

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 SEPTEMBER 27, 2018

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", 2018 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

STATE PROJECT NO. **118-080-063**

MINNESOTA PROJECT NO. **NHFP 6919 (091)**

LOCATION: Rice's Point, Duluth, MN

TYPE OF WORK: Grading, subballast, turnouts, rail, bituminous

LENGTH: 1,316 ft.

STARTING DATE: October 15, 2018

COMPLETION DATE: June 30, 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.

  
\_\_\_\_\_  
Matt Bolf, PE

License Number 43913 Date: September 6, 2018

\*\*\*\*\*  
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 TELEPHONE NO. (651) 296-1796



**To 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, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same

according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the 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.

**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 or 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

### Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Duluth. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Duluth, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



## 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.mi.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.





MINNESOTA DEPARTMENT OF TRANSPORTATION  
NOTICE TO BIDDERS  
SUSPENSIONS/DEBARMENTS

Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

**State Suspensions and Debarments.**

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

**Federal Suspensions and Debarments.**

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the “Search Records” icon.

Next, enter the potential subcontractor or supplier’s name in the “Quick Search” box and click the “search” button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the “Search Records” icon.

Next, click on the “Advance Search – Exclusion” tab.

Next, click on the “single search” icon and a search form will pop up.

Next, go to the “Agency” field on the search page and select “Federal Highway Administration” from the drop-down list.

Next, click the “search” button, and the list of suspended and debarred parties will appear.



**SPECIAL PROVISIONS**  
**S.P. 118-080-063**  
**FED. NO. NHFP 6919(091)**  
**CITY OF DULUTH JOB NO. 1717**  
**SEH NO. DUSPA 144638**  
**SEPTEMBER 2018**

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**Division SP**

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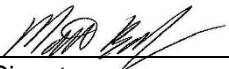
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SEPTEMBER 2018

## 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

\_\_\_\_\_  
Matt Bolf, PE  
Typed or Printed Name

\_\_\_\_\_  
September 7, 2018  
Date

\_\_\_\_\_  
43913  
License No.

**SPECIAL PROVISIONS**  
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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.**

<b>FORM</b>	<b>FUND</b>	<b>WEB SITE</b>
Affidavit of Non-Collusion (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a> <a href="http://www.dol.gov/whd/forms/">http://www.dol.gov/whd/forms/</a>
Certified Payroll Form WH347	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Contractor's Haul Route	All	<a href="http://www.dot.state.mn.us/bidlet/howtobid.html">http://www.dot.state.mn.us/bidlet/howtobid.html</a>
Debarment/Suspension Notice (most current version)	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 Contractor Affidavit - Form	All	<a href="https://www.mndor.state.mn.us/tp/contractoraffidavit/">https://www.mndor.state.mn.us/tp/contractoraffidavit/</a>
IC-134 Contractor Affidavit – Online	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1105">https://www.revisor.mn.gov/rules/?id=5200.1105</a>
MN Rules 5200.1105	All	<a href="https://www.revisor.mn.gov/rules/?id=5200.1106">https://www.revisor.mn.gov/rules/?id=5200.1106</a>
MN Rules 5200. 1106	All	<a href="https://www.revisor.mn.gov/statutes/?id=177">https://www.revisor.mn.gov/statutes/?id=177</a>
MN Statutes 177.41 to 177.44	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Notice to Bidders - Prompt Payment to Subs – CITY (MS 471.425)	All	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
One-Call Instructions	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 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.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Responsible Contractor Certification (MS 16C.285)	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.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>

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<b>FORM</b>	<b>FUND</b>	<b>WEB SITE</b>
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>
MNOPS Intrastate Anti-Drug/Alcohol Misuse Prevention - Self Assessment	Gas	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Operator Qualification Contractor Covered Tasks	Gas	<a href="http://www.doli.state.mn.us/LS/PrevWageTR1.asp">http://www.doli.state.mn.us/LS/PrevWageTR1.asp</a>
Truck Rental Rates	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Contractor/Vendor Form	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Trucking Com/Vendor Form	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Month End Trucking Report Form A & B (12-10)	State	<a href="http://www.dot.state.mn.us/const/labor/forms.html">http://www.dot.state.mn.us/const/labor/forms.html</a>
Month-End Trucking Report Statement of Compliance (12-10)	State	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Notice to Bidders - Prompt Payment to Subs – STATE & FED (MS 16A.1245)	State & Federal	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>
Notice to Bidders - Traffic Control Prevailing Wage - FED	Federal	<a href="http://www.dol.gov/whd/forms/">http://www.dol.gov/whd/forms/</a>
Statement of Compliance Form – 2nd page of WH347	Federal	<a href="http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/">http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/</a>
HUD-4010 Federal Labor Standards Provisions	HUD	<a href="http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/">http://www.duluthmn.gov/engineering/standard-construction-specifications/construction-documents/</a>

***[Delete the reference forms that are not applicable to this project.]***



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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**

This project consists of extending two rail lines approximately 1,300 feet, bituminous paving for truck access and container loading, and recycled concrete for container storage.

**SP-3 CONTACT INFORMATION**

Questions regarding this project should be directed to: Cari Pedersen, Chief Engineer of Transportation – City of Duluth @ 218-730-5091 or Matt Bolf, Project Manager – SEH @ 218-279.3025.

**SP-4 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held on Thursday, September 20th at 9:00 a.m. at the Duluth Port Authority office, 2305 West Superior Street, Duluth, MN. Potential bidders are strongly encouraged to attend.

**SP-5 RESPONSIBLE CONTRACTOR**

REVISED 06/04/15 modified

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 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.

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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.

**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 “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.

Contractor Affidavit requirements and Form IC134 can be found here:  
<http://www.revenue.state.mn.us/businesses/withholding/Pages/ContractorAffidavitRequirements.aspx>

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

MNDOT 1203 is hereby deleted from the MNDOT Standard Specifications and replaced with the following:

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The Department may provide Bidders with access to the Proposal Package through online posting at the Departments web site. The Department may require a fee for Bidders to purchase paper copies of the Proposal Package.

**SP-8 (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:

**SP-8.1. ALLOWABLE SUBSTITUTIONS**

For all Proposals the Bidder shall use the following method:

- A. Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
  - 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,
  - 2. Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
  - 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.

**SP-9 (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.

- A. 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.
- B. The Bidder shall return paper copies of the following with the submitted Proposal:

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1. The Bid Proposal on the form attached to the proposal package, with signatures and all Addenda acknowledged;
2. The complete "Schedule of Prices" with all changes made in ink and initialed, plus initials on all sheets of the exhibit;
3. Bid Guaranty (certified check, bank draft, government bond, or bid bond);
4. Form 21126D, "Proposal Signature Page" attached to the back of the Proposal, with signatures and all Addenda acknowledged;
5. Form CM 32-34, "EEO Clause;"
6. Non-collusion affidavit; and
7. Any other forms included in the Proposal Package.
8. Responsible Contractor Certification forms;

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-10 (1210) REVISION OF PROPOSAL 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 Department if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department's list of Bidders.

The Department 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 Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

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

**SP-11 (1212) OPENING OF PROPOSALS**

The provisions of MnDOT 1212 are modified with the following:

SP-11.1. MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

**A. 1212 - OPENING OF PROPOSALS**

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

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**SP-12 (1213) DISQUALIFICATION OF BIDDERS**

Contractors who are debarred or suspended under Minnesota Statutes 161.315 Protection of Public Contracts will not be eligible for award of this contract or to act as a subcontractor to any contractor under this contract.

**SP-13 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL**

The provisions of 1404 are supplemented as follows:

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

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 Public Works Department | (218) 730.5200 |
| 2. | Duluth Police Department               | (218) 730.5400 |
| 3. | Duluth Fire Department                 | (218) 730.4400 |
| 4. | Duluth Port Authority                  | (218) 727.8525 |

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.

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The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

**SP-13.2. Measurement and Payment:**

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control).

**SP-14 (1505) COOPERATION BY CONTRACTORS**

A separate contract for power buried power line and transformers with Minnesota Power is currently in progress within the project limits.

The contractor shall coordinate with and cooperate with the holders of the current and future separate contracts, as required by MnDOT 1505.

**SP-15 (1507) UTILITY PROPERTY AND SERVICE**

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.

Duluth Seaway Port Authority – watermain, electric

**SP-16 (1601) SOURCE OF SUPPLY AND QUALITY**

The provisions of MnDOT 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 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.**

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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-17 (1701) LAWS TO BE OBSERVED – CARGO PREFERENCE ACT, USE OF UNITED STATES - FLAGGED VESSELS**

The provisions of 1701 are supplemented with the following:

SP-17.1. 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-17.2. 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 S-.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-17.3. The Contractor must include or incorporate this provision in all subcontracts.

**SP-18 (1702) PERMITS, LICENSES, AND TAXES**

The following permits and agreements are required for this project. Contractor is responsible for application of the following:

- A. City of Duluth Erosion and Sediment Control Permit
- B. MPCA – NPDES Permit

**SP-19 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT**

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of MnDOT 1717, these Special Provisions, and the following:

- SP-19.1. By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permittee with the City of Duluth to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 0.4 hectares [1 acre] or more of total land area. A copy of the “General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program” is available at: <http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>

The Contractor shall apply and pay for the NPDES Permit on this Project. Payment for the application shall be incidental to the Contract and no direct compensation will be made. Upon request, the City of Duluth will provide the Contractor with information as may be necessary for the Contractor to complete the application. The Contractor shall complete the application process, and post the Permit and MPCA’s letter of coverage onsite.

A NPDES Permit declaration form will be sent to the Contractor with the Contract award packet. Verification of the completed permit application and a signed Permit Declaration form must be returned with the Contract and bond. Submittal of the verification of the permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the department has received the required documentation.

- SP-19.2. The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraph IV.E, shall be the sole responsibility of the Contractor. The word “Permittee” in these referenced paragraphs shall mean “Contractor”. Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit.



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The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from the **City of Duluth**, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

- SP-19.3. Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional contact person within 2 days of an uncontrolled storm water release.

The names and phone numbers of the MPCA Regional Contact personnel can be found at: <http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>. The Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Office must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

- SP-19.4. The Contractor shall review and abide by the instructions contained in the permit package. The contractor shall hold the City of Duluth harmless for any fines or sanctions caused by the contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

- SP-19.5. The Contractor is advised that Section 1 of the NPDES application form makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Project's SWPPP is addressed throughout MnDOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

**NPDES Permit Requirements Cross-Reference within this Contract**

<b>NPDES Permit Requirements</b>	<b>Cross-Reference within this Contract</b>
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans;

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NPDES Permit Requirements	Cross-Reference within this Contract
	MnDOT 1717; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573, 2574 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; MnDOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	MnDOT 2105.3C and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573,2574, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

**SP-20 (1801) SUBLETTING OF CONTRACT**

The provisions of MnDOT 1801 are modified as follows:

SP-20.1. 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.

SP-20.2. 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-21 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract before June 30, 2019.

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

- A. Construction operations shall be started on or before **October 15, 2018** or within ten (10) calendar days after the date of **Notice to Proceed**, whichever is later.
- B. Substantial Completion. All work under this Contract shall be substantially complete on or before **June 15, 2019**. For this project, Substantial Completion shall be deemed to include ALL work in the Contract, except the following items: Restoration, Lighting, and Fencing.
- C. Final Completion. ALL work required under this Contract shall be complete on or before **June 30, 2019**. *[The Final Completion Date does NOT include time for warranty or plant establishment.]*
- D. The third exemption listed under the second paragraph of the provisions of MNDOT 1806.3 is modified to the extent that the phrase "(3) During the inclusive period from November 15 through April 15, except as specified in 1806.1..." is deleted.
- E. No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 6:30 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer.
  - 1. If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed.
  - 2. If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.
- F. When all, or a portion, of the Contract Time is specified as a calendar completion date, the time is presumed to have been determined by considering the Proposal quantities, normal weather for the locality and season of the year, and the necessity of having the work completed by the specified date. The time may be extended by the Engineer only if the delay is considered "Excusable" in accordance with MNDOT 1806.2 Types of Delays.

**SP-22 (1807) FAILURE TO COMPLETE WORK ON TIME**

Contractor must complete all Work to meet the requirements of 1516.3 (Completion of the Work) under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with 1908.2.

The provisions of MNDOT 1807 shall apply in full to both the Substantial Completion Date and the Final Completion Date.

The Department will deduct liquidated damages from money due the Contractor for each calendar day that the Work remains incomplete after expiration of the Contract Time, according to the completion requirements of 1516.2 (Project Acceptance). The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807-1.

**SP-23 (2100) GUARD SHACK**

This work shall consist of furnishing and installing a pre-manufactured security guard shack in accordance with the details shown in the Plan, the applicable MnDOT Standard Specifications, and the following:

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**SP-23.1. DESIGN REQUIREMENTS**

- A. Structure:
1. Prefabricated steel building shall be single unit welded steel construction. Building to be shipped completely assembled. All welded joints ground smooth and painted.
  2. Walls to be minimum of 14ga. galvanized steel outer panel, 2" R161D insulation (R-10) and 16ga. galvanized steel inner panel.
  3. Floor structure to be integral part of building and to be 4# - 5.4# steel channel perimeter and joist framing with all welded connections. Provide 2" rigid insulation (R-10) between floor joist space and 12ga. diamond steel plate floor with painted finish and cut outs for anchoring the unit and for electrical, data and communication stub-ups. Underside of floor to be fully coated with bituminous undercoating sealant.
  4. Doors to be 24" wide, sliding steel with weather stripping, ball bearing hangers, safety glazing, heavy duty track hook bolt locks and hardware. Doors to be top hung by ball bearing rollers in a upper steel track, with lower stainless steel guide, stainless steel pull welded to the frame, and mortise hook bolt lock.
  5. Glazing to be tinted polycarbonate safety glazing in curved ends set in galvanized steel frames. Door and side panel glazing to be tinted tempered safety glass.
  6. Roof to be 14ga. galvanized steel inner and outer panels with minimum R-17 sandwiched insulation.
  7. Counter to be 30" deep shelf at front wall, mounted at 32" above the floor. Counter to be painted galvanized steel. Provide painted storage drawer below counter.
  8. Finish of building to have rust inhibitive epoxy primer and industrial finish coat. Colors to be selected for the body of the booth inside and out to be from manufacturer's standard color options.
  9. Weather-tightness to be insured for exterior use with all seams and joints pressure bonderized. Doors to be fully weather stripped, roof to have heat protective membrane coating and floor underside to have bituminous coating.
- B. Installed Thermal Resistance of Wall System: R value of 9 minimum.
- C. Installed Thermal Resistance of Roof System: R value of 17 minimum.
- D. Installed Thermal Resistance of Floor System: R value of 10 minimum.
- E. Design members to withstand dead load, applicable snow load, and design loads due to pressure and suction of wind calculated in accordance with applicable code.
- F. Heating and Air Conditioning:
1. Heater: 208V/5,600 WATT fan forced heater with integral thermostat control.
    - a. Thermostat shall have "OFF" position.
  2. Air Conditioner: 120V/13,500 BTU roof mounted with integral thermostat control.
    - b. Thermostat shall have "OFF" position.

**SP-23.2. SUBMITTALS**

- A. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, installation ; framing anchor bolt settings, sizes, and locations from datum, electrical rough-in locations; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.

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**SP-23.3. QUALITY ASSURANCE**

- A. Structure shall be the product of a manufacturer with a minimum of 10 years documented experience in the design and fabrication of portable prefabricated building structures.
- B. Prefabricated buildings by manufacturers other than the "basis of design" shall submit sufficient data to enable approval to be given. As a minimum: design drawings and/or calculations, applicable certifications, catalog information, and color samples showing equal range to the product specified. See substitutions requirements detailed elsewhere within these specifications for detailed substitution requirements.
- C. Electrical devices factory installed within the prefabricated building shall be UL Listed. Factory installed wiring system shall be in full compliance with current National Electrical Code.
- D. Adherence to applicable portions of state and local building codes is the responsibility of the installing contractor. Building manufacturer shall be responsible for providing professionally engineered and stamped drawings and calculations to assist in permit processes related to the building structure. Engineer shall be licensed in the State of Minnesota.

**SP-23.4. MANUFACTURERS**

- A. Basis of Design: Porta-King Building Systems. Model PC-86SL. Alternate manufacturers shall be capable of providing a reasonably similar design that meets all of the specified design criteria.
- B. Additional approved manufacturers:
  - 1. Ameristar Booth & Building Structures: [www.ameristarbooths.com](http://www.ameristarbooths.com)
  - 2. Austin Mohawk Engineered Buildings: [www.austinmohawk.com](http://www.austinmohawk.com)
  - 3. Par-Kut, Inc: [www.parkut.com](http://www.parkut.com)

**SP-23.5. ELECTRICAL (WITHIN BUILDING)**

- A. Refer to Engineer Electrical Drawings for locations of electrical and communications components.
- B. Conduit for circuits operating at greater than 50 volts: Electrical Metallic Tubing (EMT), minimum size ½ inch, unless indicated otherwise.
- C. Grounding and Bonding:
  - 1. Bond to structural steel by Contractor.
  - 2. Grounding electrode system provided by Contractor.
- D. Boxes:
  - 1. Wiring Devices and Lighting Control Devices: Single-gang or multi-gang as suitable for devices, 2-1/8 inch deep.
- E. Lighting Control Devices:
  - 1. Interior Lighting: Vacancy sensor, Wattstopper CS-50.
  - 2. Exterior Building Lighting: In-wall digital time switch with LCD countdown display, adjustable settings 5 minutes to 12 hours. Wattstopper TS-400.
  - 3. Wall plates: Stainless steel type 302
- F. Load Center:
  - 1. Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.
  - 2. Bus Material: Copper; for phase, neutral and ground.

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3. Provide circuit directory label on inside of door or individual circuit labels adjacent to circuit breakers.
4. Circuit Breakers: Thermal magnetic plug-in type.

<b>LOAD CENTER SCHEDULE</b>
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LOCATION: Casework	VOLTAGE: 208Y/120 V. 3 Phase 4 Wire
MOUNTING: Recessed NEMA 1	A.I.C. RATING: 10,000 Amps Symmetrical
MAIN DEVICE: 125A MCB Branch Mounted	SPECIAL: No main bonding jumper
BUS AMPS: 125 Amperes	Suitable for Use as Service Equipment

LOAD DESCRIPTION	BKR	P	CKT	CKT	P	BKR	LOAD DESCRIPTION
Main Disconnect	125 A	2	1	2	2	30 A	Heating Unit
---	--	--	3	4	--	--	---
Interior Lights	20 A	1	5	6	1	45 A	Air Conditioning Unit
Exterior Lights	20 A	1	7	8	1	20 A	Rcp (1) Convenience
Spare	20 A	1	9	10	1	20 A	WP Rcpt Exterior
Spare	20 A	1	11	12	1	--	Space & Bus
Spare	20 A	1	13	14	1	--	Space & Bus
Spare	20 A	1	15	16	1	--	Space & Bus
Spare	20 A	1	17	18	1	--	Space & Bus
Spare	30 A	1	19	20	1	--	Space & Bus

G. Wiring Devices:

1. (1) Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings, white color.
2. (1) Weather Resistant GFI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.
3. Wall plates: Stainless steel type 302.
4. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected. Large capacity, vertical, Hubbell WP26M.

H. Lighting Fixtures:

1. Interior: (1) 4 foot long wraparound fluorescent with prismatic acrylic high-impact lens, surface mounted.
  - a. Ballast: Electronic, programmed start, -20 degrees F (-29 degrees C) minimum start temperature. Advance ICN-2S110-SC.
  - b. Lamps: (2) 48" long F40T12 HO, 4050 initial lumens, 4100K, 62 CRI, 12,000 hour; for cold weather application. Philips F48T12 CW HO ALTO.
2. Exterior: (1) LED wall pack, 4000K, 3343 lumens, L70 = 150,000 hours, dark sky compliant, with integral photocell. Cree/BetaLED SEC-EDG -M-WM-04-D-12-BZ-350-P.

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**SP-23.6. MEASUREMENT AND PAYMENT**

Measurement will be made by the structure for the complete premanufactured security guard shack acceptably furnished and installed as specified. Payment will be made under Item 2100.601 (Guard Shack) at the Contract bid price per Lump Sum, which shall be compensation in full for all labor, equipment, materials, incidentals and all costs required to furnish and install the structure including the guard house, electrical connections, conduit and wiring (fully functional), concrete slab and parking bollards as shown on the Plans, or as directed by the Engineer.

**SP-24 (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 MnDOT 2104, except as modified below:

SP-24.1. 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-25 REMOVE AND HAUL TREATED WOOD**

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

SP-25.1. 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-25.2. 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 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-25.3. 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-26 (2104) ABANDON WATERMAIN**

This work shall consist of abandoning water main and bulk heading the pipe as shown on the plans. Work shall include excavation, removing hydrants, cutting off hydrant riser 3 feet below grade, plugging pipe with non shrink grout, and backfilling.

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Measurement will be made by the number of bulkheads as specified. Payment will be made Item 2104.502 (Abandon Watermain) at the Contract bid price per each, which shall be compensation in full for all costs including all materials and labor necessary to install proposed bulkheads.

**SP-27 (2105) BIAXIAL GEOGRID**

Description

This work shall consist of placing biaxial geogrid at the locations shown in the plans. The work shall be performed in accordance with the Plan details, and the following:

Materials

Product shall be an Integrally Formed Biaxial Geogrid meeting the following specifications:

<b>Product Properties</b>	<b>Index Properties</b>	<b>Units</b>	<b>MD Values<sup>1</sup></b>	<b>XMD Values<sup>1</sup></b>
▪ Aperture Dimensions <sup>2</sup>		mm (in)	25 (1.0)	33 (1.3)
▪ Minimum Rib Thickness <sup>2</sup>		mm (in)	0.76 (0.03)	0.76 (0.03)
▪ Tensile Strength @ 2% Strain <sup>3</sup>		kN/m (lb/ft)	4.1 (280)	6.6 (450)
▪ Tensile Strength @ 5% Strain <sup>3</sup>		kN/m (lb/ft)	8.5 (580)	13.4 (920)
▪ Ultimate Tensile Strength <sup>3</sup>		kN/m (lb/ft)	12.4 (850)	19.0 (1,300)
<b>Structural Integrity</b>				
▪ Junction Efficiency <sup>4</sup>		%	93	
▪ Flexural Stiffness <sup>5</sup>		mg-cm	250,000	
▪ Aperture Stability <sup>6</sup>		m-N/deg	0.32	

Construction

Biaxial geogrid shall be placed with a 3 foot overlap to the adjacent roll or existing geogrid. If required, anchor geogrid with aggregate or staples prior to placement of fill.

Tracked equipment shall not drive directly on geogrid. A minimum of 6" of aggregate shall be placed prior to running tracked equipment on grid.

Measurement and Payment

Measurement will be made by the Square Yard and payment will be made under Item 2105.604 (Biaxial Geogrid) at the Contract bid price per Square Foot, which price shall be compensation in full for all costs relative thereto.

**SP-28 (2211) AGGREGATE BASE**

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

SP-28.1. Compaction shall be achieved by the "Specified Density Compaction Method" described in MnDOT 2211.3D2.

Material Sampling and testing will be in accordance with Appendix A Schedule of Materials Control.

**SP-29 (2211) CRUSHED CONCRETE**

SP-29.1. Construction Requirements:



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- A. This work shall consist of placing recycled crushed concrete at the locations shown in the plans. The work shall be performed in accordance with the Plan details and the provisions of MnDOT 2211, and the following:
- B. Material Requirements:
  - 1. Material shall have steel removed by method of magnetic separation
  - 2. Material shall contain at least 75% recycled concrete
  - 3. Material shall not contain more than 20% recycled asphalt pavement
  - 4. Material shall meet the following gradation requirements:

Sieve Size	Percent Passing
1 inch	100
¾ inch	90-100
3/8 inch	25-85
No. 4	15-65
No. 10	10-45
No. 40	0-20
No. 200	0-6

- C. Measurement and Payment:  
Measurement will be made by the Cubic Yard and payment will be made under Item 2211.607 (Crushed Concrete) at the Contract bid price per Cubic Yard, which price shall be compensation in full for all costs relative thereto.

**SP-30 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (MSCR)**  
**REVISED 04/20/18**

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

- SP-30.1. Mix Designation Numbers for the bituminous mixtures on this Project are as follows:  
Type SP 12.5 Wearing Course      SPWEB340F  
Type SP 09 Non-Wearing Course      SPNWC330B
- SP-30.2. Asphalt binder meeting AASHTO M332 (MSCR) is required. See Section S-3151 (BITUMINOUS MATERIAL (MSCR)) of these Special Provisions.
- SP-30.3. The following is added to MnDOT 2360.2.E, "Mixture Design":

**E.5.c Option 3 - Production Mixture Design**

A production mixture design is a new mixture design developed by modifying an existing approved mixture design using plant produced material or laboratory produced material. Production Mixture Designs are allowed only when approved by the Engineer and require an interactive process with the District Materials Lab to discuss the proposed modification. Only a Level II mix designer with at least 2 years' experience in mixture design can request a Production Mixture Design.

**E.5.c(1) Added Aggregate Requirements**

When the Production Mixture design is being requested to add a new aggregate material not part of the original mixture design the added aggregate must meet the requirements of 3139.

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**E.5.c(2) Production Mixture Design JMF Submittal**

At least 2 working days before beginning asphalt production with the Option 3 mix design begin the interactive process with the District Materials Engineer and submit a proposed JMF. Option 3 mix design submittals must be signed by a Level II Quality Management mix designer. If directed by the District Materials Engineer submit an optimum asphalt content point for the proposed JMF (new design). If the Option 3 mix design is utilized for aggregate substitution submit an optimum asphalt content point when directed by the District Materials Engineer. When an optimum asphalt content point is required include documentation showing the mixture is in accordance with 2360.2.E.5.b, "Option 2 – Modified Mixture Design and meets the requirements of Table 2360-7.

If test results indicate conformance with specification requirements the Department will provide a Mix Design Report consisting of the JMF.

SP-30.4. Table 2360-27 is replaced with the following:

<b>Table 2360-27 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
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. Corrective Works required unless both the Engineer and the Contractor agree to a deduct of \$1,500 per lane.	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

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<b>Table 2360-27 Surface Requirements</b>		
<b>Course/Location</b>	<b>Description</b>	<b>Tolerance</b>
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

SP-30.5. **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)".

SP-30.6. **MnDOT Table 2360-20 Longitudinal Joint Density Requirement** is hereby deleted.

SP-30.7. **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 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 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 from the edge of the top of the mat (ex. center of 4 inch core barrel 8  $\pm$  0.5 inches from the edge of the top of the mat). Cores will not be taken within 1 foot of any unsupported edge. The Contractor is responsible 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.

SP-30.8. **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.

SP-30.9. **MnDOT 2360.3.D.1.n Longitudinal Joint Density** is hereby deleted.

SP-30.10. **MnDOT 2360.3.D.1.p Shoulders** is hereby deleted.

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SP-30.11. **MnDOT Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void)** is hereby deleted.

SP-30.12. **MnDOT Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void)** is hereby deleted.

SP-30.13. **MnDOT 2360.3.D.1.r Pay Factor Determination** is hereby deleted.

**SP-31 (2451) EXCAVATION, BACKFILL AND COMPACTION FOR UTILITIES – TRENCH BACKFILL**

The provisions of section 2451 of the City of Duluth 'Construction Standards' are supplemented with the following:

Trench backfill above the top of encasement zone and below the subgrade shall be accomplished entirely with suitable salvaged on-site select grading materials meeting the City's Construction Standards.

The Engineer will determine if any material is suitable for use as trench backfill.

Where the Engineer determines that acceptable select grading material is not available within the site, the Contractor shall provide imported granular backfill which will be considered Extra Work and the Contractor will be compensated under the provisions of MNDOT 1904. Any Extra Work payments made for imported backfill shall be considered compensation in full for furnishing backfill materials to the site and disposing of waste excavation. No separate payment will be made for placing and compacting imported backfill materials.

All costs for placing and compacting backfill (regardless of type: select grading material, common or granular) shall be considered incidental to relevant Contract bid items.

**SP-32 (2461) STRUCTURAL CONCRETE**  
*REVISED 12/08/17*

MnDOT 2461 is modified as follows:

SP-32.1. MnDOT 2461.2.F.1.c shall be deleted and replaced with the following:

The Department will designate the maximum slump as defined by the Grade Designation in accordance with Table 2461-6 and Table 2461-7.

SP-32.2. Table 2461-6 of 2461.2.F.2.b(1) shall be deleted and replaced with the following:

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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/yd <sup>3</sup> )	Maximum %SCM (Fly Ash/ Slag/Ternary)	Slump Range	Minimum 28-day Compressive Strength, f'c	3137 Spec.
<b>B Bridge Substructure</b>	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 Flatwork</b>	3A22 3Y22	3F32 †	Slipform curb and gutter	0.42	750	30/35/0	½ - 3" §	4500 psi	2.D.1
	3A32 3Y32 3A34	3F52 † 3F57EX ‡ 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 General Concrete</b>	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 Median Barrier</b>	3Y32	3M52	Barrier, Median barrier, non-bridge	0.45	750	30/35/40	2 - 5"	4500 psi	2.D.1
<b>P Piling</b>	1A43	1P42 †	MSE and gravity wall leveling pad	0.63	750	30/35/40	2 - 4"	3000 psi	2.D.1
	1C62	1P62 †	Piling, spread footing leveling pad	0.63	750	30/35/40	3 - 6"	3000 psi	2.D.1
<b>R Pavement Rehabilitation</b>	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 Bridge Superstructure</b>	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	1X62	Cofferdam seals, rock sockets, drilled shafts	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
	<b>X Miscellaneous</b>	1X46							

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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/yd <sup>3</sup> )	Maximum %SCM (Fly Ash/ Slag/Ternary)	Slump Range	Minimum 28-day Compressive Strength, f'c	3137 Spec.
<b>Bridge</b>	3X46	3X62	Drilled shafts above frost line	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
<b>Y Bridge Deck</b>	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
	3A37 3Y37	3Y47 ***	Deck patching mix	0.45	750	30/35/40	2 - 4"	4000 psi	2.D.2

\* If the intended use is not included elsewhere in the Specification or Special Provisions, use mix 3G52, unless otherwise directed by the Engineer.

|| The minimum water/cement (w/c) ratio is 0.30.

† The Contractor may choose to use the Coarse Aggregate Designation "1" for the 4<sup>th</sup> digit in accordance with Table 2461-3.

‡ Mix 3F57EX requires the use of Coarse Aggregate Designation "7", "2" or "3" for the 4<sup>th</sup> digit in accordance with Table 2461-3.

# Identify specific color used on the certificate of compliance. Colored concrete is only allowed when specified in the plans or the Contract.

§ Adjust slump in accordance with 2461.3.G.7.a for slipform concrete placement.

\*\* The "-S" indicates a bridge deck with a structural slab and "-M" indicates a monolithic bridge deck.

\*\*\* 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.

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SP-32.3. Table 2461-8 of 2461.2.F.2.b(3) shall be deleted and replaced with the following:

<b>Table 2461-8 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
M, V, W, Z	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
All concrete grades	Delivery time is > 90 minutes	2461.3.G.a	Varies

SP-32.4. The second paragraph of MnDOT 2461.2.F.3.a(1) shall be deleted and replaced with the following:

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

- A. An  $f'_{cr}$  no greater than 1000 psi above the required 28-day compressive strength,
- B. Same type or grade of cementitious materials,
- C. Same class of coarse aggregate,
- D. Same supplementary cementitious proportion,
- E. Aggregate weights within 10% of the proposed,
- F. Water/Cement ratio no greater than 0.45,
- G. Total cementitious weight within 5% of proposed, and
- H. Batching conditions and testing procedures similar to those expected for the proposed work.

SP-32.5. Table 2461-10 of 2461.2.F.3.b shall be deleted and replaced with the following:

<b>Table 2461-10 Required Average Strength (<math>f'_{cr}</math>) Equations*</b>	
<b>Required Average Strength</b>	
<b><math>f'_{c} \leq 5000</math> psi*</b>	$f'_{cr} = f'_{c} + 1.34S$ <b>OR</b> $f'_{cr} = f'_{c} + 2.33S - 500$
<b><math>f'_{c} &gt; 5000</math> psi</b>	$f'_{cr} = 0.90f'_{c} + 2.33S$
*When $f'_{c} \leq 5000$ psi, $f'_{cr}$ is the larger value computed from the equations.	

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SP-32.6. Table 2461-11 of 2461.2.F.4 shall be deleted and replaced with the following:

<b>Table 2461-11 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 proportion (<math>\leq</math> 15% max fly ash)</li> </ul>	Resubmittal of Mix Design
	<ul style="list-style-type: none"> <li>• Any cementitious 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>• Cementitious Sources</li> <li>• Admixture Dosage Rate</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% Total Cementitious</li> <li>• <math>\leq</math> 10% Aggregate Weights</li> </ul>	Resubmittal of Mix Design
	<ul style="list-style-type: none"> <li>• Aggregate Source and Class of Coarse Aggregate</li> <li>• Supplementary Cementitious Proportion</li> <li>• <math>&gt;</math> 5% Total Cementitious</li> <li>• <math>&gt;</math> 10% Aggregate Weights</li> <li>• Admixture Sources</li> </ul>	Resubmittal in accordance with 2461.2.F.3.a
<p>* Only one (1) increase in total cementitious 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-32.7. MnDOT 2461.3.F.4.c(1.1) shall be deleted and replaced with the following:

(1.1) QC gradations; If a QC gradation fails, retest immediately documenting both results. If an additional QC test is required for that week, the Engineer will not allow a retest Gradation as a substitute for a QC Gradation.

SP-32.8. MnDOT 2461.3.G.3.a(1) shall be deleted and replaced with the following:

(1) Provide a contractor mix design in accordance with 2461.2.F.2.b, "Contractor Designed Concrete Mixes," for each combination of materials;

SP-32.9. MnDOT 2461.3.G.5.f(4) shall be deleted and replaced with the following:

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



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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:

- (A.1) After investigation the deficient concrete strength is found to be an erroneous/invalid strength test
- (A.2) The suspect concrete was removed and replaced
- (A.3) Dispute resolution coring identified the concrete acceptable to remain in place

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

- (B.1) Cylinders kept in the field longer than 7 days that negatively impact the moving average calculation (i.e. increases the monetary adjustment)
- (B.2) Improper handling/curing of the cylinders, and/or
- (B.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.

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**SP-33 (2462) PRECAST CONCRETE**  
**REVISED 12/08/17**

MnDOT 2462 is hereby modified as follows:

SP-33.1. Table 2462-4 of MnDOT 2462.2.F.2 shall be deleted and replaced with the following:

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<b>Table 2462-4 Precast Concrete Mix Design Requirements</b>								
<b>Concrete Grade</b>	<b>Mix Number *</b>	<b>Intended Use   </b>	<b>Maximum w/c ratio</b>	<b>Cementitious Content (lbs/cy)</b>	<b>Maximum %SCM (Fly Ash/Slag/Ternary)</b>	<b>Slump Range ‡</b>	<b>Minimum Compressive Strength, f'c (28-day) #</b>	<b>3137 Spec.</b>
M	3M82	Precast Concrete Barrier	0.45	530 – 750	30/35/40	1 – 8"	4500 psi	2.D.1
V	3V82	Wetcast retaining wall blocks, noisewall panels, equipment pad	0.45	605 – 850	30/35/40	1 – 8"	4000 psi	2.D.1
W	1W82	Bridge Girders	0.42	660 – 850	30/35/40	1 – 8"	Design Strength Per Plan	2.D.1
	3W82	Noisewall posts, box culverts, bridge girders†	0.42	660 - 850	30/35/40	1 – 8"	Design Strength Per Plan	2.D.1
Z	3Z82	Thin Panel Retaining Walls	0.45	605 – 850	30/35/40	1 – 8"	4000 psi	2.D.2
<p>* The Precaster may choose to use the Coarse Aggregate Designation "1" for the 4<sup>th</sup> digit in accordance with Table 2462-3, if allowed by the structure.</p> <p>   If the intended use is not included elsewhere in the Specification or Special Provisions, design concrete mix 3W82.</p> <p>† Review the Plans to determine if the bridge girders require air entrainment.</p> <p>‡ Flowable slumps exceeding the designated slump range require approval of the MnDOT State Materials Engineer.</p> <p># Requires strength cylinders in accordance with 2462.3.G.4 for determining shipping strength.</p>								

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SP-33.2. The first sentence of MnDOT 2462.2.F.1.b shall be deleted and replaced with the following:

The Department will designation concrete grade in accordance with Table 2462-4 using a letter to represent the following:

SP-33.3. MnDOT 2462.3.G.4 shall be deleted and replaced with the following:

**G.4 Test Methods and Specimens**

Perform sampling and testing in accordance with the Concrete Manual and test according to the requirements of the Schedule of Materials Control.

Anyone fabricating concrete cylinders 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.

Furnish molds based on the maximum size aggregate for the test specimens in accordance with the following:

- (2.1) 4 in x 8 in cylinder molds,
- (2.2) 6 in x 12 in cylinder molds for maximum aggregate sizes greater than 1¼ in.

**G.4.a Strength Cylinders**

The Precaster will cast all strength cylinders to determine the following:

- (3.1) Handling or "Stripping" Strength
- (3.2) Shipping Strength
- (3.3) Verification

Cast all cylinders used for determining strength at each stage for all types of precast operations. Cure all cylinders in the same location and under the same conditions as the concrete structure or unit involved meeting the requirements of ASTM C31.

**SP-34 (2471) STRUCTURAL METALS**  
**REVISED 11/17/17**

The provisions of MnDOT 2471 are modified with the following:

**The entire section of MnDOT 2471.3.B.3, "Submittal for Engineer's Review and Approval," is deleted and replaced with the following:**

(B) Submit shop drawings from Fabricators directly to the City of Duluth:

Cari Pederson, Chief Engineer of Transportation  
Room 211 City Hall  
411 W. First Street  
Duluth, MN 55810

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**SP-35 (2501) CLEAN DRAINAGE DITCH**

This work shall consist of cleaning and/or constructing a drainage ditch at the locations shown in the plans. The work shall be performed in accordance with the Plan details and the provisions of MnDOT 2501, and the following:

Measurement will be made by the Cubic Yard and payment will be made under Item 2105.507 (Common Excavation) at the Contract bid price per Cubic Yard, which price shall be compensation in full for all costs relative thereto.

**SP-36 (2504) STEEL CASING PIPE**

This work shall consist of furnishing and installing 18 inch steel casing pipe at locations shown in the plan for watermain pipe under the tracks.

The casing pipe shall be welded steel pipe (new material) with a minimum yield of 35,000 psi. The wall thickness shall be a minimum of 0.250 inch.

Measurement will be by the length of steel casing pipe installed as specified. Payment will be under Item 2504.603 (12" Steel Casing Pipe) at the Contract bid price per linear foot, which shall be compensation in full for all work included under this section.

**SP-37 (2540 on all sections) RAILROAD – HIGHWAY PROVISIONS**

The provisions of MnDOT 1708 are hereby supplemented with the following:

SP-37.1. The Project involves one railroad, one active rail shipper and several other businesses and industries that require access into and through the Project area throughout the construction timeline.

SP-37.2. The Contractor will be required to attend weekly construction meeting with the Owner and Engineer to coordinate construction activities.

SP-37.3. Payment shall be incidental to the Railroad Track Item which shall be payment in full for all costs incidental thereto.

**SP-38 (2540) RAILROAD TRACK**

Work consists of the construction of new track including all material on a completed roadbed. The limits of work are shown on the plans.

SP-38.1. Rail shall be 115# RE, new or No. 1 relay meeting the specification shown in AREMA specification. No rail joints will be allowed within the curved Railroad Track Section. Field welds may be required and are incidental to this pay item.

SP-38.2. Track ties will be minimum 7" x 9" x 8'6" size new AREMA Industrial Grade and treated per AREMA specifications.

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- SP-38.3. Tie plates, rail anchors, elastic fasteners, screw spikes, track spikes, track bolts, spring washers, and joint bars shall meet the requirements of AREMA. Tie plates and joint bars may be new or relay in good condition. Tie plates in the curved track shall be Pandrol rolled or cast tie plates. Minimum size for tie plates is 7¾" x 13" double shoulder. Screw spikes shall be used to secure the Pandrol plate to ties.
- SP-38.4. Rail, ballast, track ties, tie plates, rail anchors, elastic fasteners, screw spikes, track spikes, track bolts, spring washers, and joint bars needed to construct this item are incidental to this pay item.
- SP-38.5. Prepared ballast shall be crushed rock composed of hard, strong, and durable particles conforming to the requirement of MnDOT Spec. 3137 Class A.

The following ballast gradations apply:

AREMA No 4 – Track Ballast Option 1

<u>Square Sieve Size</u>	<u>Percent Passing</u>
1.5"	90-100
1"	20-55
¾"	0-15
3/8"	0-5

AREMA No 4A – Track Ballast Option 2

<u>Square Sieve Size</u>	<u>Percent Passing</u>
2"	90-100
1.5"	60-90
1"	10-35
¾"	0-10
3/8"	0-3

- SP-38.6. Material will be subject to MnDOT standard requirements as listed in Section 3137.3. Samples will be required for each 250 tons of material used.
- SP-38.7. Railroad ballast shall be distributed on the track using either rail cars, rail-mounted dump trucks, or side dump trucks. The ballast shall be distributed uniformly and in sufficient quantity for the specified track raise.
- SP-38.8. Ballast shall not be unloaded or spread across road crossings or open deck bridges.
- SP-38.9. Workmanship shall be of first quality and meet AREMA specification (Section 5.4.1) for new construction.
- SP-38.10. No rail shorter than 16' will be allowed in the track. All rail shall be cut using an approved rail saw. No torch cutting will be allowed.

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- SP-38.11. Proper shims will be required to maintain appropriate rail joint spacing.
- SP-38.12. Track ties shall be uniformly spaced at 21.5" center to center. Tie tongs shall be used when handling and spacing crossties.
- SP-38.13. Rail shall be fastened to the crossties using elastic fasteners, type Pandrol E Clip.
- SP-38.14. Track shall gauge with an approved track gauge every third track crosstie. Gauge will be 56 1/2" plus/minus 1/8".
- SP-38.15. Rail anchors shall be boxed every fourth track tie.
- SP-38.16. Measurement will be made by linear feet of track. Payment will be made under Item Railroad Track at the appropriate Contract bid price per linear foot, which price shall be compensation in full for furnishing all materials in place as specified. Track installed within concrete crossings shall be paid for under Pay Item Railroad Crossing Permanent Concrete.
- SP-39 (2540) RAILROAD TRACK BITUMINOUS FLANGEWAY**  
Work consists of the construction of steel angle flangeway on new track. The limits of work are shown on the plans.
- SP-39.1. Steel Plates shall be 7 3/8" x 4" x 3/8" bent steel plate. Bent Plate shall meet ASTM A36 and be galvanized in accordance with ASTM A123. Bent steel plate shall be connected directly to railroad ties using 3/4" x 5" galvanized steel lag screws on every other tie. Lag Screws shall meet ASTM A307 and be galvanized in accordance with ASTM A153 or ASTM B695, Class 50, Type 1.
- SP-39.2. Bituminous in the flangeway shall be Type SP 9.5 Wearing Course and be placed in a minimum of 2 lifts. Bituminous shall be compacted using the ordinary compaction method. Contractor shall submit a rolling and compaction plan to engineer prior to placement of bituminous.
- SP-39.3. Measurement will be made by linear feet of flangeway angle along the track centerline. Payment will be made under Item Flangeway Angle at the appropriate Contract bid price per linear foot, which price shall be compensation in full for furnishing all materials in place as specified including 2 flangeway angles per linear foot.
- SP-40 (2540) RAILROAD CROSSING PERMANENT CONCRETE**  
This work shall consist of furnishing and installing new precast concrete road crossing panels as shown on the plans.
- SP-40.1. Precast concrete panels shall be furnished from an experienced manufacturer. The panels shall meet the criteria for the BNSF/UP Common Standard. The concrete crossing is in curved track and will require curved panels. Shop drawings showing details each crossing will be required. Rubber flange ways will be required..

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SP-40.2. Measurement will be made by linear feet of crossing panel. Payment will be made under Item Railroad Crossing - Permanent Concrete at the appropriate Contract bid price per linear foot, which price shall be compensation in full for furnishing all materials in place as specified.

**SP-41 (2540) RAILROAD CROSSING PERMANENT TIMBER**

This work shall consist of furnishing and installing new timber road crossing panels as shown on the plans.

SP-41.1. Timber panels shall be furnished from the same supplier as the timber cross ties. The panels shall meet the criteria for the CP Railway and may be complete panels or individual timbers assembled onsite. Provide bevels as needed to clear the tie plates and clips. Shop drawings showing details each crossing will be required.

SP-41.2. Measurement will be made by linear feet of crossing panel. Payment will be made under Item Railroad Crossing - Permanent Timber at the appropriate Contract bid price per linear foot, which price shall be compensation in full for furnishing all materials in place as specified.

**SP-42 (2540) BUMPING POST**

This work shall consist of furnishing and installing a bumping post in the location shown on the plans, meeting applicable AREMA specifications, and the following:

SP-42.1. Bumping Post shall meet the requirements of a Western Cullen Hayes type WG bumping post.

SP-42.2. Measurement will be made by the each for each bumping post furnished and placed as specified. Payment will be under Item Bumping Post at the Contract bid price per each, which shall be payment in full for all costs incidental thereto.

**SP-43 (2540) RAILROAD TURNOUT**

This work shall consist of furnishing and installing a turnout including all materials of a completed turnout in the location shown on the plans, meeting applicable AREMA specifications, and the following:

SP-43.1. Turnout shall be No. 9 new. Turnouts and switch geometry shall be in accordance with AREMA Plan 112-08. Frogs are to be solid manganese self-guarded or rail bound manganese. Turnouts are to be fully box anchored throughout the turnout (every tie). The length of the approach to the turnouts to be fully box anchored is to be a minimum of 15' ahead of the turnout.

SP-43.2. Switch stands shall be new. Switch stands shall be No. 22-E Trailable with tri-handle and target. Anchoring of switch stands shall be performed with rectangular head screw spikes. Holes for screw spikes shall be pre-drilled to a depth of 5-3/4".

SP-43.3. Measurement will be made by the each for each turnout furnished and placed including ballast as specified. Payment will be under Item No. 9 Turnout at the Contract bid price per each, which shall be payment in full for all costs incidental thereto.

**SP-44 (2573) EROSION CONTROL SUPERVISOR**

Section 2573.5H is deleted and replaced by the following:



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- H Erosion Control Supervisor
- A. Providing the Erosion Control Supervisor for this Contract shall be considered incidental work for which no direct payment will be made.

**SP-45 (3105) BAGGED PORTLAND CEMENT CONCRETE PATCHING MIX GRADE 3U18 AND 3U18M**

MnDOT 3105 is deleted and replaced with the following:

**SP-45.1. SCOPE**

Provide dry, bagged concrete patching mix 3U18 for repairing Portland cement concrete pavement and 3U58M for repairing portland cement concrete bridge decks, bridge deck overlays and approach panels.

**SP-45.2. REQUIREMENTS**

**A Materials**

Provide materials for patching mix meeting the following requirements:

<b>A.1 Cement .....</b>	<b>3101</b>
<b>A.2 Fine Aggregate .....</b>	<b>3126</b>
<b>A.3 Coarse Aggregate .....</b>	<b>3137</b>
<b>A.4 Blank</b>	
<b>A.5 Admixtures .....</b>	<b>3113</b>

Mix 3U58M utilizes air entraining and water reducing admixtures. Provide the manufacturer's Technical Data Information Sheet and the Materials Safety Data Sheet (MSDS) for the proposed dry admixtures when submitting the Quality Plan for approval.

**B Quality Control (QC) Program**

Prior to producing concrete patching mix each construction season, a Department Representative shall perform a thorough on-site inspection of the plant with a MnDOT Certified Plant Level 1 or Level 2 Technician representing the Producer.

Maintain an approved Quality Control Program, including a Quality Plan, for the production of Bagged Portland Cement Concrete Patching Mix.

The Producer will perform Quality Control (QC) as part of the production of Grade 3U18 concrete.

The Engineer will perform Quality Assurance (QA) as part of the acceptance process.

**B.1 Quality Plan Requirements**

Submit a quality control plan to the Concrete Engineer for review and approval prior to producing Grade 3U18 and Grade 3U58M. The Quality Plan includes the following QC Procedures:

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- (a) Moisture Content
- (b) Batch Weight Verification
- (c) Aggregate Gradation Testing
- (d) Blending
- (e) Addition of dry admixtures to 3U58M
- (f) Documentation and Submittals

**B.2 MnDOT Certified Personnel**

Provide a MnDOT Concrete Plant 1 or Concrete Plant 2 Technician to perform moisture content and aggregate gradation testing. Provide a MnDOT Concrete Plant Level 2 Technician to review batch tickets, test results, and oversee all quality control requirements of 3105 and the QC Program.

**B.3 Daily Production Requirements**

Each day Grade 3U18 or 3U58M is produced:

- (a) Perform moisture content and gradation testing on all aggregates and complete MnDOT's Bagged Mix Quality Control Worksheet.
- (c) The Producer's Plant Level 1 or Plant Level 2 Technician will review and sign the Bagged Quality Control Worksheet.
- (d) Electronically submit all Bagged Quality Control Worksheets and batch tickets to MnDOT the day following production.

**C Mix Proportioning**

Proportion the mix in accordance with Table 3105-1. Use of any other size bag requires approval of the Concrete Engineer.

<b>Table 3105-1</b>				
<b>Mix Proportions</b>				
<b>Material</b>	<b>Gradation Requirements</b>	<b>Weight, lb</b>		
		<b>50 lb bag</b>	<b>75 lb bag</b>	<b>3000 lb bag</b>
Type I Cement	-	11.9	17.8	712
Coarse Aggregate	CA-80	18.9	28.3	1132
Fine Aggregate	MnDOT 3126	19.3	28.9	1156

**D Blending**

Dry the coarse and fine aggregates as approved by the Engineer before blending with the cement. Blend all materials completely before bagging the mix.

Provide a blending device meeting the following characteristics and requirements:

- (1) Capable of producing the required mix proportions within  $\pm 2$  percent,
- (2) Equipped with a warning device to indicate when the system is out-of-tolerance,
- (3) Capable of stopping the flow of cement to allow sampling of the blended coarse and fine aggregate, and
- (4) Designed to allow cement and aggregate to discharge separately for checking material weights.

**E Bags and Batch Identification**

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Provide moisture-proof bags resistant to tearing.

Print the following on the bags:

- (1) The phrase, "MnDOT 3U18 CONCRETE PATCH MIX" or "MnDOT 3U58M CONCRETE PATCH MIX"
- (2) Weight of the bag in pounds [kilograms]
- (3) Mix date
- (4) Mixing instructions

**SP-45.3. SAMPLING AND TESTING**

The Producer and Engineer will sample and test in accordance with the Schedule of Materials Control.

**SP-46 (3151) BITUMINOUS MATERIAL (MSCR)**

MnDOT 3151 is modified as follows:

SP-46.1. 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.

<b>Table 3151-1A</b> <b>Multi Stress Creep Recovery (MSCR) Test Requirements</b>				
<b>Grade*</b>	<b>Binder Code for 2360 Mix</b>	<b>Jnr @3.2kPa,maximum</b>	<b>%R @ 3.2kPa, min.**</b>	<b>Jnr Difference (max. per M 332)***</b>
PG 58S-28	B	4.5	N/A	report (75)
PG 58H-28	E	2.0	30 %	report (75)
PG 58V-28	H	1.0	55 %	report (75)
PG58E-28		0.5	75 %	report (75)
PG58S-34		4.5	N/A	report (75)
PG58H-34	C	2.0	30 %	report (75)
PG58V-34	F	1.0	55 %	report (75)
PG58E-34	I	0.5	75 %	report (75)
PG49S-34	M	4.5	N/A	report (75)
PG52S-34	A	4.5	N/A	report (75)
PG64S-22	L	4.5	N/A	report (75)
* 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).				
** Use in place of Appendix X1 in AASHTO - M332.				
*** Jnr Difference is waived for all "S, H, V, and E" grade binders. The test value should be reported for information only.				

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

**Use S-.2 for all micro-surfacing emulsions other than SBS modified.**

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SP-46.2. Modify MnDOT 3151.2.H.2 with the following:

**H Micro Surfacing Emulsified Asphalt**

2. Distilled at 400 °F [204 °C] for 15 min.

**Use S-3 when using SBS modified micro emulsion.**

SP-46.3. Replace MnDOT 3151.2.H with the following when using SBS:

**H Micro Surfacing Emulsified Asphalt (SBS Modified only)**

Provide a CQS-1hP or CQS-1P as required by the mix design and meeting the requirements of AASHTO M 316 Table 2 with the following modifications:

1. Ensure the emulsion is polymer modified with a minimum of 3 percent SBS (styrene-butadiene-styrene) polymer solids by mass based on residual asphalt content,
2. distilled at 400 °F [204 °C] for 15 min.,
3. and meeting the test requirements of Table 3151-3.

<b>Table 3151-3 Micro Surfacing Emulsified Asphalt Requirements</b>			
<b>Test</b>	<b>Method</b>	<b>CQS-1hP Requirement</b>	<b>CQS-1P Requirement</b>
Quality on emulsion:			
Sieve test	AASHTO T 111	≤ 0.3%	≤ 0.3%
Residue after distillation*	AASHTO T 59	≥ 62%	≥ 62%
Quality on residue:			
Softening point	AASHTO T 53	≥ 120°F [49°C]	≥ 115°F [46°C]
* AASHTO T 59, except the temperature for the distillation procedure shall be held at 400°F ±9°F [204°C ±5°C] for 15 min. Complete the entire distillation procedure within 60 min from the first application of heat.			

- END -

**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.

<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

<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:

<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: MN180105 08/10/2018 MN105

Superseded General Decision Number: MN20170105

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/05/2018
1	05/04/2018
2	05/18/2018
3	05/25/2018
4	06/22/2018
5	07/20/2018
6	08/10/2018

BOIL0647-004 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 37.22	27.14

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CARP0361-020 05/01/2016

ST LOUIS COUNTY (Southern 1/3 including Cotton, Floodwood, Fond Du Lac, and Proctor)

Rates	Fringes
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CARPENTER (Including Form  
Work).....\$ 34.57      18.16

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CARP0361-021 05/01/2016

ST LOUIS (Duluth)

Rates      Fringes

CARPENTER (Including Form  
Work).....\$ 34.57      18.16

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CARP0606-010 05/01/2015

ST LOUIS COUNTY (Northeast 2/3 including Cook, Cusson, Ely; and  
Western part including Chisholm, Greaney, and Orr)

Rates      Fringes

CARPENTER (Including Form  
Work).....\$ 34.11      17.08

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ELEC0242-012 05/16/2018

ST. LOUIS (South part bounded on the north by the north line of  
Kelsey Township extended east & west)

Rates      Fringes

ELECTRICIAN.....\$ 36.85      26.17

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ELEC0294-006 05/29/2016

ST. LOUIS (North part bounded on the south by the south line of  
Ellsburg Township, extended east & west)

Rates      Fringes

ELECTRICIAN.....\$ 35.60      71.72%

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\* ENGI0049-064 05/01/2018

Rates      Fringes

OPERATOR: Power Equipment

Group 2.....\$ 36.89      20.30  
Group 3.....\$ 36.34      20.30  
Group 4.....\$ 36.04      20.30  
Group 5.....\$ 33.00      20.30  
Group 6.....\$ 31.79      20.30

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$ .25 PREMIUM;  
CRANE OVER 200' BOOM, EXCLUDING JIB - \$ .50 PREMIUM

UNDERGROUND WORK:  
UNNELS, SHAFTS, ETC. - \$ .25 PREMIUM  
UNDER AIR PRESSURE - \$ .50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):  
LEVEL A - \$1.25 PREMIUM  
LEVEL B - \$ .90 PREMIUM  
LEVEL C - \$ .60 PREMIUM

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IRON0512-028 05/01/2018

Rates      Fringes

IRONWORKER, STRUCTURAL AND  
REINFORCING.....\$ 32.64      27.85

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LABO1091-006 05/01/2018

ST LOUIS (South of T. 55 N)

Rates      Fringes

LABORERS  
(1) Common or General.....\$ 33.18      16.92  
(2) Mason Tender  
Cement/Concrete.....\$ 33.38      16.92

(6) Pipe Layer.....\$ 35.68      16.92

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LABO1091-007 05/01/2018

SOUTHERN ST. LOUIS COUNTY

Rates      Fringes

LABORER

Common or General (Natural  
Gas Pipeline only).....\$ 33.18      16.92

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LABO1097-002 05/01/2018

NORTHERN ST. LOUIS COUNTY

Rates      Fringes

LABORER

Common or General (Natural  
Gas Pipeline only).....\$ 32.09      18.01

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LABO1097-005 05/01/2018

ST LOUIS (North of T. 55 N)

Rates      Fringes

LABORERS

(1) Common or General.....\$ 32.09      18.01  
(2) Mason Tender  
Cement/Concrete.....\$ 32.29      18.01  
(6) Pipe Layer.....\$ 34.59      18.01

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PLAS0633-036 05/01/2018

ST. LOUIS COUNTY (North of T 55N)

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 34.80      19.18

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PLAS0633-039 05/01/2018

ST. LOUIS COUNTY (South of T 55N)

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 34.80      19.18

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TEAM0160-018 05/01/2017

Rates      Fringes

TRUCK DRIVER (DUMP)

(1) Articulated Dump Truck..\$ 30.25	16.60
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....\$ 29.70	16.60
(3) Tandem Axles; & Single Axles.....\$ 29.60	16.60

SUMN2009-072 09/28/2009

Rates Fringes

LABORER: Landscape.....\$ 12.88	4.61
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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)).

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

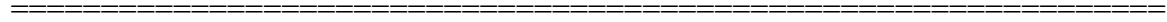
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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.



END OF GENERAL DECISION



## 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**

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**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: 2017-10-30

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)

**LABOR CODE AND CLASS**

	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2017-10-30	29.93	18.22	48.15
	2018-05-01	30.78	19.32	50.10
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2017-10-30	29.93	18.22	48.15
	2018-05-01	30.78	19.32	50.10
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2017-10-30	22.17	14.89	37.06
	2018-05-01	23.02	15.99	39.01
104 FLAG PERSON	2017-10-30	29.93	18.22	48.15
	2018-05-01	30.78	19.32	50.10
105 WATCH PERSON	2017-10-30	25.68	16.77	42.45
106 BLASTER	2017-10-30	32.23	17.02	49.25
107 PIPELAYER (WATER, SEWER AND GAS)	2017-10-30	32.43	18.22	50.65
	2018-05-01	33.28	19.32	52.60
108 TUNNEL MINER	2017-10-30	30.63	18.22	48.85
	2018-05-01	31.48	19.32	50.80
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2017-10-30	30.63	18.22	48.85
	2018-05-01	31.48	19.32	50.80
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;	2017-10-30	29.93	18.22	48.15

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.

		2018-05-01	30.78	19.32	50.10
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2017-10-30	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.	2017-10-30	26.40	8.51	34.91

**SPECIAL EQUIPMENT (201 - 204)**

201	ARTICULATED HAULER	2017-10-30	34.69	19.70	54.39
		2018-05-01	36.04	20.30	56.34
202	BOOM TRUCK	2017-10-30	34.69	19.70	54.39
		2018-05-01	36.04	20.30	56.34
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	2017-10-30	30.44	19.70	50.14
		2018-05-01	31.79	20.30	52.09
204	OFF-ROAD TRUCK	2017-10-30	31.37	16.70	48.07
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS);	2017-10-30	28.36	20.89	49.25

SELF-PROPELLED TRUCK OR TRAILER MOUNTED  
UNITS.

**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

<b>GROUP 2</b>	2017-10-30	35.54	19.70	55.24
	2018-05-01	36.89	20.30	57.19
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>	2017-10-30	34.99	19.70	54.69
	2018-05-01	36.34	20.30	56.64
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>	2017-10-30	34.69	19.70	54.39
	2018-05-01	36.04	20.30	56.34

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

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>	2017-10-30	31.65	19.70	51.35
	2018-05-01	33.00	20.30	53.30

- 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
- 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>	2017-10-30	30.44	19.70	50.14
	2018-05-01	31.79	20.30	52.09

- 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

**TRUCK DRIVERS**

<b>GROUP 1</b>	2017-10-30	30.25	16.60	46.85
	2018-05-01	30.85	17.50	48.35

- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

<b>GROUP 2</b>	2017-10-30	29.70	16.60	46.30
	2018-05-01	30.30	17.50	47.80

- 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

<b>GROUP 3</b>	2017-10-30	27.82	17.20	45.02
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
<b>GROUP 4</b>	2017-10-30	29.37	15.65	45.02
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>				
701 HEATING AND FROST INSULATORS	2017-10-30	40.31	16.75	57.06
702 BOILERMAKERS	2017-10-30	36.50	26.51	63.01
	2018-01-01	37.85	26.51	64.36
703 BRICKLAYERS	2017-10-30	32.91	22.82	55.73
704 CARPENTERS	2017-10-30	35.34	19.29	54.63
	2018-05-01	37.29	19.29	56.58
705 CARPET LAYERS (LINOLEUM)	2017-10-30	32.13	12.85	44.98
706 CEMENT MASONS	2017-10-30	33.95	18.13	52.08
707 ELECTRICIANS	2017-10-30	35.90	25.64	61.54
	2018-06-03	37.40	25.64	63.04
711 GROUND PERSON	2017-10-30	21.61	11.03	32.64

712 IRONWORKERS	2017-10-30	32.04	26.45	58.49
	2018-05-01	34.04	26.45	60.49
713 LINEMAN	2017-10-30	32.27	14.11	46.38
714 MILLWRIGHT	2017-10-30	36.95	16.21	53.16
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2017-10-30	28.01	21.77	49.78
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2017-10-30	37.20	19.94	57.14
	2018-05-01	39.15	19.94	59.09
717 PIPEFITTERS . STEAMFITTERS	2017-10-30	41.60	19.61	61.21
	2018-05-01	43.40	19.61	63.01
719 PLUMBERS	2017-10-30	41.60	19.61	61.21
	2018-05-01	43.40	19.61	63.01
721 SHEET METAL WORKERS	2017-10-30	30.51	24.28	54.79
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
725 TILE FINISHERS	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	2017-10-30	37.82	15.83	53.65

728 WIRING SYSTEMS INSTALLER	2017-10-30	26.49	13.23	39.72
729 ASBESTOS ABATEMENT WORKER	2017-10-30	29.95	18.03	47.98

730 SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR  
EMAIL  
[DLI.PREVVAGE@STATE.MN.US](mailto:DLI.PREVVAGE@STATE.MN.US)

## Notice of truck rental rate certification and effective date

The commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 16, 2018. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 18, 2017, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, on Dec. 28, 2017.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for the Minnesota Department of Labor and Industry (DLI) to obtain further input regarding the determined rates prior to the certification. No additional written input regarding the determination was received by DLI prior to or after the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

### Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$45.02	\$37.35	\$82.37
Region 2	Certification date	\$40.79	\$37.35	\$78.14
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$44.01	\$37.35	\$81.36
Region 5	Certification date	\$31.90	\$37.35	\$69.25
Region 6	Certification date	\$43.00	\$37.35	\$80.35
Region 7	Certification date	\$39.86	\$37.35	\$77.21
	May 1, 2018	\$41.36	\$37.35	\$78.71

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 8	Certification date	\$30.50	\$37.35	\$67.85
Region 9	Certification date	\$46.60	\$37.35	\$83.95
	May 1, 2018	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$42.45	\$37.35	\$79.80

### Four-or-more-axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$46.30	\$54.04	\$100.34
	May 1, 2018	\$47.80	\$54.04	\$101.84
Region 2	Certification date	\$49.88	\$54.04	\$103.92
Region 3	Certification date	\$38.51	\$54.04	\$92.55
Region 4	Certification date	\$44.03	\$54.04	\$98.07
Region 5	Certification date	\$25.35	\$54.04	\$79.39
Region 6	Certification date	\$43.00	\$54.04	\$97.04
Region 7	Certification date	\$37.40	\$54.04	\$91.44
Region 8	Certification date	\$24.10	\$54.04	\$78.14
Region 9	Certification date	\$46.70	\$54.04	\$100.74
	May 1, 2018	\$48.20	\$54.04	\$102.24
Region 10	Certification date	\$27.03	\$54.04	\$81.07

## Tractors

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor-trailer rental rate
Region 1	Certification date	\$46.85	\$56.11	\$102.96	\$11.46	\$114.42
	May 1, 2018	\$48.35	\$56.11	\$104.46	\$11.46	\$115.92
Region 2	Certification date	\$39.02	\$56.11	\$95.13	\$11.46	\$106.59
Region 3	Certification date	\$38.75	\$56.11	\$94.86	\$11.46	\$106.32
Region 4	Certification date	\$25.22	\$56.11	\$81.33	\$11.46	\$92.79
Region 5	Certification date	\$27.25	\$56.11	\$83.36	\$11.46	\$94.82
Region 6	Certification date	\$32.00	\$56.11	\$88.11	\$11.46	\$99.57
Region 7	Certification date	\$31.80	\$56.11	\$87.91	\$11.46	\$99.37
Region 8	Certification date	\$23.83	\$56.11	\$79.94	\$11.46	\$91.40
Region 9	Certification date	\$47.25	\$56.11	\$103.36	\$11.46	\$114.82
	May 1, 2018	\$48.75	\$56.11	\$104.86	\$11.46	\$116.32
Region 10	Certification date	\$26.50	\$56.11	\$82.61	\$11.46	\$94.07

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation highway construction work 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



**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.

# 2018 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 and 2018 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 - Materials".

#### [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 control (QC)** :The activities performed by the **Contractor/Producer** that have to do with making sure the quality of a product or process meets the relevant contract requirements.

**Quality assurance (QA)** : The activities performed by the **Department/Agency** that have to do with making sure the quality of a product or process meets the relevant contract requirements.

**Verification Testing:** Sampling and testing performed by the **Department/Agency** to validate the quality of the product per Title 23-Highways, Code of Federal Regulation 637.203. **Part of QA.**

# 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				
2511.504	Geotextile Filter Type IV				
2433.607	Cement Grout				
2411.604	Modular Block Retaining Wall				
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				
2575.560	Hydraulic Bonded Fiber Matrix				
2575.571	Rapid Stabilization Method 3				
2580.603	Interim Pavement Marking				
2582.603	Pavement Marking Special				

\* 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. \_\_\_\_\_

Bid Item #	Item Description	Qualified Product List	Approved Product List	Certificate of Compliance	Accepted by Engineer*

\* 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 (1)	Contractor / Producer - QC Testing Rates	Agency - QA Testing Rates	
Start-Up Testing Rates for the 1st 2000 tons (2)	Bulk Specific Gravity	2360.2.G.7.b	1 test per 500 tons 55 lb. sample 3 full cylinder molds	(3) 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	1 test per 1000 tons (4) (5) (6)		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g			
	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	(3) 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	(4) (5)		
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	(4) (6)		
	TSR	2360.2.G.7.i	When directed by the Materials Engineer		
	Aggregate Specific Gravity	2360.2.G.7.j	As directed by the Engineer		
	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	(7) (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			
<b>Small Quantity Requirements</b>	< 300 tons per day. See 2360.2G.5 & 2360.3G				
Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of materials Control Rates and will be billed accordingly.					

**NOTES** Testing rates are minimums, additional testing is encouraged to ensure a quality product.

- (1) Review Special Provisions & 2360.2.G Mixture Quality Management.
- (2) The testing rates apply only to mixtures that have not been tested on previous projects in the current year.
- (3) Companion Sample should be collected from each QC sample. Submit one per day for Verification Testing.
- (4) The Contractor will retain the extracted gradation samples in containers with field identification numbers for a period of 10 calendar days. The Engineer will identify which extracted gradation sample is the Verification Companion Sample and whether it is to be tested for coarse and fine aggregate angularity.
- (5) **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1/day if CAA is met. If CAA > 8% of requirement, 1 sample per day but test 1/ week. No testing reqd for Class A and B Aggregates.
- (6) **At start-up or new Mix Design:** 2 tests per day for a minimum of 2 days, then 1/day if FAA is met. If FAA > 5% of requirement, 1 sample per day but test 1/week.
- (7) Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer

## BITUMINOUS SPECIALTY ITEMS

Type of Test	Spec	Contractor/Producer - QC Testing Rates	Agency- QA 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, Underseal & Otta Seal	2356 3137.2B	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	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 & Bituminous Underseal			
<b>Bituminous Mixture</b>	2353	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 2363	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, Underseal & Otta 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, Underseal & Otta 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

Test Type	Contractor/Producer QC Testing Rates	Agency QA Testing Rates	<a href="#">Grading &amp; Base Manual/Form</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.tolerance on optimum moisture from target?	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.	.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.	.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.*	Contractor / Producer QC Testing Rates	Minimum Required Agency QA Testing Rates	Verification Testing Sample
Gradation Testing ( See Notes 2 & 3 )	Aggregate Surfacing	2118 2211.5	1 / 1,000 CY (CV) stockpile gradation only required for materials on hand. Spec 1906.2	> 250 CY or 500 Tons and < 2000 CY or 4000 tons. Material is a minimum of one lot. Test two random samples from each lot and average.	1/source 30 lb.
	Aggregate Base	2211 2211.5		> 2000 CY or 4000 Tons. Divide into lots with lot size no greater than 2000 CY/4000 Tons. Test two random samples from each lot and average.	
	Shoulder Base Aggregate	2221 2211.5		Determine individual results and lot averages for compliance (Table 2211-4 & 2211-5)	
	Drainable Aggregate Base (OGAB & DSB)	2212 3136			
	Granular and Select Granular Material (borrow/embankment)	3149.2B	1/10,000 CY - req'd for mat'l on hand, Spec 1906.2	1/40,000 Cubic Yards - Compacted Volume - CV	1/source 30 lb.
	Stabilizing Aggregate	3149.2C			
	Reclamation FDR	3135.2B	None	Test at Engineer's discretion. Look for oversize FDR, after the motor grader has overturned the material.	None
	Granular Filter	3601.2B	1/source - before delivery on the project.	1/ source  1/ source of Railroad Track Ballast	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	None	1 per major soil, subgrade preparation specified density requires 100% of proctor density.	1 sample 25 lb.
	Non-Granular Material per 2105.3F		<b>AGENCY TESTING: Roadway Embankment:</b> One test per 4,000 yd <sup>3</sup> (CV) <u>or if test rolled, One test per 8,000 yd<sup>3</sup> (CV), Transverse culverts &amp; Abutments:</u> 1 test per every 2 feet of fill per 250' of trench length. <b>Structures Trenches:</b> Four tests for storm catch basins. <b>Subgrade Preparation:</b> One for Guard Shack. Three for each rail extension. Three for Container Storage Area..		
Penetration Index Method (DCP) *	Aggregate Base	3138 2211.3C	None	1 DCP tests per 500 yd <sup>3</sup> (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd <sup>3</sup> (CV) or 1,800 Tons. Minimum 3 DCP tests for each rail line subballast and 3 in Container Storage Area.	None
	Shoulder Base Aggregate			1 DCP test per 3,000 yd <sup>2</sup>	
	Reclamation FDR & SFDR	3135.2B 2215.2C			
	Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2B		<b>AGENCY TESTING: Roadway Embankment:</b> One test per 2,000 yd <sup>3</sup> (CV) <u>or if test rolled, One test per 4,000 yd<sup>3</sup> (CV), Transverse culverts &amp; Abutments:</u> 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 58 and 81.](#)

## GRADING AND BASE CONSTRUCTION ITEMS 2 of 3

	Material Type	Spec.*	Contractor / Producer QC Testing Rates	Minimum Required Agency QA Testing Rates	Verification Testing Sample
Moisture Content Test During All Compaction Methods (see Note 4)	*Aggregate Base, Shoulder & Surfacing	3138	None	1 / 1,000 yd <sup>3</sup> up to 10 Maximum	None
	Drainable Aggregate Base (OGAB & DSB)				
	Reclamation FDR	3135.2B	None	1 / 10,000 yd <sup>3</sup>	
	All Embankment Materials	3149 2105	None	1/10,000 yd <sup>3</sup> up to 10 Maximum	
	Subgrade Preparation			1 per 25 road stations	
Percent Crushing	Particle Count ( see note 1 )		1 required for mat'l on hand, Spec 1906.2	1/ source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B Drainable Bases).	1/source 30lb
Quality	Aggregate Quality Tests	3138 3149 3601	1 required for mat'l on hand, Spec 1906.2	1/ source unless directed by Engineer	1/source 30lb
Depth Check	Reclamation FDR	3135.2B	1/1,000 feet of machine width.	1 per day unless directed by Engineer	
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.		
<p><b><u>Laboratory Samples are companion split samples to the QA sample:</u></b></p> <ul style="list-style-type: none"> <li>-- Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.</li> <li>-- Include the laboratory companion with the first field sample.</li> <li>-- Include the field sample results with the laboratory sample.</li> <li>-- Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.</li> <li>-- Carbonate aggregate materials require 50 lb. samples for the laboratory testing.</li> </ul>					
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: For quality compaction per spec 2105.3F2, test at Engineer's discretion.					

\* Review the Special Provisions. For granular materials, aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the plans or 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 (250 CY).**

## GRADING AND BASE CONSTRUCTION ITEMS 3 of 3

### Guidelines for Required Crushing & Aggregate Quality Tests

	3149 Granular Materials	3138 Aggregate for Surface and Base	3136 Drainable Bases
Crushing	<p><b>Yes</b>, for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate.</p> <p>Test waived if material contains recycled at twice the minimum crushing requirement.</p> <p>Not required for quarried sources.</p>	<p><b>Yes</b>, for Class 5, 5Q &amp; 6. Test waived if material contains recycled at twice the minimum crushing requirement.</p> <p>Not required for quarried sources. Class 2 must contain 100% crushed quarry rock.</p>	<p><b>Yes</b>. Not required for quarried sources.</p>
Bitumen Content	<p><b>Yes</b>, if it contains Bitumen</p>	<p><b>Yes</b>, if it contains Bitumen</p>	Not applicable
LAR	Not applicable	<p><b>Yes</b>, if source is carbonate quarry and does not contain bitumen.</p>	<b>Yes</b>
Insoluble Residue	<p><b>Yes</b>, if source is carbonate quarry and does not contain bitumen.</p>	<p><b>Yes</b>, if source is carbonate quarry and does not contain bitumen.</p>	<p><b>Yes</b>, if source is carbonate quarry.</p>
Litho Exam & Shale Float Test	<p><b>Yes</b>, for Medium Filter Aggregate</p>	<p><b>Yes</b>, for Class 3, 4, 5, 5Q &amp; 6, when not from quarried rock, and does not contain bitumen.</p>	<p><b>Yes</b>, when not from a quarried source.</p>

[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](#)

# CERTIFIED READY-MIX CONCRETE, 1 of 3

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 <a href="#">(Concrete Manual)</a>	<b>Contractor / Producer QC Testing Rates</b> when > 20 cy agency concrete produced per day.				<a href="#">Form</a>	
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) 3126, 3137	For all JMF's (2461.2F.1.d) & bridge deck mix designs requires 1 per <b>day</b> or 1 per 400 yd <sup>3</sup> , whichever is greater. For all other mix designs: 1 or 2 days per <b>week</b> requires 1 per <b>week</b> or 1 per 400 yd <sup>3</sup> , whichever is greater. 3 or more days per <b>week</b> requires 2 per <b>week</b> or 1 per 400 yds <sup>3</sup> , whichever is greater. If <b>weekly</b> Agency production < 400 cy take a second sample on or after third day of production. <b>Bridge Deck Concrete</b> must have passing gradations prior to mixing.				Concrete Agg. Work sheet, Agg. Grad. Control Charts, R-M Plant QC workbook
			<b>Agency QA Testing Rates (1)</b> Verification-companion to QC				
			Coarse & Fine: a minimum of 1 per week per ready-mix plant*.				
		Moisture Content (5-694.142)	<b>QC rates:</b>	1 every 4 hours	<b>QA rates:</b>	None	
		Test Type	<b>Agency QA Testing Rates (1)</b>				
		Aggregate Quality (5-694.146)	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				
		Coarse Aggregate (% Passing 200) (5-694.146)	for each coarse aggregate fraction. Designate 3137.2D2 on the sample card. Gradation results will be included with the monthly quality tests.				
		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	12 lb.	
		3/4" Minus, #67	10 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	500 g	
		Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-	
		Concrete Field Testing Rates	<u>Sampling Locations for Air, Slump, Temperature and Cylinder Testing</u> First load each day per mix - Take sample after discharging approximately 1/4 yd <sup>3</sup> , stop further discharge until both slump and air content test are completed. The first load of concrete <u>must have passing air content and slump 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. Subsequent tests - Sample from the middle portion of the load.				
Test Type	<b>Agency QA Testing Rates (1)</b>						
Air Content - Type 3 Concrete (5-694.541)	1 test per 100 yd <sup>3</sup> . Test first load each day per mix. Test when adjustments are made to the mix.						
Slump (5-694.531)	Test first load each day per mix, then as necessary to verify passing slump. For Bridge Concrete: 1 test per 100 yd <sup>3</sup> . No testing 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.						

# CERTIFIED READY-MIX CONCRETE, 2 of 3

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	Agency QA Testing Rates (1)	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 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 yd <sup>3</sup> per mix per day.	2409 Concrete Cylinder
			Bridge Concrete Grades B, S, and Y: 1 set of 3 cylinders per 100 yd <sup>3</sup> , then 1 set of 3 cylinders per 300 yd <sup>3</sup> per mix per day	
			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	<b>Contractor:</b> 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	<b>Contractor:</b> Perform texture testing at locations determined by the Engineer in accordance with the Contract. 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 Requirements** are for less than 25 yd<sup>3</sup> per week. Plant monitoring is not required but **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.

**General Notes:**

1. The testing rates shown in this Schedule of Materials Control are minimums. Take as many tests as necessary to ensure quality concrete. Should circumstances arise on a project which makes the testing rate impractical, contact the Concrete Engineering Unit.
2. All samples shall be taken in a random manner using an appropriate number generator.
3. The first load of concrete for any pour must have passing air content and slump results, prior to placing.
4. If batching or field adjustments are made, test the adjusted load for air content and if suspect, slump, before it gets into the work. The Engineer will determine if additional testing is required after each water adjustment made during slip form placement. Continue to test for air content and slump, if suspect, when test results are inconsistent or marginal.
5. 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. Retest the air content of the load, slump if required, and record the adjusted test results. Test the next load for air content and slump, if required, before it gets into the work.
6. Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, review either the MnDOT Standard Specifications for Construction or contact the Concrete Engineering Unit for monetary deduction recommendations.

## **CERTIFIED READY-MIX CONCRETE, 3 of 3**

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.

### **Best Practices:**

- 1.** It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete (i.e. 3A21, S mixes, JMF mixes).
- 2.** It is recommended that the Agency representative continually monitor the progress of all concrete pours in the field and review Certificate of Compliances. It is not a recommended practice to only perform minimum testing requirements and leave the pour.
- 3.** It is recommended to make standard strength cylinders after the first load of concrete unless that is the only load of concrete for that mix that day.
- 4.** The Agency is responsible for verification sampling. For safety and consistency in sampling and splitting of the sample, it is recommended that the agency and the producer/contractor obtain the verification sample in tandem. This will allow the producer/contractor to witness the sampling process and take possession of the verification companion.

## 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.

	Material	Spec. No.	Agency QA Minimum Required Field Sampling Rate	Form No.
Concrete Plant Batching Materials	Portland Cement	3101	Shall be a Certified Supplier - 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 (Acceleration, 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	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 QA Testing	Certified Ready-Mix Plant Agency QA 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	<u>If w/c incentives apply:</u> 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> .	<u>If w/c incentives apply:</u> 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 QA Testing	Form
Air Content before consolidation for Type 3 concrete	<a href="#">Review Concrete Manual Website</a>	1 correlation air test per day	2448 Weekly Concrete Report
Air Content after consolidation for Type 3 concrete		1 correlation 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.	MIT-Scan T2 Report
Surface Smoothness /Dowel and Tie Bar Steel Location		Observe Contractor Testing when possible	Concrete Profile Work Sheet /MIT-Scan T2

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 ration 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	12 lb.
3/4" Minus, #67	10 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	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 Contractor/Producer QC Testing	Certified Ready-Mix Plant Contractor/Producer QC Testing	
Gradation (1) (5-694.145) (5-694.148)	3126 3137	When < 250 yd <sup>3</sup> produced 1 per day. When > 250 yd <sup>3</sup> produced/ day: 1 per 1500 yd <sup>3</sup> , or 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 1 per 1/2 day, 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.		
<b>Minimum Aggregate Sample Size</b> *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 QC Testing
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		Perform texture testing at locations determined by the Engineer in accordance with the Contract. 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.
Dowel Bar and Tie Bar Steel Location		On the first day and each day of pavement: (1) Verify the adequacy of the dowel bar anchoring by scanning seven random doweled contraction joints in each subplot. (2) Verify the presence and alignment of tie bar steel by scanning 75 lin. Ft. in each subplot. If the Engineer determines the first days dowel bar anchoring and tie bar placement processes are acceptable, the Engineer may allow a reduction in scanned joints in each subplot as follows: (1) Verify the adequacy of the dowel bar anchoring by scanning four random doweled contraction joints per subplot. (2) Verify the presence and alignment of tie bar steel by scanning 25 lin. ft. out of every subplot.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

## 2404 CONCRETE WEARING COURSE FOR BRIDGES

Test Type (concrete manual)	Spec.	Contractor/Producer QC Testing	Agency QA Testing	<a href="#">Form</a>
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, 500 g for CA-80	50 g for Sand
Quality	30 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/Producer QC Testing	Agency QA 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

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	6 lb. for # 7, 500 g for CA-80	50 g for Sand
Quality	30 lb. for Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

## DOWEL BAR RETROFIT - DBR

Test Type	Spec.	Contractor/Producer QC Testing	Agency QA 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 QA 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	500 g for # 89 & Sand	
Quality	30 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. #	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer
<a href="#">Plant Stock &amp; Landscape Materials</a>	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.
<a href="#">Erosion Control Blanket</a>	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
<a href="#">Erosion Control Netting</a>	3885	
<a href="#">Silt Fence</a>	3886	
<a href="#">Erosion Stabilization Mat</a>	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.
<a href="#">Mulch - Type 3</a>	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).
<a href="#">Sod</a>	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.
<a href="#">Compost (from Certified Source)</a>	3890	
Compost (from Non-Certified Source)		Visual Inspection - As directed by the Engineer.
<a href="#">Hydraulic Soil Stabilizer</a>	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

Kind of Material	Spec. No.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
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.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate) *
<b>Guard Rail</b>		
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	
<b>Steel Posts</b>		
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	
<b>Fence</b>		
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	
<b>Pipe</b>		
Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions	Visual Inspection - As directed by the Engineer.
<b>Reinforcing Steel - Inspected by MnDOT &amp; will be charged back to the Local Agency.</b>		
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.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate) *	
<b>Reinforcing Steel - Inspected by MnDOT &amp; will be charged back to the Local Agency.</b>			
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.	
<b>Castings</b>			
<u>Drainage Castings</u>	3321	Visual Inspection - Check approved / qualified list.	
	2471		
<u>Electrical</u>	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.			
<u>Anchorage (Drilled In)</u>	Special Provisions	Visual Inspection - Check qualified products list.	
<u>Structural Steel</u>	<b>Inspected by MnDOT &amp; will be charged back to the Local Agency.</b>		
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			
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.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
<b>Corrugated Metal Products</b>		
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	<p>Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.</p> <p>Retain the Certificate of Compliance and certified mill analysis in project file.</p>
Structural Plate	3231	
Aluminum Structural Plate	3233	
<b>Pipe</b>		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	<p>Field Inspection: Check for damage and defects. Check dimensions and class as required.</p>
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	<p>Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.</p>
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	<p>Visual Inspection - Acceptance as directed by the Engineer.</p>
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	<p>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></p>
<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.	Minimum Required Agency QA 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	
Non-Metallic (Rigid and HDPE)	3803	
	Special Provisions	
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

Kind of Material	Spec. No.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
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.	Minimum Required Agency QA 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.	Minimum Required Agency QA 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	
Elastomeric Bearing Pads - Plain or Laminated	3741 and Special Provisions	<p style="text-align: center;">Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance.</p> <p style="text-align: center;"><b>DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.</b></p>
Cotton Duck Bearing Pads		

## Approved/Qualified Products

Asphalt Products

Bridge Products

Concrete Products

Crack & Joint Materials Products

Truncated Domes

Drainage

Erosion Control and Landscaping Products

Geosynthetics

Maintenance Shop Supplies

Pavement Markings

Paint/Stain/Coating Systems (Non-Pavement)

Precast Concrete

Roadside Barriers

Roadway Lighting Products

Signals Products

Signing Products

Snow and Ice Chemical Products

Temporary Traffic Control Devices

Traffic Management Systems/ITS

Vehicle Safety Lighting

Walls (Retaining/Noise)

### 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 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)

507-205-6403

### **Metro**

Michael Pretel, PE

State Aid Construction Engineer

MNDOT Metro District

651 234 7778

[michael.pretel@state.mn.us](mailto:michael.pretel@state.mn.us)

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	G&B Engineer	(651) 366-5456
John Bormann	G&B Specialist	(651) 366-5496

[www.dot.state.mn.us/materials/gradingandbase.html](http://www.dot.state.mn.us/materials/gradingandbase.html)

### Bituminous

John Garrity	Bituminous Engineer	(651) 366-5577
Greg Johnson	Asst Bit Engineer	(651) 366-5464
Greg Schneider	Asst Bit Engineer	(651) 366-5403
Elliot Keyes	Pavement Preserv Eng	(651) 366-5432
Deb Evans	Bit Eng Specialist	(651) 366-5574
Ray Betts	Bit Trial Mix Lab Tech	(651) 366-5469

See Bituminous website for the contact list by topic

[www.dot.state.mn.us/materials/bituminous.html](http://www.dot.state.mn.us/materials/bituminous.html)

### Concrete

Maria Masten	Concrete Engineer	(651) 366-5572
Ron Mulvaney	Structural Conc Eng	(651) 366-5575
Rob Golish	Asst Concrete Eng	(651) 366-5576
Wendy Garr	Concrete Eng Specialist	(651) 366-5423
Gordy Bruhn	Conc Field Eng Specialist	(651) 366-5523

See Concrete website for the contact list by topic

[www.dot.state.mn.us/materials/concrete.html](http://www.dot.state.mn.us/materials/concrete.html)

Contacts for other materials can be found on the  
Materials and Road Research Contacts page.

<http://www.dot.state.mn.us/materials/contacts.html>

Contacts for Approved Products can be found  
at the Approved/Qualified products Contact page.

<http://www.dot.state.mn.us/products/contacts.html>

## Materials Lab. Contacts

## Independent Assurance

<p><b>District 1, Duluth</b> Leila DeLuca 218-725-2738 Fax 218-725-2800</p>	<p>Nadine Miller (218) 725-2737 Cell (218) 348-6297</p>										
<p><b>District 2, Bemidji</b> Jeff Long, 218-755-6544 Jason Kisse, 218-755-6542 Fax 218-755-6540</p>	<p>Thomas Lloyd (218) 755-6545 Cell (218) 766-6949</p>										
<p><b>District 3A, Baxter</b> Tom Boser, 218-828-5755 Fax 218-828-5816</p>	<p>Matt Miles (218) 828-5753 Cell (218)232-6748</p>										
<p><b>District 3B, Saint Cloud</b> Teresa Mertens, 320-223-6555 Fax 320-223-6582</p>	<p>Teresa Mertens (320) 223-6555 Cell (320) 493-3559</p>										
<p><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</p>	<p>David Brunner (218) 846-3613 Cell (218) 849-7393</p>										
<p><b>Metro District,</b> Maplewood Lab Mike Evans, 651-366-5409 Fax 651-366-5408</p>	<table border="0"> <tr> <td data-bbox="889 1085 1133 1119">Waters Edge Mat'ls</td> <td data-bbox="1149 1085 1370 1119">(651) 234-7356</td> </tr> <tr> <td data-bbox="889 1125 1133 1159">East Steve Reinardy</td> <td data-bbox="1149 1125 1370 1159">(651) 755-1581</td> </tr> <tr> <td data-bbox="889 1165 1133 1199">Mike Herbst</td> <td data-bbox="1149 1165 1370 1199">(651) 775-1018</td> </tr> <tr> <td data-bbox="889 1205 1133 1239">West Greg Bohmert</td> <td data-bbox="1149 1205 1370 1239">(651) 775-1005</td> </tr> <tr> <td data-bbox="889 1245 1133 1278">Mike Amiot</td> <td data-bbox="1149 1245 1370 1278">(651) 775-1042</td> </tr> </table>	Waters Edge Mat'ls	(651) 234-7356	East Steve Reinardy	(651) 755-1581	Mike Herbst	(651) 775-1018	West Greg Bohmert	(651) 775-1005	Mike Amiot	(651) 775-1042
Waters Edge Mat'ls	(651) 234-7356										
East Steve Reinardy	(651) 755-1581										
Mike Herbst	(651) 775-1018										
West Greg Bohmert	(651) 775-1005										
Mike Amiot	(651) 775-1042										
<p><b>District 6, Rochester</b> Ken DeCramer, 507-286-7580 Jeff Bale, 507-286-7586 Russ Smith, 507-286-7535 Fax 507-285-7112</p>	<p>Ken Pickett (507) 286-7584 Cell (507) 251-0138</p>										
<p><b>District 7, Mankato</b> Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191</p>	<p>Mitch Jordahl (507) 304-6187 Cell (507) 380-9619</p>										
<p><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</p>	<p>Jon Vlaminck (320) 214-6348 Cell (320) 894-7409</p>										

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

<b>Project Information</b>	
<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>

<b>Table B – When and How to Submit Information to MnDOT</b>	
<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.)

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? \_\_\_\_\_
2. 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

3. If equipment to be used is not owned by your firm, please provide the following information:
  - a. 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 \_\_\_\_\_
  - b. Lessor's name: \_\_\_\_\_  
Amount to be paid: \_\_\_\_\_ Number of days to be used: \_\_\_\_\_
4. 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: \_\_\_\_\_
5. What is the name of the person supervising your work on this project? \_\_\_\_\_  
Is this your employee? \_\_\_\_\_
6. 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).

1. What material(s) are you supplying? \_\_\_\_\_
2. Total dollar amount of materials to be supplied? \_\_\_\_\_
3. Who are you purchasing the materials from? \_\_\_\_\_
4. What is the quantity of material to be purchased? \_\_\_\_\_
5. Where are the materials being delivered? (ie. project site or plant) \_\_\_\_\_
6. 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 (You must complete this part.)</b>				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON			TITLE	

<b>PART B - PROJECT DESCRIPTION (You must complete this part.)</b>				
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	%	VS	DBE COMMITMENT	(Type of GFE Information – Check one only)
			%	<input type="checkbox"/> Pre-award <input type="checkbox"/> Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid \$ * DBE % Goal)				

<b>PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)</b>	
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					Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
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							
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.)							
NON-DBE COMMITMENTS 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).							
<u>NON-DBE Contractor Information</u>			Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?		
1.	NON-DBE Contractor Name					Yes	
	Contact Name						
	Address						No
	Federal Tax #	E-mail					
	Phone	Fax:					
NON-DBE Contractor Name					Yes		
Contact Name							
Address						No	
Federal Tax #	E-mail						
Phone	Fax						
NON-DBE Contractor Name					Yes		
Contact Name							
Address						No	
Federal Tax #	E-mail						
Phone	Fax						
NON-DBE Contractor Name					Yes		
Contact Name							
Address:						No	
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**

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.

Table with 3 columns: 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**

**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	Female Goal	Minority Goal	Female Goal
Aitkin	2.2%	6.9%	12%	9%
Anoka	2.9%	6.9%	22%	15%
Becker	0.7%	6.9%	12%	9%
Beltrami	2.0%	6.9%	12%	9%
Benton	0.5%	6.9%	15%	12%
Big Stone	2.2%	6.9%	15%	9%
Blue Earth	2.2%	6.9%	15%	9%
Brown	2.2%	6.9%	15%	9%
Carlton	1.2%	6.9%	12%	9%
Carver	2.9%	6.9%	22%	15%
Cass	2.2%	6.9%	12%	9%
Chippewa	2.2%	6.9%	15%	9%
Chisago	2.9%	6.9%	15%	12%
Clay	0.7%	6.9%	12%	9%
Clearwater	2.0%	6.9%	12%	9%
Cook	1.2%	6.9%	12%	9%
Cottonwood	0.8%	6.9%	15%	9%
Crow Wing	2.2%	6.9%	12%	9%
Dakota	2.9%	6.9%	22%	15%
Dodge	0.9%	6.9%	15%	9%
Douglas	2.2%	6.9%	12%	9%
Faribault	2.2%	6.9%	15%	9%
Fillmore	0.9%	6.9%	15%	9%
Freeborn	0.9%	6.9%	15%	9%
Goodhue	2.2%	6.9%	15%	9%
Grant	2.2%	6.9%	12%	9%
Hennepin	2.9%	6.9%	32%	20%
Houston	0.6%	6.9%	15%	9%
Hubbard	2.0%	6.9%	12%	9%
Isanti	2.2%	6.9%	15%	12%
Itasca	1.2%	6.9%	12%	9%
Jackson	0.8%	6.9%	15%	9%
Kanabec	2.2%	6.9%	15%	12%
Kandiyohi	2.2%	6.9%	15%	12%
Kittson	2.0%	6.9%	12%	9%
Koochiching	1.2%	6.9%	12%	9%
Lac Qui Parle	2.2%	6.9%	15%	9%
Lake	1.2%	6.9%	12%	9%
Lake of the Woods	2.0%	6.9%	12%	9%
Le Sueur	2.2%	6.9%	15%	9%
Lincoln	0.8%	6.9%	15%	9%
Lyon	0.8%	6.9%	15%	9%
Mahnomen	2.0%	6.9%	12%	9%



Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Marshall	2.0%	6.9%	12%	9%
Martin	2.2%	6.9%	15%	9%
McLeod	2.2%	6.9%	15%	12%
Meeker	2.2%	6.9%	15%	12%
Mille Lacs	2.2%	6.9%	15%	12%
Morrison	2.2%	6.9%	12%	9%
Mower	0.9%	6.9%	15%	9%
Murray	0.8%	6.9%	15%	9%
Nicollet	2.2%	6.9%	15%	9%
Nobles	0.8%	6.9%	15%	9%
Norman	2.0%	6.9%	12%	9%
Olmsted	1.4%	6.9%	15%	9%
Otter Tail	2.2%	6.9%	12%	9%
Pennington	2.0%	6.9%	12%	9%
Pine	2.2%	6.9%	15%	12%
Pipestone	0.8%	6.9%	15%	9%
Polk	1.2%	6.9%	12%	9%
Pope	2.2%	6.9%	12%	9%
Ramsey	2.9%	6.9%	32%	20%
Red Lake	2.0%	6.9%	12%	9%
Redwood	0.8%	6.9%	15%	9%
Renville	2.2%	6.9%	15%	12%
Rice	2.2%	6.9%	15%	9%
Rock	0.8%	6.9%	15%	9%
Roseau	2.0%	6.9%	12%	9%
Scott	2.9%	6.9%	22%	15%
Sherburne	0.5%	6.9%	15%	12%
Sibley	2.2%	6.9%	15%	9%
St. Louis	1.0%	6.9%	12%	9%
Stearns	0.5%	6.9%	15%	12%
Steele	0.9%	6.9%	15%	9%
Stevens	2.2%	6.9%	12%	9%
Swift	2.2%	6.9%	15%	9%
Todd	2.2%	6.9%	12%	9%
Traverse	2.2%	6.9%	12%	9%
Wabasha	0.9%	6.9%	15%	9%
Wadena	2.2%	6.9%	12%	9%
Waseca	2.2%	6.9%	15%	9%
Washington	2.9%	6.9%	22%	15%
Watonwan	2.2%	6.9%	15%	9%
Wilkin	0.7%	6.9%	12%	9%
Winona	0.6%	6.9%	15%	9%
Wright	2.9%	6.9%	15%	12%
Yellow Medicine	2.2%	6.9%	15%	9%

<b>Minnesota Department of Transportation</b> Office of Civil Rights Contractor Employment Data	<b>1. Contractor Name and Address:</b>  <b>Phone:</b> _____
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2. Employment Data	a) Name: Last Name, First Name, MI	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
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26.							
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>SP#</b> _____ County or City _____		<b>3. Contractor Name:</b> _____  <b>Federal Tax ID:</b> _____  Street Address: _____  City, State Zip _____		<b>4. Prime</b> <input type="checkbox"/> <b>Subcontractor</b> <input type="checkbox"/> (check one)				
		2. Reporting Period to _____		5. Dollar Amount of Contract: _____		6. Percent of Completion: _____				
		<b>7. Employment Data</b> 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
		1.								
2.										
3.										
4.										
5.										
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18.										
19.										
20.										
<b>8. Contract Goals</b>  MINNESOTA GOALS      %OBTAINED _____ %    Minority    _____ %  _____ %    Women      _____ %		<b>9. Prepared by: (Signature)</b>  _____ Print Name: _____ Title: _____ Date: _____ Phone: _____                      Fax: _____			<b>10. Reviewed by: (Signature)</b>  _____ Print Name: _____ Title: _____ Date: _____ Phone: _____                      Fax: _____					

**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

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Name and Title of Corporate Officer

Name of EEO Officer

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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														
<b>Total</b>														
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: \_\_\_\_\_

1. Ethnic Background: Hispanic \_\_\_\_\_; Black \_\_\_\_\_; Asian/Pacific Islander \_\_\_\_\_; White \_\_\_\_\_;
Am. Ind/Alaskan \_\_\_\_\_ (Verify with Tribal I.D. # or Affiliation \_\_\_\_\_).
2. Male; \_\_\_\_\_ Female; \_\_\_\_\_.

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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<p><b>CONTRACTOR:</b> 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.</p> <p>_____</p> <p style="text-align: center;"><i>Contractor Signature/Title</i> <span style="float: right;"><i>Date</i></span></p>
<p><b>PROJECT ENGINEER:</b> I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.</p> <p>_____</p> <p style="text-align: center;"><i>Engineer Signature/Title</i> <span style="float: right;"><i>Date</i></span></p>





Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights  
**On-the-Job Training (OJT) Program Approval Form**

07/12

The Special Provisions of the contract clearly indicate that training and upgrading of minorities and women toward Journey worker status is the primary objective of the training provisions.

We,		, submit the following training program for (Trade) for approval.
	(Name of Contractor)	

**I. Project Information**

Contractor Name	S.P. #	County	Prime	Sub
Address	City	State	Zip	
Contact Person/ EEO Officer		Phone #	e-mail address	
Project Goals				
Trainees	Hours			

**II. Project Training Plan Information**

Trade	# of Trainees Projected	Hourly Assignment per Trainee	Estimated Start Date	Estimated End Date	Recruiting Resource

Planned Training Activities

**III. Contractor Acknowledgment Statement.**

I understand and will comply fully with the plans and specifications under which this training is being performed, and will report subsequent revisions to the training program as changes occur.

Contractor's Representative Signature	Title	Date

**IV. Instruction for the Contractor.**

**The contractor's proposed training programs must be documented on this form and submitted as indicated in the Proposal. Your Company's compliance with this specification will factor into any and all employment related "Good Faith Effort" determinations.**



## 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
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**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 contacting 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).**





## **WITHHOLDING AFFIDAVIT FOR CONTRACTORS**

Attached herein is a copy of the Minnesota Department of Revenue Withholding Affidavit for Contractors, Form IC-134. The successful bidder entering into a Contract with the Owner will be required to file Form IC-134 with the State of Minnesota and provide the Owner with a copy of the completed form certified by the State of Minnesota before final payment can be issued by the Owner.

Copies of completed Form IC-134 will be required from the CONTRACTOR and all subcontractors supplying labor and materials for the Project.



# Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name			Daytime phone	Minnesota tax ID number
Address			Total contract amount	Month/year work began
City	State	ZIP code	\$ Amount still due	Month/year work ended
			\$	

Project Information

Project number	Project location			
Project owner	Address	City	State	ZIP code

Did you have employees work on this project?  Yes  No. If no, who did the work?

Check the box that describes your involvement in the project and fill in all information requested.

**Sole contractor**

**Subcontractor**

Name of contractor who hired you \_\_\_\_\_

Address \_\_\_\_\_

Contractor Type

**Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign Here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature	Title	Date

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610  
Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

### Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

## Form IC134 Instructions

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### Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

### Use of Information

The Department of Revenue needs all the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

### Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at [www.revenue.state.mn.us](http://www.revenue.state.mn.us) or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

### Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

### If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically or by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

**For an immediate response:** Complete and submit your Contractor Affidavit electronically. Go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and choose Withholding Tax. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

**You may complete and mail Form IC134 to:** Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you.

To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

### Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: [www.revenue.state.mn.us](http://www.revenue.state.mn.us)

Email: [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us)

Phone: 651-282 9999 or 1-800-657-3594.

We'll provide information in other formats upon request to persons with disabilities.



Minnesota Department of Transportation  
**Request to Sublet Form (Standard Specification 1801)**

**Prime Contractor Information**

Prime Contractor:	Telephone Number: (    )
State Project Number:	Fax Number: (    )
Project Location:	Email:

**Important Notices and Instructions**

1. The Prime Contractor must complete all sections of this form, acquire all applicable signatures and submit it to the Project Engineer (P.E.) **10 days** prior to the first day of work for each Subcontractor; if necessary, the Prime Contractor may attach additional sheets. In order to ensure compliance with Mn/DOT Specification 1801, the Prime Contractor shall utilize the Request to Sublet Summary Form; <http://www.dot.state.mn.us/const/labor/documents/contractdocs/rtssummary.xls>
2. The Prime Contractor's organization shall perform work amounting to not less than 40 percent of the total original Contract. If the contract contains Disadvantaged Business Enterprise (DBE) and/or Targeted Group Business (TGB) established goals, the Prime Contractor's organization shall perform work amounting to not less than 30 percent of the total original Contract.
3. A First Tier Subcontractor may sublet up to 50 percent of its original Contract.
4. A Second Tier Subcontractor may not sublet any portion of its work under the Contract.
5. Upon approval, the P.E. will sign the form and provide a copy to the Prime Contractor.
6. Upon request, the Prime Contractor will provide a copy of its subcontracts to the P.E. or the Department.
7. Each Subcontractor must complete and submit a IC-134 form to the Department before the State of Minnesota or its Subdivisions will issue final payment to the Prime Contractor.

**First Tier Subcontractor Information**

First Tier Subcontractor:	Federal Tax I.D. Number:
Street Address:	State Tax I.D. Number:
City, State, Zip Code:	Email:
Telephone Number: (    )	Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Fax Number: (    )	Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No

Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
				<u>Total</u>	<u>Total</u>
				%	\$

The Prime Contractor and/or First Tier Subcontractors shall not sublet any portion of its Contract without prior written consent from the P.E.

**Second Tier Subcontractor Information**

Second Tier Subcontractor:			Federal Tax I.D. Number:		
Street Address:			State Tax I.D. Number:		
City, State, Zip Code:			Email:		
Telephone Number: (     )     )			Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Fax Number: (     )     )			Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
<b>Total</b>					
\$					

**CONTRACTOR'S STATEMENT OF COMPLIANCE**

<b><u>Print Name and Title of Prime Contractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>

As a representative of the Prime Contractor, I hereby certify that the information described on this form is truthful and accurate to the best of my knowledge. I certify that all subcontracts contain at a minimum the Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations and the State certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications. Additionally, I understand that prior written consent to sublet any portion of the contract does not relieve the Prime Contractor of liabilities and obligations under the Contract and Bonds.

<b><u>Print Name and Title of First Tier Subcontractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>

As a representative of the First Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates and have provided these specifications to all Second Tier Subcontractors.

<b><u>Print Name and Title of Second Tier Subcontractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>

As a representative of the Second Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates.

<b><u>Print Name and Title of Project Engineer</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>

As a representative of the Department, I approve the Prime Contractor's utilization of the above-mentioned Subcontractors. Additionally, the Prime Contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.

All persons signing this form understand that willful falsification of this document may result in civil and/or criminal prosecution under federal and/or state law. See Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63; or the United States Code 18 U.S.C. 1001, 31 U.S.C. 231, CFR 5.12.

For additional information, visit the Labor Compliance website at: <http://www.dot.state.mn.us/const/labor/>

# 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 \_\_\_\_\_

**CONTRACTOR/COMPANY**

**Contractor**

\_\_\_\_\_  
Purchasing Agent  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

By

\_\_\_\_\_  
Assistant City Attorney  
Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Company Representative

Its

\_\_\_\_\_  
Title of Representative  
Approved this \_\_\_\_\_ day of \_\_\_\_\_





**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) ) 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  
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







# City of Duluth

## Indemnification & Insurance Requirements

### INDEMNIFICATION CLAUSE

To the extent allowed by law, Consultant shall defend, indemnify and hold the City of Duluth and Duluth Seaway Port Authority 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 and Duluth Seaway Port Authority 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 and Duluth Seaway Port Authority 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



# Geotechnical Evaluation Report

Berth 5 and 6 Improvements  
1125 Port Terminal Drive  
Duluth, Minnesota

*Prepared for*

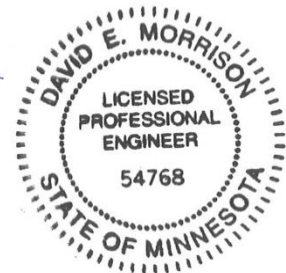
**SEH, Inc.**

## **Professional 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.



David E. Morrison, PE  
Project Engineer  
License Number: 54768  
March 28, 2018



Project B1801410

Braun Intertec Corporation

March 21, 2018

Project B1810410

Matthew Bolf, PE  
SEH, Inc.  
418 West Superior Street, Suite 200  
Duluth, MN 55802

Re: Geotechnical Evaluation  
Berth 5 and 6 Improvements  
1125 Port Terminal Drive  
Duluth, Minnesota

Dear Mr. Bolf:

We are pleased to present this Geotechnical Evaluation Report for the proposed improvements to Berth 5 and 6 in Duluth, Minnesota.

Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact David Morrison at 218.624.4967 or dmorrison@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, PE  
Project Engineer



Joseph C. Butler, PE  
Principal/Senior Engineer

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### Appendix

Soil Boring Location Sketch

Fence Diagram

Log of Boring Sheets SB-01 to SB-08

Descriptive Terminology of Soil

## A. Introduction

### A.1. Project Description

This Geotechnical Evaluation Report addresses the design and construction of the proposed container storage and handling area, located at Berth 5 and 6 in Duluth, Minnesota. The project will include the construction pavements for the container storage area and associated drive areas. We understand bituminous pavements and concrete pavements are being considered. Table 1 provide project details.

**Table 1. Summary of Project Components**

Aspect	Description
Container Storage Area	Containers stacked 2 high Standard Container weight 69,500 lbs Standard Container dimensions 8' wide 40' long
Driving Area	Bituminous or Concrete Paved
Grade change	Less than 1 foot

### A.2. Site Conditions and History

Currently, the site exists as a gravel surfaced area on the south side of the Port Terminal Facility. The area is bordered by the Superior Bay and Duluth Harbor Basin to the south and east. Currently the area is utilized for vehicle parking and cargo storage. The site was hydraulically filled with dredge sand to meet its present elevation.

Current grades range from approximately 607' to 609'. Generally, the site is sloping downward, to the North.

**Photograph 1. Aerial Photograph of the Site in 2017**



Photograph provided by Google Earth Pro®.

### **A.3. Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the pavements.

### **A.4. Background Information and Reference Documents**

We reviewed the following information:

- A Geologic Map of Minnesota, prepared by Howard C. Hobbs and Joseph E. Goebel, dated 1982.

- Aerial photographs of the project area using Google Earth®.
- Previous geotechnical report prepared by Lakehead Testing Laboratory, Inc. and dated January 15, 1974.
- Soil Boring Location Map prepared by Short-Elliot-Hendrickson (SEH), Inc., undated.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses and/or recommendations.

#### **A.5. Scope of Services**

We performed our scope of services for the project in accordance with our Authorization for Services QTB070244 to Mr. Bolf of SEH, Inc., dated February 2, 2018, and authorized on February 12, 2018. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.
- SEH, Inc. selected and staked the new exploration locations. We cleared the exploration location of underground utilities.
- Performing eight (8) standard penetration test (SPT) borings, denoted as SB-01 to SB-02, to nominal depths of 15 to 40 feet below grade across the site.
- Performing laboratory testing on select samples to aid in soil classification and engineering analysis.
- Perform engineering analysis including settlement calculations.
- Preparing this report containing a boring location sketch, logs of soil borings, a summary of the soils encountered, results of laboratory tests, and recommendations for pavement subgrade preparation and the design of pavements.

Our scope of services did not include environmental services or testing, and we did not train the personnel performing this evaluation to provide environmental services or testing. We can provide these services or testing at your request.

## B. Results

### B.1. Geologic Overview

We based the geologic origins used in this report on the soil types, in-situ and laboratory testing, and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history for the site.

### B.2. Boring Results

Table 2 provides a summary of the soil boring results, in the general order we encountered the strata. Please refer to the Log of Boring sheets in the Appendix for additional details. The Descriptive Terminology sheets in the Appendix include definitions of abbreviations used in Table 2.

**Table 2. Subsurface Profile Summary\***

Strata	Soil Type - ASTM Classification	Range of Penetration Resistances	Commentary and Details
Aggregate Surfacing			<ul style="list-style-type: none"> <li>▪ Overall thickness of 6 inches.</li> <li>▪ Due to the color of the underlying subgrade, it was difficult to determine the thickness of the layer</li> </ul>
Fill	SP-SM, SM	2 to 27 blows per foot of penetration (BPF)	<ul style="list-style-type: none"> <li>▪ General penetration resistance of 5 to 25 BPF.</li> <li>▪ Moisture condition generally moist to waterbearing</li> <li>▪ Thicknesses at boring locations varied from 11 1/2 to 19 feet.</li> </ul>
Organic Soils	PT, SP, SP-SM, SM	2 to 7 BPF	<ul style="list-style-type: none"> <li>▪ Thicknesses at boring locations varied from 3 1/2 to 5 1/2 feet.</li> <li>▪ Occasional layers of slightly organic to organic soils throughout, but often organic or mixed with organic soils near boundary with swamp deposited soils.</li> <li>▪ Highly variable, soils intermixed.</li> </ul>



Strata	Soil Type - ASTM Classification	Range of Penetration Resistances	Commentary and Details
Lacustrine	ML		<ul style="list-style-type: none"> <li>▪ Brown in color</li> <li>▪ Moisture condition generally waterbearing</li> </ul>
Glacial deposits	SP, SP-SM,	4 BPF to 50 blows per 5 inches of penetration	<ul style="list-style-type: none"> <li>▪ General penetration resistance of 5 to 40 BPF.</li> <li>▪ Variable amounts of gravel</li> <li>▪ Generally brown in color</li> </ul>

\*Abbreviations defined in the attached Descriptive Terminology sheets.

For simplicity in this report, we define existing fill to mean existing, uncontrolled or undocumented fill.

### B.3. Groundwater

Table 3 summarizes the depths where we observed groundwater; the attached Log of Boring sheets in the Appendix also include this information and additional details.

**Table 3. Groundwater Summary**

Location	Surface Elevation	Measured or Estimated Depth to Groundwater (ft)	Corresponding Groundwater Elevation (ft)
SB-01	607.2	7 1/2	599 1/2
SB-02	607.6	7 1/2	600
SB-03	608.8	9	600
SB-04	608.7	9	599 1/2
SB-05	608.5	9	599 1/2
SB-06	609.3	9	600 1/2
SB-07	609.5	9	600 1/2
SB-08	609.1	10	599

At the time of our observation, the groundwater surface elevation appeared to be about elevation 600 feet. The surface elevation of Superior Bay and Duluth Harbor Basin at the time of drilling was about 600

1/2 feet. Project planning should expect groundwater will fluctuate in relation to Superior Bay and Duluth Harbor Basin.

## **B.4. Laboratory Test Results**

The boring logs show the results of moisture content and mechanical analysis testing we performed, next to the tested sample depth.

## **C. Recommendations**

### **C.1. Design and Construction Discussion**

#### **C.1.a. General**

The borings generally encountered aggregate surfacing over sand fill. The fill was generally underlain by organic soils over glacial outwash sands. Fill and organic soils encountered in the borings are highly variable and will settle when subjected to increased loading due to grade change and container storage.

#### **C.1.b. Aggregate Surfacing**

Aggregate surfacing was encountered at the surface. We understand a geotextile was previously installed below the aggregate base however, due to the frozen nature of the soils; it was not visible in the borings. In addition, due to the frozen nature of the soils, the thickness of the aggregate surfacing was difficult to determine, based on discussions with SEH, we understand 12 inches of aggregate surfacing was installed when the gravel lot was constructed.

The existing aggregate surfacing appeared suitable for support of the pavements; if the aggregate surfacing is utilized as is; that is, without removing and stockpiling it for reuse, we recommend the surface compacting with a large vibratory roller compactor. The entire area should then be proofrolled and any soft/weak soils be corrected prior to placement of pavements.

In the aggregate is to be considered a structural part of the proposed pavement section, we recommend the thickness of aggregate and the gradation of the aggregate be verified during construction.

#### **C.1.c. Existing Fill**

As previously discussed, a portion of the bay was filled to create the Port Terminal. The existing fill was hydraulically placed with dredge sand to its current elevation. Our borings encountered up to 19 feet of

fill. The existing fill is variable and we anticipate it was not placed with the intent of supporting structural load (loaded containers). The fill will settle under sustained loading.

#### **C.1.d. Buried Organic Soils**

Swamp deposits and organic soils associated with the bordering St. Louis Bay and Duluth Harbor Basin extend to a depth of 22 1/2 feet below the existing ground surface. Organic soils are highly compressible and will consolidate if subjected to increased stress through grade increase and/or structural loads (such as containers).

#### **C.1.e. Settlement**

The amount of settlement an area may undergo due to a proposed change in loading is calculated based on the strength of the soils located in the influence zone below the load. The depth of the influence area is generally estimated to be twice the greatest dimension (width or length) of the loading area, ie: the influence depth of a 150-foot by 150-foot area completely covered by containers is 300 feet.

We will note that we did not conduct borings through the influence zone of the containers. Our experience in the area and a review of the borings complete for the original construction of Berths 5 and 6 suggest that the native sands at depth extends down to a depth of about 65 feet. A rather medium to rather stiff clayey material is present from 65 feet down to very dense glacial till at 80 to 100 feet. For the purpose of our settlement calculations, we assumed the native sand extend to about 65 feet, clay extends to 100 feet and very dense glacial till or bedrock is below the clay. Additional, deeper, borings would be required to confirm.

Bearing capacity calculations for the container storage area were performed using various assumed loading area, including 150 feet by 150 feet and 75 feet by 75 feet. Based on the encountered soils, influence zone and anticipated loading, settlement of up to 2 1/2 inches is anticipate. It should be noted that; reducing the loading area from 150 to 75 feet had negligible effects on settlement.

In addition, due to the variable nature and depths of the fill and organic soils across the site (from boring to boring), settlement will not occur at a consistent rate across the site.

#### **C.1.f. Pavements**

We understand bituminous pavements are being considered for container storage areas. Storage containers are not flat; they have connection "feet" extending from the bottom that create point loads on pavements. If bituminous were to be used, the feet from the containers would cause premature

failure of the pavements. We recommend bituminous pavements not be used in areas where containers will be stored.

Alternate pavement materials include conventionally placed concrete and roller compacted concrete.

## **C.2. Site Grading and Subgrade Preparation**

### **C.2.a. Subgrade Preparation**

We recommended that the pavement areas be proofrolled to evaluate the stability of the subgrade and existing aggregate surfacing prior to placement of fill and pavements. Unsuitable areas identified by the proofrolling operation should be undercut and replaced with structural fill. Proofrolling can be accomplished through use of a fully-loaded, tandem-axle dump truck or similar equipment providing an equivalent subgrade loading. We also recommend having a geotechnical representative observe the proofroll. Areas that fail the proofroll likely indicate soft or weak areas that will require additional soil correction work to support pavements.

The contractor should correct areas that display excessive yielding or rutting during the proofroll, as determined by the geotechnical representative. Possible options for subgrade correction include moisture conditioning and recompaction, subcutting and replacement with soil or crushed aggregate. We recommend performing a second proofroll after the fill materials are in place, and prior to placing bituminous or concrete pavement.

## **C.3. Frost Protection**

We consider the poorly graded sand with silt (SP-SM) to be slightly frost susceptible, unfavorable amounts of heaving could occur if these soils become saturated and freeze. Grading to direct surface drainage away from storage area helps limit the potential for saturation and subsequent heaving to occur.

Over the life of the pavement or slab, cracks may develop and joints may open up, which will expose the subgrade and allow water to enter the subgrade. This water entering the subgrade increases the likelihood of heave. It will be critical that the owner develop a detailed maintenance program to repair any cracks and joints that may develop during the useful life of the various surface features. The maintenance program should pay special attention to areas where dissimilar materials abut one another, where construction joints occur and where shrinkage cracks develop.

## **C.4. Pavements and Exterior Slabs**

### **C.4.a. Design Sections**

Our scope of services for this project did not include laboratory tests on subgrade soils to determine an R-value for pavement design. Based on our experience with similar sand soils anticipated at the pavement subgrade elevation, we recommend pavement design assume an R-value of 70. Note the contractor may need to perform limited removal of unsuitable or less suitable soils to achieve this value.

We based the concrete pavement designs on a modulus of subgrade reaction (k) of 200 pci.

### **C.4.b. Concrete Pavements**

We assumed the concrete pavement will have edge support. Appropriate mix designs, panel sizing, jointing, doweling and edge reinforcement are critical to performance of rigid pavements. We recommend you contact your civil engineer to determine the final design or consult with us for guidance on these items.

### **C.4.c. Performance and Maintenance**

This performance life assumes routine maintenance, such as seal coating and crack sealing. The actual pavement life will vary depending on variations in weather, traffic conditions and maintenance.

Many conditions affect the overall performance of the exterior slabs and pavements. Some of these conditions include the environment, loading conditions and the level of ongoing maintenance. With regard to bituminous pavements in particular, it is common to have thermal cracking develop within the first few years of placement, and continue throughout the life of the pavement. We recommend developing a regular maintenance plan for filling cracks in exterior slabs and pavements to lessen the potential impacts for cold weather distress due to frost heave or warm weather distress due to wetting and softening of the subgrade.

## **D. Railroad Track**

### **D.1.a. General**

We assume the track substructure section will be developed using the methodology and guidance provided in American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Chapter 1, Part 2.

### **D.1.b. Design Section**

We assume the tracks will have a maximum design speed of 25 mph and that wooden ties will be used at 21-inch center-to-center spacing. Based on this data and typical rail car loadings, we have estimated the average ballast pressure (ABP) at bottom of tie to be about 45 psi.

Based on the assumed design methodology, the subgrade strength will dictate the minimum substructure section. We recommend using an allowable subgrade bearing pressures of 17 psi (2,500psf) for the in-place, poorly graded sand with silt. The allowable subgrade bearing pressures include a minimum factor of safety equal to 3.

## **E. Procedures**

### **E.1. Penetration Test Borings**

We drilled the penetration test borings with a floatation tire-mounted core and auger drill equipped with hollow-stem auger. We performed the borings in general accordance with ASTM D6151 taking penetration test samples at 2 1/2- or 5-foot intervals in general accordance to ASTM D1586. We collected thin-walled tube samples in general accordance with ASTM D1587 at selected depths. The boring logs show the actual sample intervals and corresponding depths.

### **E.2. Exploration Logs**

#### **E.2.a. Log of Boring Sheets**

The Appendix includes Log of Boring sheets for our penetration test borings. The logs identify and describe the penetrated geologic materials, and present the results of penetration resistance and other in-situ tests performed. The logs also present the results of laboratory tests performed on penetration test samples, and groundwater measurements.

We inferred strata boundaries from changes in the penetration test samples and the auger cuttings. Because we did not perform continuous sampling, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring locations, and the boundaries themselves may occur as gradual rather than abrupt transitions.

### **E.2.b. Geologic Origins**

We assigned geologic origins to the materials shown on the logs and referenced within this report, based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance testing performed for the project, (4) laboratory test results, and (5) available common knowledge of the geologic processes and environments that have impacted the site and surrounding area in the past.

## **E.3. Material Classification and Testing**

### **E.3.a. Visual and Manual Classification**

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The Appendix includes a chart explaining the classification system we used.

### **E.3.b. Laboratory Testing**

The exploration logs in the Appendix note most of the results of the laboratory tests performed on geologic material samples. The remaining laboratory test results follow the exploration logs. We performed the tests in general accordance with ASTM or AASHTO procedures.

## **E.4. Groundwater Measurements**

The drillers checked for groundwater while advancing the penetration test borings, and again after auger withdrawal. We then filled the as noted on the boring logs.

## **F. Qualifications**

### **F.1. Variations in Subsurface Conditions**

#### **F.1.a. Material Strata**

We developed our evaluation, analyses and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work, or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may reevaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

#### **F.1.b. Groundwater Levels**

We made groundwater measurements under the conditions reported herein and shown on the exploration logs, and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.

### **F.2. Continuity of Professional Responsibility**

#### **F.2.a. Plan Review**

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.



### **F.2.b. Construction Observations and Testing**

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

### **F.3. Use of Report**

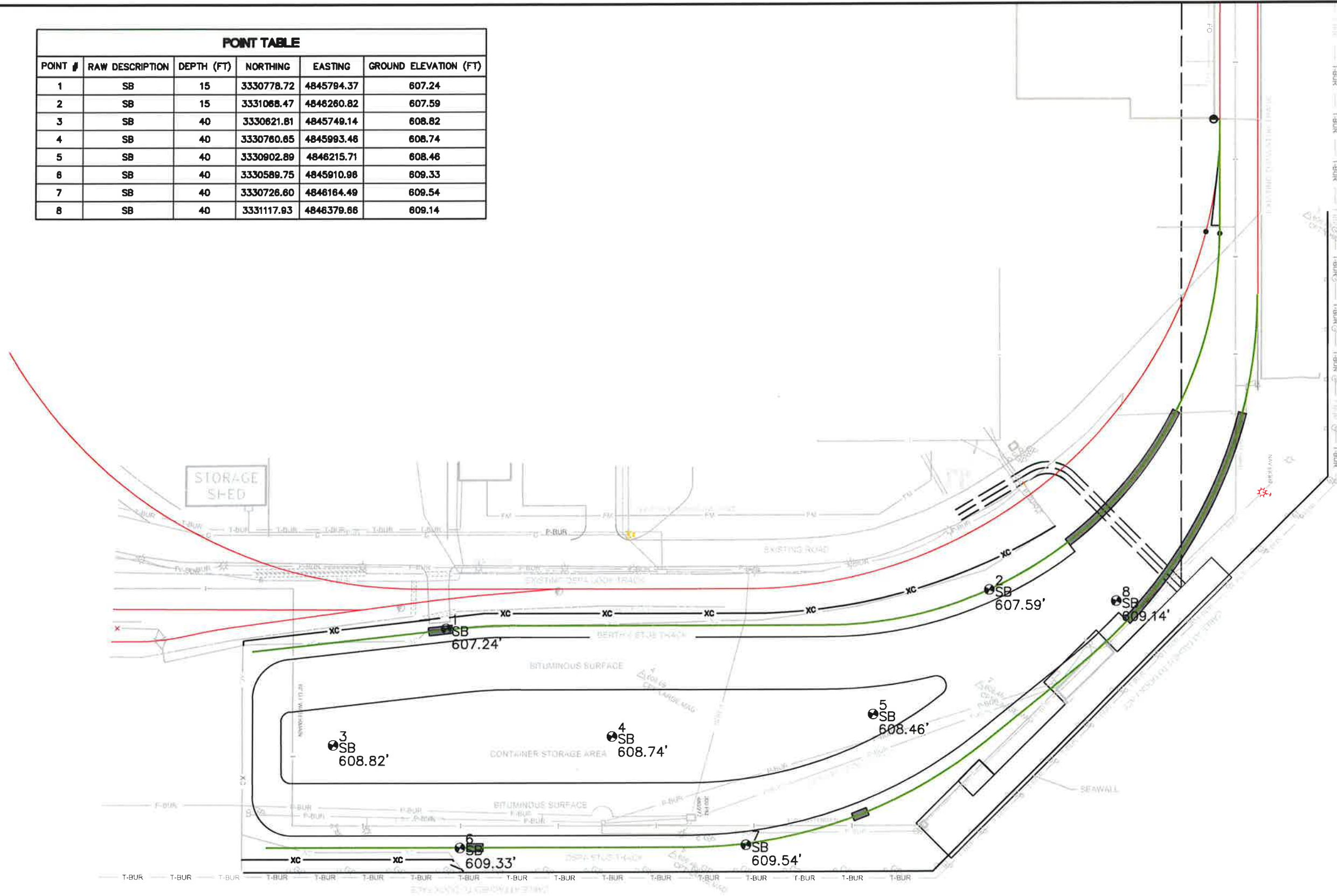
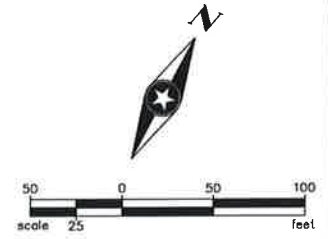
This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

### **F.4. Standard of Care**

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

## Appendix

POINT TABLE					
POINT #	RAW DESCRIPTION	DEPTH (FT)	NORTHING	EASTING	GROUND ELEVATION (FT)
1	SB	15	3330778.72	4845784.37	607.24
2	SB	15	3331088.47	4846280.82	607.59
3	SB	40	3330821.81	4845749.14	608.82
4	SB	40	3330780.85	4845983.46	608.74
5	SB	40	3330902.89	4846215.71	608.46
6	SB	40	3330589.75	4845910.98	609.33
7	SB	40	3330726.60	4846164.49	609.54
8	SB	40	3331117.93	4846379.86	609.14



Save: 3/20/2018 7:57 AM aprall Plot: 3/20/2018 8:07 AM G:\AE\DU\DU\DU\1446338\5-final-design\01-drawings\0-Chit\coord\dwg\sehb\DU1446338B.dwg



DRAWN BY:	SRP				
DESIGNER:	BJR				
CHECKED BY:	BJR				
DESIGN TEAM	NO	BY	DATE	REVISIONS	

PRELIMINARY: NOT FOR CONSTRUCTION

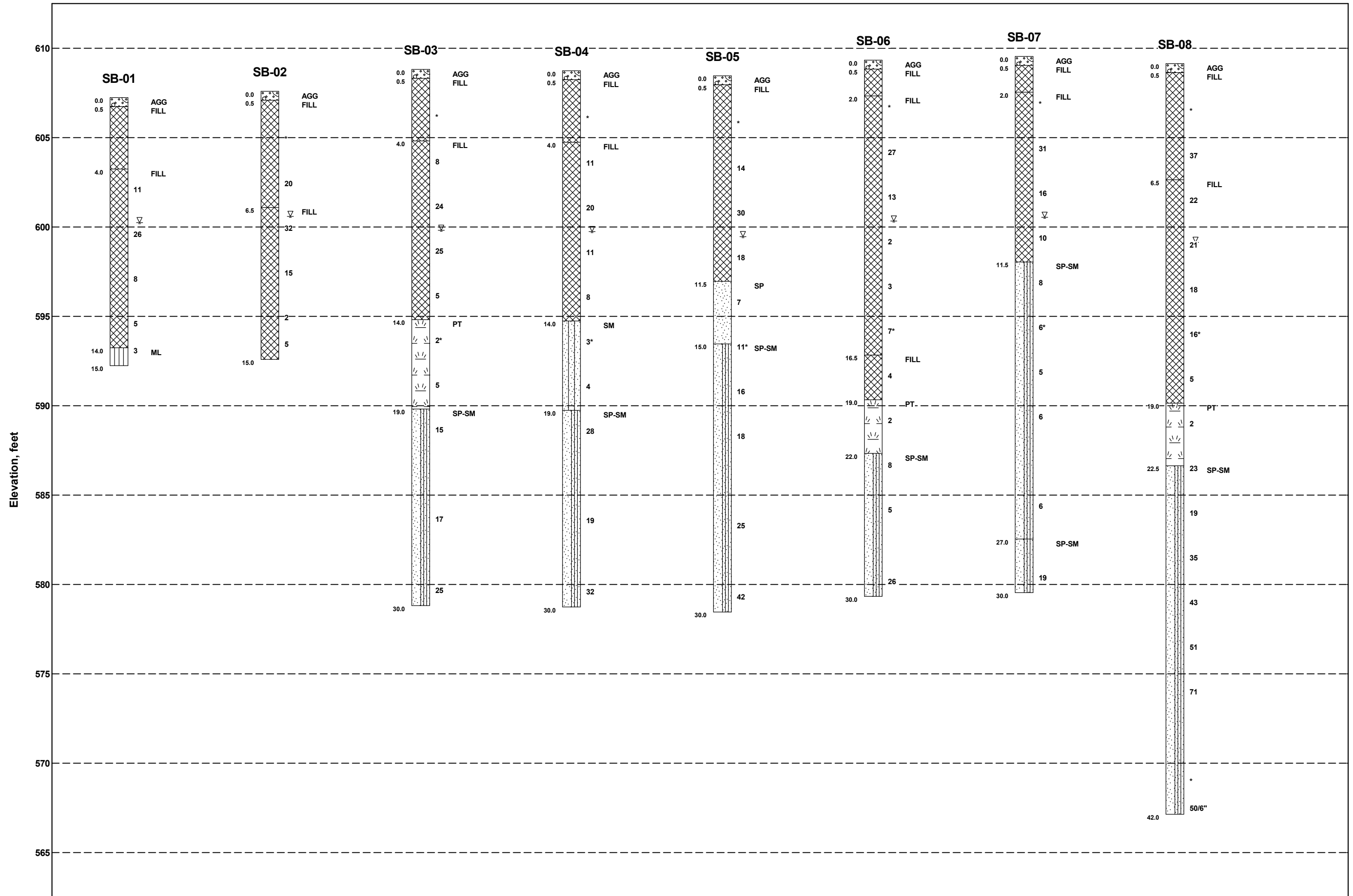


DULUTH, MINNESOTA

SOIL BORING MAP  
DULUTH SEAWAY PORT AUTHORITY

FILE NO.  
DUSPA 144638

SB1



FENCE DIAGRAM  
 GEOTECHNICAL EVALUATION  
 BERTH 5 AND 6 IMPROVEMENTS  
 1125 PORT TERMINAL DRIVE  
 DULUTH, MINNESOTA

(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\X PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

<b>Braun Project B1801410</b> <b>Geotechnical Evaluation</b> <b>Berth 5 and 6 Improvements</b> <b>1125 Port Terminal Drive</b> <b>Duluth, Minnesota</b>				BORING: <b>SB-01</b> LOCATION: See attached sketch.		
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer		DATE: <b>2/28/18</b>	SCALE: <b>1" = 4'</b>	
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
607.2	0.0					
606.2	1.0	AGG	12 inches of aggregate surfacing.			
		FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with a trace of Gravel, brown, frozen.			
603.2	4.0	FILL	FILL: Poorly Graded Sand, fine- to medium-grained, brown, moist.			
				11		
					▽	An open triangle in the water level (WL) column indicates the depth at which groundwater was observed while drilling. Groundwater levels fluctuate.
				26		
				8		
				5		
593.2	14.0					
592.2	15.0	ML	SILT, with Sand, brown, moist, very loose. (Lacustrine Deposit)			
			END OF BORING.			
			Water observed at 7 1/2 feet while drilling.			
			Water observed at 7 feet immediately after withdrawal of auger.			
			Boring immediately backfilled with auger cuttings.			
				3		

(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

<b>Braun Project B1801410</b> <b>Geotechnical Evaluation</b> <b>Berth 5 and 6 Improvements</b> <b>1125 Port Terminal Drive</b> <b>Duluth, Minnesota</b>				<b>BORING: SB-02</b> LOCATION: See attached sketch.		
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer		DATE: 2/28/18		SCALE: 1" = 4'
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
607.6	0.0					
606.6	1.0	AGG	12 inches of aggregate base.			
		FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with a trace of Gravel, brown, frozen to moist.	*		*Frozen.
601.1	6.5	FILL	FILL: Poorly Graded Sand, fine- to medium-grained, with a trace of Gravel, brown, moist to waterbearing.	20	▽	
				32		
				15		
				2		
592.6	15.0			5		
			END OF BORING.  Water observed at 8 feet while drilling.  Water observed at 7 1/2 feet with 14 feet of hollow-stem auger in the ground.  Water observed at 7 feet immediately after withdrawal of auger.  Boring immediately backfilled with auger cuttings.			

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

(See Descriptive Terminology sheet for explanation of abbreviations)

Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota				BORING: <b>SB-03</b> LOCATION: See attached sketch.			
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer		DATE: 2/26/18		SCALE: 1" = 4'	
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	MC %	Tests or Notes
608.8	0.0						
607.8	1.0	AGG	12 inches of aggregate base.				
		FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with a trace of Gravel, brown, frozen.	*			*Frozen.
604.8	4.0	FILL	FILL: Poorly Graded Sand, fine-grained, brown, moist to waterbearing.	8			
				24			
				25			
				5			
594.8	14.0	PT	PEAT, black, waterbearing. (Buried Swamp Deposit)	2*		74.2	*Mud rotary drilling techniques used.
				5		439.7	
589.8	19.0	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense. (Glacial Outwash)	15			
				17			*Water observed at 9 feet while drilling.
				25			Boring immediately backfilled with bentonite grout.
578.8	30.0		END OF BORING.*				

(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota				BORING: <b>SB-04</b>		
				LOCATION: See attached sketch.		
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer		DATE: <b>2/27/18</b>	SCALE: <b>1" = 4'</b>	
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
608.7	0.0					
607.7	1.0	AGG	12 inches of aggregate surfacing.			
		FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with Gravel, gray, frozen.	*		*Frozen.
604.7	4.0	FILL	FILL: Poorly Graded Sand, fine- to medium-grained, brown, moist to waterbearing.	11		
				20		
				11		
				8		
594.7	14.0	SM	SILTY SAND, fine- to medium-grained, with organics, dark brown, waterbearing, very loose. (Buried Swamp Deposit)	3*		*Mud rotary drilling techniques used.
				4		
589.7	19.0	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense to dense. (Glacial Outwash)	28		
				19		*Water observed at 9 feet while drilling. Boring immediately backfilled with bentonite grout.
578.7	30.0			32		
			END OF BORING.*			



(See Descriptive Terminology sheet for explanation of abbreviations)

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Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota				BORING: <b>SB-05</b> LOCATION: See attached sketch.			
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer		DATE: <b>2/27/18</b>		SCALE: <b>1" = 4'</b>	
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	MC %	Tests or Notes
608.5	0.0						
607.5	1.0	AGG	12 inches of aggregate base.				
		FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with a trace of Gravel, brown, frozen to waterbearing.	*			*Frozen.
				14			
				30			
					▽		
				18			
597.0	11.5	SP	POORLY GRADED SAND, fine-grained, with organics, dark brown, waterbearing, loose. (Buried Swamp Deposit)	7		51.4	
593.5	15.0	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense to dense. (Glacial Outwash)	11*			*Mud rotary drilling techniques used.
				16			
				18			
				25			*Water observed at 9 feet while drilling.  Boring immediately backfilled with bentonite grout.
578.5	30.0		END OF BORING.*	42			

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(See Descriptive Terminology sheet for explanation of abbreviations)

Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota				BORING: <b>SB-06</b>		
DRILLER: J. Uremovich				METHOD: 3 1/4" HSA, Autohammer		
DATE: 2/28/18				SCALE: 1" = 4'		
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
609.3	0.0					
608.3	1.0	AGG	12 inches of aggregate surfacing.			
607.3	2.0	FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with Gravel, brown, frozen.			
		FILL	FILL: Poorly Graded Sand, fine- to medium-grained, brown, frozen to waterbearing.	*		*Frozen.
				27		
				13		
				2		
				3		
				7*		*Mud rotary drilling techniques used.
592.8	16.5	FILL	FILL: Silty Sand, fine-grained, with organics, dark brown, waterbearing.			
590.3	19.0	PT	PEAT, black, waterbearing. (Buried Swamp Deposit)			
587.3	22.0	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, loose to medium dense. (Glacial Outwash)			
				8		
				5		*Water observed at 9 feet while drilling. Boring immediately backfilled with bentonite grout.
579.3	30.0		END OF BORING.*	26		

(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota				BORING: <b>SB-07</b>		
DRILLER: J. Uremovich				METHOD: 3 1/4" HSA, Autohammer		
DATE: <b>2/27/18</b>				SCALE: <b>1" = 4'</b>		
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
609.5	0.0					
608.5	1.0	AGG	12 inches of aggregate surfacing.			
607.5	2.0	FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with Gravel, brown, frozen.			
		FILL	FILL: Poorly Graded Sand, fine- to medium-grained, with a trace of Gravel, brown, frozen to waterbearing.	*		*Frozen.
				31		
				16		
				10		
598.0	11.5					
		SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, with Gravel, brown, waterbearing, loose.  (Glacial Outwash)			
				8		
				6*		*Mud rotary drilling techniques used.
				5		
				6		
				6		*Water observed at 9 feet while drilling.
582.5	27.0	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense.  (Glacial Outwash)			Boring immediately backfilled with bentonite grout.
579.5	30.0			19		
			END OF BORING.*			

(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

Braun Project B1801410 Geotechnical Evaluation Berth 5 and 6 Improvements 1125 Port Terminal Drive Duluth, Minnesota					BORING: <b>SB-08</b>				
DRILLER: J. Uremovich			METHOD: 3 1/4" HSA, Autohammer		DATE: 2/23/18		SCALE: 1" = 4'		
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	MC %	P200 %	Tests or Notes	
609.1	0.0	AGG	12 inches of aggregate surfacing.						
608.1	1.0	FILL	FILL: Poorly Graded Sand with Silt, fine- to medium-grained, with a trace of Gravel, brown, frozen.	*		2.5	8.0	*Frozen.	
602.6	6.5	FILL	FILL: Poorly Graded Sand, fine- to medium-grained, with a trace of Gravel, brown, moist to waterbearing.	37					
				22		27.5			
				21	▽				
				18		17.6	4.5		
				16*		23.0		*Mud rotary drilling techniques used.	
				5		39.8			
590.1	19.0	PT	PEAT, black, waterbearing. (Buried Swamp Deposit)	2		376.1			
586.6	22.5	SP-SM	POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense to very dense. (Glacial Outwash)	23					
				19		28.9	2.3		
				35					
				43					

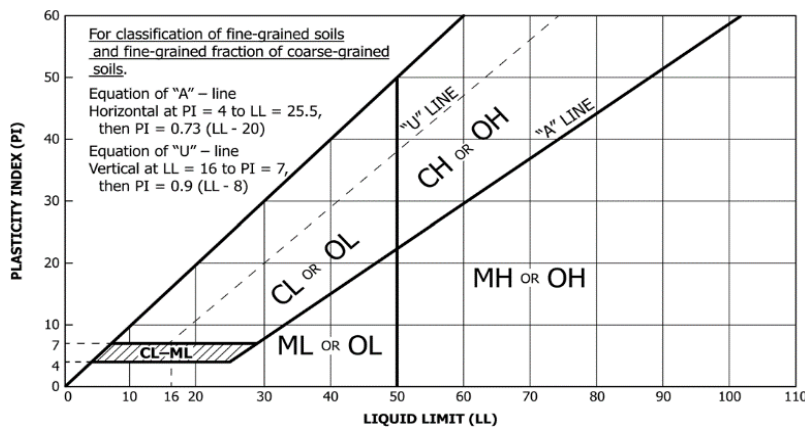
(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\AX PROJECTS\2018\01410.GPJ BRAUN\_V8\_CURRENT.GDT 3/28/18 09:11

<b>Braun Project B1801410</b> <b>Geotechnical Evaluation</b> <b>Berth 5 and 6 Improvements</b> <b>1125 Port Terminal Drive</b> <b>Duluth, Minnesota</b>					BORING: <b>SB-08 (cont.)</b> LOCATION: See attached sketch.				
DRILLER: J. Uremovich		METHOD: 3 1/4" HSA, Autohammer			DATE: 2/23/18		SCALE: 1" = 4'		
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	MC %	P200 %	Tests or Notes	
577.1	32.0		POORLY GRADED SAND with SILT, fine- to medium-grained, brown, waterbearing, medium dense to very dense. (Glacial Outwash) (continued)	51					
				71					
				*					
567.1	42.0		END OF BORING.  Water observed at 10 feet while drilling.  Boring immediately backfilled with bentonite grout.	50/6"					*45 for 6 inches, then 50 for 5 inches.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines <sup>C</sup> )	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel <sup>E</sup>
			$C_u < 4$ and/or ( $C_c < 1$ or $C_c > 3$ ) <sup>D</sup>	GP	Poorly graded gravel <sup>E</sup>
		Gravels with Fines (More than 12% fines <sup>C</sup> )	Fines classify as ML or MH	GM	Silty gravel <sup>EFG</sup>
			Fines Classify as CL or CH	GC	Clayey gravel <sup>EFG</sup>
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines <sup>H</sup> )	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand <sup>I</sup>
			$C_u < 6$ and/or ( $C_c < 1$ or $C_c > 3$ ) <sup>D</sup>	SP	Poorly graded sand <sup>I</sup>
		Sands with Fines (More than 12% fines <sup>H</sup> )	Fines classify as ML or MH	SM	Silty sand <sup>FGI</sup>
			Fines classify as CL or CH	SC	Clayey sand <sup>FGI</sup>
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silt and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>KLM</sup>
			PI < 4 or plots below "A" line <sup>J</sup>	ML	Silt <sup>KLM</sup>
		Organic	Liquid Limit - oven dried	OL	Organic clay <sup>KLMN</sup>
			Liquid Limit - not dried < 0.75	OL	Organic silt <sup>KLM O</sup>
	Silt and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay <sup>KLM</sup>
			PI plots below "A" line	MH	Elastic silt <sup>KLM</sup>
		Organic	Liquid Limit - oven dried	OH	Organic clay <sup>KLM P</sup>
			Liquid Limit - not dried < 0.75	OH	Organic silt <sup>KLM Q</sup>
Highly Organic Soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

- A. Based on the material passing the 3-inch (75-mm) sieve.
- B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- C. Gravels with 5 to 12% fines require dual symbols:
  - GW-GM well-graded gravel with silt
  - GW-GC well-graded gravel with clay
  - GP-GM poorly graded gravel with silt
  - GP-GC poorly graded gravel with clay
- D.  $C_u = D_{60} / D_{10}$        $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
- E. If soil contains  $\geq 15\%$  sand, add "with sand" to group name.
- F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
- G. If fines are organic, add "with organic fines" to group name.
- H. Sands with 5 to 12% fines require dual symbols:
  - SW-SM well-graded sand with silt
  - SW-SC well-graded sand with clay
  - SP-SM poorly graded sand with silt
  - SP-SC poorly graded sand with clay
- I. If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.
- J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
- K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
- L. If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.
- M. If soil contains  $\geq 30\%$  plus No. 200 predominantly gravel, add "gravelly" to group name.
- N. PI  $\geq 4$  and plots on or above "A" line.
- O. PI < 4 or plots below "A" line.
- P. PI plots on or above "A" line.
- Q. PI plots below "A" line



Laboratory Tests			
DD	Dry Density, pcf	OC	Organic content, %
WD	Wet Density, pcf	$q_p$	Pocket penetrometer strength
P200	% Passing #200 sieve	MC	Moisture content, %

- Particle Size Identification**
- Boulders..... over 12"
  - Cobbles..... 3" to 12"
  - Gravel
    - Coarse..... 3/4" to 3" (19.00 mm to 75.00 mm)
    - Fine..... No. 4 to 3/4" (4.75 mm to 19.00 mm)
  - Sand
    - Coarse..... No. 10 to No. 4 (2.00 mm to 4.75 mm)
    - Medium..... No. 40 to No. 10 (0.425 mm to 2.00 mm)
    - Fine..... No. 200 to No. 40 (0.075 mm to 0.425 mm)
  - Silt..... No. 200 (0.075 mm) to .005 mm
  - Clay..... < .005 mm
- Relative Proportions<sup>L, M</sup>**
- trace..... 0 to 5%
  - little..... 6 to 14%
  - with.....  $\geq 15\%$

- Inclusion Thicknesses**
- lens..... 0 to 1/8"
  - seam..... 1/8" to 1"
  - layer..... over 1"

- Apparent Relative Density of Cohesionless Soils**
- Very loose ..... 0 to 4 BPF
  - Loose ..... 5 to 10 BPF
  - Medium dense..... 11 to 30 BPF
  - Dense..... 31 to 50 BPF
  - Very dense..... over 50 BPF

Consistency of Cohesive Soils	Blows Per Foot	Approximate Unconfined Compressive Strength
Very soft.....	0 to 1 BPF.....	< 1/4 tsf
Soft.....	2 to 4 BPF.....	1/4 to 1/2 tsf
Medium.....	5 to 8 BPF.....	1/2 to 1 tsf
Stiff.....	9 to 15 BPF.....	1 to 2 tsf
Very Stiff.....	16 to 30 BPF.....	2 to 4 tsf
Hard.....	over 30 BPF.....	> 4 tsf

- Moisture Content:**
- Dry:** Absence of moisture, dusty, dry to the touch.
  - Moist:** Damp but no visible water.
  - Wet:** Visible free water, usually soil is below water table.

- Drilling Notes:**
- BPF:** Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6 inches into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6-inch increments, and added to get BPF.

- Partial Penetration:** If the sampler cannot be driven the full 12 inches beyond the initial 6-inch set, the number of blows for that partial penetration is shown as "No./X" (i.e., 50/2"). If the sampler cannot be advanced beyond the initial 6-inch set, the depth of penetration will be recorded in the Notes column as "No. to set X" (i.e., 50 to set 4").

- WH:** WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

- WR:** WR indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

- WL:** WL indicates the water level measured by the drillers either while drilling or following drilling.



S.P. 118-080-063; Minn. Proj. No. NHFP 6919(091)

**\*\*NOTICES TO CONTRACTOR\*\***

**Storm Water Permit Application**

The **Application for General Storm Water Permit for Construction Activity** must now be completed **online** on the Minnesota Pollution Control Agency website. Guidance for applying for the permit can be found at the following link:

<http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/stormwater-steps-to-construction.html>

Information regarding the permit application and application fee can be found using the above link. The application fee of **\$400.00**, payable to Minnesota Pollution Control Agency, must also be submitted with the Application.

**NPDES Declaration**

The enclosed **NPDES Declaration** must be completed and mailed with a copy of the above application, and your Contracts and Bonds, to the addresses below:

*Ms. Cindy Voigt  
Duluth City Engineer.  
Room 211 City Hall  
411 W. 1st St.  
Duluth, MN 55802-1191*

*John McDonald  
District 1 DSAE  
1123 Mesaba Avenue  
Duluth, MN 55811.*

*These instructions must be completed for the Contracting Agency to give Final Approval Authority to begin work on this project.*







S.P. 118-080-063; Minn. Proj. No. NHFP 6919(091)

This **National Pollution Discharge Elimination Declaration** shall be executed by the bidder:

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, do state under penalty of perjury  
(*name of the person signing this declaration*)  
under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of \_\_\_\_\_,  
\_\_\_\_\_,  
(*name of the person, partnership or corporation submitting this proposal*)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that in connection with this proposal, the said bidder has completed the required **Application For General Storm Water Permit for Construction Activity** (aka National Pollution Discharge Elimination (NPDES) permit);

(3) that the application fee and completed application have been sent to the Minnesota Pollution Control Agency;

(4) that I have fully informed myself regarding the accuracy of the statements in this declaration.

Signed: \_\_\_\_\_  
(*bidder or authorized representative*) \_\_\_\_\_  
*Date*





## Erosion and Sediment Control Application and Permit

(Required For Land Disturbance of 3,000 sq ft or greater\*\*)

(See City of Duluth UDC Article 2, Section 50-18.1.E) Revised March 2016

<b>SITE LOCATION</b>	
Site Address:	Date:
Lot:	Plat & Parcel:
Nature of Project	
Est. Start Date:	Est. Completion Date:

<b>OWNER / CONTRACTOR</b>			
Property Owners Name	Email:	Telephone No.	
Address	City	State	Zip
Contractors Name	Email:	Telephone No.	
Address	City	State	Zip

<b>CITY USE ONLY</b>	
City Engineer Approval:	Date:
Permit Number:	Permit Fee: <b>\$150</b> <b>\$300</b>

**SEE REVERSE SIDE FOR FEE SCHEDULE AND ADDITIONAL REQUIREMENTS**

(Attach the Erosion and Sediment Control Plan (ESCP) to this application page)

**MS-4 Statement of Compliance** (not for permanent stormwater management)

The property owner and the contractor conducting work on the site are responsible for all the construction activities that occur on the site. By signing this permit both parties are required to install and maintain all erosion and sediment control BMPs to ensure that sediment, soil and debris does not leave the construction site. This includes but is not limited to tracking of soil /mud onto public streets and roadways from vehicles leaving the site, soil eroding from the site onto roadways or drainage ditches or onto neighboring property. If sediment, soil/mud and/or debris leaves the site, both parties are responsible for the immediate clean up and all costs and fines associated with it. Both parties are also responsible for the total restoration of vegetation on the site (seed/mulch, sod, gardens...) after construction disturbance is substantially complete, and only after vegetation has been established with vigorous growth can BMPs be cleaned and removed.

Property Owner	/	/	
	Telephone #	Date	
Contractor	/	/	
	Telephone #	Date	

## EROSION CONTROL PERMIT FEES

Size of Project* (*****)	Erosion and Sediment Control Plan / SWPPP ***	Erosion and Sediment Control Permit	FEE
Land Disturbance Area less than 3,000 s.f.**	Specific plan not required, but must follow BMPs	No	No Fee
Land Disturbance Area greater than 3,000 s.f. and less than 10,000 s.f.	Yes	Yes	\$150
Land Disturbance Area greater than 10,000 s.f. and less than 1 acre.	Yes	Yes	\$300
Land Disturbance Area equal to or greater than 1 acre.	Yes	Yes ****	N/A

\* All projects regardless of area disturbed, will be inspected for compliance with Erosion and Sediment Control Best Management Practices (BMPs), see attached .

\*\* If city engineer determines that the proposed development is in a vulnerable area (steep slopes, erodible soils, adjacent to sensitive areas, etc.) and may cause degradation of the waters connected to the City's storm water system, then the provisions applicable to land disturbance areas between 3,000 and 10,000 sq. ft. shall apply.

\*\*\* A site specific Storm Water Pollution Prevention Plan (SWPPP) meeting MPCA NPDES Permit requirements for Construction Activity is required and shall be submitted to the City for review. An individual one-family or two-family residence (that is not part of a common plan of development) with less than 10,000 sq. ft. of disturbance and less than 7,500 sq. ft. of new impervious area does not have to prepare a SWPPP, but shall submit an erosion control plan meeting the requirements of this document and attachments.

\*\*\*\* The MPCA Permit No. MN R 100001 is required (General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination), and a copy of permit to be submitted to City. See this page for internet link.

\*\*\*\*\* Please see the City of Duluth UDC Article Two, Section 50-18.1.E to determine if the proposed project is required to meet permanent stormwater quality and rate control requirements and applicable fees.

**NOTE: For projects disturbing one acre or more, the MPCA Stormwater Permit for Construction Activity must be completed AND the City of Duluth's form. There is no charge for the city permit form, the city is responsible for tracking and inspection of all sites.**

[www.pca.state.mn.us/water/stormwater/stormwater-c.html](http://www.pca.state.mn.us/water/stormwater/stormwater-c.html)

**The entire MS4 Permit may also be found at the MPCA:  
website:**

[www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements](http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html#requirements)

### City of Duluth Erosion and Sediment Control Plan Guidelines

#### Erosion and Sediment Control Plan (ESCP)

The Permit Application should be filled out and the Erosion and Sediment Control Plan should be prepared as follows:

- Complete the attached Narrative form Item No. 1, or use a separate sheet. Fill in **all** areas as completely as possible.
- Complete a Site Map / Plan showing the items listed below in item No. 2 and see Elements of Erosion Control Plan, Site Map Requirements for further guidance to address specific item for each plan. Additionally see example site map / plan.
- Incomplete Narratives or Site Map / Plans will be returned for additional information and will delay permit approval.

#### Erosion and Sediment Control Methods

Control of sediment is required so that it does not migrate to an adjoining property, roadway, catch basin, or a wetland/watercourse. Diagrams are attached that depict some of the control methods commonly used for erosion and sediment control. Silt fence barriers and crushed rock temporary entrances are common control methods that can be effective for small projects. Additional methods, such as sediment traps and detention structures, are required for some projects and a qualified professional may need to specify the appropriate erosion and sediment control methods. See attached sheet titled Commonly Used Erosion Controls.

#### Activities Exempt from the Ordinance

Minor land disturbing activities are exempt such as: home gardens, landscaping, repairs and maintenance work, utility work, certain septic tank work, fencing, tilling, planting, or harvesting of agricultural, horticultural, or silviculture crops, and certain emergency repairs.

**City Erosion/Sediment Control Permit Narrative -rev 2011**

These are the **absolute minimum** submittal requirements for **all projects**:

**(1) NARRATIVE**

- A) Provide a description of what you are doing and type foundation/disturbance.  
(e.g., constructing a 2,000 sq ft house w/full basement; constructing an attached 24x24 garage on slab; building a 20x15 house addition on frost footings, etc.)
- B) How much land are you disturbing? **Total:** \_\_\_\_\_ **square feet**  
Main soil type? \_\_\_\_\_ Are you importing/exporting any fill? \_\_\_\_\_ Amount \_\_\_\_\_
- C) Describe the slope of the land **and** the slope of the adjacent land.
- D) Describe all temporary erosion control devices you intend to use and show on an attached drawing **where** and **when** you will be installing them. [**At a MINIMUM, you must have** perimeter control such as silt fence and washed rock construction entrance.] **Also, show and protect all stockpiles.**
- E) Final Stabilization. Date you will sod, or seed & mulch, or otherwise establish vegetation on the disturbed area.  
Method: \_\_\_\_\_ Target Date: \_\_\_\_\_  
If site is not vegetated by October 30<sup>th</sup>, describe below your selected winter-over methods (mulch, erosion blanket, etc.).

**(2) DRAWING**

- A) • **Always clearly show** the site grading/disturbance limits.  
• Also, show *pre- and post-development* drainage arrows.
- B) ***Clearly show*** estimated land contours (hand drawn is acceptable for small projects).
- C) **Show any/all** creeks, ditches, wetlands, or other sensitive areas *within 200 feet* of your site.  
• **If none, so state:** \_\_\_\_\_
- D) ***Clearly show*** the amount and placement of silt fence, hay bales, construction entrance, etc.
- E) ***Clearly show*** washed rock construction entrance. [*Minimum: 12' W x 50' L x 6" deep*] **OR** show mud mat reusable mat - *8' x 45' minimum* (see Brock White handout).
- F) • **Show** and label streets and adjacent properties.  
• **Show** catch basins/inlets.  
• ***Clearly show*** all protective measures for those areas where sediment could migrate. Protect your neighbor's property from your construction activity and potential erosion and sediment.

-----  
**\*\*For Large Projects, Commercial Projects, Complex Projects –  
Additional information and design are required - refer to City Ordinance 9365\*\***

Technical assistance: Engineering 730-5200; [Tom Johnson 730-5103]

## **GENERAL NOTES FOR EROSION CONTROL**

### **STRAW BALES or SILT FENCE**

- \*Put up before any other work is done
- \*Install on downslope side(s) of site with ends extended up sideslopes a short distance
- \*Place parallel to the contour of the land to allow water to pond behind the fence
- \*Entrench 4 inches deep (see diagram)
- \*Stake (every 3 feet minimum)
- \*Leave no gaps/ overlap if necessary
- \*Inspect often and maintain
- \*Remove sediment when deposits reach half way up fence or bale

### **ROCK CONSTRUCTION ENTRANCE**

- \*Install a single construction access using large crushed rock (1 ½ “ to 2 ½ “) to prevent tracking of soils off project site
- \*Put rock 6 inches deep, 12 feet wide, 50 feet long
- \* Maintain rock access through project end
- \*All vehicles to use rock entrance

### **SEDIMENT CLEANUP**

- \* By the end of each work day, sweep/scrape up soil tracked on roads, alley , sidewalk
- \* After a storm clean up soil washed off site onto sidewalks, streets, alleys.

### **REVEGETATION**

- \*Seed & mulch, sod or mulch disturbed area as soon as project is completed

### **PRESERVING EXISTING VEGETATION**

- \*Preserve existing trees, shrubs, sod, as much as possible

### **WARNING!** Extra measures may be needed if your site:

- \*Has highly erodible soils
- \*Is within 200 feet of a river or stream
- \*Is within 1,000 feet of a lake
- \*Is steeply sloped
- \*Receives runoff from adjacent land

For more information on appropriate measures for your site, please call the City of Duluth Engineering Division at 730-5200.

## **ELEMENTS OF EROSION & SEDIMENT CONTROL PLAN (ESCP)**

### **ESCP Project Narrative**

- (1) Project description
- (2) Phasing of construction
- (3) Existing site conditions
- (4) Adjacent areas affected by project
- (5) Critical areas identified
- (6) Erosion and sediment control measures
- (7) Soil descriptions
- (8) Permanent stabilization methods
- (9) Stormwater management considerations
- (10) Maintenance schedule for erosion and sediment measures
- (11) Calculations
- (12) Additional information required by the city engineer

### **Criteria to be considered in the ESCP**

- (1) Stabilization of denuded areas and soil stockpiles
- (2) Establishment of permanent vegetation
- (3) Protection of adjacent properties
- (4) Timing and stabilization of sediment trapping measures
- (5) Use of sediment basins
- (6) Cut and fill slopes
- (7) Stormwater management criteria for controlling off site erosion
- (8) Stabilization of waterways and outlets
- (9) Stormwater management criteria for controlling off site erosion
- (10) Working in or crossing water bodies
- (11) Underground utility construction
- (12) Construction access routes
- (13) Disposition of temporary erosion and sediment

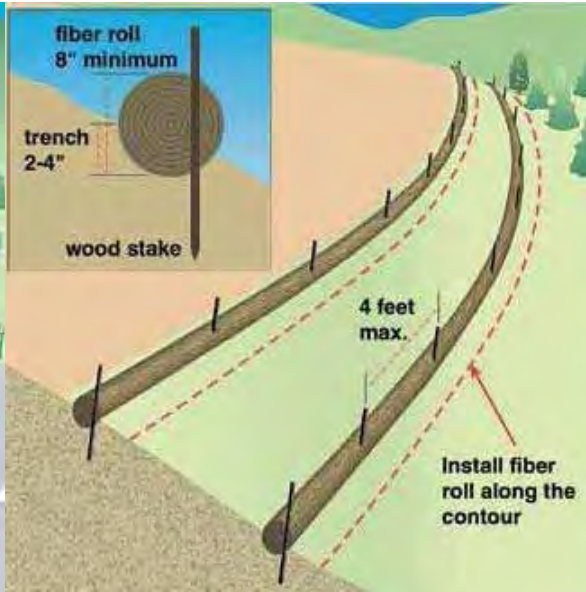
- control measures  
(14) Maintenance of erosion and sediment control practice

### **Site Map Requirements**

- (1) Location Map
- (2) North Arrow
- (3) Scale (1 inch = 100 ft. or greater detail)
- (4) Benchmark
- (5) Existing contours at two ft. intervals, 200 ft. beyond boundary - show watercourses/wetlands
- (6) Final contours
- (7) Existing vegetation - trees, shrubs, grasses
- (8) Soil boundaries
- (9) Property boundary and lot lines
- (10) Elevations and grades - street grades, pond elevations, etc.
- (11) Drainage arrows
- (12) Critical erosion areas
- (13) Clearing and grubbing limits
- (14) Utility plans
- (15) Location of erosion and sedimentation control practices - basins, swales, silt fence, bales
- (16) Location of other practices
- (17) Plan preparer's signature, address and phone number
- (18) Responsible party name, address, and phone number
- (19) Delineation of applicable zoning boundaries



Rock Construction Entrance



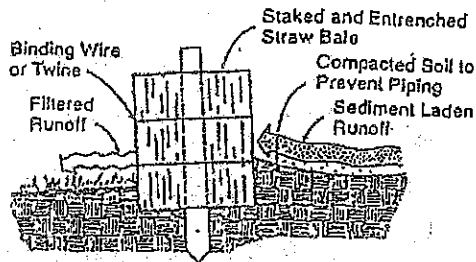
Perimeter Control – Bio Rolls



# Commonly Used Erosion Controls

## Straw Bale Fences

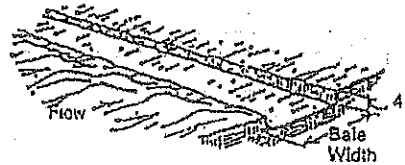
Figure 1—Cross Section of Straw Bale Installation



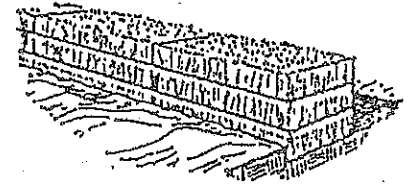
Source: Michigan Soil Erosion and Sedimentation Control Guidebook, 1975.

Figure 2—How to Install a Straw Bale Fence

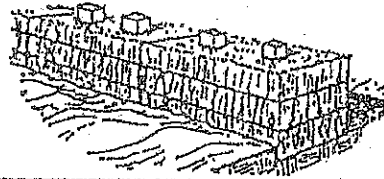
1. Excavate a 4" deep trench.



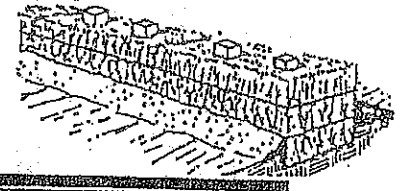
2. Place bales in trench with bindings around sides away from the ground. Leave no gaps between bales.



3. Anchor bales using two steel re-bars or 2" x 2" wood stakes per bale. Drive stakes into the ground at least 8".

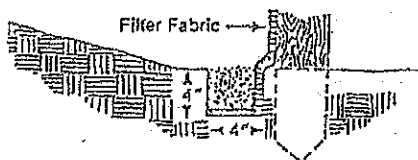


4. Backfill and compact the excavated soil.



## Silt Fences

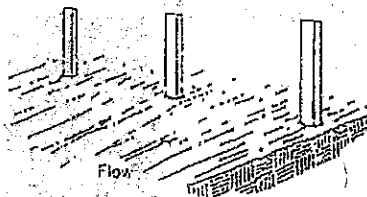
Figure 3—Cross Sections of Trenches for Silt Fences



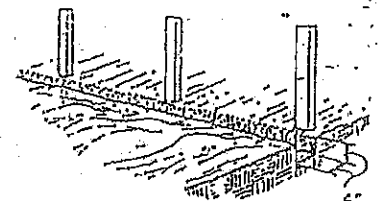
Source: North Carolina Erosion and Sediment Control Planning and Design Manual, 1988.

Figure 4—How to Install a Silt Fence

1. Set stakes no more than 3 ft. apart and drive them into the ground at least 8".



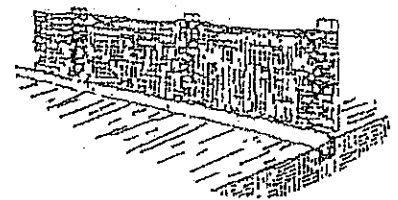
2. Excavate a 4" x 4" trench upslope along the line of stakes.



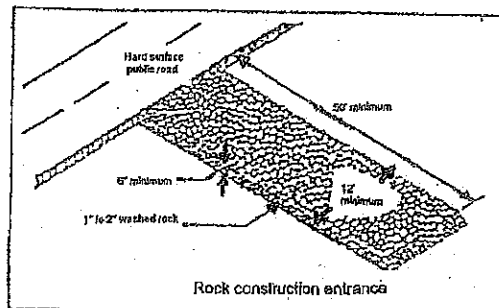
3. Staple filter material on upslope side of stakes and extend it into the trench. When joints are necessary, overlap material between two stakes and fasten securely.



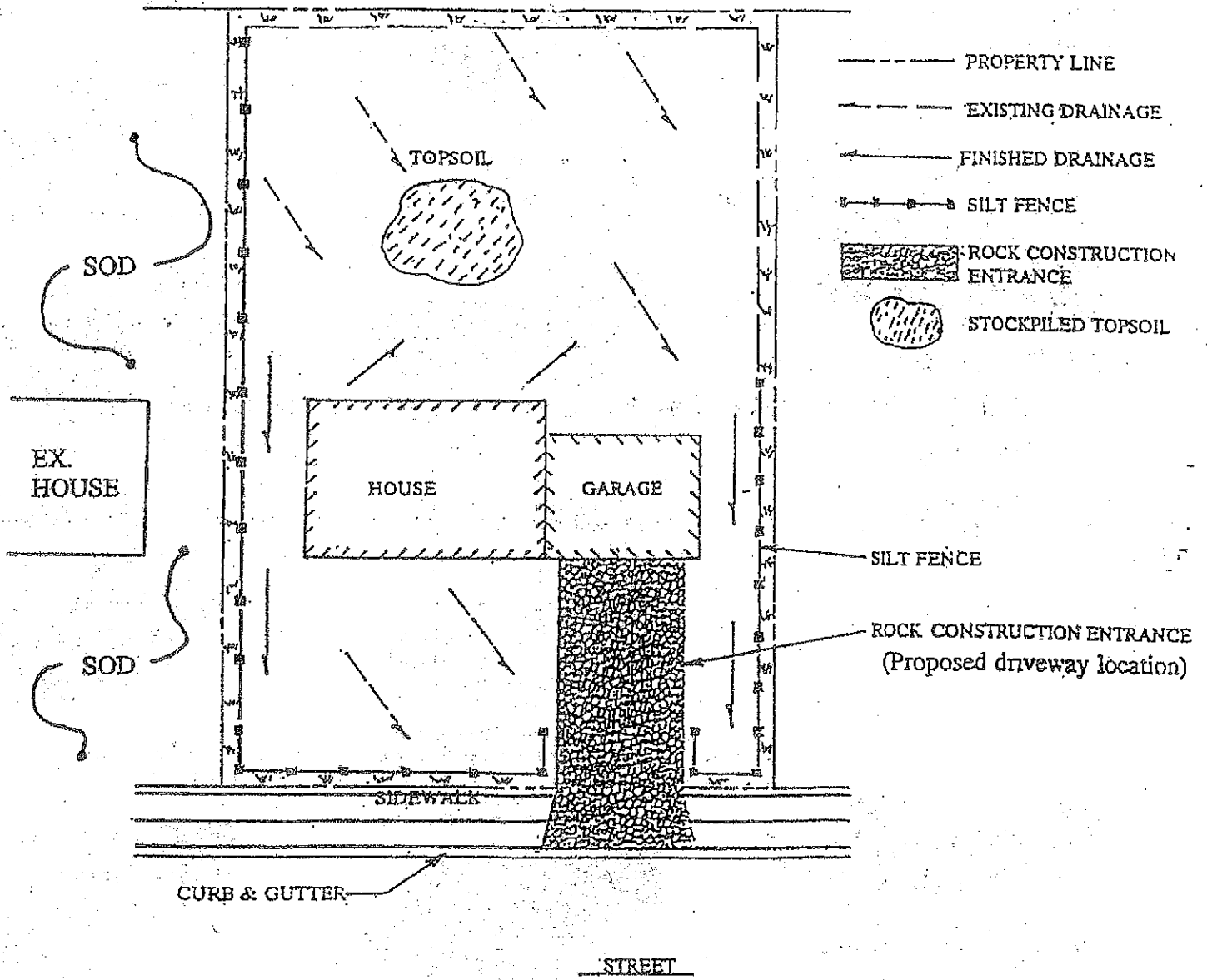
4. Backfill and compact the excavated soil.



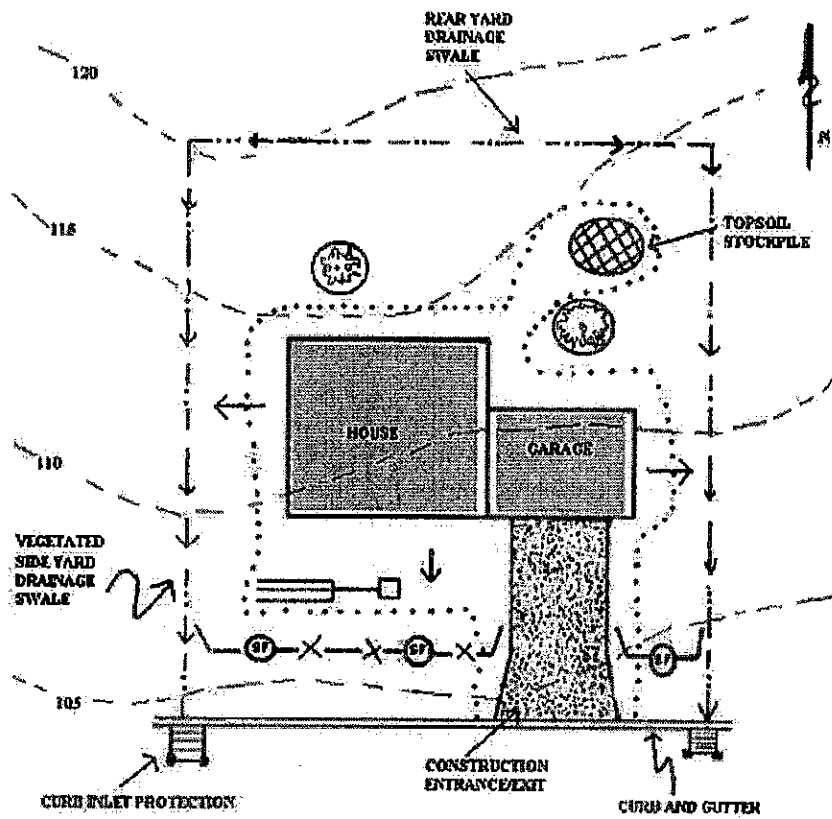
## Rock Construction Entrance



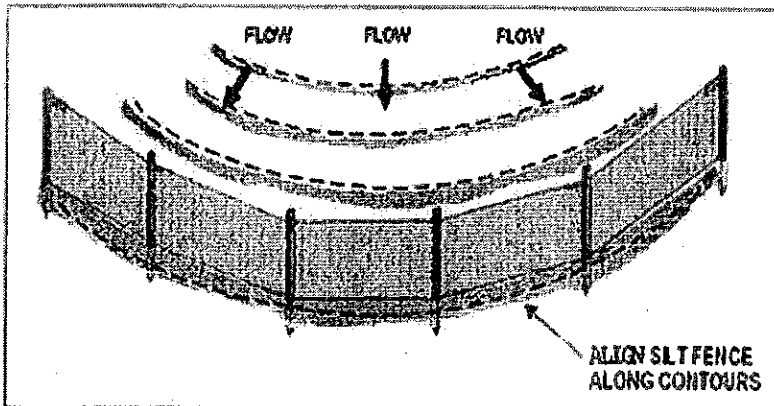
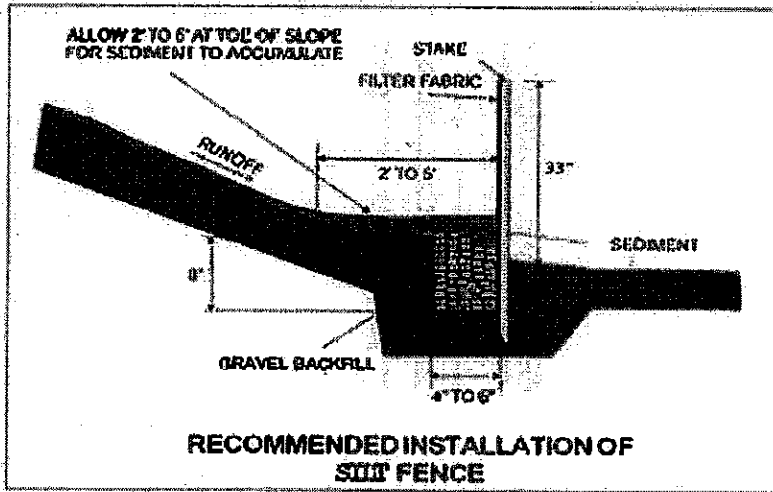
# Erosion Control Practices for Small Sites



# Sample Erosion/Sediment Control Plan for a Single Family Residence



EROSION CONTROL LEGEND	
	PROPERTY LINE AND DRAINAGE SWALE
	TOPOGRAPHIC LINES
	LIMITS OF DISTURRRANCE
	FINAL DRAINAGE
	TREE PROTECTION
	SLT FENCE
	GRAVEL ENTRANCE/EXIT
	CURB INLET PROTECTION
	TOPSOIL STOCKPILE
	LEACIELD







**Purchasing Division**  
120 City Hall, 411 W. 1st Street  
Duluth, MN 55802-1189  
TEL. 218-730-5340  
[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

## INVITATION TO BID

### DULUTH SEAWAY PORT EXPANSION

**BID NUMBER: 18-16AA**

**BID OPENING: SEPTEMBER 27, 2018 AT 2:00 PM**

**S.P. 18-080-063**  
**Federal Project No. NHFP 6919(091)**  
**City Project No. 1717**

**PROJECT DESCRIPTION:** This project consists of extending two rail lines approximately 1,300 feet, bituminous paving for truck access and container loading, and recycled concrete for container storage.

**PRE-BID/WALK-THROUGH:** A pre-bid meeting will be conducted at 9:00 am on September 20<sup>th</sup>, 2018 at the Duluth Seaway Port Authority office at 2305 West Superior Street. All interested bidders are encouraged to attend.

**QUESTIONS:** Please submit any questions regarding this project via e-mail to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov). Responses will be issued as an addendum to this solicitation on the City of Duluth website.

The selected contractor will be issued a construction contract (draft included in the proposal package). 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.

## 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.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, 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 the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the 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. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

**The following documents must be submitted with your bid:**

1. **Bid Bond** - 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. 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 e-mail prior to the scheduled bid opening.

2. **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.

3. **Responsible Contractor** - No construction contract in excess of \$50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached) with their bid. The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City’s request.

**Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.**

1. **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 and Duluth Seaway Port Authority must be named as an additional insured.

2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute an affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.

4. **Affirmative Action/EEO** - 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 (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with 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. 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)

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.

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/THESE PROJECT/PROJECTS

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 2.8 % Good Faith Effort to be subcontracted to Disadvantaged Business Enterprises.

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





**BID FORM  
BID # 18-16AA  
DULUTH SEAWAY PORT EXPANSION**

ITEM	PRICE
Total price to perform all associated work in accordance with the scope of work attached.	\$

\_\_\_\_\_  
TOTAL BASE PRICE IN WRITING

**ACKNOWLEDGMENT OF ADDENDA**

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Tel. \_\_\_\_\_ E-Mail \_\_\_\_\_

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	2100.601	GUARD SHACK		LUMP SUM	1	
3	2104.502	SALVAGE HYDRANT & VALVE		EACH	1	
4	2104.502	REMOVE HYDRANT		EACH	1	
5	2104.502	REMOVE LIGHTING UNIT		EACH	3	
6	2104.502	ABANDON WATER MAIN		EACH	1	
7	2104.502	SALVAGE BUMPING POST		EACH	1	
8	2104.502	SALVAGE VEHICULAR GATE		EACH	2	
9	2104.502	REMOVE VEHICULAR GATE		EACH	1	
10	2104.502	REMOVE CONCRETE TRANSFORMER PAD		EACH	4	
11	2104.503	SALVAGE CHAIN LINK FENCE		LIN FT	1065	
12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	760	
13	2104.503	REMOVE RAILROAD TRACK		LIN FT	96	
14	2104.503	SALVAGE PIPE CULVERT		LIN FT	98	
15	2104.518	REMOVE CONCRETE PAVEMENT		SQ FT	11800	
16	2105.604	BIAXIAL GEOGRID		SQ YD	4000	
17	2105.507	COMMON EXCAVATION		CU YD	3200	
18	2211.507	AGGREGATE BASE (CV) CLASS 5		CU YD	1800	
19	2211.607	CRUSHED CONCRETE		CU YD	2700	
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT		GALLON	3600	
21	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)		TON	3650	
22	2360.509	TYPE SP 19 NON-WEARING COURSE MIXTURE (3,B)		TON	9950	
23	2411.502	CONCRETE STRUCTURE DES. SHELTER SLAB		EACH	1	
24	2501.503	8" SCH. 40 STEEL PIPE CULVERT		LIN FT	199	
25	2501.503	INSTALL 15" RC PIPE CULVERT		LIN FT	98	
26	2502.503	6" PERF PVC PIPE DRAIN		LIN FT	2118	
27	2502.503	8" GALVANIZED STEEL PIPE		LIN FT	12	
28	2504.602	CONNECT TO EXISTING WATER MAIN		EACH	2	
29	2504.602	CONNECT TO EXISTING HYDRANT LEAD		EACH	2	
30	2504.602	INSTALL HYDRANT & VALVE		EACH	1	
31	2504.602	8" GATE VALVE AND BOX		EACH	2	
32	2504.603	6" DIPS HDPE WATERMAIN SDR 11		LIN FT	84	
33	2504.603	8" DIPS HPDE WATERMAIN SDR 11 (DIRECTIONAL DRILLED)		LIN FT	759	
34	2504.603	12" STEEL CASING PIPE		LIN FT	50	
35	2504.608	DUCTILE IRON FITTINGS		POUND	130	
36	2506.502	DRAINAGE STRUCTURE DESIGN H		EACH	8	

**EXHIBIT A**  
 Schedule of Prices

Line No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
37	2540.602	CONNECT TO EXISTING RAILROAD TRACK		EACH	2	
38	2540.602	NO. 9 TURNOUT		EACH	1	
39	2540.602	INSTALL BUMPING POST		EACH	1	
40	2540.602	BUMPING POST		EACH	1	
41	2540.603	RAILROAD TRACK		LIN FT	2510	
42	2540.603	RAILROAD CROSSING - PERMANENT (CONCRETE)		LIN FT	448	
43	2540.603	RAILROAD CROSSING - PERMANENT (TIMBER)		LIN FT	32	
44	2540.603	FLANGEWAY ANGLE		LIN FT	418	
45	2545.502	LIGHTING UNIT TYPE SPECIAL		EACH	2	
46	2545.502	LIGHT FOUNDATION DESIGN SPECIAL		EACH	2	
47	2545.502	SERVICE CABINET		EACH	1	
48	2545.502	SERVICE EQUIPMENT		EACH	1	
49	2545.502	EQUIPMENT PAD		EACH	1	
50	2545.502	HANDHOLE		EACH	3	
51	2545.503	2" NON-METALLIC CONDUIT		LIN FT	60	
52	2545.503	3" NON-METALLIC CONDUIT		LIN FT	735	
53	2545.503	3" RIGID STEEL CONDUIT		LIN FT	40	
54	2545.503	UNDERGROUND WIRE 1/C 4 AWG		LIN FT	2600	
55	2545.503	UNDERGROUND WIRE 1/C 6 AWG		LIN FT	1040	
56	2545.602	RECEPTACLE STANCHION		EACH	2	
57	2557.502	VEHICULAR GATE - 20 FT ROLLER		EACH	1	
58	2557.502	INSTALL VEHICULAR GATE		EACH	1	
59	2557.603	INSTALL CHAIN LINK FENCE		LIN FT	1036	
60	2563.601	TRAFFIC CONTROL		LUMP SUM	1	
61	2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	1	
62	2573.502	STORM DRAIN INLET PROTECTION		EACH	3	
63	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP		LIN FT	2981	
64	2575.504	EROSION CONTROL BLANKET, CATEGORY 3N		SQ YD	230	
65	2575.505	SEEDING		ACRE	0.25	
66	2575.605	MULCH MATERIAL TYPE 1		ACRE	0.25	
67						

**TOTAL:** \_\_\_\_\_

State Project No. 118-080-063

GRAND TOTAL \$ \_\_\_\_\_

The undersigned hereby acknowledges that all requirements included in the 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 City of Duluth, 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.





**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION  
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

**TO: City of Duluth, MN      PROJECT NUMBER & DESCRIPTION \_\_\_\_\_**

**FROM: \_\_\_\_\_**

(Vendor's name, address, telephone number)

**A) Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) \_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

**B) Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

**C) Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated

facilities” means any waiting rooms, work area, 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 for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - “Construction” Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an “EEO Statement and Certification” similar in nature to this “Statement and Certification”, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Signature

**NOTE:** In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

## **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.

<b>PAY ITEM NO.</b>	<b>DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT</b>	<b>ESTIMATED QUANTITIES</b>	<b>ESTIMATED INVOICE PRICE</b>

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.

## 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:** \_\_\_\_\_

**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>	
<p>(1)</p>	<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>
<p>(2)</p>	<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* (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>	
<p><b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b></p> <p><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></p>	
<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* (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>	
<p><b>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</b></p> <p><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></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

