompany one apprentice; this particular job has six apprentices—the second journeyworker is a mute point.

Correction: the second through sixth apprentices coming on site are paid the full journeyworker compensation.

**(7) Poster Boards**

The prime contractor must construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100% complete. Posters must be protected from the weather. Prime contractors are not allowed to place a poster board at an off-site facility location.

**(8) Trucking Issues**

a) For the purpose of sections seven and eight, the term “owner” includes all persons having an ownership interest in the trucking entity or a partnership interest in the trucking entity and has a legal and rightful title to the vehicle(s) or has an approved lease on the vehicle(s). “Operate” means the owner either physically drives the vehicle or hires another to physically drive the vehicle; yet, maintains the right to direct the day-to-day operations of the vehicle.

b) Trucking Operations Definitions: See MN Rule 5200.1106 web site: <https://www.revisor.mn.gov/rules/?id=5200.1106>

Independent Trucking Operator: an individual or partnership who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project. The individual owns or leases and drives the equipment, is responsible for the maintenance of the equipment, bears all operating costs, determines the details and means of performing the services, and enters into a legally binding agreement that specifies the relationship to be that of an independent contractor and not that of an employee.

Multiple Truck Operations: any legal business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. The owners of a trucking firm may either drive the vehicles or hire employees to drive the vehicles. Employee drivers are subject to the appropriate prevailing wage rate. The owner driving a vehicle is obligated to account for the value of his/her services as a driver at the appropriate prevailing wage.

Partnerships: a legal business entity where two or more individuals hold vehicles under lease and contract those vehicles and their services to an entity which provides construction services to a public works project. The partners own or lease the equipment, are responsible for maintenance and all operating costs, drive the equipment, determine the details and means of performing the services, and enter a legally binding agreement that specifies the

relationship to be that of a partner and not that of an employee. All partners are subject to the appropriate prevailing wage per city of Duluth ordinance 8940 as amended.

Corporation: any legal business entity that owns or leases vehicles to provide construction services to public works projects. All individuals are employees of the corporation and subject to the appropriate prevailing wage regardless of title or position.

Broker: an individual or firm who (activities include, but are not limited to):

- contracts to provide trucking services [equipment and driver] in the construction industry to users of such services, such as prime contractors and various subcontractors of the prime;
- contracts to obtain services from other trucking operations and dispatches them to various assignments;
- receives payment from the users (such as prime contractors and various subcontractors) in consideration for the trucking services provided; and
- makes payment to the providers (trucking operations so contracted with) for their services.

(9) **Specific documentation from trucking operations.**

Independent Trucking Operators

The owner/operator of a truck must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for each truck the owner/operator drives on each construction project *before commencing work on that project*. These documents must be sent to the prime contractor who will then forward the material to Labor Standards, Engineering Division at the City of Duluth.

Multiple Truck Operators

Weekly certified payrolls and payment of corresponding prevailing wages plus the fringe benefit package will be required for each project where trucks are operating. This covers the owner plus all employees performing work on the project.

Partnerships

Weekly certified payrolls and payment of corresponding prevailing wages plus fringe benefit packages will be required for each project where trucks are operating. This covers all partners of the organization who perform work on the project.

Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly certified payroll. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates or licenses have expired.

Employees of the partnership are always reported on a weekly certified payroll and paid the appropriate prevailing wage plus fringe benefit package for the work being performed.

Corporations

All persons employed by the corporation are subject to receive payment of the prevailing wage plus the fringe benefit package for the work performed on a project regardless of title or position. Weekly certified payrolls must be submitted for all work performed on the project.

Brokers

**Truck ownership** and a **bonafide contract** between the broker and another trucking operation, a prime contractor, or a subcontractor must be identified. Paperwork must be submitted with the month end trucking report to the city of Duluth Labor Standards representative - Engineering. Certified payrolls are not required when the above documentation is provided and approved.

(10) **Month End Trucking Report - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

The Minnesota Department of Transportation Month End Trucking Report Form A and Form B plus Minnesota Department of Transportation Month End Trucking Report Statement of Compliance are *only required on state funded projects*.

A guide for completing the forms including definitions and the reports, themselves, may be downloaded from:

[www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)

Payment to the prime contractor may be withheld until documentation is received and approved.

(11) **Truck Rental Rates - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

Truck rental rates are listed in the prevailing wage section of the project specifications.

(12) **Minnesota Rules 5200.1105 and 5200.1106**

These rules are incorporated into this supplementary general conditions part II by reference and are found on these web sites:

[www.revisor.mn.gov/rules/?id=5200](http://www.revisor.mn.gov/rules/?id=5200)

(13) **Truck Axles** web site: <https://www.revisor.mn.gov/rules/?id=5200.1100>

Per Minnesota Rules 5200.1100 Master Job Classifications, a truck "unit" refers to all axles including the steering axle. A tag axle is also counted as one of the axles. Examples: four rear axles plus one steering axle = five axles total      one rear axle plus one steering axle = two axles total

(14) **Non-Compliance and Enforcement**

- a) The prime contractor shall be liable for any unpaid wages to its workers or those of its lower-tier subcontractors, trucking companies/Multiple Truck Owners (MTO's) and/or Independent Truck Owner/Operator (ITOs) [MnDOT Standard Specifications for Construction, Section 1801].
- b) See Section 9, MnDOT Specification 1906 Partial Payments and Section 5, page two of this document.
- c) City of Duluth ordinance 8940 as amended.

(15) **IC-134 form - Withholding Affidavit for Contractors**

The IC-134 form will be required from all Multiple Truck Operators, Partnerships, and Corporations performing trucking services on a project before the retainage or all remaining funds can be released. Web site for completing form online: [www.mndor.state.mn.us](http://www.mndor.state.mn.us)

The form, itself, is found at: [www.taxes.state.mn.us/Forms\\_and\\_Instructions/ic134.pdf](http://www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf)

(16) **Owners, Supervisors, Foremen listed on certified payrolls.**

All persons working on a City of Duluth project including owners, partners, supervisors, salaried persons, and working foremen who perform laborer and/or mechanic work shall be reported on the weekly certified payroll reports including all data required of any laborer or mechanic. (ordinance 8731, 6/24/85 and 8940 as amended).

(17) **Supporting documentation.**

At his/her discretion, the City of Duluth employee responsible for prevailing wage labor standards may demand proof of payment of the prevailing wage which may include copies of a payroll register, itemized time sheet and matching cancelled check, or any other supporting documents as stipulated. Payment to the prime contractor may be withheld until documentation is received and approved.

(18) **Kickbacks from Public Works employees prohibited.**

No contractor working on a project or other person shall, by force intimidation, or threat of termination of employment, cause any employee working on a project to give up any part of the compensation to which he is entitled under his contract of employment.

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**Section 9**

**Minnesota Department of Transportation Specification 1906 Partial Payments  
Process For "Withholding Contract Monies" and "Default and Termination of a Contract" 11/5/04**

Mn/DOT Specification 1906 Partial Payments describes the Commissioner's authority to withhold funds to protect the Department's interests. In addition, Specification 1808 Default and Termination of a Contract describes the Commissioner's authority to take the prosecution of the work out of the hands of the Contractor.

Additionally, on projects funded in whole or part with federal funds and in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", incorporated into federal aid contracts, the Contracting Officer may, after written notice to the Contractor, 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.

However, the Department must give the Contractor, and its Sureties due notice prior to exercising these authorities. The withholding of contract funds, in accordance with Specification 1906 or the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", should be implemented as soon as a possible prevailing wage violation is recognized. However, Default and Termination of a Contract, in accordance with Specification 1808, should only be exercised as a "last resort" if the Contractor is not willing to comply.

**Definitions**

(Mn/DOT Standard Specifications for Construction 2000 Edition, Section 1103)

**Commissioner:** The Commissioner of the Minnesota Department of Transportation, or the chief executive of the department or agency constituted for administration of Contract work with its jurisdiction.

**Contractor:** The individual, firm or corporation Contracting for and undertaking prosecution of the prescribed work; the party of the second part to the Contract, acting directly or through a duly authorized representative.

**Department:** The Department of Transportation or the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the Contract work within its jurisdiction.

**(Form 1273 - 29 CFR, Part 5.1, Definitions)**

**Contracting Officer:** The individual, a duly appointed successor or authorized representative who is designated and authorized to enter into Contracts on behalf of the Federal Agency and/or the City of Duluth.

**Important Considerations**

1. Upon completion of the work under a contract, the department should consider issuing the final voucher as soon as possible. Failure to finalize a contract expeditiously could result in subsequent claims that would prevent the department from finalizing the contract. However, before the issuance of the final voucher, the department must be able to ensure that the terms of the contract have been satisfied. Failure on the part of the department to ensure compliance could result in the Mn/DOT state aid division retaining funds from the department in accordance with *Minnesota Rules 8820.3000, subpart 5*.
2. On every contract, the department should withhold the final retainage in accordance with the following guidelines: (1) if the total amount of the contract is \$1,000,000 or more, the department should retain funds not more than \$50,000, (2) if the total amount of the contract is less than \$1,000,000, the department should retain 5% of the total contract, (3) retainage should be withheld until the department can ensure that the contractor has met the terms of the contract or until the finalization of the contract.
3. This guide specifies that the department verbally notify the bonding company early in the process. Generally, as a "rule of thumb", notifying the bonding company is usually the "last resort". However, the justification for the early notification is related to the language found in *Minnesota statute 574.31, subdivision 2*, which summarizes that if an individual or the department does not submit a claim on the payment bond within 120 days after the completion of work under the contract, the claim can be denied.

The following are general guidelines that should be followed prior to placing a Contractor in default:

- Step 1: Upon verbal or written notification that a possible prevailing wage violation exists, the Department should give written notice to the Contractor regarding the nature of the claim, along with the Department's intent to withhold monies until the claim is investigated and determined to be in compliance. Additionally, the Department should inform the Contractor that the bonding company has been verbally notified of the claim. Please be aware, the Department should ensure employee confidentiality at all times.
- Step 2: Upon a preliminary determination surrounding the financial extent of the claim, the Department should consider retaining a "reasonable" portion of one or more partial estimates in accordance with Mn/DOT's 2000 Standard Specifications for Construction, Section 1906; or on federal aid contracts, in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding".
- Step 3: If it is determined that the claim is valid, the Department should schedule a meeting with the Contractor and attempt to resolve the matter. If the claim is determined to be invalid, the Department should release any partial estimates that may have been held as a result of the claim. However, the Department should continue to withhold the final retainage in accordance with the above-mentioned: *Important Considerations, 2*.
- Step 4: If resolution cannot be obtained through a meeting, the Department should order the Contractor, in writing, to complete their obligations under the contract. The letter should clearly state the circumstances under which the Department has deemed that the Contractor has not met the terms of the contract. Additionally, the Department should include a reasonable deadline for this obligation to be completed. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 5: In the event that the Contractor does not respond to the Department's written order, the Department should send a similar letter, requesting that the Contractor respond immediately, in writing, regarding the Contractor's intention to comply or not comply with the order. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 6: If the Department still does not get a proper response from the Contractor, the Department should write another letter, addressed to both the Contractor and the Surety, specifying all the facts of the alleged breach, demanding that the Contractor, or its Surety, respond satisfactorily within 10 days or the Department may exercise its authority to Default and Terminate the Contract in accordance within/DOT's 2000 Specifications for Construction, Section



1808. It's important to provide sufficient detail so that the Surety understands the situation. This notification should be sent by certified mail. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.

Step 7: If the Contractor or Surety is unresponsive after 10 days, the Department should consult with their attorney to consider proceeding with Default and Termination of the Contract.

Step 8: Upon termination of the contract, the Department provides a written order to the Surety, requiring the Surety to bring resolution to the prevailing wage violation.

Step 9: The Department places the Contractor on a Non-Responsible Bidder's List and rejects any future awards.

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## Section 10

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

### 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.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall 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) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.

**(iii)** 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

**(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding



journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete; Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C 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 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 Title 29 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 USC 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.

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## **Section 11**

### **Equal Opportunity Laws and Regulations**

(A) In addition to Contract specifications set forth below, the Contractor shall conduct and administer this Contract in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations of 24 CFR Part 135;
- (5) Executive Order 11246, as amended by Executive Order 11375 and 12086 and implementing regulations at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135) and implementing regulations when published for effect;
- (9) The Minnesota Human Rights Act of 1974, as amended (Chapter 363).

### **Equal Opportunity and Affirmative Action**

(A) Contractors and Subcontractors that have a work force in excess of fifty (50) employees and a contract in excess of \$50,000.00 shall prepare and maintain an appropriate affirmative action plan in accordance with the provisions of 41 CFR 60 "Compliance Responsibility for Equal Opportunity".

(B) Non-segregated Facilities. The Contractor shall certify that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, and/or disability because of habit, local custom, or otherwise.

### **General Provisions Against Discrimination**

(A) In all hiring or employment made possible by or resulting from this Contract, there:

- (1) will not be any discrimination against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.
- (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.

(B) No person in the United States shall, on the grounds of race, color, creed, religion, national origin, age, sex, marital status, status with respect to public assistance, and/or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of the Federal Agency effectuating Title VI of the Civil Rights Act of 1966. The Contractor will note this requirement in all solicitations or advertisements for employees. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under these provisions, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor hereby agrees that he will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of these Contract Documents.

(E) The Contractor further agrees that he will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60, with respect to his own employment practices when he participates in federally assisted construction work: **Provided:** That of the Contractor so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract. Also, the Contractor will make his files available to inspection by appropriate government agencies and shall furnish those reports as may be required by said agencies.

(F) The Contractor agrees that he will assist and cooperate actively with the Federal Agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the Federal Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the Federal Agency in the discharge of its primary responsibility for securing compliance.

(G) The Contractor further agrees that he will refrain from entering into any contract or any contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if he fails or refuses to comply with these undertakings, the City or the Federal Agency may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

**Affirmative Action - "Construction Contracts" over \$10,000**

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation (percent)</u>	<u>Goals for female participation (percent)</u>
From April 1, 1980 until revised	3.0	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the City and to the Director of the Office of Federal Contract Compliance Programs; U.S. Department of Labor, ESA/OFCPP, 16<sup>th</sup> Floor, 230 South Dearborn Street, Chicago, Illinois, 60604, within 10 working days of award of any construction subcontract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the contractor and/or subcontractor; employer identification number; estimated dollar amount of the prime contract; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the Contract, the "covered area" is all work under a contract currently held with the City of Duluth, Minnesota.

**Standard Federal Equal Employment Opportunity**  
**Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:

- a) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor; or any person to whom the Director delegates authority;
- b) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- c) "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notices of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitments and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of officers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, national origin, sex, ancestry, age, marital status, status with respect to public assistance and/or disability.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails

to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Affirmative Action for Handicapped Workers**

(applies to contracts in excess of \$2,500)

(A) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(F) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

(applies to contracts in excess of \$10,000)

(A) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

(C) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(D) The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(E) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions, and has so



advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(F) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(G) The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement for that opening.

(H) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(I) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(J) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(K) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(L) The Contractor will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance qualified disabled veterans and veterans of the Vietnam era..

(M) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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## **Section 12**

### **Employment Opportunities - "HUD Section 3"**

#### **General**

These requirements apply to the City of Duluth contracts receiving assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

#### **Type of Covered Projects**

24CFR570.607 (b) of the HUD CDBG Program Regulations state in part "... that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be given to low- and very low-income persons.

#### **Thresholds**

In accordance with the provisions of 24CFR135.3(a) (3) (ii) (A), the requirements of this Section apply to those recipients as defined at 24CFR135.5 when the amount of this contract exceeds \$200,000.

In addition, in accordance with the provisions of 24CFR135.3 (a) (3) (ii) (B), the requirements of this Section apply to any contractor or subcontractor whose contract exceeds \$100,000 as a result of assistance provided under this contract.

#### **Requirements (Section 3 Clause)**

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement, or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

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### **Section 13**

#### **Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA**

##### **General**

Municipalities that receive loan funding must comply with Federal requirements concerning utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). These requirements are designed to encourage the prime contractors to utilize MBEs and WBEs whenever procurement opportunities occur.

##### **Regulation**

40 C.F.R. Section 35.3145(d) Application of other Federal Authorities, M/WBE Requirements

Executive Orders No. 11625, 12138 and 12432 - Promoting the use of M/WBEs

Section 129 of Public Law 100-590 - Small Business Administration Reauthorization and Amendment Act of 1988

Regulations detailed in the EPA's *Cross-Cutting Federal Authorities - Clean Water Act State Revolving Fund Program and Safe Drinking Water Act State Revolving Fund Program*

##### **Implementation**

The "fair share" target percentage participation proposed for this project is 3.5 percent (3.5%) for MBE and 11.5 percent (11.5%) for WBE.

If the Contractor intends to let any subcontractors for a portion of the work, the Contractor shall take affirmative steps to assure that minority and women businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Include qualified minority businesses on solicitation lists.
- b) Assure that minority businesses are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d) Where the requirement permits, establish delivery schedules, which will encourage participation by minority businesses.
- e) Use the services and assistance of the Office of Minority Business Enterprise of the Department of Commerce.

The low bidder will be required to submit to the City of Duluth documentation of his good faith efforts to meet the targeted goals of utilizing MBEs and WBEs.

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### **Section 14 - Forms**

#### **Minnesota Department of Transportation and City of Duluth, Minnesota funded certified payroll forms**

- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)  
[www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)
- Certified Payroll Forms  
<http://www.dol.gov/forms/whd/wh347.pdf>  
use front side only

#### **U. S. Department of Housing and Urban Development and federal government funded certified payroll forms**

- Statement of Compliance Form & Certified Payroll Forms  
<http://www.dol.gov/forms/whd/wh347.pdf>  
(use reverse side for Statement of Compliance form)
- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)  
[www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)

#### **Minnesota Department of Transportation Trucking Requirements**

- Month End Trucking Report Form A and Form B
- Month End Trucking Report Statement of Compliance
- Definitions, instructions, forms:  
[www.dot.state.mn.us/const/labor/forms.html](http://www.dot.state.mn.us/const/labor/forms.html)