

CITY OF DETROIT LAKES
1025 ROOSEVELT AVENUE
DETROIT LAKES, MN 56501

*******PROPOSAL*******

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 10:00 O'CLOCK A.M. ON NOVEMBER 20, 2024

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, 2020 EDITION" (USING English UNITS), ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS PROPOSAL, FOR:

STATE PROJECT NO. 117-080-006

MINNESOTA PROJECT NO. CRP 0324(335)

LOCATION: CITY OF DETROIT LAKES, MINNESOTA

TYPE OF WORK: PAVED PARKING LOT SHELTER, BITUMINOUS SURFACING, SIDEWALK,
AND SITE AMENITIES

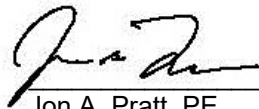
LENGTH: N/A

STARTING DATE: May 15, 2025

COMPLETION DATE: September 1, 2025

NOTICE TO BIDDERS: Submit bids in accordance with MnDOT 1206 through 1210 except as stated otherwise in the Special Provisions.

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.



Jon A. Pratt, PE

License Number 46267 Date: 11/12/2024

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

**Heartland State Trail Trailhead
SP 117-080-006
City of Detroit Lakes, Minnesota**

SECTION 00030 - ADVERTISEMENT FOR BIDS

Electronic Bids for the Heartland State Trail Trailhead, SP 117-080-006, will be received electronically by the City of Detroit Lakes at the office of the City Administrator, 1025 Roosevelt Avenue, Detroit Lakes, Minnesota, 56501 until 10:00 a.m local time on November 20, 2024, at which time the Bids received will be Received and read aloud at Apex Engineering Group, 920 McKinley Avenue, Detroit Lakes, Minnesota 56501. Login instructions for attending the live video conference bid opening are shown below.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 237 086 225 09

Passcode: SnSLkQ

Dial in by phone

[+1 701-433-7594,,896031647#](#) United States, West

Fargo

Phone conference ID: 896 031 647#

The Project generally consists of a paved parking lot with shelter, other site amenities, concrete sidewalk, and water service.

The Issuing Office for the Bidding Documents is: Apex Engineering Group, Inc., 920 McKinley Avenue, Detroit Lakes, MN 56501. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 9:00 am and 3:00 pm.

The Bidding Documents are available for download from the QuestCDN.com website for \$22.00 (QuestCDN Project #9399340). Please contact QuestCDN Client Success at 952-233-1632 or Success@QuestCDN.com for assistance in membership registration, downloading digital bidding documents, and vBid questions. Bidders may also obtain hard copies of the Contract Documents from the Issuing Office upon payment of a non-refundable fee of \$200.00.

Project Bidding Documents must be downloaded from QuestCDN, which will add your company to the Planholders List and allow access to vBid online bidding for the submittal of your Bid (which is required for this project). Bidders will be charged an additional, non-refundable fee of \$42.00 to submit a Bid electronically.

Bids will **ONLY** be received and accepted via the online electronic bid service through QuestCDN.com. Bids will not be allowed to be submitted without proper acknowledgement of any and all addenda.

Bids shall be upon basis of each payment for the following major estimated quantities:

Item	Units	Quantity
Site Amenities	EA	14
Bituminous Pavement	SY	1050
Water Service	EA	1
Concrete Walk	SF	2500

No bidder shall withdraw their bid for at least sixty (60) days after the scheduled closing time for the receipt of bids.

Each electronic bid shall be accompanied by a bidder's security in a sum equal to five (5) percent of the full amount of the bid. The bid security shall be executed by the bidder as principal and by a surety company authorized to do business in the State of Minnesota. The bid security shall be conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after Notice of Award, shall execute a contract in accordance with the terms of his bid and a Contractor's Bond as required by law and the regulations and determinations of the governing body. The bid Security of the three (3) lowest bidders will be retained until the contract has been awarded and executed, but for no longer than sixty (60) days. The bid security is a guarantee that the bidder will enter into contract for the work described in the Contract Documents.

The Owner reserves the right to reject any or all bids and to waive informalities.

The successful Bidder shall be required to furnish both a Performance Bond and Payment Bond in the full amount of the Contract.

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, 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 have employed more than 40 full-time employees in any state, on any single working day during the previous 12 months, you must have a compliance certificate issued by the Minnesota Department of Human Rights to bid on any job in this advertisement. Please contact the Department of Human Rights immediately if you need 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)."

This Project has a Disadvantaged Business Enterprises (DBE) goal. See the DBE Special Provisions for requirements.

ALL QUESTIONS REGARDING THE CONTRACT DOCUMENTS SHALL BE DIRECTED TO THE OFFICE OF:
Apex Engineering Group, Inc., Jon Olson, PE at 218-844-2583 or by email at
Jon.Olson@ApexEngGroup.com. All questions must be received in writing or by email on or before
seven (7) days prior to the bid opening. Responses to technical questions will be issued by addendum
prior to the bid opening.

Complete instructions for filing bids are included in the Instructions to Bidders.

The City of Detroit Lakes, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Dated this 30th day of October, 2024.

Mr. Kelcey Klemm
City Administrator
City of Detroit Lakes, Minnesota

To the Detroit Lakes City Council :

According to the advertisement of the Detroit Lakes City Council 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 Detroit Lakes:

(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 7 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 Detroit Lakes.

(I)(We) agree to all provisions of Minnesota Statutes 1976, 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 Detroit Lakes 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.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS:
SUSPENSIONS/DEBARMENTS
THIS NOTICE APPLIES TO STATE-FUNDED AND FEDERALLY-FUNDED PROJECTS**

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 list of suspended and debarred vendors before submitting a bid or a request to sublet. If your bid is based on using a suspended or debarred vendor, you will not be entitled to additional compensation for replacing the suspended or debarred vendor with a qualified vendor.

State Suspensions and Debarments

The State of Minnesota's list of suspended and debarred vendors is maintained by the Minnesota Department of Administration, Office of State Procurement, and can be found at this link: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp> . 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 searchable database of suspensions and debarments, called the System for Award Management (SAM), which is found at this link: <https://www.sam.gov/SAM/> . You can use the "Search Records" function without registering for an account.

September 29, 2023

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

Appendix C to Part ____ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

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

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

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

(ii) Professional and Technical Services by Own Employees.

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

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

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

(iii) Reporting for Own Employees.

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

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

(End of Clause)

BILLING CODE 3110-01-M

NOTICE

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 Detroit Lakes. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Detroit Lakes, 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.

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.¹

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. DEFINITIONS²

- 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.³
- 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.⁴
- G. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.⁵
- 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.

¹ Minnesota Statute 177.41

² MN/DOT Standard Specifications for Construction, Section 1103

³ Minnesota Statute 177.44, Subdivision 1

⁴ Minnesota Rules 5200.1106, Subpart 7(A)

⁵ 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.⁶
- 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.⁷
- 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.⁸
- 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 funds⁹ and state funds.¹⁰
- B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.¹¹
- 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.¹² These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.¹³
- E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules¹⁴, along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

⁶ Minnesota Rules 5200.1106, Subpart 5(C)

⁷ Minnesota Rules 5200.1106, Subpart 7(C)

⁸ Minnesota Rules 5200.1106, Subpart 7(B)

⁹ 29 CFR Part 5.5(a)

¹⁰ Minnesota Statute 177.41

¹¹ Minnesota Statute 177.44, Subdivision 1

¹² 29 CFR Part 5.5(a)(6)

¹³ 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.¹⁵ 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/.

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.¹⁶ Each statement shall be submitted within seven days after the regular payment date of the payroll period.¹⁷ Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:¹⁸
 - 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.¹⁹ 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.²⁰
- C. All payroll records must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**.²¹
- 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.²²
- 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.²³

¹⁴ Minnesota Rules 8820.3000, Subpart 2

¹⁵ Minnesota Court of Appeals Case Number: C6-97-1582

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

¹⁷ 29 CFR Part 3.4(a)

¹⁸ Minnesota Rules 5200.1106, Subpart 10

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

²⁰ www.dot.state.mn.us/const/labor/

²¹ Minnesota Rules 5200.1106, Subpart 10

²² 29 CFR Part 5.5(a)(6)

²³ 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.²⁴
- 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.²⁵
- 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.²⁶ 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.²⁷
 - 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.²⁸
- 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

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

²⁶ 29 CFR Part 1.7(a)

²⁷ Minnesota Statute 177.44, Subdivision 4

²⁸ 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.²⁹

- 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.³⁰
- 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.³¹
 - 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"³² 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.³³
- 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.³⁴

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.³⁵
- 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.³⁶
- C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:³⁷
 - 1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;

²⁹ Minnesota Statute 177.42, Subdivision 6

³⁰ Minnesota Statute 181.03, Subdivision 1(2)

³¹ Minnesota Rules 5200.0120, Subpart 1

³² Minnesota Rules 5200.0120, Subpart 2

³³ Minnesota Rules 5200.1106, Subpart 6

³⁴ Minnesota Statute 177.44, Subdivision 6

³⁵ 29 CFR Parts 5.26 and 5.27

³⁶ 29 CFR Part 5.28

³⁷ 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.³⁸
- 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.³⁹
- 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.⁴⁰ 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.⁴¹
- 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.⁴² The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.⁴³
- 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.⁴⁴ The prime contractor shall ensure that all contractors adhere to the following requirements:

³⁸ 29 CFR Part 5.29(f)

³⁹ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁴⁰ Minnesota Rules 5200.1106, Subpart 10

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

⁴² Minnesota Statute 177.44, Subdivision 1

⁴³ Minnesota Statute 177.42, Subdivision 4

⁴⁴ 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.⁴⁵
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".⁴⁶ Contractors should refer to the Master Job Classification List⁴⁷ 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 requirements⁴⁸ 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.⁴⁹
- B. Pursuant with state regulations, owners, supervisors and foreman performing work under the contract⁵⁰ 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.⁵¹
 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:⁵²
 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.

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

⁴⁶ Minnesota Statute 177.44, Subdivision 1

⁴⁷ Minnesota Rules 5200.1100

⁴⁸ 29 CFR Part 5.2(o) and Minnesota Statute 177.41

⁴⁹ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁵⁰ Minnesota Statute 177.44, Subdivision 1

⁵¹ 29 CFR Part 5.2(m)

⁵² 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.⁵³
- 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:⁵⁴
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"⁵⁵ and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:⁵⁶
 - 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:⁵⁷
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"⁵⁸ and compensate the helper for the actual work performed regardless of the helper's skill level.⁵⁹
- 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.⁶⁰

XI. SUBCONTRACTING PART OF THIS CONTRACT⁶¹

- 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.

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

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

⁵⁵ Minnesota Statute 177.44, Subdivision 1

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

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

⁵⁸ Minnesota Statute 177.44, Subdivision 1

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

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

⁶¹ 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.⁶²

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.⁶³ 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.⁶⁴

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.⁶⁵
 - 2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project.⁶⁶
- 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.⁶⁷

⁶² Minnesota Statute 161.315, Subdivision 3(3)

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

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

⁶⁵ 29 CFR Part 5.2(l)(2)

⁶⁶ 29 CFR Part 5.2(j)(1)

⁶⁷ 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.⁶⁸
 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.⁶⁹
 4. The delivery of materials from a non-commercial establishment to the project and the return haul.⁷⁰
 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.⁷¹
 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.⁷²
 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.⁷³
- 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,⁷⁴ 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.⁷⁵ 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.⁷⁶ 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)**.

⁶⁸ Minnesota Rules 5200.1106, Subpart 3B(2)

⁶⁹ Minnesota Rules 5200.1106, Subpart 3B(1)

⁷⁰ Minnesota Rules 5200.1106, Subpart 3B(2)

⁷¹ Minnesota Rules 5200.1106, Subpart 3B(3)

⁷² Minnesota Rules 5200.1106, Subpart 3B(4)

⁷³ Minnesota Rules 5200.1106, Subpart 3B(5)(6)

⁷⁴ Minnesota Rules 5200.1106, Subpart 1

⁷⁵ Minnesota Rules 5200.1106, Subpart 10

⁷⁶ 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.⁷⁷
- 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.⁷⁸ 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.⁷⁹
- 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 age⁸⁰ and compliance with all applicable federal and/or state regulations.⁸¹

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.⁸²
- 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.⁸³
 - 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.⁸⁴
 - 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.⁸⁵
 - 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.⁸⁶
- 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.⁸⁷
- D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution⁸⁸ and may be grounds for debarment proceedings.⁸⁹

⁷⁷ Minnesota Rules 5200.0910, Subpart F

⁷⁸ Minnesota Rules 5200.0930, Subpart 4

⁷⁹ 29 CFR Part 570.2(a)(ii)

⁸⁰ Minnesota Statute 181A.06, Subdivision 4

⁸¹ MN/DOT Standard Specifications for Construction, Section 1701

⁸² MN/DOT Standard Specifications for Construction, Section 1801

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

⁸⁴ MN/DOT Standard Specifications for Construction, Section 1906

⁸⁵ Minnesota Statute 161.32, Subdivision 1(d)

⁸⁶ MN/DOT Standard Specifications for Construction, Section 1808

⁸⁷ Minnesota Statute 177.44, Subdivision 6

⁸⁸ Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5 177.44, Subdivision 6, 609.63

⁸⁹ Minnesota Statute 161.315

"General Decision Number: MN20240224 06/07/2024

State: Minnesota

Construction Types: Heavy and Highway

Counties: Becker, Big Stone, Clay, Douglas, Grant, Mahnommen, Otter Tail, Pope, Stevens, Swift, Traverse and Wilkin Counties in Minnesota.

Heavy and Highway Construction Projects

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

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

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

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 06/07/2024

SAMN2023-091 11/20/2023

	Rates	Fringes
ARTICULATED HAULER.....	\$ 28.00	0.00
BOILERMAKER.....	\$ 46.00	31.93
BOOM TRUCK.....	\$ 30.21	22.55
BRICKLAYER.....	\$ 35.88	23.20
CARPENTER.....	\$ 34.86	24.96
CEMENT MASON.....	\$ 40.35	21.63
ELECTRICIAN.....	\$ 43.67	27.49
FLAG PERSON.....	\$ 24.04	18.05
GROUND PERSON.....	\$ 40.14	0.00
HEATING AND FROST INSULATORS.....	\$ 17.50	0.00
IRONWORKER.....	\$ 46.00	34.11
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 32.23	22.49
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 22.00	0.00
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 32.23	22.49
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).....	\$ 26.00	0.00
LINEMAN.....	\$ 36.26	6.93
MILLWRIGHT.....	\$ 41.77	27.55
OFF-ROAD TRUCK.....	\$ 51.13	3.48
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....	\$ 50.00	0.00

PAVEMENT MARKING OR MARKING
REMOVAL EQUIPMENT ((ONE OR
TWO PERSON OPERATORS);
SELF-PROPELLED TRUCK OR
TRAILER MOUNTED UNITS.).....\$ 24.16 22.85

Piledriver (INCLUDING
VIBRATORY DRIVER OR EXTRACTOR
FOR PILING AND SHEETING
OPERATIONS).....\$ 47.03 27.91

PIPEFITTER/STEAMFITTER.....\$ 47.91 20.04

PIPELAYER (WATER, SEWER AND
GAS).....\$ 35.73 22.49

PLUMBER.....\$ 44.78 23.04

POWER EQUIPMENT OPERATOR:
(Highway/Heavy Group 2).....\$ 34.94 26.40
HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT
BOOM, EXCLUDING JIB; DRAGLINE, CRAWLER, HYDRAULIC BACKHOE
(TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH
SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S
RATED CAPACITY INCLUDING ALL ATTACHMENTS; GRADER OR MOTOR
PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE
REQUIRED

POWER EQUIPMENT OPERATOR:
(Highway/Heavy Group 3).....\$ 31.47 23.45
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER,
STATIONARY PLANT; DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR
STATIONARY); DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR
WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE
CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED
CAPACITY INCLUDING ALL ATTACHMENTS; DREDGE OR ENGINEERS,
DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC
YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE
OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING
MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER
EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE,
CRAWLER CRANE; TUGBOAT 100 H.P AND OVER

POWER EQUIPMENT OPERATOR:
(Highway/Heavy Group 4).....\$ 31.16 23.45
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR);
BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS
ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER);
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING
PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES
(OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL
OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS
OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS;
CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND
SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE,
AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL;
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING
AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE;
DOPE MACHINE (PIPELINE); DRILL RIGS, HEAVY ROTARY OR CHURN OR
CABLE DRILL; DUAL TRACTOR; ELEVATING GRADER; FORK LIFT OR
STRADDLE CARRIER; FORK LIFT OR LUMBER STACKER; FRONT END, SKID
STEER OVER 1 TO 5 C YD; GPS REMOTE OPERATING OF EQUIPMENT;
HOIST ENGINEER (POWER); HYDRAULIC TREE PLANTER; LAUNCHER
PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE; MILLING,
GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE; MULTIPLE

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

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 27.70 21.40
 AIR COMPRESSOR, 600 CFM OR OVER; BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); FRONT END, SKID STEER UP TO 1C YD; GUNITE GUNALL; HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED AUGER AND BORING MACHINE; POWER ACTUATED JACK; PUMP; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 31.06 26.40
 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; CONVEYOR; DREDGE DECK HAND; FIRE PERSON OR TANK CAR HEATER; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); GREASER (TRACTOR); LEVER PERSON; OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT); POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

SHEET METAL WORKER.....\$ 27.00 3.33

Survey Field Technician

(OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS).....\$ 21.39 14.90

TRAFFIC CONTROL PERSON

(TEMPORARY SIGNAGE).....\$ 23.04 17.10

TRUCK DRIVER (Group 1).....\$ 24.70 13.60

MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

TRUCK DRIVER (Group 2).....\$ 33.43 20.30

FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

TRUCK DRIVER (Group 3).....\$ 30.87	23.70
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS	
TRUCK DRIVER (Group 4).....\$ 30.87	23.70
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.	
UNDERGROUND AND OPEN DITCH	
LABORER (EIGHT FEET BELOW	
STARTING GRADE LEVEL).....\$ 33.73	22.49

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

Minn. Stat. § 471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 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.

Minn. Stat. § 15.72 PROGRESS PAYMENTS ON PUBLIC CONTRACTS; RETAINAGE.

. . . Subd. 2. **Retainage.** . . . (c) A contractor on a public contract for a public improvement must pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the public contracting agency, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

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



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

Construction Type: Highway and Heavy

Region Number: 04

Counties within region:

- BECKER-03
- BIG STONE-06
- CLAY-14
- DOUGLAS-21
- GRANT-26
- MAHNOMEN-43
- OTTERTAIL-56
- POPE-61
- STEVENS-75
- SWIFT-76
- TRAVERSE-78
- WILKIN-84

Effective: 2023-11-20

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

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

Violations on MnDOT highways and road projects should be reported to:

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

All other prevailing wage violations and questions should be sent 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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2023-11-20	29.45	21.79	51.24
	2024-05-01	32.23	22.49	54.72

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-11-20	29.45	21.79	51.24
		2024-05-01	32.23	22.49	54.72
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-11-20	22.00	0.00	22.00
104	FLAG PERSON	2023-11-20	24.04	18.05	42.09
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
107	PIPELAYER (WATER, SEWER AND GAS)	2023-11-20	32.95	21.79	54.74
		2024-05-01	35.73	22.49	58.22
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-11-20	30.95	21.79	52.74
		2024-05-01	33.73	22.49	56.22
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-11-20	21.39	14.90	36.29
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-11-20	23.04	17.10	40.14

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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.	2023-11-20	19.95	8.84	28.79
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2023-11-20	28.00	0.00	28.00
202	BOOM TRUCK	2023-11-20	30.21	22.55	52.76
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	2023-11-20	26.00	0.00	26.00
204	OFF-ROAD TRUCK	2023-11-20	51.13	3.48	54.61
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-11-20	24.16	22.85	47.01
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2023-11-20	33.23	25.00	58.23
		2024-04-29	34.94	26.40	61.34
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					

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
				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)
GROUP 3	2023-11-20	31.47	23.45	54.92
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)
GROUP 4	2023-11-20	31.16	23.45	54.61
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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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)			
GROUP 5	2023-11-20	27.70	21.40	49.10
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)			
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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)			
GROUP 6	2023-11-20	29.53	25.00	54.53
	2024-04-29	31.06	26.40	57.46
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				
GROUP 1	2023-11-20	24.70	13.60	38.30
	601	MECHANIC . WELDER		
	602	TRACTOR TRAILER DRIVER		
	603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)		
GROUP 2	2023-11-20	33.43	20.30	53.73

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2023-11-20	29.27	22.70	51.97
		2024-05-01	30.87	23.70	54.57
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2023-11-20	29.27	22.70	51.97
		2024-05-01	30.87	23.70	54.57
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2023-11-20	17.50	0.00	17.50
702	BOILERMAKERS	2023-11-20	44.37	30.55	74.92
		2024-01-01	46.00	31.93	77.93
703	BRICKLAYERS	2023-11-20	35.88	23.20	59.08
704	CARPENTERS	2023-11-20	34.86	24.96	59.82
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
706	CEMENT MASONS	2023-11-20	40.35	21.63	61.98
707	ELECTRICIANS	2023-11-20	43.67	27.49	71.16
711	GROUND PERSON	2023-11-20	40.14	0.00	40.14
712	IRONWORKERS	2023-11-20	43.00	34.11	77.11

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-04-28	46.00	34.11	80.11
713	LINEMAN	2023-11-20	36.26	6.93	43.19
714	MILLWRIGHT	2023-11-20	41.77	27.55	69.32
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2023-11-20	50.00	0.00	50.00
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-11-20	43.53	27.91	71.44
		2024-05-01	47.03	27.91	74.94
717	PIPEFITTERS . STEAMFITTERS	2023-11-20	44.71	20.04	64.75
		2024-05-06	47.91	20.04	67.95
719	PLUMBERS	2023-11-20	44.78	23.04	67.82
721	SHEET METAL WORKERS	2023-11-20	27.00	3.33	30.33
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
728	WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
729	ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

LABOR CODE AND CLASS

EFFECT DATE

BASIC RATE

FRINGE RATE

TOTAL RATE

Dec. 18, 2023

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 18, 2023. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Nov. 27, 2023, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 11, 2023.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to 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. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

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	\$58.61	\$37.35	\$95.96
	Increase May 1, 2024	\$61.54	\$37.35	\$98.89
Region 2	Certification date	\$51.97	\$37.35	\$89.32
	Increase May 1, 2024	\$54.57	\$37.35	\$91.92
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$51.97	\$37.35	\$89.32

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
	Increase May 1, 2024	\$54.57	\$37.35	\$91.92
Region 5	Certification date	\$39.50	\$37.35	\$76.85
Region 6	Certification date	\$54.16	\$37.35	\$91.51
Region 7	Certification date	\$46.65	\$37.35	\$84.00
Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$56.36	\$37.35	\$93.71
Region 10	Certification date	\$55.96	\$37.35	\$93.31

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$58.71	\$51.50	\$110.21
	Increase May 1, 2024	\$61.65	\$51.50	\$113.15
Region 2	Certification date	\$52.11	\$51.50	\$103.61
	Increase May 1, 2024	54.72	\$51.50	\$106.22
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$44.00	\$51.50	\$95.50
Region 6	Certification date	\$54.26	\$51.50	\$105.76

Region 7	Certification date	\$46.20	\$51.50	\$97.70
Region 8	Certification date	\$43.75	\$51.50	\$95.25
Region 9	Certification date	\$56.46	\$51.50	\$107.96
Region 10	Certification date	\$56.06	\$51.50	\$107.56

Tractor

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	\$59.29	\$54.96	\$114.25	\$11.46	\$125.71
	Increase May 1, 2024	\$62.25	\$54.96	\$117.21	\$11.46	\$128.67
Region 2	Certification date	\$52.66	\$54.96	\$107.62	\$11.46	\$119.08
	Increase May 1, 2024	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$38.30	\$54.96	\$93.26	\$11.46	\$104.72
Region 5	Certification date	\$42.00	\$54.96	\$96.96	\$11.46	\$108.42
Region 6	Certification date	\$39.50	\$54.96	\$94.46	\$11.46	\$105.92
Region 7	Certification date	\$45.40	\$54.96	\$100.36	\$11.46	\$111.82
Region 8	Certification date	\$48.45	\$54.96	\$103.41	\$11.46	\$114.87
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17

Region 10	Certification date	\$48.45	\$54.96	\$103.41	\$11.46	\$114.87
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The current operating costs and truck rental rates may be reviewed by accessing DLI's website at <https://dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates>. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

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 highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI 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.

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

The attached form is for use when the Contractor plans on using and/or supplying ANY foreign iron or steel materials on a Federal Aid Project. The Contractor is directed to the Proposal to determine if this Stipulation is required for a specific project.

S.P. _____

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed one tenth of one percent of the total project cost, or \$2,500.00, whichever is greater. The Contractor **must** submit a stipulation for supplying **ANY** foreign iron or steel materials in accordance with the U.S. Code of Regulations 23CFR635.410 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

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

Total Estimated Invoice Price = _____

Percent of Total Bid Price = _____

Contractor Name: _____

Vendor Number: _____

If Applicable: This form must be submitted to the Department by the Contractor before the bid opening, as indicated in the Special Provisions.

PART 1 – GENERAL

1.01 POLICY

A. Qualified Contractors

1. It is the policy of the City of Detroit Lakes to retain only qualified contractors that have a demonstrable record of employee safety and health and regulatory compliance.

B. Contractor's Duties

1. The contractor shall be responsible for initiating, maintaining, and supervising safety and health related policies, programs, and work practices, in connection with the performance of contractual work.
2. The contractor's safety and health program shall be in compliance with all applicable regulations and shall provide a level of employee protection that is equal to or greater than safety and health related policies, procedures, and work practices implemented by the City of Detroit Lakes.
3. The contractor shall be responsible for furnishing all safety and health related equipment necessary for the completion of contracted work.

C. Duties to Subcontractors

1. The contractor shall be responsible for communicating safety and health related information to subcontractors and shall ensure that subcontractors initiate, maintain, and supervise safety and health related policies, programs, and work practices while performing subcontracted work.

D. Imminent Danger

1. The City of Detroit Lakes reserves the right to suspend contract work, if said work exposes the employees of either employer to imminent danger.

1.02 IMPLEMENTATION TOOLS

A. Exchange of Safety and Health Related Information

1. Prior to beginning of contracted work, the project manager/inspector and contractor's job site supervisor shall exchange and review applicable safety and health related information, procedures, and practices. The information exchange/review shall include but may not be limited to:
 - a. Hazardous materials (including lead and asbestos containing materials) present in the host employer's workplace and to which the contractor's employees might be exposed. Information provided to the contractor shall include, but may not be limited to:
 - i. Identity and nature of hazardous materials
 - ii. Potential health hazards
 - iii. Protective measures
 - iv. Location of material safety data sheets (MSDS)
 - b. Hazardous materials brought into to host employer's workplace by the contractor (including any subcontractors). Information provided to the contractor shall include, but may not be limited to:
 - i. Identity and nature of hazardous materials

- ii. Potential health hazards
 - iii. Protective measures
 - iv. Location of material safety data sheets
- c. Hazardous energy sources present in the host employer's workplace. Information provided to the contractor shall include, but may not be limited to:
 - i. Identity and magnitude of hazardous energy sources in the host employer's workplace
 - ii. Host employer's lockout/tagout procedures
 - iii. Procedures used to coordinate lockouts/tagouts. Lockout procedures to be used by the contractor (including and subcontractors) shall be discussed and identified.
- d. Permit confined spaces in the host employer's workplace. Information provided to the contractor shall include, but may not be limited to:
 - i. Identity and location of permit required confined spaces
 - ii. Permit required confined spaces hazards
 - iii. Entry procedures used by the host employer's employees
 - iv. Emergency procedures used by the host employer's employees
- e. Policies and practices relating to the use of personal protective equipment. Information provided to the contractor shall include, but may not be limited to:
 - i. Host employer's personal protective equipment hazard assessment
- f. Emergency procedures. Information provided to the contractor shall include, but may not be limited to:
 - i. Preferred method of reporting workplace emergencies
 - ii. Procedures for making emergency telephone calls
 - iii. Identity and location of occupational physician/hospital
 - iv. Method used to report workplace emergencies
 - v. Identity of fire alarm and evaluation procedures
- g. Other safety and health related information applicable to contracted work

1.03 COORDINATION OF WORK

- A. The project manager/inspector and the contractor's job site supervisor shall coordinate work activities that may affect employee safety and health. Such work activities included, but may not be limited to:
 - 1. Shut down of machines and lockout/tagout
 - 2. Entry into permit required confined spaces

1.04 ADDITIONAL INFORMATION

- A. Contract Documents
- B. Hazardous Communication Program
- C. Hazardous Energy Control (Lockout/Tagout) Program
- D. Permit Required Confined Space Entry Program
- E. Emergency Action Plan
- F. Personal Protective Equipment Hazard Assessment
- G. Respiratory Protection Program
- H. Hearing Conservation Program

PART 2 – MATERIALS (Not Used)

PART 3 – CONSTRUCTION REQUIREMENTS (Not Used)

PART 4 – MEASUREMENT AND PAYMENT (Not Used)

END OF SECTION

SECTION 1 – GENERAL**1.01 SPECIFICATION INCLUDES**

- A. Project Coordination
- B. Preconstruction Conference
- C. Construction Progress Meetings

1.02 CONSTRUCTION COORDINATOR

- A. The Contractor shall provide a Construction Coordinator for the Project. In this capacity, the duties and responsibilities in scheduling and performance of the Work shall be as follows:
 - 1. Allocate and coordinate the use of a site for field offices/construction trailers, site access, traffic, and parking.
 - 2. Install and coordinate the use of temporary utilities and construction facilities.
 - 3. Coordinate field engineering and layout of the Work.
 - 4. Coordinate the Work of Subcontractors.
- B. The Construction Coordinator shall be present and intimately involved throughout the entire duration of the Work. This role may not be transferred to subcontractors or others. Any absence of the Construction coordinator must be approved in advance by the Engineer and an approved substitute shall be designated. The Owner, Engineer, and adjacent businesses shall be notified of a change in the construction coordinator at least 72 hours in advance.
- C. Coordinate scheduling to ensure efficient and orderly sequencing of the installation of interdependent portions of the Work.
- D. Coordinate with private utility companies or others who may be required to perform work within the project site.
- E. Inspect, verify, and coordinate routine clean-up of the site.
- F. Coordinate the temporary pedestrian access plan, provide notifications, and coordinate with adjacent businesses concerning pedestrian access and any access interruptions or impacts.

1.03 PRECONSTRUCTION CONFERENCE

- A. After the issuance of the Notice of Award and execution of the Agreement, Engineer will schedule a Preconstruction Conference.
- B. Attendance will be mandatory for the following:
 - 1. Engineer Representatives
 - 2. Owner Representatives
 - 3. Contractor Representatives
 - 4. Major Subcontractor Representatives
- C. Engineer will prepare an Agenda that will include, at a minimum, the following:
 - 1. Submission of executed Bonds and Insurance Certificates.
 - 2. Distribution of Contract Documents

3. Submission of a list of Subcontractors, Product Lists, Schedule of Values, and Preliminary Progress Schedule.
4. Designation of personnel representing the parties in the Controls.
5. Procedures for field decisions, submittals, substitutions, applications for payments, requests for information, requests for proposals, Change Orders, O&M Manuals, project closeout procedures, and other contractual items.
6. Detailed review of the Contractor's construction phasing, schedule, and prosecution.

SECTION 2 – PRODUCTS (NOT USED)

SECTION 3 – EXECUTION (NOT USED)

END OF SECTION

PART 1 – GENERAL**1.01 DESCRIPTION OF REQUIREMENTS**

- A. This Section specifies the general methods and requirements of submissions applicable to shop drawings, product data, samples, construction photographs, and construction or submittal schedules.
- B. Additional detailed submittal requirements may be specified in specific technical sections.
- C. Submittals shall be clear and legible and of sufficient size for the presentation of data.
- D. The engineer reserves the right to request submittals for all material or equipment to be supplied on the project.
- E. Contractor shall submit all Product Options and Substitutions requests in accordance with Section 01630.

1.02 SUBMISSION REQUIREMENTS

- A. Make submittals promptly so as not to delay the Work or the Work of any other contractor.
- B. All submittals shall be delivered to the Engineer from the Prime Contractor.
- C. Each submittal will be returned within 14 calendar days following receipt of the submittal by the Engineer.
- D. Shop Drawings shall be submitted electronically in pdf format and numbered in accordance with the following:
 - 1. Submittals shall be saved/titled in “XX.YY – Submittal Name” format
 - 2. XX is the submittal number. Each submittal shall be numbered sequentially. First submittal XX shall be 01.
 - 3. YY is the revision number. The very first submittal shall be 01.01. If submittal 01.01 is rejected, when it is resubmitted, it shall be titled 01.02, and so on.
- E. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title
 - 3. Apex project number and State project numbers.
 - 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 5. Identification of the product.
 - 6. Product and field dimensions as applicable.
 - 7. Applicable standards, such as ASTM or Federal Standards numbers.
 - 8. Identification of revisions on resubmittals.
 - 9. A blank space suitably sized for Contractor and Engineer stamps.
 - 10. Where calculations are required appropriate certification by qualified individual.
- F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "Not Approved" until resubmitted. The Engineer may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- G. Repetitive Review

1. Shop drawings and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the Owner by the Engineer. Submittals are required until approved.
2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:
 1. Field measurements
 2. Field construction criteria
 3. Catalog numbers and similar data
 4. Conformance to the contract documents
 5. Identify any variations from the Contract Documents that may hinder the performance of the completed Work.
- B. Each shop drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

"I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

Shop Drawings that are not stamped will not be reviewed.

- C. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- E. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.
- F. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- G. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least thirty (30) calendar days prior to release for manufacture.
- H. Following the Engineer's review and approval, the Contractor shall distribute to subcontractors, suppliers, manufacturers, and all other necessary parties.

- I. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

1.04 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
- C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the Contractor under one of the following codes:

APPROVED AS SUBMITTED: assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

APPROVED AS NOTED: assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

NOT APPROVED: is assigned when the submittal incomplete and/or does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

APPROVAL PENDING CONFIRMATION: is assigned when there are no notations or comments on the submittal; however, there may be areas lacking clarity and further clarification is required. When "Confirm" is noted on the review form, written clarification from the Contractor is required prior to final approval. Confirmation/final clarification of "Confirm" items can typically be verified through email correspondence. In this case, the email correspondence will become part of the approved submittal.

1.05 CONSTRUCTION PROGRESS SCHEDULES

- A. The Contractor shall submit an electronic copy of the initial progress schedule to the Engineer within fifteen (15) days of the date of the Owner-Contractor Agreement.
- B. Contractor shall revise and resubmit the progress schedule based on Engineers review and comments.
- C. Contractor shall submit revised progress schedules prior to each progress meeting and/or with each Application for Payment, whichever occurs more frequently.
- D. Progress schedules shall consist of a computer-generated chart with separate lines for each major item of Work.
- E. Progress schedules shall show the complete sequence of construction and shall identify the Work of separate stages and logically grouped activities. Schedules shall show early and late start dates, early and late finish dates, float dates, and duration for each item of Work.

1.06 PRODUCT SAMPLES

- A. When requested by the Engineer, the Contractor shall submit samples which demonstrate the functional and aesthetic qualities of the Product.
- B. Samples shall demonstrate the full range of the manufacturer's standard and custom colors, finishes, textures, and patterns so the Engineer may make a selection.
- C. Each sample shall be accompanied with complete Project information.
- D. Contractor shall submit the number of samples requested by the Engineer or identified in individual specification Sections.
- E. Product samples may be retained by the Engineer.
- F. Samples that may be incorporated into the Work are identified in individual Sections.

1.07 MANUFACTURER'S CERTIFICATES, INSTRUCTIONS AND WARRANTIES

- A. When specified in individual Sections, Contractor shall submit manufacturer's instructions for delivery, storage, assembly, installation, start-up, adjusting, balancing, and finishing in quantities specified in Product Data. Contractor shall identify any conflicts between the manufacturer's instructions and the Contract Documents.
- B. When specified in individual Sections, Contractor shall submit manufacturer's certificates for review. Certificates shall indicate that the product meets or exceeds the specified requirements.
- C. Certifications shall include appropriate supporting data and may be from recent or previous test results, but must be acceptable to the Engineer.
- D. Contractor shall submit required warranty information with the submittals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

PART 1 – GENERAL**1.01 SPECIFICATION INCLUDES**

- A. Quality Control and Quality Assurance of installation.
- B. References and Standards
- C. Inspection and Testing Laboratory Services
- D. Manufacturer's Field Services and Reports

1.02 QUALITY CONTROL AND QUALITY ASSURANCE OF INSTALLATION

- A. Contractor shall monitor the quality control of his subcontractors, suppliers, manufacturers, products, services, site conditions, and workmanship to ensure the Work complies with the specified quality.
- B. Contractor shall comply with all manufacturers' instructions, including sequencing.
- C. Prior to proceeding, Contractor shall request clarification if conflicts are found between the Contract Documents and the manufacturer's recommendations/instructions.
- D. Contractor shall comply with specified standards as a minimum quality for the Work. When more stringent requirements are dictated by codes, laws, regulations, or manufacturer's requirements, Contractor shall adhere to the higher standard for Workmanship.
- E. Contractor shall ensure that all Work is performed by personnel qualified and trained to produce Workmanship of the specified quality.
- F. Contractor shall secure all components of the Work in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES AND STANDARDS

- A. Contractor shall conform to all reference standards as of the date of issuance of the Contract Documents.
- B. Contractor shall obtain copies of all standards when required to conform to the Contract Documents.
- C. Prior to proceeding, Contractor shall obtain clarification from Engineer when specified standards are in conflict with the Contract Documents.
- D. No reference documents shall alter the contractual relationship of the parties to the Contract.

1.04 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Owner shall appoint and employ the services of an independent testing firm to perform inspection and testing.
- B. The independent testing firm will perform inspection, testing, and other service specified in individual specification section and as required by the Engineer.
- C. Testing will be completed in accordance with the MnDOT 2024 Schedule of Materials Control – Local Government Agency and/or as designated in the individual specification sections.

- D. The independent testing firm will submit reports to the Engineer indicating observations and results of tests. Such reports will indicate compliance or non-compliance with the Contract Documents.
- E. Contractor shall cooperate with the independent testing firm and furnish samples of material, equipment, tools, storage, and assistance as required. This shall include, but not be limited to the following:
 - a. Notify Engineer at least twenty-four (24) hours prior to the expected time for operations requiring the services of the independent testing firm.
 - b. Make arrangements with the independent testing firm and pay for additional samples and tests required for the Contractor's use.
- F. Any retests required due to failure or non-conformance with the specifications shall be performed by the same independent testing firm. The Engineer reserves the right to charge the Contractor for costs associated with failing tests by deducting such costs from monies due to the Contractor.

1.05 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. Contractor shall submit to the Engineer the qualifications of any manufacturer's field representatives a minimum of 30 days prior to that representative providing field services. Representative shall be subject to the approval of the Engineer.
- B. Contractor shall require all suppliers and manufacturers to provide qualified personnel to observe site conditions, conditions of the installation, quality of workmanship, start-up of equipment (including testing, balancing, and adjusting), and to provide instruction of Owner's Personnel.
- C. No decisions or instructions given to applicators or installers shall be outside of the manufacturer's written instructions.
- D. Manufacturers shall prepare a report of any site observations and provide this report to Engineer within thirty (30) days of observation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

- A. Temporary Utilities, including electricity, telephone, water, and sanitary facilities.
- B. Temporary Controls, including barriers, enclosure, fencing, security, protection of the Work, and water and dust control.
- C. Temporary Construction Facilities, including access roads, parking, site cleaning, project signage, and temporary buildings.

1.02 TEMPORARY ELECTRICITY

- A. Contractor shall provide for and pay for any temporary power service from the Utility source.

1.03 TEMPORARY WATER SERVICE

- A. Contractor shall provide, maintain, and pay for suitable quality water service required for construction.

1.04 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide, maintain, and pay for temporary sanitary facilities and enclosures.

1.05 BARRIERS

- A. Contractor shall provide barriers to provide for the following:
 - 1. Prevention of unauthorized access to the construction site.
 - 2. Allow for Owner's use of the site.
 - 3. Protection of existing facilities.
 - 4. Protection of adjacent properties.
- B. Provide barricades and temporary controls required by the governing authority for public rights-of-way.
- C. Provide protection for plant life designated to remain. Replace any plant life damaged by construction activities.
- D. Provide protection for vehicular traffic, stored materials, site, and structures.

1.06 FENCING

- A. Contractor shall install site fencing (at storage/staging area) at their option with the approval of Engineer.

1.07 WATER CONTROL

- A. Contractor shall provide, operate, and maintain pumping equipment to maintain all excavations free from water.
- B. Contractor shall grade the site to drain and protect the site from puddling or running water.
- C. Contractor shall provide water barriers as required to protect the site from soil erosion.

- D. Contractor shall comply with all National Pollution Discharge Elimination System (NPDES) Permit requirements.

1.08 PROTECTION OF INSTALLED WORK

- A. Contractor shall provide for the protection of completed Work and installed products. Work of products damages shall be repairs or replaced at the Contractor's expense.

1.09 SITE SECURITY

- A. Contractor shall provide security at the site to prevent unauthorized access, vandalism, and theft of items of the Work or Owner's property.

1.10 ACCESS ROADS

- A. Contractor shall construct and maintain any temporary roads to serve the construction site. Maintain acceptable access for all residences and businesses at all times. Temporary roads shall be extended, relocated, and removed as necessary to accommodate the Work.
- B. Contractor shall provide detours, including signage and signaling, as needed for uninterrupted traffic flow.
- C. Contractor shall provide wash areas to remove dirt, mud, and other debris from vehicle prior to entering roadways. Provide site entrance pads as required by the Drawings.
- D. Contractor shall provide and maintain access to all manholes and fire hydrants.

1.11 CLEANING OF WORK

- A. Maintain the site in a clean, neat, and orderly condition. All waste and debris shall be removed periodically and disposed of off-site no less often than weekly.

1.12 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Contractor shall remove all temporary utilities, equipment, facilities, and materials prior to substantial completion. Areas used for temporary facilities shall be cleaned and any damage repaired.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

PART 1 – GENERAL**1.01 SPECIFICATION INCLUDES**

- A. The furnishing and installation of products specified, under options and conditions for substitutions outlined in this Section.
- B. Whenever a product, material or item of equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, followed by the phrase “or equal,” the specific item mentioned shall be the basis upon which bids are to be prepared, and shall be understood as establishing the type, function, dimension, appearance and quality desired.
- C. Other manufacturer's or vendor's products not named will be considered as substitutions, provided the required information is submitted in the manner set forth in this section and provided the substitution will not require substantial revisions to the Contract Documents.

1.02 CONTRACTOR’S OPTIONS

- A. For Products specified only by reference standard, Contractor may select any product meeting that standard, by any manufacturer.
- B. For Products specified by naming several products or manufacturers, select any one of the products and manufacturers named which complies with the Specifications.
- C. For Products specified by naming one or more products or manufacturers and stating ‘or equal’, Contractor shall submit a request as for substitutions, for any product or manufacturer which is not specifically named. Requests for Substitutions will not be accepted prior to Notice of Award being issued.

1.03 SUBSTITUTIONS

- A. In order for substitutions to be considered, the Contractor shall submit, within thirty (30) days of issuance of the Notice of Award, complete data as set forth herein to permit a complete analysis of all proposed substitutions noted on his substitution list. No substitutions shall be considered unless the Contractor provides the required data in accordance with the requirements of the Section within the thirty (30) day period.
- B. Contractor shall submit separate requests for each substitution. Each request shall be supported with a minimum of the following items, although individual specification sections may require additional information not included in this list:
 - 1. Complete data substantiating compliance of proposed substitution with requirements stated in the Contract Documents, including:
 - a. Product Identification, including manufacturer’s name and address.
 - b. Manufacturer’s Literature, including, but not limited to the following:
 - 1) Product Description
 - 2) Reference Standards
 - 3) Performance and Test Data
 - 4) Operation and Maintenance Data

- 5) Product Drawings
 - 6) Product Specifications
 - 7) Documentation of NSF Standards, as applicable
- c. Samples, if applicable.
- d. A list of 10 installations of similar type and size with address, telephone numbers, and dates of installation. The Engineer and Owner may contact these installations sites to determine experience.
- 2. Itemized comparison of the proposed substitution with product specified; list significant variations. Substitution shall not change design intent and shall perform equal to that specified.
- 3. Data relating to impact on construction schedule occasioned by the proposed substitution.
- 4. Effect of substitution on separate contracts, if any.
- 5. List of changes required in other work or products. Contractor shall pay for all changes, including any engineering re-design work and/or revisions to drawings.
- 6. Accurate cost data comparing the proposed substitution with product specified. The Owner shall benefit from any decrease in costs as a result of using the substitution.
- 7. Designation of required license fees or royalties.
- 8. Designation of availability of maintenance services and sources of replacement materials.
- C. Substitutions will not be considered for acceptance when:
 - 1. They are indicated or implied on shop drawings or product data submittals without a formal request from the Contractor.
 - 2. They are requested directly by a subcontractor or supplier.
 - 3. Acceptance will require substantial revision of the Contract Documents.
- D. Requests for substitutions submitted after Notice of Award will not be considered unless evidence is submitted to the Engineer that all of the following circumstances exist:
 - 1. The specified product is unavailable for reasons beyond the controls of the Contractor. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacture, or acts of God.
 - 2. The Contractor placed, or attempted to place, orders for the specified products within 10 days after Notice of Award.
 - 3. Request for substitution is made in writing to the Engineer within 10 days of the date on which the Contractor ascertains that he cannot obtain the item specified.
 - 4. Complete data, as set forth herein to permit a complete analysis of the proposed substitution, is submitted with the request.
- E. The Engineer's decision regarding evaluation of substitutions shall be considered final and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed. All approved substitutions will be incorporated into the Agreement by Change Order.

1.04 CONTRACTOR'S REPRESENTATION

- A. In making formal requests for substitutions, the Contractor represents that:

1. He has investigated the proposed products and has determined that they are equal to or superior in all respects to the specified product.
2. He will provide, at a minimum, the same warranties or bonds for the substitutions as for the specified products.
3. He will coordinate the installation of the substitutions into the Work, and he will make such changes as may be required for the Work to be complete in all respects.
4. He waives any and all claims for additional costs caused by the substitutions, which may subsequently become apparent.
5. Cost data is complete and includes related costs under his contract, but not:
 - a. Costs under separate contracts.
 - b. Engineer's costs for redesign or revision of Contract Documents.
6. If, after installation, the substitution equipment does not perform in accordance with the specifications or other deficiencies are noted, the Contractor shall make modifications or replacement of such equipment to meet the specifications at no additional expense to the Owner.

1.05 ENGINEER'S RESPONSIBILITIES

- A. Engineer shall review the Contractor's requests for substitutions with reasonable promptness.
- B. Engineer shall notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

PART 1 – GENERAL**1.01 DESCRIPTION**

- A. This work shall consist of the excavation, backfilling, and compaction for the purposes of installing new and/or relocating or adjusting existing underground utilities.
- B. All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction, as modified by any MnDOT Supplemental Specification edition published prior to the date of advertisement for bids. All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

1.02 SUBMITTALS

- A. If requested by the Engineer, the Contractor shall submit a sample of any granular backfill or bedding to an independent testing laboratory for gradation. This shall be at the Contractor's expense and shall be completed and submitted to the Engineer for approval. Contractor shall not place any granular backfill material any materials testing reports have been submitted to and approved by the Engineer.

1.03 UNIT PRICES

- A. All costs of excavating to foundation grade, preparing the foundation, placing and compacting backfill materials, and other work necessary for prosecution and completion of the work as specified, shall be included for payment as part of the pipe and pipe appurtenance items without any direct compensation being made for trenching or backfilling activities.

PART 2 – PRODUCTS**2.01 GRANULAR MATERIALS**

- A. Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified shall consist of any natural or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone, or slag, that shall be so graded as to meet the gradation requirements specified herein for each particular use by the material manufacturer or as indicated in the Plans, Specifications, or Special Provisions.
 - 1. Granular Material Gradation Classifications: Granular materials furnished for use in Foundation, Bedding, Encasement, or Backfill construction shall conform to the following requirements:
 - a. Foundation materials shall have 100 percent by weight passing the 1-1/2 inch sieve and a maximum of 10 percent by weight passing the No. 4 sieve.
 - b. Backfill materials shall consist of existing trench materials, except as otherwise specified in this specification or elsewhere in the contract documents.
 - c. Bedding and encasement materials for flexible pipe, where improved pipe

foundation is not required, shall meet the requirements of MnDOT Specification 3149.2.F.

- B. A gradation report from an approved Independent Testing Laboratory of the proposed granular materials shall be furnished to the Engineer upon request. A gradation report shall be submitted and approved before any off-site/imported granular materials are delivered to the project (if applicable).

2.02 GRANULAR MATERIAL USE DESIGNATIONS

- A. Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the Plans, Specifications, and Special Provisions, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

<u>Material Use Designation</u>	<u>Zone Designation</u>
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding.....	Placed below the pipe midpoint, prior to pipe installation, to facilitate proper shaping and to achieve uniform pipe support.
Granular Encasement	Placed below an elevation one foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids or thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

- B. In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

2.03 PILING

- A. Piling shall be constructed in accordance with the provisions of MnDOT Specification 2452 and special plan details relating to piling.

PART 3 – EXECUTION

3.01 GRADES AND UTILITY CONFLICTS

- A. Unless otherwise specified in the Contract Documents the watermain shall generally be placed with the minimum specified cover. However, a greater depth may be required to avoid conflict with existing/proposed storm and sanitary sewers and sewer services, and no additional compensation shall be provided for such adjustments.
- B. In locations where sewer is in direct conflict with existing watermain and water services the water main and water services shall be lowered to provide at least 18-inches of vertical distance between the top of the water main or service and the bottom of the sanitary or relocated in accordance with detail(s) in the Drawings.
- C. Watermains crossing above storm or sanitary sewers shall be laid to provide a separation of at least 18-inches between the bottom of the water main and the top of the sewer. When local conditions prevent a vertical separation as described, the following construction shall be used:
 - 1. Sewers passing over or under watermains shall be constructed of materials equal to watermain standards of construction for a distance of at least 9-feet on either side of the watermain.
 - 2. A length of water pipe shall be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer.
 - 3. Watermains shall be laid at least 10-feet horizontally from any sanitary sewer or storm sewer, whenever possible. When local conditions prevent a horizontal separation of 10-feet, a watermain may be laid closer to a storm or sanitary sewer provided that:
 - a. The bottom of the watermain is at least 18 inches above the top of the sewer;
 - b. Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to watermain standards of construction and shall be pressure tested to assure water tightness prior to backfilling.
 - 4. No deviation shall be made from the required line or grade except with the consent of the Engineer.

3.02 PROTECTION OF SURFACE STRUCTURES

- A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval of the Engineer. Within the construction limits, as required, the removal of improvements such as paving, curbing, walks, turf, etc., shall be subject to acceptable replacement after completion of underground work, with all expense of removal and replacement being borne by the Contractor to the extent that separate compensation is not specifically provided for in the Contract Documents.
- B. Obstructions such as street signs, guard posts, small culverts, mailboxes, and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as approved by the Engineer and that nonessential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting at the sole

expense of the Contractor, unless payment for such work is provided for in the Contract Documents.

- C. The Contractor shall be responsible for protection of existing overhead utilities and poles. This shall include arranging with the utility and paying the utility for holding poles that will be close to the edge of any trench. Holding and repair of any damage to these facilities shall be considered incidental to the project with no additional compensation paid to the Contractor. If relocation or removal of these facilities is required, the Owner will contact the concerned utility and pay applicable costs for the relocation or removal at no additional expense to the Contractor.
- D. In the event of damage to any surface improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

- A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the effected structure. When any existing facilities are endangered by the Contractor's operations, the Contractor shall cease work at the site and take such precautions as may be necessary to protect the in-place structures until a decision is made as to how the conflict will be resolved.
- B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.
- C. Wherever alterations are required as a result of unforeseen underground interferences not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor, shall be subject to prior approval and shall be at the Contractor's expense.

3.04 REMOVAL OF SURFACE IMPROVEMENTS

- A. Removal of surface improvements in connection with trench excavation shall be limited to actual needs for installation of the pipeline and appurtenances, based on the allowable trench widths and any other controls imposed in connection with the work. Removal operations shall be coordinated effectively with the excavation and installation operations as will cause the least practical disruption of traffic or inconvenience to the public. The debris resulting from removals shall become the property of the Contractor and shall be disposed of by the Contractor in accordance with MnDOT Specification 2104. Removal debris shall not be deposited at locations that will block access to fire hydrants, private driveways, or other essential service areas, nor obstruct surface drainage. Removal and final disposal of debris shall be accomplished as a single operation wherever possible and, in any event, the debris shall be removed from the site before starting the excavating operations.
- B. Any reusable materials generated during the work, such as aggregate, sod, topsoil, shall be

segregated from other waste materials and be stockpiled so as to maintain suitability and permit proper reuse.

3.05 DEWATERING

- A. Contractor shall provide all labor and equipment needed to complete dewatering of subgrade soils for trench installation of underground utilities or other such improvements.
- B. If requested, Contractor shall submit a dewatering plan and schedule for approval by the Engineer prior to commencing dewatering operations.
- C. Dewater discharge with elevated iron concentrations will not be permitted to discharge to any surface infrastructure (i.e to curb and gutter or pavements). This discharge must be piped to nearest storm sewer, and/or natural drainage way.
- D. Contractor shall be responsible for obtaining a Department of Natural Resources (DNR) Water Appropriation Permit and completing dewatering activities in accordance with DNR and other regulatory agency rules and regulations.
- E. Contractor shall be responsible for completing dewatering activities in accordance with the project's Stormwater Pollution Prevention Plan (SWPPP).
- F. Dewatering shall be utilized to eliminate water from trench slopes and bottoms resulting in stable conditions for laying pipe. The soil shall be dewatered, below the bottom of trench elevation, in a manner that provides a firm and suitable pipe foundation. Unsuitable pipe foundations, as a result of inadequate dewatering shall be, removed and corrected with rock or granular material as directed by the Engineer, at no additional cost to the Owner.
- G. Engine driven pumps or generators, operating for more than 48 hours, shall be equipped with a sound attenuating enclosure. The enclosure shall reduce noise to less than seventy (70) decibels at twenty-three (23) feet.
- H. All equipment, material, and labor required for dewatering shall be the responsibility of the Contractor and shall be considered incidental work.

3.06 EXCAVATION AND PREPARATION OF TRENCH

- A. Operational Limitations and Requirements
 - 1. Excavating operations shall proceed only so far in advance of pipe-laying as will satisfy the needs for coordination of work and permit advance verification of unobstructed line and grade as planned. Where interference with existing structures is possible or in any way indicated, and where necessary to establish elevation or direction for connections to in-place structures, the excavating shall be done at those locations in advance of the main operation so actual conditions will be exposed in sufficient time to make adjustments without resorting to extra work or unnecessary delay.
 - 2. No trench shall remain open over night without the consent of the Engineer and proper protection such as fencing and barricades.
 - 3. All installations shall be accomplished by open trench construction except for short tunnel sections approved by the Engineer and with the exception that boring and jacking or tunnel construction methods shall be employed where so specifically required by the Drawings or Contract Documents.
 - a. Installation of pipe through tunnel excavations will be allowed only where the surface structure can be properly supported and the backfill restored to the satisfaction of the Engineer.

4. The excavating operations shall be conducted so as to carefully expose all in-place underground structures without damage. Wherever the excavation extends under or approaches so close to an existing structure as to endanger it in any way, precautions and protective measures shall be taken as necessary to preserve the structure and provide temporary support. Hand methods of excavating shall be utilized to probe for and expose such critical or hazardous installations as gas pipe and power or communication cables.
- B. Classification and Disposition of Materials
1. Excavated materials will be classified in accordance with MnDOT 2106.
 2. Unclassified materials shall include muck, rubble, wood debris, and boulder stone, masonry or concrete fragments less than one cubic yard in volume, together with other miscellaneous matter that can be removed effectively with power operated excavators without resorting to drilling and blasting.
 3. Excavated materials will be classified for reuse as being either Suitable or Unsuitable for backfill or other specified use, subject to selective controls. All suitable materials shall be reserved for backfill to the extent needed, and any surplus remaining shall be utilized for other construction on the project as may be directed by the Engineer. To the extent practicable, granular materials and topsoil shall be segregated from other materials during the excavating and stockpiling operations so as to permit best use of the available materials at the time of backfilling. Unless otherwise specified in the Contract Documents material handling as described above shall be considered incidental with no additional compensation provided.
 4. All excavated materials reserved for backfill or other use on the project shall be stored at locations approved by the Engineer that will cause a minimum of inconvenience to public travel, adjacent properties, and other special interests. The material shall not be deposited so close to the edges of the excavations as it would create hazardous conditions, nor shall any material be placed so as to block the access for emergency services.
 5. All materials considered unsuitable by the Engineer, for any use on the project, shall be immediately removed from the project and be disposed of by the Contractor at no expense to the Owner.
- C. Excavation Limitations and Requirements
1. Trench excavating shall be to a depth that will permit preparation of the foundation as specified and installation of the pipeline and appurtenances at the prescribed line and grade, except where alterations are specifically authorized. Trench widths shall be sufficient to permit the pipe to be laid and joined properly and the backfill to be placed and compacted as specified. Extra width shall be provided as necessary to permit convenient placement of sheeting and shoring and to accommodate placement of appurtenances.
 2. Excavations shall be extended below the bottom of structure as necessary to accommodate any required Granular Foundation material. When rock or unstable foundation materials are encountered at the established grade, additional materials shall be removed as specified or ordered by the Engineer to produce an acceptable foundation. Unless otherwise indicated or directed, rock shall be removed to an elevation at least six inches below the bottom surface of the pipe barrel and below the

lowest projection of joint hubs. All excavations below grade shall be to a minimum width equal to the outside pipe diameter plus two feet. Rock shall be removed to such additional horizontal dimensions as will provide a minimum clearance of six inches on all sides of appurtenant structures such as valves, housings, access structures, etc.

3. Where no other grade controls are indicated or established for the pipeline, the excavating and foundation preparations shall be such as to provide a minimum cover over the top of the pipe as specified. Trench widths shall allow for at least six inches of clearance on each side of the joint hubs. The maximum allowable width of the trench at the top of pipe level shall be the outside diameter of the pipe plus two feet, subject to the considerations for alternate pipe loading set forth below. The width of the trench at the ground surface shall be held to a minimum to prevent unnecessary impact to surface structures.
 4. The maximum allowable trench width at the level of the top of pipe may be exceeded only by approval of the Engineer, after consideration of pipe strength and loading relationships. Any alternate proposals made by the Contractor shall be in writing, giving the pertinent soil weight data and proposed pipe strength alternate, at least seven days prior to the desired date of decision. Approval of alternate pipe designs shall be with the understanding that there will be no extra compensation allowed for any increase in material or construction costs.
 5. If the trench is excavated to a greater width than that authorized, the Engineer may direct the Contractor to provide a higher class of bedding and/or a higher strength pipe than that required by the Contract Documents in order to satisfy design requirements, without additional compensation.
- D. Sheeting and Bracing Excavations
1. All excavations shall be sheeted, shored, and braced as will meet all requirements of the applicable safety codes and regulations; comply with any specific requirements of the Contract Documents; and prevent disturbance or settlement of adjacent surfaces, foundations, structures, utilities, and other properties. Any damage to the work under contract or to adjacent structures or property caused by settlement, water or earth pressures, slides, cave-ins, or other causes due to failure or lack of sheeting, shoring, or bracing or through negligence or fault of the Contractor in any manner shall be repaired at the Contractor's expense and without delay.
 2. Where conditions warrant extreme care, the Contract Documents may require special precautions to protect life or property, or the Engineer may order the installation of sheet piling of the interlocking type or direct that other safety measures be taken as deemed necessary. Failure of the Engineer to order correction of improper or inadequate sheeting, shoring, or bracing shall not relieve the Contractor's responsibilities for protection of life, property, and the work.
 3. The Contractor shall assume full responsibility for proper and adequate placement of sheeting, shoring, and bracing, wherever and to such depths that soil stability may dictate the need for support to prevent displacement. Bracing shall be so arranged as to provide ample working space and so as not to place stress or strain on the in-place structures to any extent that may cause damage.
 4. Sheeting, shoring and bracing materials shall be removed only when and in such manner as will assure adequate protection of the in-place structures and prevent displacement

of supported grounds. Sheet piling and bracing shall be left in place only as required by the Contract Documents or ordered by the Engineer. Otherwise, sheet piling and bracing may be removed as the backfilling reaches the level of respective support. Wherever sheet piling and bracing is left in place, the upper portions shall be cut and removed to an elevation of three feet or more below the established surface grade as directed by the Engineer.

5. All costs of furnishing, placing and removing sheet piling, shoring, and bracing materials, including the value of materials left in place as required by the Contract, shall be included in the prices bid for pipe installation and will not be compensated for separately. When any sheet piling, shoring, or bracing materials are left in place by written order of the Engineer, in the absence of specific requirements of the Contract to do so, payment will be made for those materials as an Extra Work item, including waste material resulting from upper cut-off requirements.
- E. Preparation and Maintenance of Foundations
1. Foundation preparations shall be conducted as necessary to produce a stable foundation and provide continuous and uniform pipe bearing between bell holes. The initial excavating or backfilling operations shall produce a subgrade level slightly above finished grade as will permit hand shaping to finished grade by trimming of high spots and without the need for filling of low spots to grade. Final subgrade preparations shall be such as to produce a finished grade at the centerline of the pipe that is within 0.03 foot of a straight line between pipe joints and to provide bell-hole excavation at each joint as will permit proper joining of pipe and fittings.
 2. In excavations made below grade to remove rock or unstable materials, the backfilling to grade shall be made with available suitable materials unless placement of Granular Foundation or Bedding material is specified and provided for or is ordered by the Engineer. Placement of the backfill shall be in relatively uniform layers not exceeding 8 inches in loose thickness. Each layer of backfill shall be compacted thoroughly, by means of approved mechanical compaction equipment, as will produce uniform pipe support throughout the full pipe length and facilitate proper shaping of the pipe bed.
 3. Where placement of foundation materials will not provide an adequate foundation for laying pipe due to the instability of the existing materials and where ordered by the Engineer, the Contractor shall place Geotextile Type I fabric on top of the unstable materials prior to placing foundation materials. Sufficient geotextile fabric shall be used to completely enclose the foundation materials and pipe.
 4. It shall be the Contractor's responsibility to notify the Engineer of changing soil conditions which may be of poor bearing capacity and when organic soils are encountered. Where utilities are placed on unstable soils without notification of the Engineer, the Contractor shall be responsible for all repairs and correction of the installation without further compensation.
 5. Where the foundation soil is found to consist of materials that the Engineer considers to be unstable as to preclude removal and replacement to a reasonable depth to achieve solid support, a suitable foundation shall be constructed as the Engineer directs in the absence of special requirements in the Contract Documents. The Contractor may be required to furnish and drive piling and construct concrete or timber bearing supports or other work as may be ordered by the Engineer.

6. Care shall be taken during final subgrade shaping to prevent any over-excavation. Should any low spots develop, they shall only be filled with approved material, which shall have optimum moisture content and be compacted thoroughly without additional compensation to the Contractor. The finished subgrade shall be maintained free of water and shall not be disturbed during pipe lowering operations except as necessary to remove pipe slings.
7. The Contractor shall install and operate a dewatering system of wells or points to maintain pipe trenches free of water wherever necessary or as directed by the Engineer to meet the intent of these specifications. Unless otherwise specified in the Contract Documents, such work shall be considered incidental.
8. All costs of excavating below grade and placing foundation or bedding aggregates as required shall be included in the bid prices for pipe items to the extent that the need for such work is indicated in the Drawings and Specifications and the Proposal does not provide for payment under separate Contract Items. Any excavation below grade and any foundation or bedding aggregates, for correction of unsuitable foundation, required by order of the Engineer in the absence of Contract requirements will be compensated for separately.
9. If examination by the Engineer reveals that the need for placement of foundation aggregate was caused by the Contractor's manipulation of the soils in the presence of excessive moisture or lack of proper dewatering, the cost of the corrective measures shall be borne by the Contractor.

3.07 TRENCH BACKFILLING AND COMPACTION

- A. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline or trench, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, as will assure acceptable results.
- B. The backfilling shall be accomplished with the use of Suitable Materials selected from the excavated materials to the extent available and practical. Should the materials available within the trench section be unsuitable or insufficient, without loading and hauling or the employment of unreasonable measures, the required additional materials shall be furnished from outside sources as an Extra Work item in the absence of any Special Provision requirements.
- C. Suitable Material shall be defined as a mineral soil free of foreign materials (rubbish, debris, etc.), frozen clumps, oversize stone, rock, concrete or bituminous chunks, and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.
- D. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particle size to 1-1/2 inches maximum in the case of pipe of 12 inches in diameter or less and to 2 inches maximum in the case of larger pipe. Above these zones, the

placement of material containing stones, boulders, chunks, etc. greater than 8 inches in any dimension shall not be allowed.

- E. All flexible pipe shall be bedded in accordance with ASTM Specification D2321, "Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe". This shall include placement of granular bedding and encasement materials from a point six inches below the bottom of pipe to a point twelve inches above the top of the pipe. Placement and compaction of bedding and encasement materials around the pipe shall be considered incidental to the installation of the pipe. Where existing soils do not meet the requirements of bedding and encasement materials, the Contractor shall furnish the required granular materials.
- F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the cover zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.
- G. Backfill materials shall be carefully placed in uniform loose thickness layers up to 12 inches thick spread over the full width and length of the trench section to provide simultaneous support on both sides of the pipeline. Granular backfill may be placed in 12 inch layers above an elevation one foot above the top of the pipe, and with the provision that, by authority and at the discretion of the Engineer in consideration of the demonstrated capability of special type vibrating compactors, the stated maximums may be increased.
- H. Each layer of backfill material shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation or the density of the compacted layer conforms to the density requirements specified herein. Compaction of the in-place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, compaction equipment, or procedure effectiveness shall be subject to approval of the Engineer.
- I. Compaction of backfill within right-of-way areas shall meet the density requirements of MnDOT Specification 2106. Compaction of backfill in all other areas shall be quality compaction in accordance with MnDOT 2106.
- J. The Contractor shall employ alternate compaction techniques in areas near buildings, particularly in service lateral trenches, and foundations such that vibration is limited and does not damage the building foundation, structure or façade. Any damage to building structures shall be fully repaired to the satisfaction of the Engineer and building owner at the Contractor's expense.
- K. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.
- L. Until expiration of the warranty period, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition, regardless of location. All additional materials

required shall be furnished without additional cost to the Owner. Any settlement of road surfaces that are either placed under this Contract or by others under either public or private contract; that are in excess of one-half inch, as measured by a ten foot straight edge; and that are within the guarantee period shall be considered failure of the mechanical compaction. The Contractor shall be required to repair such settlement including all items placed by others.

3.08 RESTORATION OF SURFACE IMPROVEMENTS

- A. Wherever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor's operations, they shall be repaired or replaced to the Engineer's satisfaction, as will restore the improvement in kind and structure to the preexisting condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.
- B. In the absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items which necessitated the destruction and replacement or repair, and there will be no separate payment. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction which was necessitated by the Contract work will be measured for payment. Any improvements removed or damaged unnecessarily or undermined shall be replaced or repaired at the Contractor's expense.

END OF SECTION

PART 1 – GENERAL**1.01 SPECIFICATION INCLUDES**

- A. Domestic Water System Components
- B. Valves and Hydrants
- C. Polystyrene Insulation
- D. Pressure Testing Requirements
- E. Disinfection of System
- F. Temporary Water Service

1.02 SUBMITTALS

- A. Submittals shall include the names of pipe and fitting manufacturers and suppliers.
- B. Contractor shall submit shop drawings of all pipe, fittings, valves, hydrants, and other items included in this Specification.
- C. Submit written copies of all bacteria and pressure testing results.

1.03 LEAD CONTENT

- A. All water system components, which come in contact with drinking water, shall be in compliance with the most current lead ban provisions in Section 1417 of the Safe Drinking Water Act.

1.04 UNIT PRICE

- A. Polystyrene Insulation: Measurement will be made by the surface area insulated as specified. Payment will be made under Item 2504.604 (4" Polystyrene Insulation) at the Contract bid price per square yard, which shall be compensation in full for all costs incidental thereto.
- B. Connection to water system: Labor and equipment for connection to the existing system is considered incidental work (this includes main to main connections). Fittings required for this work, such as sleeves or reducers, will be paid in accordance with the measurement and payment provisions for ductile iron fittings, as state herein.
- C. Watermain and Service Pipe: Each pipe type, size, and classification, as provided in the Schedule of Prices, will be measured separately by length along the centerline of the pipe. Terminal points of the length will be pipe end (dead end), connection point with another pipe, or the center of fittings or valves. Payment will be made at the Contract unit price per linear foot for each size, type, and class installed and tested.
- D. Ductile Iron Fittings: Complete (including glands, gaskets, and bolts) ductile iron fittings as required by the Drawings, including plugs and sleeves, will be measured on an each basis without distinction of size, weight, type, or class. Payment will be made at the contract unit price per each fitting.
- E. Hydrants: Each hydrant will be measured separately on an each per basis based on the number of units. Payment will be made at the Contract unit price per each complete hydrant assembly which includes all required appurtenances such as markers, rock bedding,

or other item items as provided for in the Drawing details.

- F. Adjust (Extend) Hydrant: Each hydrant requiring adjustment will be measured separately on an each per basis based on the number of units adjusted. Payment will be made under the Item 2504.602 (Adjust Hydrant) at the Contract unit price per each. Payment include full compensation for all labor, equipment, and materials necessary to complete the adjustment as specified. Payment will not be made for hydrant adjustments that are a direct result of incorrect installation or when reasonable adjustments could be made by the Contractor to avoid and adjustment (extension). Payment will only be made for those hydrants (existing or installed as part of the Work) requiring adjustment as a result of unavoidable utility conflicts, grade changes, or other situations approved by the Engineer.
- G. Service Saddles, Corporation Stops, and Curb Stop and Box: Measurement will be separately on an each per basis for the number of units of each size, as classified in the Schedule of Prices, which are incorporated into the Work. No distinction will be made for the size of tap required on saddles, only the diameter of the saddle. Payment will be made at the Contract unit price per each size installed. Wet tapping of the service saddle and adjustment of the curb stop box to finished grade shall be considered incidental to the saddle and curb box, respectively.
- H. Curb Box Casting: Complete castings, including the frame and cover, provided for curb stop boxes which are in hard surfaced areas, as required by the Drawing details will be measured on an each basis for the number of units installed. Payment will be made at the contract unit price for "Curb Box Casting" per each.
- I. Gate Valve and Box: Will be measured separately by the number of units, complete with the valve, box, and bonnet adaptors, of each size as classified in the Schedule of Prices. Payment will be made at the Contract unit price per each complete unit installed.
- J. Watermain Crossing Assembly: When provided for in the Schedule of Prices, watermain crossing assemblies will be measured by the lineal foot between the centers of the fittings at each end of the assembly. No measurement of size, type, or number of fittings will be made. Payment will be provided at the Contract unit price per lineal foot of measurement. In the absence of a contract unit price, measurement and payment will be made in accordance with measurement and payment provisions for the individual components (pipe and fittings) of the crossing assembly.
- K. Temporary Water Service: No measurement will be made for the number, type, or size of temporary water system(s) provided for the Work. Payment shall be provided at the lump sum Contract price. Payment shall be full compensation for furnishing, installing, maintaining, and removing complete temporary water system(s) and supply to fire suppression systems. Payment shall be compensation for all piping and fittings, disinfection, bacteria testing, required protection devices, and additional items required to provide complete temporary water service system(s).
- L. Incidental Items: Furnishing, installation, and/or operation of: trenching, backfilling, dewatering, connecting to existing pipes, granular pipe bedding, thrust blocking, joint restraints, flanges, bolts, nuts, zinc anode caps, pressure testing, disinfection and bacteria testing, leakage and deflection testing, adjustment of new and existing curb stop boxes, and other appurtenances which are not specifically listed in the Schedule of Prices shall be considered incidental to the pipe installation.

PART 2 – PRODUCTS

2.01 POLYVINYL CHLORIDE (PVC) WATER PIPE – DR 18, 235 psi

- A. PVC water pipe shall conform to the latest revision of AWWA C900.
- B. Pipe shall have an integral bell with gasketed joint. Gasket shall meet the requirements of ASTM F477. Joint Design shall meet the requirements of ASTM D3139.
- C. The pipe shall conform to cast-iron pipe size (cast-iron outside diameter CIOD).

2.02 DUCTILE IRON FITTINGS

- A. Ductile iron fittings shall be mechanical joint Class 350 and shall conform to AWWA C153, ANSI A21.53 and AWWA C111/ANSI A21.11.
- B. All ductile iron fitting interiors shall be furnished with a cement-mortar lining.
- C. All fitting exteriors shall be furnished with a standard asphaltic coating with approximate 1-mil thickness per AWWA C153.
- D. Bolts and nuts shall be Cor Blue, stainless steel or approved equal. Anti-seize paste shall be applied to all stainless steel bolts prior to installation.
- E. Bell dimensions shall be in strict accordance with the manufactures design and shall be Class 350; equal to “Tyler”, “Sigma”, or “Star”.
- F. All sleeves shall be long pattern design; no short pattern sleeves shall be allowed.
- G. Mechanical joint restraints shall be provided on all joints and shall be PVC Stargrip Series 4000 by Star, One-Lok Series SLCE by Sigma, Tufgrip Series 2000 by Tyler Union, and Megalug Series 2000PV by Ebaa Iron.
- H. Zinc Anode Caps
 - A. Zinc anode caps shall conform to ASTM B418-88 "Galvanic Zinc Anodes".
 - B. Zinc anode caps shall be 1" - 8 NC tapped weighing 6oz.
 - C. Cap dimensions shall be in accordance to manufactures design; equal to “Trumbull”, “Sigma”, “Christy”, or approved equal.
 - D. Two zinc anode caps shall be installed on each ductile iron fitting, gate valve, and hydrant.

2.03 DUCTILE IRON COUPLERS

- A. Couplers shall be either long pattern sleeve, meeting requirements of Ductile Iron Fittings herein, or restraint joint ductile iron coupler.
- B. Restraint joint ductile iron couplers shall meet the following requirements:
 - 1. Couplers shall be manufactured be Hymax as manufactured by Krausz, Alpha as manufactured by Romac, or approved equal.
 - 2. All couplers shall meet the requirements of AWWA C219, NSF 61 Certified, and NSF 372 Certified.
 - 3. Body and centering ring shall be ductile iron casting ASTM A536 grade 65-45-12.
 - 4. Fitting shall be restraint joint style with Xylan 1424 coated ductile iron or stainless steel gripping system.
 - 5. Gaskets shall be either EPDM, NBR, or SBR in accordance with ASTM D2000. Coupler shall be provided with universal or changeable gaskets that will accommodate a variety of pipe materials and classes including ductile iron, cast iron, PVC, and HDPE.
 - 6. Body and all cast iron components shall be coated with a minimum of 14 mil of fusion

bonded epoxy in accordance with AWWA C213 and NSF 61 Certified.

7. All bolts, nuts, and other hardware shall be 304 or 316 stainless steel with anti-galling coating.
8. Coupler shall allow for a minimum of 4 degrees of deflection and up to 0.25-inches of offset between pipes being joined.
9. Capable of a minimum working pressure of 200 psi.

2.04 WATER SERVICE CONNECTIONS

- A. Connections of less than 4-inches in diameter, shall use double-bolt, stainless steel, band-type saddles as manufactured by Ford (Model FS313), Power Seal (3412), or approved equal.
- B. Connections of 2-inch and less in diameter, shall be type "K" copper conforming to ASTM B-88 or SDR 7 (200 PSI) Polyethylene (PE) pipe, as provided for in the schedule of prices or specified in the drawing details.
 1. PE water service pipe shall be installed with a stainless steel insert stiffener at point(s) of connection to fittings. Stiffener shall be a minimum of 2-inches in length.
 2. Provide an additional stiffener for services that are not immediately connected to a service lateral, such as a provisional service or within a commercial/residential development. The additional stiffener shall be placed inside the back outlet of the curb stop or furnished to the Owner.
- C. Fittings
 1. All fittings shall be brass, manufactured in accordance with AWWA C800, and manufactured by Mueller, Ford, or A.Y. McDonald.
 2. All fitting shall have a minimum working pressure of 300 psig.
 3. Brass components in contact with potable water shall conform to ASTM B584 and UNS No. C89833. Brass fitting bodies be stamped with the letters "NL" indicating no lead.
 4. All joints (with exception to the corporation stop threaded inlet) shall be compression with pack joint ends with integral clamp. Stainless steel stiffeners/inserts shall be provided for all PE and PEX connections.
 5. Corporation stops shall be ball style with tapered AWWA/CC inlet threads and EPDM seals and seats.
 6. Curb stops shall be ball style with EPDM rubber seals and seats. Valve stops shall be limit valve motion to 90°. Body shall be threaded for one and one-half inch (1 ½") Minneapolis style curb box.
- D. Curb boxes shall be Minneapolis thread pattern, extension type, with standard pentagon head plug. The upper section shall be one and one-quarter (1 ¼) inch in diameter for an adjustable depth of 8.5 to 9.5 feet. Units shall be manufactured by Ford, or A.Y. McDonald. The curb box shall include shutoff rod extension to within 1.5' of finished grade.

2.05 GATE VALVES AND BOXES

- A. Valves shall conform to the latest revision AWWA C515 and shall be manufactured by American Flow Control, or approved equal.
- B. Valves shall be of the inside screw, non-rising stem, resilient wedge type with mechanical joint ends.
- C. All major components shall be ductile iron, ASTM A536. High solids epoxy coating shall be applied on the valve interior and exterior.

- D. Stem and wedge nut shall be manganese bronze, ASTM B763.
- E. Resilient wedge shall be encapsulated in EPDM rubber.
- F. All hardware shall type 304 Stainless steel.
- G. Valves shall be rated for working pressure of two hundred fifty (250) pounds per square inch gauge (psig) cold water working pressure.
- H. All exterior valve bolts shall be made of stainless steel.
- I. Valve boxes shall be made of cast iron and shaft shall be five and one-quarter (5 ¼) inch diameter. Valve box covers shall be lettered 'WATER'. All exposed nuts, bolts and washers shall be stainless steel.
- J. All valve boxes shall be installed upon the valve with the use of a gate valve bonnet as manufactured by Adaptor, Inc. or approved equal.
- K. All valve boxes shall be installed with a valve stem extension with two (2) centering collars spaced evenly along the length of the stem. The extension stem shall not be bolted to the valve operating nut.

2.06 FIRE HYDRANTS

- A. Hydrants shall be Waterous Pacer (WB67-250), American Darling (B-62B), or approved equal.
- B. Hydrants shall conform to the latest revision of AWWA C502.
- C. Hydrants shall be of the traffic-flange type with a 16-inch breakoff section. The main valve opening shall be 5 ¼ inches. Hydrant barrel shall have a minimum inside diameter of 7 3/8-inches. Shutoff type shall be compression.
- D. Inlet connection shall be 6-inch mechanical joint fitting.
- E. Delivery classification shall be two hose nozzles (2 ½" National Standard) and one pumper nozzle (4 ½").
- F. Hydrants shall generally be supplied such that the bury depth is 9-feet from the ground surface to the top of the connecting pipe. However, the bury length may vary from location to location to accommodate the field conditions and topography. Contractor shall review the Drawings and provide hydrant bury lengths to accommodate topography, in-slopes, back slopes, etc. and achieve the specified bury depth.
- G. Nozzle diameters and threads shall conform to the Owner's standards and shall be verified with the Owner.
- H. The operating and cap nuts shall conform to the Owner's standards and shall be verified with the Owner.
- I. Hydrants shall open to the left (counterclockwise).
- J. Hydrants shall include open drain holes.
 - 1. Supply and ship weep hole plugs with all hydrants.
- K. All nozzle caps shall be provided with chains.
- L. The finish paint above the ground line shall conform to the Owner's standards and shall be verified with the Owner.
- M. Hydrants shall be supplied with marker rod. Marker shall consist of a minimum 5-foot long, 3/8-inch diameter fiberglass rod. The rod shall have a minimum of three 2-inch red reflective bands evenly spaced along the length of the marker. Mounting assembly shall be spring loaded and affix to the upper housing flange of the hydrant.

2.07 TAPPING SLEEVES

- A. Tapping sleeves shall have T304 stainless steel bodies and branches. All welds shall be free from pinholes and other defects and shall be fully chemically passivated at the factory in accordance with ASTM A-380. All bolts shall be T304 stainless steel.
- B. Tapping sleeves shall have T304 stainless steel flanged, gasketed joints and shall be hydrostatically tested to 1.5 times the working pressure.
- C. Tapping sleeves shall be Power Seal 3460-HP or approved equal. All tapping sleeves shall carry a ten (10) year warranty from date of manufacture.

2.08 TAPPING VALVES

- A. Valves shall be manufactured by American Flow Control or approved equal.
- B. Valves shall conform to the latest revision of AWWA C515.
- C. Valves shall be flanged, of the inside screw, non-rising stem, resilient wedge type with 125 lb. flanged ends faced and drilled per ANSI B16.1 standard for ductile iron flanges.
- D. High solids epoxy coating shall be applied on the valve interior and exterior.
- E. Valves shall have a minimum working pressure of 250 pounds per square inch (psi).
- F. Stem shall be stainless steel.
- G. All exterior valve bolts shall be made of stainless steel.
- H. Gasket material shall be compatible with the service medium, as recommended by the valve manufacturer.
- I. Valve operators shall be provided with a manual gear operator sized so that the maximum rim pull required is not more than eighty pounds.

2.09 HYDRANT ADJUSTMENT (EXTENSION)

- A. If required, hydrants shall be adjusted by installation of a complete hydrant adjustment kit as manufactured by Waterous, American Darling, or approved equal. All components of the fire hydrant extension kit shall of a single kit manufactured by a single manufacture, be designed for and properly fit the specific make and model fire hydrant for which they are intended. The extension kit shall include the appropriate quantity of barrels, flanges, coupling, stems or rods, gaskets, lubricant, and hardware to properly complete the installation.
- B. Neither the extension kit nor any component of the kit shall diminish the operating efficiency or service life of the fire hydrant which they are attached. All components shall conform to ANSI/AWWA C502-94 and the latest revisions thereto.
- C. Extension coupling must be made of Bronze, Cast Iron, or Stainless Steel.

2.10 POLYSTYRENE INSULATION

- A. The insulation board shall be rigid expanded polystyrene conforming to the material requirements of MnDOT 3760.
- B. Insulation shall be four (4) foot by eight (8) foot sheets, two (2) inches thick, with stagger joints.
- C. Shall be Styrofoam S.M. and Styrofoam TG brad insulation, Specification ASTM C-578 as manufactured by Dow Chemical Company or an approved equal.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Contractor shall take measures to avoid damage during delivery and storage of the materials in accordance with the manufacturer's recommendations. Any damaged materials shall be replaced at the Contractor's expense.
- B. Contractor shall locate existing underground utilities and facilities prior to excavation.

3.02 PROTECTION

- A. Contractor shall provide supports, protection, and maintenance of underground and surface facilities.
- B. Contractor shall provide protection for vehicular and pedestrian traffic throughout the construction period.

3.03 PIPE INSTALLATION

- A. Contractor shall inspect all pipes for soundness and replace and damaged lengths of pipe.
- B. All pipes shall be cleaned of any foreign matter.
- C. All service lines shall be seamless consisting of one (1) uniform pipe.
- D. Install pipe to lines and grades as shown on the Drawings. Assemble joints in accordance with the manufacturer's recommendations.
- E. Install thrust blocking and/or mechanical joint restraints as detailed in the Drawings.
- F. Contractor shall have available, on the job site, a complete supply of fittings and materials for unknown or unexpected pipe sizes and types.

3.04 CONNECTION TO EXISTING SYSTEM

- A. Contractor shall connect (or reconnect) all new mains and service laterals to existing pipes, even if not specifically depicted in the Drawings.
- B. Provide all necessary transition adaptors, mechanical joint couplings, and fittings to properly make connection between differing pipe sizes and materials.
- C. Connection to existing system shall be made by bell and spigot connection or ductile iron fitting when possible. Couplers may be utilized when these options are not practical. Couplers shall be installed per manufactures recommendation and compression bolts tightened with a torque wrench to manufactures recommendation.

3.05 CONNECTION OF SERVICE LATERALS

- A. Provide all necessary adaptors and fittings for reconnection of existing service laterals at edge of right-of-way, or other location as specified. A wide range of size and materials are anticipated for the proposed project location.
- B. Connections made at less than 8-feet in depth shall be insulated at the point of connection.

3.06 PLACEMENT OF INSULATION

- A. Watermain and service laterals shall be insulated in location where the pipe is subject to freezing conditions due to shallow locations (less than eight (8) feet in depth), when in close proximity to a storm sewer, and as directed by the Engineer.

- B. Rigid insulation board shall be placed within the pipe encasement zone, six (6) inches above the pipe. Prior to placement of the insulation, granular material, meeting the requirements of MnDOT 3149, shall be leveled and compacted until there is no further visual evidence of increased consolidation or the density of the compacted layer conforms to the density requirements specified in the Section 02220 then leveled and lightly scarified to a depth of one half (1/2) inch. Borrow material placed above and below the insulation shall be free of rock or stone fragments measuring one and one half (1 ½) inches or greater.
- C. Insulation boards shall be placed on the scarified material with the long dimension parallel to the centerline of the pipe. Boards shall be placed in a single layer with tight joints. No continuous joints or seams shall be placed directly over the pipe. If two or more layers of insulation boards are used, each layer shall be staggered manner that will provide joint overlaps a minimum of 6 inches on the underlying sheets and the edges shall be trim and square so to cover the joints of the layer immediately below.
- D. A minimum of two (2) wood skewers per board in each layer driven flush with the surface of the material shall be utilized to hold the insulation material in place during the backfill operations.
- E. The Contractor shall exercise precaution to ensure that all joints between boards are tight during placement and backfilling with only extruded ends placed end to end or edge to edge.
- F. The first layer of material placed over the insulation shall be 6 inches in depth, free of rock or stone fragments measuring one and one half (1 ½) inches or greater. The material shall be placed in such a manner that will preclude damage to the insulation material and operation of construction equipment directly on the insulation. Compaction shall be completed with equipment which exerts a contract pressure of less than eighty (80) psi. The first layer shall be compacted to conform to the density requirements specified in the Special Provisions.
- G. Sections of insulation board damaged by construction operations shall be replaced at the Contractor's expense.

3.07 VALVES AND BOXES

- A. Boxes shall be directly supported a valve body bonnet adaptor and be plumb over the valve operating nut.
- B. All valve boxes shall be left a minimum of twelve (12) inches below subgrade until base pavement is placed. Adjust boxes in accordance with Section 02735.
- C. Prior to final paving, the Contractor shall, in the presence of the Owner, operate all valves and verify that they are in the correct positions (open or closed). All valves shall be in the open position unless otherwise specified by the Drawings or the Owner.
- D. Adjust all curb stop boxes, in non-surfaced (paved) areas to finished grade. Curb stop boxes in paved/surfaced areas shall be left 2-inches below finished grade and a secondary access casting installed over the box. The access casting shall be set prior to the surfacing and adjusted as necessary to ¼-inch below finished grade.
- E. Provide curb boxes of sufficient height to allow for a minimum of 12-inches of future adjustment upward or downward from proposed finished grade.

3.08 SERVICE INTERRUPTION

- A. The contractor is solely responsible for notifying all businesses, tenants, and property owners of any interruption to water service, regardless of the duration of interruption. A minimum of twelve (12) hours of advance notice is required.
 - 1. The Contractor is responsible for providing temporary water service to all areas impacted by a suspension of service. Such areas may lie outside of the immediate project area due to location and configuration of isolation valves.
- B. Water service must not be suspended for more than four (4) hours without unless temporary water service is provided.
- C. Building to building temporary water service may only be used for service interruptions lasting less than twenty four (24) hours. Longer interruptions will require a temporary water system as specified herein.
- D. Service interruptions to businesses may only be permitted, at the discretion of the Engineer, outside of normal business hours. No additional payment will be made for night-time work if required.

3.09 TEMPORARY WATER SERVICE

- A. The contractor shall provide a temporary water system capable of providing water service to all properties affected by a water system suspension lasting more than four (4) hours.
- B. Temporary Watermain and Service Lateral Pipe
 - 1. Piping used for temporary watermain (including service laterals) shall meet the requirements of the Minnesota Department of Health (MDH) and local administrative authority.
 - 2. Temporary piping must meet the National Sanitation Foundation Standard 61, Minnesota Plumbing Code, Minnesota Rules Chapter 4715, and be approved by the manufacture for above ground use.
 - 3. Temporary watermain shall be constructed of a restrained joint PVC header pipe which is typically connected to a fire hydrant.
 - a. System shall be Certa-Lok Yellomine manufactured by CertainTeed or an approved equal.
 - 4. Service Lateral/Connections
 - a. Individual service connection to adjacent buildings shall be provided by HDPE pipe, or approved equal, connected to an exterior hose bid. Service connections shall not be made with conventional garden hose.
 - b. The service line shall be sized to meet the demand of the particular property. A minimum of ¾-inch diameter service lines shall be connected to each structure.
- C. Protection
 - 1. Contractor shall protect the temporary system from damage by pedestrian and vehicle traffic.
 - 2. System shall be installed in a manner that does not interfere with normal vehicle or pedestrian traffic.
- D. Disinfection
 - 1. The temporary water system, including all pipe, fittings, and service lines shall be disinfected in accordance with AWWA C651, with the exception that a minimum chlorine residual of 50 ppm shall be used, as specified herein.

- E. Bacteriological Testing
 - 1. Sampling and testing of water in the temporary water lines shall be performed after final flushing in accordance with the most current AWWA Standard C651. Following disinfection and final flushing, and before the temporary system is connected to the distribution system or users, two consecutive sets of acceptable samples shall be taken from the temporary system. The samples shall be taken either at least 16 hours apart; or at least 16 hours after final flushing and taken at least 15 minutes apart while the sample tap remains running between sample sets.
 - 2. At least one set of samples shall be collected from every 1,200 feet of temporary system, plus one set from the end of the line, and at least one set from each branch.
 - 3. Written laboratory test results must be submitted to the Engineer prior to placing the temporary system in service.
 - 4. Written laboratory results shall be submitted to the Engineer prior to placing the system into service.
- F. Prior to the bid, it is the Contractor's responsibility to inventory the temporary water service needs. This includes defining the anticipated boundary of buildings impacted as well as temporary connections to specific buildings' plumbing system. Any work above and beyond connections to an exterior hose bib shall be completed at the Contractor's expense.
- G. Buildings shall not be connected in series unless approved by the Engineer.
- H. Contractor must provide temporary supply for all fire suppression systems which are connected to any watermain that is taken out of service. The temporary supply must be of equal or greater size as the original line and have the ability to provide equal, or greater, volume of water to the fire suppression system.
- I. The Contractor shall provide notification to each affected property regarding the temporary water system and shall obtain authorization to connect to exterior hose bibs or interior building plumbing. Contractor shall verify operation of the temporary connection to prevent any damage to the property.
- J. The contractor shall make arrangements for alternative connection(s) to a structure in the event an exterior hose bib is not available. This may include a temporary connection directly to the in-place service line.

3.10 HYDRANT INSTALLATION

- A. Contractor shall set hydrants to maintain minimum pipe cover. Nozzles shall be twenty four (24) inches above finished grade.
- B. Hydrants shall be set plumb with proper nozzle facing the street perpendicular to the curb line.
- C. Hydrant bowl shall be braced against the vertical face of unexcavated soil with concrete backing and it shall be tied with rods or clamps.
- D. Hydrants shall be supported on a concrete base no less than six (6) inches thick.
- E. Weep holes shall be plugged on all hydrants where the normal groundwater elevation is above or within 2-feet below the weep hole elevation.
 - 1. Furnish and install an aluminum tag with raised stamped lettering stating, "WEEP HOLES PLUGGED – PUMP AFTER EACH USE". Tag shall be affixed to the upper flange bolts of hydrant housing.

- F. When weep holes are left open (unplugged), the Contractor shall provide a drainage pit of 2'x2'x2', filled with coarse rock and wrapped in geotextile fabric, underneath the bowl.
- G. Hydrants shall be thoroughly cleaned after installation.

3.11 WATERMAIN CROSSING

- A. Watermain crossings shall be constructed in cases where vertical grade/alignment other utilities, typically sanitary sewer or storm sewer, create a grade conflict with the watermain.
- B. The crossings shall be constructed in accordance with the details in the Drawings.
- C. The Contractor shall all reasonable measures to avoid need for a constructed crossing. Avoidance measures include adjustment to the grade and elevations of the watermain. All changes in watermain grades shall be approved in advance by the Engineer.

3.12 HYDROSTATIC PRESSURE TESTING

- A. All water system components shall be hydrostatically tested in accordance with the requirements of AWWA C605 and requirements stated herein.
- B. All system components shall include the entire water distribution system including services to the curb stops and fire hydrant barrels.
 - 1. It is the Contractor's responsibility to verify/confirm that every curb stop is completely shut during the hydrostatic pressure test. Any damage caused to property beyond the limits of the hydrostatic pressure test as a result of a faulty valve or the Contractor's failure to securely close any curb stop(s) shall be the sole responsibility of the Contractor.
 - 2. Fire hydrant barrels shall be tested. If a passing test has not been yielded after two (2) attempted pressure tests, the Contractor shall have the option to close the hydrant valves to eliminate the weep holes from the segment being tested (does not apply to the hydrant the pressure gauge is installed on). All hydrant lead/gate valves shall remain in the open position to test the hydrant/hydrant lead joint.
- C. System shall be tested to a hydrostatic pressure of one hundred fifty (150) pounds per square inch (psi) for two (2) hours.
- D. The Contractor shall provide all equipment and fittings necessary to conduct the test including any additional saddles and corporation stops that may be required. The pressure gauge dial shall register from 0 – 200 pounds per square inch gauge (psi) with one (1) psi increments and shall be a minimum of four- and one-half inches (4-1/2") in diameter. The gauge shall be installed at the lowest elevation of the system/segment being tested.
- E. A passing hydrostatic pressure test is required. The pressure test shall pass if no more than 2.00 psi drop is observed within the two (2) hour test period. If more than 2.00 psi drop is observed the test shall be repeated until a passing test occurs. If approved by the Engineer, after reoccurring failed test attempts, the Contractor may have the option to conduct a Leakage Test as described below. If the leakage does not exceed the maximum permissible leakage rate, the test shall be accepted as passing.
- F. Leakage Test: System shall be tested to a minimum hydrostatic pressure of one hundred fifty (150) pounds per square inch (psi) for two (2) hours minimum. Leakage rate shall not exceed 'L' as follows:

$$\text{PVC: } L = 0.00014 \times N \times D \times \sqrt{P}$$

OR

$$\text{DIP: } L = 0.00000751 \times S \times D \times \sqrt{P}$$

In which:

L = Maximum permissible leakage rate in gallons per hour

N = Number of joints

D = Nominal internal diameter of pipe, in inches

P = Average actual pressure, in psi, applied to line

S = Length of pipe tested, in feet

3.13 DISINFECTION

A. The Contractor shall follow the following disinfection procedure:

1. The system, including all mains, fittings, and service laterals, shall be disinfected by either the continuous feed method or the slug method as specified under AWWA C651. However, if the tablet or continuous feed methods are used, the completed watermain shall be disinfected for 24 hours with at least 50 ppm available chlorine, rather than 25 ppm, as specified in AWWA Standard C 651, with a residual of at least 10 ppm throughout the length of the main at the end of the 24-hour period.
2. The interior of short sections of pipe, where cut into existing pipe, shall be swabbed with a chlorine solution of not less than two hundred (200) parts per million (ppm) before the final closure piece of piping is installed.
3. Admission of disinfectant solution into or the flushing thereof through existing mains shall be held to the minimum, and then only after proper and adequate measures have been taken to effectively prevent any such solution from entering branch service connections to customers.
4. During disinfection, all valves shall be operated to ensure that all appurtenances are disinfected. Valves shall be manipulated in such a manner that the strong chlorine solution in the line being chlorinated will not flow back into the supply line. Check valves, if required, shall be used.
5. Existing mains that could have been contaminated during work requiring connections to the new water lines shall be flushed and disinfected in accordance with AWWA C651.
6. All chlorinated water discharged to drainage courses or storm sewers shall be neutralized by dilution or chemical treatment. The rate and manner of disposal and the chlorine residual of wasted water shall be acceptable to the Owner, Engineer, and the appropriate applicable regulatory agencies.

B. Final Flushing

1. Upon completion of chlorination, but before sampling and bacteriological testing, all heavily chlorinated water shall be removed from the water lines by flushing with potable water until the chlorine residual in the water lines is not higher than that generally prevailing in the remainder of the system.

C. Bacteriological Testing (to be completed following hydrostatic pressure testing)

1. Sampling and testing of water in the water lines shall be performed after final flushing in accordance with the most current AWWA Standard C651. Following disinfection and final flushing, and before the new main is connected to the distribution system, two consecutive sets of acceptable samples shall be taken from the new watermain. The

samples shall be taken either at least 16 hours apart; or at least 16 hours after final flushing and taken at least 15 minutes apart while the sample tap remains running between sample sets.

2. At least one set of samples shall be collected from every 1,200 feet of watermain, plus one set from the end of the line, and at least one set from each branch.
3. Written laboratory test results must be submitted to the Engineer prior to placing the water system back in service.

D. Final Connection and Flushing of Service Laterals

1. The Contractor shall provide a written notice, to all properties connected to the effected portion of watermain, that it may be necessary to flush their service line and internal plumbing when the watermain is placed back in service.
2. The notice should advise the property owners of possible discoloration, chlorine odor, and instructions for flushing their plumbing system. The contractor shall provide a phone number of a representative of the Contractor that may be contracted for questions or assistance.
3. The Contractor will not place any service line back in operation (or remove a temporary connection) without making verbal communication with the property owner. The intension is to ensure that owner is available at the property to verify proper operation of the internal plumbing after the service line is place back in operation. Most often this activity will need to take place after normal business hours.
4. The Contractor must notify the Engineer of any properties that they have been unable to make contact with. The Engineer will then determine the appropriate action with the Owner. Under no circumstances shall the Contractor place a service lateral back in service without verbal communication with property owner or explicit direction from the Engineer.

3.14 TRACE WIRE

- A. Trace wire is not required for any watermain installation.

END OF SECTION

PART 1 – GENERAL**1.01 SPECIFICATION INCLUDES**

- A. Shelter
- B. Toilet Building
- C. Kiosk
- D. Bicycle Rack
- E. Drinking Fountain
- F. Waste Receptacle
- G. Pet Waste Station
- H. Picnic Table
- I. Bench
- J. Bicycle Repair Station

1.02 SUBMITTALS

- A. Submittals shall include the names of manufacturers and suppliers.
- B. Contractor shall submit shop drawings of all Site Amenities.
- C. Submit certification of Build America Buy America (BABA) compliance.

1.03 UNIT PRICE

- A. Shelter: Each Shelter will be measured separately on a per-each-structure basis. Payment will be made at the Contract unit price per each complete Structure furnished and installed as provided in the Drawing details and the manufacturer recommendations.
- B. Toilet Building: Each Toilet Building will be measured separately on a per-each-structure basis. Payment will be made at the contract unit price per each complete toilet building furnished and installed as provided in the drawing details and manufacturer recommendations.
- C. Kiosk: Each Kiosk will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete kiosk furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- D. Bicycle Rack: Each Bicycle Rack will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete bicycle rack furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- E. Drinking Fountain: Each Drinking Fountain will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete drinking fountain furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- F. Waste Receptacle: Each Waste Receptacle will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete waste receptacle furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- G. Pet Waste Station: Each Pet Waste Station will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete pet waste station

furnished and installed as provided in the drawing details and the manufacturer's recommendations.

- H. Picnic Table: Each Picnic Table will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete picnic table furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- I. Bench: Each Bench will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete Bench furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- J. Bicycle Repair Station: Each Bicycle Repair Station will be measured separately on a per each basis. Payment will be made at the contract unit price per each complete bicycle repair station furnished and installed as provided in the drawing details and the manufacturer's recommendations.
- K. Incidental Items: Furnishing, foundation design, excavation, backfilling, foundations, hardware, fasteners, anchor bolts, material assembly, and installation.

PART 2 – PRODUCTS

2.01 SHELTER

- A. The shelter shall be manufactured by Poligon.
 - 1. Poligon representative:
Sue Ayers
Northland Recreation, LLC
Phone: 651-815-4097
Email: sue@northlandrec.com
 - 2. Procurement shall be through Sourcewell, a cooperative purchasing agency. Contractor shall be required to enter into a Purchasing Agent Agreement with the City of Detroit Lakes. See City of Detroit Lakes, MN, DMRA Legacy Grant, Purchasing Agent Agreement of this Proposal.
- C. Structure model: Square Shelter with Intersecting Gable Roofs
- D. Size:
 - 1. 24' square
 - 2. Min clear height: 7'-6"
- E. Metal roofing:
 - 3. 24 gauge
 - 4. Galvalume coated
 - 5. Kynar 500 paint
- F. Color: by Owner

2.02 TOILET BUILDING

- A. The toilet building shall be manufactured by Poligon.
 - 1. Poligon representative:
Sue Ayers
Northland Recreation, LLC
Phone: 651-815-4097
Email: sue@northlandrec.com

2. Procurement shall be through Sourcewell, a cooperative purchasing agency. Contractor shall be required to enter into a Purchasing Agent Agreement with the City of Detroit Lakes. See City of Detroit Lakes, MN, DMRA Legacy Grant, Purchasing Agent Agreement of this Proposal.
 - B. Structure model: PRV-D
 - C. Size:
 1. 10'-6" wide
 2. 6'-8" deep
 3. 8'-0" clear height
 - D. Metal roofing:
 4. 24 gauge
 5. Galvalume coated
 6. Kynar 500 paint
 - E. Color: by Owner
- 2.03 KIOSK
- A. The kiosk shall be manufactured by Poligon.
 1. Poligon representative:
Sue Ayers
Northland Recreation, LLC
Phone: 651-815-4097
Email: sue@northlandrec.com
 2. Procurement shall be through Sourcewell, a cooperative purchasing agency. Contractor shall be required to enter into a Purchasing Agent Agreement with the City of Detroit Lakes. See City of Detroit Lakes, MN, DMRA Legacy Grant, Purchasing Agent Agreement of this Proposal.
 - B. Model: KSK 1-8
 - C. Size:
 1. Min clear height: 7'-6"
 - D. Metal roofing:
 1. 24 gauge
 2. Galvalume coated
 3. Kynar 500 paint
 - E. Color: by Owner.
- 2.04 BICYCLE RACK
- A. The design shall be per detail in the drawings.
 - B. The bicycle rack shall be surface mounted with stainless steel hardware.
 - C. Bicycle rack shall be powder coated with color selected by Owner during shop drawing reviews.
- 2.05 DRINKING FOUNTAIN
- A. Drinking Fountain shall be manufactured by Elkay.
 - B. Model: Elkay Outdoor ezH2O Upper Bottle Filling Station Tri-Level (LK4430BF1U)
 - C. Color: Green

2.06 WASTE RECEPTACLE

- A. Shall be Executive Series Flare Top Trash Receptacle with Door and Bonnet Lid supplied by The Park Catalog.
 - 1. www.theparkcatalog.com/executive-series-flare-top-trash-receptacle-with-door-and-bonnet-lid-powder-coated-black-1
- B. Color: Black

2.07 PET WASTE STATION

- A. Shall be Mini Dog Waste Station supplied by Zero Waste.
- B. Website: www.zerowasteusa.com

2.08 PICNIC TABLE

- A. Picnic tables shall be by TreeTop Products.
- B. Model: Comfort Series Rectangular
- C. Size: 6'
- D. Color: Black

2.09 BENCH

- F. The bench shall be fitted with a roof and shall be manufactured by Poligon.
 - 1. Poligon representative:
 - Sue Ayers
 - Northland Recreation, LLC
 - Phone: 651-815-4097
 - Email: sue@northlandrec.com
 - 2. Procurement shall be through Sourcewell, a cooperative purchasing agency. Contractor shall be required to enter into a Purchasing Agent Agreement with the City of Detroit Lakes. See City of Detroit Lakes, MN, DMRA Legacy Grant, Purchasing Agent Agreement of this Proposal
- A. Bench model: SSG 8x9
- B. Roof size:
 - 1. 9'-0" wide
 - 2. 8'-0" deep
 - 3. Min clear height: 7'-6"
- C. Metal roofing:
 - 1. 24 gauge
 - 2. Galvalume coated
 - 3. Kynar 500 paint
- D. Color: by Owner

2.10 BICYCLE REPAIR STATION

- A. Shall be Deluxe Public Work Stand supplied by The Park Catalog.
- B. Website: www.theparkcatalog.com/deluxe-public-work-stand

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

- C. Contractor shall take measures to avoid damage during delivery and storage of the materials is accordance with the manufacturer's recommendations. Any damaged materials shall be replaced at the Contractor's expense.
- D. Contractor shall locate existing underground utilities and facilities prior to excavation.

3.02 INSTALLATION

- A. All site amenities shall be installed in accordance with the manufacturer's recommendation.
- B. Additionally, all site amenities shall be installed in accordance with Minnesota Building Code requirements, as applicable.

3.03 PROTECTION

- C. The contractor shall provide temporary supports and protect site amenities as necessary until they are fully assembled and constructed per the manufacturer's recommendation.
- D. Any damage to site amenities during the assembly and installation process shall be covered by the Contractor.

END OF SECTION

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DIVISION S

S-1 CONTRACT DOCUMENTS

The provisions of the 2020 edition of the MnDOT Standard Specifications for Construction shall apply except as amended by Division S herein, and Division 00 through Division 16 of the project Specifications. In the event of contradictions between Divisions 00 through 16 of the Specifications, and the 2020 edition of the MnDOT Standard Specifications for Construction, precedence shall be given to the Divisions 00 through 16 of the Specifications.

S-2 CONTACT INFORMATION

SP2020-1

Direct questions about this Project, including pre-bid questions, to Jon Olson at 218-234-8680 and Jon.Olson@ApexEngGroup.com.

S-3 EQUAL PAY

SP2020-5

The Department cannot execute a Contract in excess of \$500,000 with a business that has 40 or more employees on a single day during the prior 12 months in this State or a State where the business has its primary place of business, unless the business has an equal pay certificate or has certified in the Electronic Bid File that the business is exempt. Bidders may find more information on the Equal Pay Certificate Requirement at Minnesota Statutes Section 363A.44 or at this website:

<http://mn.gov/mdhr/certificates/apply-renew/equal-pay-certificate>

S-4 EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

NEW WRITE-UP 08/08/22

The Equal Employment Opportunity (EEO) Special Provisions contain the EEO rules and regulations for federal and/or state funded highway construction Projects in Minnesota.

The source of funding determines which EEO regulations and workforce participation goals apply to a specific Project:

- If the Project contains any federal funding, and has a total dollar value exceeding \$10,000, federal EEO regulations and workforce participation goals apply. The Minnesota Department of Transportation's Office of Civil Rights (MnDOT's Office of Civil Rights) monitors and reviews these Projects on behalf of the Federal Highway Administration (FHWA), under federal law (23 U.S.C. § 140) and its accompanying rules (23 C.F.R. § 230). The FHWA allows MnDOT's Office of Civil Rights to apply the state's workforce participation goals to federally funded construction Contracts.
- If the Project contains any state funding, and has a total dollar value exceeding \$100,000, state EEO regulations and workforce participation goals apply. MnDOT's Office of Civil Rights monitors and reviews these Projects in conjunction with the Minnesota Department of Human Rights under state law (Minn. Stat. § 363A.36) and its accompanying rules (Minn. R. 5000.3520 - .3530).
- If the Project contains any state and federal funding, and meets the total dollar value thresholds outlined above, both federal and state EEO regulations, and workforce participation goals apply. MnDOT's Office of Civil Rights monitors and reviews these Projects via a single review and monitoring process that meets federal and state requirements.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**23 U.S.C. § 140, 23 C.F.R. § 230, 41 C.F.R. § 60, Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530**

A. The Contractor's attention is directed to the following:

1. Required Contract Provisions: Federal-Aid Construction Contracts Attachment (FHWA 1273) can be found here: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624648
2. Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules Attachment: Minnesota Affirmative Action Requirements (Pages 1-2); Violence-Free and Respectful Workplace (Pages 3-7); Specific Federal Equal Employment Opportunity Responsibilities (Pages 8-11); Standard Federal and State Equal Employment Construction Contract Specifications (Pages 12-15); Equal Opportunity Clause (Pages 16-17) can be found here: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624471

B. The Contractor's compliance with 41 C.F.R. § 60-4, and Minn. Stat. § 363A.36 and its accompanying rules shall be based on the following: implementation of the Equal Opportunity Clause (Pages 16-17); adherence to the specific affirmative action obligations of the state and federal authorities outlined in these EEO Special Provisions and the Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules Attachment; and good faith efforts to meet the applicable workforce participation goals detailed below.

C. Highway construction Contracts in excess of \$100,000 in state funds and/or \$10,000 in federal funds are subject to the workforce participation goals for minorities and women established by the Commissioner of the Minnesota Department of Human Rights (MDHR) under Minn. R. 5000.3520. The FHWA allows MnDOT's Office of Civil Rights to apply the state's workforce participation goals to federally funded construction Contracts. The Contractor's attention is directed to the following:

1. Workforce participation goals are percentages of total labor hours that minorities and women should perform in each trade on the Project. Compliance is measured against the total labor hours performed. The Contractor must ensure that labor hours for minorities and women remain substantially uniform in each trade for the duration of the Project.
2. Workforce participation goals are applied on a county-by-county basis.
3. For Projects spanning more than one county, the workforce participation goals of the assigned county apply. For statewide Projects, the highest workforce participation goals of any county located within the covered work area apply.
4. If the applicable workforce participation goals will not be met, the Contractor and any Subcontractor with estimated labor hours on the Project (except independent trucking operators) must demonstrate that specific and significant actions to recruit, hire, and retain minorities and women are being taken. The Contractor is responsible for ensuring Subcontractors are making these requisite good faith efforts.

D. The transfer of minorities and/or women, including employees and trainees, from different Projects or among Contractors for the sole purpose of meeting the workforce participation goals violates 41 C.F.R. § 60-4, and Minn. Stat. § 363A.36 and its accompanying rules. Such action is a breach of Contract.

E. The Contractor is directed to the following written notification requirements concerning Subcontracts:

1. If the Project is federally funded: The Office of Federal Contract Compliance Programs must receive written notification of any construction Subcontract over \$10,000 executed at any tier within ten (10) working days of the Contract award.
2. If the Project is state funded: The Office of Equity and Inclusion for Minnesota Businesses, a division of MDHR, must receive written notification of any construction Subcontracts over \$100,000 executed at any tier within ten (10) working days of the Contract award.

The written notification must provide the following information: Name, address, telephone number, and employee identification number of the Subcontractor; estimated amount of the Subcontract; Project location; and estimated start and end dates.

NOTICE TO CONTRACTOR AND SUBCONTRACTORS: REPORTING REQUIREMENTS

23 U.S.C. § 140, 23 C.F.R. § 230, Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530

Workforce participation goals are applied on a county-by-county basis. For Projects spanning more than one county, the workforce participation goals of the assigned county apply. For statewide Projects, the highest workforce participation goals of any county located within the covered work area apply.

The workforce participation goals for this Project are:

Minority: 12%

Women: 9%

PRE-AWARD

- A. The Contractor must complete and submit a Workforce Plan if the low bid amount is \$5,000,000 or more.
- B. The Workforce Plan includes the following documents:
 1. Project Information Form: To be completed by the Contractor;
 2. Contractor Workforce Commitment Form: To be completed by the Contractor and any Subcontractors with estimated labor hours on the Project;
 3. Workforce Hours – Project Overview Form: To be completed by the Contractor; and
 4. Total Company Workforce Report: To be completed by the Contractor and any Subcontractors upon request.
 - a. The Total Company Workforce Report can be found here:
mndot.gov/civilrights/forms.html.

The Contractor must select the regional Workforce Plan template that corresponds with Project location. The Workforce Plan templates can be found here: mndot.gov/civilrights/bid-results.html.

- C. Approval of the Workforce Plan by MnDOT's Office of Civil Rights (OCR) is a condition of Contract award.
- D. Approval is contingent upon the following:

1. Completion and submission of the Workforce Plan within five (5) business days of the bid opening. The five-day (5) period begins the first full business day after the bid opening date;
 2. Completion and submission of all responses to specific Workforce Plan inquiries made by MnDOT's Office of Civil Rights of the Contractor or any of its Subcontractors with estimated labor hours on the Project; and
 3. Ability of the Contractor or any of its Subcontractors with estimated labor hours on the Project to demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.
- E. Failure to complete and submit the Workforce Plan will result in the bid being rejected for failure to meet a condition precedent.
- F. The execution of a collective bargaining agreement granting a union exclusive referral rights does not preclude compliance with the requirements of this section. As such, the inability of a union to provide candidates for employment relieves neither the Contractor nor any of its Subcontractors with estimated labor hours on the Project of the requirement to demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.

POST-AWARD

- A. The Contractor is directed to the following requirements concerning payroll submission:
1. The Contractor and its Subcontractors must complete and submit payroll weekly via the Civil Rights Labor Management System (CRL). Workforce participation goals are percentages of total labor hours captured through Contractor payroll submission.
 2. All Contractors working on federal-aid highway construction Contracts of at least \$10,000 during the last week of July must report their workforce by job category, gender, and ethnicity. MnDOT's Office of Civil Rights compiles this data into a single report for the FHWA. Information on how to submit the required data can be found here: mndot.gov/civilrights/federal-aid-highway-construction-contractors-annual-eeo-report.html.

Failure to meet these post-award reporting requirements may result in the imposition of Contract sanctions, including withholding of progress payments.

B. MnDOT's Office of Civil Rights determines whether Contractors on highway construction Projects are meeting state and federal laws, rules, and regulations relating to EEO by conducting annual compliance reviews. Accordingly, it reserves the right to audit the Contractor or any of its Subcontractors.

C. Information concerning specific reporting requirements for On-the-Job Training and Tribal Employment is accessible via reference to the Index for Division S.

FINAL CLEARANCE

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, "Completion of the Work, note (7), the Contractor must notify the Engineer and MnDOT Office of Civil Rights when work is complete. MnDOT's Office of Civil Rights will issue a Final Clearance letter under MnDOT Standard Specifications for Construction, Section 1516.3, "Completion of the Work, note (7).

S-5 SPECIAL PROVISIONS RELATING TO TRIBAL EMPLOYMENT**REVISED 06/30/22**

The Department promotes and encourages Indian employment on transportation Projects on or near reservations, consistent with 23 USC §140 (d).

S-5.1 This Project is on or near a reservation. The Contractor must work with the tribal government to use Indian labor in performing Contract Work. The Contractor must contact the Tribal employment rights officer, Liz Anderson, from the White Earth Band, at 218-935-3699 and liz.andersen@whiteearth-nsn.gov to identify Indian employment opportunities.

S-5.2 If the Contractor or Subcontractor is not in compliance with these Special Provisions, the Department will address the noncompliance with the Contractor or Subcontractor and the Tribal employment rights officer. The Contractor must meet with the Tribal employment rights officer to discuss Indian employment issues if requested by the tribe.

The Contractor must submit the Indian Employment Tracking Form, <http://www.dot.state.mn.us/civilrights/indian-employment.html>, to the Department's Office of Civil Rights no later than 90 Calendar Days after receipt of the semi-final estimate as defined in MnDOT 1908.2 and as per 1516.3(7)

Completion of Work. If the Contractor fails to submit the form, the Engineer may assess a Monetary Deduction, in accordance with the Contract. The form must list all Indians who were hired for the Project, by the Contractor or a Subcontractor, after being referred by one of the federally-recognized tribal TERO offices in Minnesota.

S-5.3 If the Contractor is considering suspending or terminating an employee referred by the Tribal employment rights officer, the Contractor must notify the Tribal employment rights officer to seek assistance in resolving the problem prior to releasing the employee. Nothing in these Special Provisions is intended to interfere with the Contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform because of State or Federal law, or breach of the Contractor's safety standards or other standards of conduct.

S-5.4 Indian employment requirements supplement, but do not replace, other equal opportunity requirements

S-6 RESPONSIBLE CONTRACTOR

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 SUBMITTED WITH THE BID PROPOSAL.

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

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

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

S-7 PROTECTION OF FISH AND WILDLIFE RESOURCES

REVISED 06/28/24

S-7.1 Compliance with Environmental Documentation

The Project is located in an area with protected fish & wildlife resources and/or threatened & endangered species. The Contractor must protect these resources in accordance with State and Federal regulations and must implement all applicable avoidance and minimization measures (AMMs).

The Environmental Document for this Project is available. Contact the Project Engineer.

A BAT PROTECTION

The Project is located in an area inhabited by one or more protected bat species. The Contractor must ensure all operators, employees, and Contractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat. The Contractor must notify Project Subcontractors during the preconstruction meeting.

Contractor must direct temporary lighting, if used, away from wooded areas during the bat active season (April 1 to November 14, inclusive).

Contractor must immediately report (within 24 hours) all bat sightings, live or dead, to the Department's wildlife ecologist, <https://www.dot.state.mn.us/environment/wildlife.html>.

A.1 Tree Clearing Requirements

Restrict all activities to avoid tree clearing. No tree clearing allowed.

A.2 Lighting Requirements

New or replacement permanent lighting must have an "uplight" rating of 0 and a "backlight" and "glare" rating as low as practicable. Replacement lighting must not exceed the intensity of the in-place lighting.

B BALD EAGLE PROTECTION

Bald Eagles are protected by the Bald and Golden Eagle Protection Act. No Bald Eagle nests are known within the project limits. However, if a Bald Eagle nest is discovered during Project activities, Contractor must stop Work and immediately report Bald Eagle nests to the Department's wildlife ecologist, <https://www.dot.state.mn.us/environment/wildlife.html>. Contractor must not Work within 300 feet of a Bald Eagle nest at any time. This includes foot traffic, vehicle parking, and/or equipment or material staging.

C MIGRATORY BIRD PROTECTION

Contractor must cover soil stockpiles when any surface of a stockpile is not in use for 48 hours or longer, Contractor must prevent bird nesting by either covering that surface with fabric or tarps or by grading that surface to a slope no steeper than 65 degrees.

S-8 (1102) ABBREVIATIONS AND MEASUREMENT UNITS

RESTORED AND REVISED 06/30/23

SP2020-13.1

S-8.1 Add the following to Table 1102.1-1 in MnDOT 1102:

Acronym or Short Form	Full Name or Meaning
NPT	American National Standard Taper Pipe Thread
RMC	Rigid Metal Conduit
SMC	Schedule of Materials Control

S-8.2 Delete the following from Table 1102.1-1 in MnDOT 1102:

Acronym or Short Form	Full Name or Meaning
RSC	Rigid Steel Conduit

S-9 (1103) DEFINITIONS**RESTORED AND REVISED 06/30/23 – MODIFIED**SP2020-14

- S-9.1 Delete and replace the definition for “Unit Day” in MnDOT 1103 with the following:

Unit Day

12:00 a.m. to 11:59 p.m. (0000-2359) or any portion thereof.

- S-9.2 Delete and replace the definition for “Working Day” in MnDOT 1103 with the following:

Working Day

Any Calendar Day, exclusive of Saturday, Sundays, and Holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing critical Work.

- S-9.3 Add the following to MnDOT 1103:

Professional Land Surveyor

A person currently licensed by the State of Minnesota to practice land surveying. The Contract may require that the Contractor provide a Professional Land Surveyor to perform or supervise certain activities and/or responsibilities related to the Contract.

- S-9.4 Add the following to MnDOT 1103:

Department

The terms Department or Owner are used interchangeably and the definition includes the City of Detroit

Lakes.

S-10 (1203) ACCESS TO PROPOSAL PACKAGE

- S-10.1 MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-11 (1206) PREPARATION AND DELIVERY OF PROPOSAL

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

- S-11.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications. Proposals will be accepted electronically via QuestCDN per the Advertisement for Bids.

- A.1 Bid Worksheet – The term used by QuestCDN to refer to the Schedule of Prices. This shall be used interchangeably with the Schedule of Prices throughout the Proposal.

- S - 1 1 . 2 When submitting a Proposal, the Bidder shall submit the Proposal and the Proposal Guaranty electronically as detailed in the Advertisement for Bids.

The Bidder must electronically submit the following with the electronically submitted Proposal:

- (1) Proposal title sheet;
- (2) Bid Bond;
- (3) The completed Bid Worksheet (Schedule of Prices) on QuestCDN;
- (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) Attachment A - Responsible Contractor Certification.

- S-11.3 A Bid may be withdrawn in the same manner that a Bid must be submitted prior to the date and time for the opening of Bids.
- S-11.4 Bids will not be accepted after the posted bid opening date and time.
- S-11.5 MnDOT 1206.2 shall be deleted.

S-12 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

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

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the 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.

S-13 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are modified with the following:

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

1212 OPENING OF PROPOSALS

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

S-14 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

The provisions of 1404, 1707, and 2563 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.	Public Works Department	218-847-4637
2.	Police Department	218-847-4222
3.	Fire Department	218-844-7665
4.	City Clerk	218-846-7128

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.

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.

Method of Measurement and Basis of 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).

S-14.1 BASIS OF PAYMENT

Partial payments for lump sum Item 2563.601 (Traffic Control) will be made as follows:

Table SP2563-2
Traffic Control Partial Payments

Percent of Original Contract Completed	Pay this Percentage of Traffic Control
5	50
10	75
50	95
All Work Completed And All Traffic Control Removed	100

(1601) SOURCE OF SUPPLY AND QUALITY

REVISED 06/13/24

SP2020-29

Add the following to MnDOT 1601:

The provisions of the Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952, the Buy America law, 23 U.S.C. § 313, 2 CFR Part 184 and 23 CFR § 635.410 require the Contractor to furnish iron and steel materials (including miscellaneous items such as fasteners, nuts, bolts, and washers) and construction materials which will be permanently incorporated on projects funded at least partly with federal funds to be produced in the United States.

1. Iron and Steel. In the case of iron and steel materials, produced in the United States means that all manufactured processes from the initial melting stage through the application of coatings, occur 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 coatings.

Prior to performing Work, the Contractor shall submit to the Engineer a certification stating that all iron and steel materials supplied are produced in the United States.

Raw materials such as iron ore, pig iron, processed, pelletized, and reduced iron ore, waste products (including scrap, iron or steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, and steel trimmings from mills or product manufacturing) and other raw materials used in the production of iron or steel products may be imported from outside of the United States. Extracting, handling, or crushing the raw materials which are inherent to the transporting of these Materials for later use in the manufacturing process are exempt from the BABA Act.

A de minimis amount of non-compliant iron and steel material may be incorporated in the permanent work on a federal-aid contract provided that the cost of such materials or products does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2500, whichever is greater. The cost of the non-compliant iron or steel material is defined as its monetary value delivered to the job site and documented by invoices or bill of sale to the Contractor.

2. Construction Materials. BABA Act applies to the following construction materials. Each construction material is followed by a standard for the material to be considered produced in the United States.

Construction materials include any article, material, or supply that is or consists primarily of:

- a) Non-ferrous metals, all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States;
- b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States;
- c) Glass (including optic glass), all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States;
- d) Fiber optic cable (including drop cable), all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others;
- e) Optical fiber, all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States;
- f) Lumber, All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States;
- g) Engineered Wood, all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States; or
- h) Drywall, all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

The BABA Act does not apply to: cement, cementitious materials, aggregates such as stone, sand, or gravel, aggregate binding agents or additives, or asphalt.

With the exception of minor additions of articles, materials, supplies, or binding agents to a construction material, if any of the listed construction materials is combined through a manufacturing process with a second listed material or with a non-listed item, then BABA Act does not apply to those items unless the construction material is combined with iron or steel. If the construction material is combined with iron or steel, the iron and steel material provisions apply.

A de minimis amount of non-compliant construction materials may be incorporated in the permanent work provided that the total value of the non-compliant products does not exceed five percent (5%) of the applicable project costs up to a maximum of \$1,000,000. The applicable project costs are defined as the cost of materials in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver; for example, manufactured products.

The process of receiving a waiver is provided in the BABA Act and any federal regulation adopted in accordance with this law. The Contractor shall not anticipate that any of these provisions will be waived.

The Contractor is required to submit a Certificate of Compliance prior to incorporating any Materials into the Project containing iron or steel, or construction materials. This shall be accomplished by the Contractor submitting the appropriate Certificate of Compliance to the Department when the Materials are delivered to the project site. The Certifications of Compliance for iron and steel will certify the Materials are considered produced in the United States. The Certifications of Compliance for construction materials will certify that the final two manufacturing processes for the construction materials occurred in the United States. The certificate must be signed and dated by the Prime Contractor's authorized representative, include a BABA Act submittal number, and a statement: The Materials herein referenced are produced in the United States and comply with the requirements of 23 CFR § 635.410, 2 CFR Part 184, Public Law No.117-58 §§ 70901-70952, and 23 U.S.C. § 313.

Supporting documentation to demonstrate compliance with BABA Act provisions (such as mill test reports, manufacturer/supplier certifications, etc.) shall be organized and maintained by the Contractor from the date of delivery until six years after 1516.4, "Final Contract Acceptance".

The Department may review the Contractor's supporting documentation to verify compliance with the BABA Act provisions at any time upon request. The burden of proof to meet the BABA Act provisions rest with the Contractor. If the supporting documentation does not demonstrate to the Department that the iron or steel and construction materials identified in the Certificates of Compliance were produced in the United States, then the iron, steel, or construction materials will be considered unauthorized Work and must be removed and replaced according to 1512.2, "Unauthorized Work".

S-15 (1701) LAWS TO BE OBSERVED – (CARGO PREFERENCE ACT, USE OF UNITED STATES - FLAGGED VESSELS)

REVISED 07/23/21

The provisions of 1701 are supplemented with the following:

The Contractor must comply with requirements of the Cargo Preference Act (46 USC §55305) and its implementing regulations (46 CFR §381).

The requirements of 46 CFR § 381.7 (a) and (b) are incorporated into this Contract by reference. The Contractor must include or incorporate this provision in all subcontracts.

S-16 (1701) Laws to be Observed**S-16.1 1701.7 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 and section 270C.66 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 a 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 of Revenue](#) website (www.revenue.state.mn.us).

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. The 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 on the [Department of Revenue](#) website (www.revenue.state.mn.us).

S-17 Laws to be Observed**S-17.1 Use of Equipment from Certain Telecommunications Supplier Prohibited**

By signing this Contract, Contractor certifies that consistent with section 889 of the John McCain National Defense Authorization Act for fiscal year 2019, Public Law 115-233 (Aug. 13, 2018) the Contractor may not use funding covered by this Contract to procure or obtain, or extend, renew, or enter into any Contract to procure or obtain, any Equipment, system, or service that uses "covered telecommunications Equipment or services" (as that term is defined in section 889 of the Act) as a substantial or essential component of any system, or as critical technology as part of any system. The contractor must include this certification as a flow-down clause in any subcontract related to this Contract.

S-18 (1705) FEDERAL-AID PROVISIONS (FORM 1273)**NEW WRITE-UP 08/08/22****S-18.1 Add the following to MnDOT 1705:**

Federal Form 1273. Pursuant to 23 CFR Section 633.102, the required contract provisions contained in FHWA Form 1273 apply to all work performed under this contract by the Contractor's own organization or by a subcontractor at any tier. The Contractor must insert FHWA Form 1273 in each subcontract. The Contractor must also require each subcontractor to include FHWA Form 1273 in its lower-tier subcontracts. FHWA Form 1273 must not be "incorporated by reference" in any tier of subcontract. The Contractor is responsible for compliance with this requirement in any subcontract or lower tier subcontract. The form, entitled *Required Contract Provisions Federal Aid Construction Contracts*, is attached.

S-19 (1706) EMPLOYEE HEALTH AND WELFARE

RESTORED 06/30/23

SP2020-42

S-19.1 Add the following to MnDOT 1706:

A. The Contractor must not use motor vehicle Equipment that has an obstructed rear view unless either of the following is ensured:

- (1) The vehicle has a reverse alarm that is audible above the surrounding noise level
- (2) An observer signals to the operator that it is safe to reverse

B. The Department may assess a Monetary Deduction of \$500 per incident for a violation of safety standards that could result in death or serious injury.

C. The areas of special concern include excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection, confined space safety, blasting operations, and personal safety devices.

D. The Contractor cannot avoid complying with safety standards by paying the deduction.

S-20 (1707) PUBLIC CONVENIENCE AND SAFETY

RESTORED 06/30/23

SP2020-43

S-20.1 Add the following to MnDOT 1707:

A The Contractor shall ensure that employees and Subcontractors do not display items such as, but not limited to, flags, banners, and symbols on the Project Site, that may disrupt the proper prosecution of the Work, impede public safety, or create a distraction for the traveling public.

S-21 (1717) AIR, LAND, AND WATER POLLUTION

NEW 06/28/24

S-21.1 Add the following to MnDOT 1717.2:

The Contractor shall not use recycled concrete aggregate (RCA) in temporary work such as causeways, staging areas, or stockpiles that will be in contact with surface water or groundwater. The Contractor shall:

- 1) Manage stormwater runoff from temporary work such as laydown areas, staging areas, and stockpiles that contain RCA. Prevent any discharge outside of construction limits or into surface water of water that is turbid or has a pH of greater than 8.5 or less than 6.0.

- 2) Monitor runoff from temporary work containing RCA during every stormwater inspection. Check for pH and turbidity. Monitor more frequently if needed to maintain acceptable clarity and pH.
- 3) Provide a Site Management Plan showing how they will manage stormwater runoff, monitor the pH and clarity of runoff, and isolate crushed concrete from surface water and groundwater as described above.

S-22 (1804) PROSECUTION OF WORK (ADA)

REVISED 01/21/22 – MODIFIED

SP2020-52

S-22.1 Add the following to MnDOT 1804:

1804.3 ADA REQUIREMENTS

Pedestrian facilities on this Project must be constructed according to Public Right of Way Accessibility Guidelines (PROWAG) <http://www.dot.state.mn.us/ada/pdf/PROWAG.pdf>. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet PROWAG and MnDOT ADA Standards (<http://www.dot.state.mn.us/ada/pdf/MnDOT-ada-standards.pdf>) as the need arises and field conditions dictate.

A Designate a certified person to assess proposed sidewalk layouts at each site at the preconstruction meeting. Certification is obtained by passing MnDOT's ADA Construction Certification Course, within the past 3 years. For class dates and locations please refer to the following link at: <http://www.dot.state.mn.us/ada/training.html>.

A minimum of one person per project must possess a valid ADA Construction Certification card anytime ADA work is being performed on the project. If work on electrical components is the only ADA work taking place on the project the electrician must have in their possession a current MnDOT Signals and Lighting Certification.

ADA work includes: assessment of proposed sidewalk layouts at each site before work begins, determining and marking removal limits for work pertaining to pedestrian facilities, ADA related removals and grading, forming and finishing of concrete at pedestrian facilities, paving pedestrian crossings, placing bituminous pedestrian facilities, final grading, and pavement markings. Any ADA work not listed above can be added at the discretion of the Engineer. An ADA Certified person is not required on site if the only work being performed concerns electrical components such as traffic signals and Accessible Pedestrian Signal (APS) push button installations.

B Pedestrian facilities must be constructed to meet the following criteria:

(1) Pedestrian Access Routes (PAR) must be constructed to meet the following:

- (a) Minimum 4 feet width.
- (b) A maximum cross slope of 2.0%.
- (c) Vertical discontinuities must be less than 1/4 inches.
- (d) Must provide positive drainage without allowing any ponding and maintain existing drainage flow patterns unless indicated otherwise in the Plan.
- (e) All grade breaks shall be constructed perpendicular to the path of travel.

- (f) Maximum 5% running slope unless adjacent roadway profile exceeds 5%.
- (2) Landings are part of the PAR and must be constructed to meet the following:
 - (a) 4 feet by 4 feet minimum width and shall match full width of incoming PAR.
 - (b) Maximum slope of 2.0% in all directions.
 - (c) Required at all locations where the PAR changes directions or inverse running slopes are greater than 2.0%.
 - (d) Must be connected to the PAR.
 - (e) Shall be constructed as a single plane surface having no grade breaks.
- (3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:
 - (a) Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
 - (b) Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

C The Contractor and the Engineer shall work together to construct all pedestrian facilities set forth in the plans and in 1804.3B above.

Before any ADA construction begins the Project Engineer will schedule and facilitate an onsite pre-activity meeting that shall consist of a project walk through with the Prime Contractor and the Concrete Flatwork Contractor's MNDOT ADA Construction Certified person. This pre-activity meeting should discuss and document potential issues, any known plan changes, potential discrepancies, and any modifications to the construction plan. The project team should discuss the ADA construction schedule and incorporate into the requirements of MnDOT 1803 (Progress Schedules) including the 2-week look ahead meetings for ADA activities. The discussion should include the sequence of removals and grading, utility placement and relocations, concrete curb and gutter, curb ramp, sidewalk, driveway placements, signals and lighting, temporary pedestrian access including both commercial and residential access, Temporary Pedestrian Access Routes/Alternate Pedestrian Access Routes, and traffic control staging. The Contractor should discuss what equipment, formwork, and materials are to be utilized on the project and how the pedestrian facilities will be constructed.

Notify the Engineer if the plan or site conditions do not allow PROWAAG and MnDOT ADA standards to be met, the Contractor shall consult with the Engineer to determine a resolution. The Engineer shall respond to the Contractor, in a timely manner (up to 24 hours), with a solution on how to proceed. The Contractor shall mitigate any potential delays by progressing other available work on the project.

Pedestrian facilities constructed that are not in accordance with the Plan, do not meet requirements in 1804.3B above, or do not follow the agreed upon resolution with the Engineer, will be corrected by the Contractor at no expense to the Department.

The following Hold Points will be utilized in the construction of pedestrian facilities:

- (1) Removal Limits

The Contractor and the Engineer shall use the appropriate ramp, sidewalk, and driveway details in the Plan, and calculate the removal limits for the sidewalk and curb and gutter. If it is determined that the removal limits will exceed the plan removal limits by more than 10 feet and the plan removal limits are not adequate to meet PROWAG and MnDOT ADA Standards the Contractor shall consult with the Engineer to determine a solution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may finish the removals.

(2) Curb and Gutter at Quadrants

Prior to pouring the curb and gutter at curb ramps the Contractor and the Engineer must verify:

- (a) that the curb and gutter will work with any vertical constraints (doorways, steps, bus stops, outwalks and landing areas).
- (b) zero height curb, and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on Standard Plan 5-297.250 (Sheet 4 of 6).
- (c) verify curb tapers are constructed at correct heights so that positive boulevard slopes and drainage is maintained away from landings and sidewalks, to the newly constructed curb and gutter sections.
- (d) gutter flow lines shall provide positive drainage, maintain existing drainage patterns including existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flow line and have no vertical discontinuities over 1/4 inch. For required flow line corrections including curb line raises and curb ramp cross slope "tabling", see Standard Plan 5-297.250 (Sheet 6 of 6). Curb shall be poured at 3 percent inflow around the radius or at a minimum distance of 10 feet from any zero height curb section when machine placed. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) Curb and Gutter at Roadway Sections

Prior to pouring curb and gutter at roadway sections the Contractor must verify:

- (a) proposed curb and gutter heights will work with existing roadway and shoulder slopes.
- (b) The Contractor shall verify prior to placing the pedestrian facilities that positive drainage is maintained. within public Right of Way (RW), as well as maintaining existing off RW drainage. The Contractor shall check to ensure all top back of curb elevations will allow for adequate boulevard slopes, PAR slopes, and widths as shown on Standard Plan 5-297.254 (Sheet 4 of 4) while maintaining vertically constrained match points (doorways, steps, bus stops, outwalks and landing areas).
- (c) The Contractor shall check all driveway locations and widths and conform to construction plans, Sidewalk & Driveway Standard Plan 5-297.254 and

Driveway Table for all driveway details including curb heights and curb tapers. Driveway curb sections and aprons shall be constructed to minimize changes in the sidewalk width, alignment, and profile. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

- (d) When curb ramps are adjacent to bituminous roadways the concrete curb and gutter and curb ramps including concrete flares shall be tied. Drill and grout of tie bars will be required as per MNDOT 2321 and in accordance with the details shown in Standard Plan 5-297.250 (Sheet 6 of 6).

(4) Grading, Forming and Finishing

Foundation Preparation work shall consist of constructing all necessary Subgrade Preparation, Aggregate Base, and Grading as indicated in MNDOT 2106, 2112, 2211, MNDOT Standard Plans 5-297.250 (Sheet 6 of 6), and project plans. The testing for pedestrian facilities grading shall be in accordance with the Schedule of Materials Control.

After the curb and gutter has been correctly poured, and the Contractor has set the sidewalk forms, the Contractor shall verify prior to placing the curb ramps and sidewalks that positive drainage is maintained within public RW, as well as maintaining existing off RW drainage, and that all the requirements in 1804.3B above will be achieved.

(a) Ramps

In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plan shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg, landing, and sidewalk slopes should be the following:

Steep (S) = 7%

Flat (F) = 4%

Landing = 1%

Sidewalk Cross Slope = 1.5%

If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed with the curb ramp and sidewalk pour.

(b) Landings

An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (greater than 2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate

landing pour. The Contractor shall verify initial landing alignments and elevations to ensure ramp slopes are correct prior to placing curb and gutter. At a minimum this must include string line verification or the setting of landing forms

(c) Driveways

Driveways with concrete aprons matching into concrete sidewalks shall form and place the apron independent of the concrete sidewalk placement. The Contractor shall consult with the Engineer if separate concrete placements for specific driveway locations must be placed monolithic to maintain project schedule or maintain usage of commercial driveways.

All subgrade preparation and grading for the driveways, including placement of select grading materials and aggregate base, shall be completed prior to constructing any concrete driveway flatwork including both concrete walk sections and concrete apron sections.

All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

D It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to lay out all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, removal limits, driveway tie in limits, and ramp limits. It is important that the Contractor lay out this work properly to achieve the construction of a compliant pedestrian facility. The Department's surveyor will only stake points and elevations provided in the Plan. For custom designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provision, the Contractor shall follow the process listed in 1804.3C above. This layout work shall be incidental.

E The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor's operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

F The Contractor shall sawcut all concrete curb ramp, sidewalk, and driveway contraction joints.

The Contractor shall snap chalk lines for contraction joint layouts and discuss with the Engineer the locations of all saw cutting and any modifications to Standard Plans.

The Contractor and Engineer shall coordinate and agree on all expansion joint layouts before any concrete placements.

The Contractor shall saw cut curb and gutter contraction joints within the PAR including contraction joints at zero-inch height curb locations.

All saw cutting shall be incidental.

G The Contractor saw cut all joints with blade width not to exceed 1/8-inch. This requirement includes all curb and gutter joints at zero inch height curb sections at curb ramps. Saw shall extend to at least 30 percent of walk thickness. This work shall be incidental.

The top grade break of walkable flares needs a visual joint to indicate a change in grade. To eliminate the use of excessive contraction joints in the quadrant the visual joint shall meet MnDOT 2521.3D.2, except the depth requirement is reduced to 1/4 inch.

All saw cutting, tooling, expansion joint material, reinforcement bar (rebar), tie bars (dowels), and separation joint material shall be incidental to payment of curb and gutter, sidewalks, driveways, curb ramps, and landings.

The Contractor shall use an approved ¼ inch Separation Material Type F at back of curb in sections where there is concrete boulevard or driveways as per Standard Plans 5-297.254 (Sheet 3 of 4). Separation material shall match the full height dimension of adjacent concrete.

The Contractor shall use an approved 1/2 inch expansion material meeting MNDOT Specification 3702 type A- E between the outside edge of sidewalk and existing building or structures. No expansion or separation material shall not be placed in the longitudinal joint between the sidewalk and boulevard joint, unless it is necessary to provide expansion at fixed structures.

At locations where sidewalk is adjacent to existing buildings, extend walk up to the edge of building and place 1/2 inch preformed joint filler 1/2 inch lower than top of walk whenever possible. Furnish and install Backer Rod of appropriate diameter when joints are 1/4 inch wide or greater, clean surfaces and apply approved Silicone Joint Sealant to flush with top of walk. If the transverse sidewalk and boulevard joint layouts cannot be aligned, use approved preformed joint filler with a maximum 1/8 inch width and place between the sidewalk and boulevard to prevent contraction joints from migrating into the adjacent concrete panels. Joint filler, Backer Rod, and Joint Sealant shall be incidental.

H The minimum continuous and unobstructed clear width of a Pedestrian Access Route shall be 4.0 feet. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 feet in width except at locations where obstructions cannot be moved or at driveways where slopes exceed the maximum allowable grades. The cross slope of the sidewalk or shared use path shall not exceed 2%, and shall be measured perpendicular to the path of travel across the entire surface width of the sidewalk or shared use path. Curb ramps should match proposed sidewalk PAR width and shall match full shared use path widths. Whenever possible, the entire landings should be placed in a single concrete placement. If this is not possible due to construction staging, follow requirements for reinforcement bar placement and tie adjacent landings together.

In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

I Longitudinal joint reinforcement- Concrete sidewalks and trails with one or more unrestricted edges that are greater than 7 ft. wide for 4-inch concrete walk, and greater than 10 ft. wide for 6-inch concrete walk shall be constructed according to Concrete Walk Adjacent to Turf detail per Standard Plan 5-297.254 (Sheet 3 of 4).

4-inch concrete walk that requires longitudinal joint reinforcement shall be constructed monolithic as a full width concrete placement using cast in place tie bars.

6-inch concrete walk that requires longitudinal joint reinforcement may use drill and grout or cast in-place tie bars for multiple adjacent concrete placements.

Place tie bar steel to the depth and location shown on the plans. Do not place tie bars within 1' of transverse joint over transverse contraction joints. All tie bars (dowels) shall be incidental.

Architectural elements such as brick pavers, concrete stamping, and multiple colored concrete placements shall be kept outside the curb ramps and landing areas. Any architectural elements that do not maintain a consistent flat smooth surface shall not be used within the PAR.

(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 September 1, 2025

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.

(1807) FAILURE TO COMPLETE THE WORK ON TIME

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 1807.1-1.

The Department will assess the Contractor a monetary deduction in an amount equal to \$500 for each Calendar Day that any of the work specified in Section S-1806 (DETERMINATION AND EXTENSION OF CONTRACT TIME) of these Special Provisions remains incomplete after the expiration of the working period provided therefore.

The Department will assess the Contractor a monetary deduction in an amount equal to \$300 for each Calendar Day that any work specified under 1516.3 (Completion of the Work) are not met after the expiration of the 90 day period of the Semi-Final Estimate requirements.

S-23 (1901) MEASUREMENT OF QUANTITIES

RESTORED 06/30/23

SP2020-58.1

S-23.1 Delete and replace the first paragraph of MnDOT 1901.8 with the following:

For measuring or proportioning Material by mass, the Contractor shall provide certified weights or weigh Material on calibrated, approved scales. The Contractor shall give the Engineer a copy of the inspection certificate.

S-23.2 Add the following to MnDOT 1901.8C:

The Contractor shall not provide a ticket to truck drivers if the weight of the load is in excess of the legal load limits in place.

S-23.3 Add the following to MnDOT 1901.8:

D. Computerized Loader Bucket Scales

The Contractor may use computerized Loader Bucket Scales to weigh materials when the quantity of material included in the bid item list is 5000 tons or less.

The Contractor shall equip loader bucket scales with an onboard computer that produces weigh tickets.

The Contractor shall load trucks on a level loading area and with the loader scale in dynamic mode and operate the loader scale in accordance with the manufacturer's guidelines.

The computerized loader bucket scale must be accurate to within 1.0 percent of the true weight of the applied load throughout the range of use.

D.1 Computerized Loader Bucket Scales – Comparison Test

Before the first use of the loader bucket scale on the project and any time the scale is recertified, the Contractor shall perform a comparison test using one of the following methods:

(a) Independent Scale Method.

After placing the load in a truck, weigh the loaded truck on a certified scale owned and operated by an entity other than the Contractor. Provide the tare weight of the truck along with the comparison weigh ticket.

(b) Certified Weighted Object Method.

Weigh an object on the project scale and compare its certified weight to the loader bucket scale readout. Use an object that is free of mud and dirt and has a certified weight of at least 60 percent of the capacity of the loader bucket.

Weld a plate onto the object showing its certified weight.

Provide an affidavit affirming the weight of the object, as measured on a certified scale.

Provide a new affidavit when requested by the Engineer or if changes are made to the object that will affect the certified weight.

D.2 Computerized Loader Bucket Scales – Random Comparison Tests

If a comparison test reveals that the scale is out of tolerance, repair and recertify the scale.

At any time, the Engineer may require the scale to be checked for accuracy utilizing any test method in 1908.D.1, "Computerized Loader Bucket Scales – Comparison Test".

The Engineer may prohibit the use of loader bucket scales if two consecutive tests fail.

D.3 Computerized Loader Bucket Scales – Documentation

The Contractor shall generate weigh tickets using the onboard computer and loader bucket scale printer and provide tickets to the truck driver. The Contractor shall provide daily haul summaries by computer-generated spreadsheet as provided by the Engineer. The Contractor shall provide the fully completed spreadsheet to the Engineer daily.

S-24 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES**REVISED 06/30/22 – MODIFIED**

S-24.1 2104.1 shall be deleted and replaced with the following:

This Work consists of removing and disposing of all removal items, and other obstructions on the Right-of-way, except as specified in 2442, "Removal of Existing Bridges," and 2103, "Building Removal." This Work also consists of salvaging Material and backfilling trenches, holes, and depressions.

S-24.2 Add the following to 2104.3B:

Items designated for salvage may be reincorporated to the project as designated in the Drawings. Such items shall be re-installed in a manner that is consistent with any related details, plans, or specifications for the construction of similar new items or the original construction and conditions.

The Contractor shall salvage and stockpile all existing topsoil material prior to any construction activity that would disturb the existing topsoil material, such as grading, trenching, excavation, or other such activity. Contractor shall take reasonable care and measures to not contaminate the topsoil material during stripping or stockpiling operations. All stockpiled topsoil material shall be reincorporating/reutilized in the Work during final site stabilization and turf restoration, unless the Engineer determines the material to be unsuitable and orders the use of topsoil borrow. Topsoil borrow will not be authorized until all suitable salvaged topsoil has been utilized. Salvaging, stockpiling, and re-placement of salvaged topsoil material is considered incidental work to grading, excavation, and trenching activities and will not be paid for directly.

S-24.3 Replace 2104.3D.1 with the following:

The Contractor shall be responsible for development of their own disposal plan for proper disposal of all removals. The disposal plan must comply with applicable environmental regulations. It is the Contractor's responsibility for any reporting or permitting necessary for compliance with all local, state, and federal requirements.

S-24.4 Replace 2104.3D.2 with the following:

Do not dispose of Material or debris within the Right-of-way or project limits. Do not burn or bury treated or untreated wood, including but not limited to dimensional lumber, Brush, trees, and roots.

S-24.5 Replace the first paragraph of MnDOT 2104.4A with the following:

The Engineer will measure pavements, Sidewalks, surfacing, and by area without regard to the thickness of the surface being removed.

Delete the second paragraph from MnDOT 2104.4B and replace with the following:

No measurement of any sawing will be made.

S-24.6 Replace the second paragraph of 2104.5 with the following:

Sawing for any removals will be included in removal pay item. Multiple saw cuts may be necessary if initial cut edge becomes damaged. No payment will be made for any saw cutting.

S-24.7 Add the following to MnDOT 2104.5:

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 Schedule of Prices.

S-25 (2106) EXCAVATION AND EMBANKMENT – COMPACTED VOLUME METHOD

REVISED 10/14/22 – MODIFIED

SP2020-96.1

S-25.1 Delete table 2106.3-4 “Required Compaction” and replace with the following:

Material Type	Location	Required Compaction*
Materials meeting the requirements of 3149.2B, “Granular and Select Granular Materials”	All depths and locations	100 percent specified density, Quality Compaction, penetration index, and LWD
Materials not meeting the requirements of 3149.2B, “Granular and Select Granular Materials”	>3 feet below Grading Grade of Road Core	95 percent specified density, and LWD when the engineer performs a correlation test between 95 percent specified density and an LWD.
Materials not meeting the requirements of 3149.2B, “Granular and Select Granular Materials”	≤ 3 feet below Grading Grade of Road Core	100 percent specified density, Quality Compaction, and LWD
All Materials	≤ 3 feet below Grading Grade of Road Core within an excavation trench and backfill of Structures, 2451, “Structure Excavations and Backfills”	95 percent specified density, Quality Compaction and LWD
All Materials	Trails and Sidewalks outside of the Road Core	Quality Compaction

*See 2106.3G.1, “Specified Density”, 2106.3G.2, “Quality Compaction”, 2106.3G.3, “Penetration Index”, and 2106.3G.4, “Light Weight Deflectometer (LWD) Method” for compaction requirements.

S-25.2 Delete the second paragraph of MnDOT 2106.5 and replace with the following:

The Department will pay for stripping and stockpiling of topsoil within and adjacent to the road corridor(s) as depicted on the cross section drawings as Excavation-Common. Stripping and stockpiling of topsoil outside of the areas depicted on the cross section drawings shall be incidental.

S-25.3 Delete the third paragraph of MnDOT 2106.5 and replace with the following:

The Department will pay for restoration of salvaged topsoil, including placing, grading, and preparation for turf, adjacent to the road corridors as depicted on the cross section drawings as Common Embankment. Restoration of topsoil outside of the area depicted on the cross section drawings shall be incidental.

S-25.4 Add the following to the beginning of MnDOT 2106.5:

Embankment, such as required for additional backfilling a muck excavation, may be subject to the provisions of 1402, “Contract Revisions.”

S-25.5 Delete and replace the last sentence of MnDOT 2106.5A with:

The Department will make monetary price adjustments for Excavation - Muck in accordance with Table 2106.5-1.

S-25.6 Delete and replace MnDOT Table 2106.5-1 in MnDOT 2106.5A with the following:

Table 2106.5-1

Monetary Price Adjustments for Excavation – Muck

Areas Where Muck is Shown in the Plan

Muck Location	Compensation
For the muck located at a depth between 0 to 5 feet below the Plan Depth	Muck Excavation Unit Price
For the muck located at a depth between 5 to 15 feet below the Plan Depth	Muck Excavation Unit Price plus \$2.00 per cubic yard
For the muck located at a depth greater than 15 feet below the Plan Depth	Negotiated Price

Additional Areas Where Muck is not Shown in the Plan

Muck Location	Compensation
For the muck located between 0 to 10 feet below the Subgrade Excavation	Muck Excavation Unit Price
For the muck located at a depth greater than 10 feet to 20 feet below the Subgrade Excavation	Muck Excavation Unit Price plus \$2.00 per cubic yard
For muck located at a depth greater than 20 feet below Subgrade Excavation	Negotiated Price

In addition to the monetary price adjustments listed above, compensation for additional muck excavation may be subject to the provisions of MnDOT 1402, "Contract Revisions" if additional shoring, dewatering, requisition of additional disposal site(s) because of increased volume of muck, or additional hauling beyond original disposal site(s), or other related activities are required.

S-26 (2130) APPLICATION OF WATER

Modification

The provisions of MnDOT 2130 are modified as follows:

S-26.1 The following shall be added after the first paragraph of MnDOT 2130.3:

The contractor shall be responsible for applying water as necessary to control dust on the project. The contractor shall have means, in accordance with MnDOT 2130.3, to apply water at all times. The Contractor shall apply water within two (2) hours of any request from the Engineer. Failure to do so will result in \$100 per hour penalty assessed to the Contractor until the water is applied.

S-26.2 Replace the second sentence of 2130.4 with the following:

In the absence of a bid item, the Engineer will not make any measurement for application of water.

S-26.3 MnDOT 2130.5 supplemented with the following:

In the absence of a bid item, water applied by order or approval of the Engineer for dust control will be considered incidental work and no direct compensation will be paid.

S-27 (2211) AGGREGATE BASE

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

S-27.1 Compaction shall be achieved by the "Penetration Index Compaction Method" as per the Detailed Dynamic Cone Penetrometer Test Procedure described in MnDOT 2211.3D2c.

S-28 (2360) PLANT MIXED ASPHALT PAVEMENT (REMOVE LONGITUDINAL JOINT DENSITY REQUIREMENTS)

REVISED 06/30/23

SP2020-133

S-28.1 Add the following to MnDOT 2360.1B:

Mix Designation Numbers for the bituminous mixtures on this Project are shown on the Drawings.

S-28.2 Delete and replace the first paragraph of MnDOT 2360.3D.1 with the following:

Compact the pavement to at least the minimum required Maximum Density values in accordance with Table 2360.3-1.

S-28.3 Delete and replace Table 2360.3-2 of MnDOT 2360.3D.1 with BLANK.

S-28.4 Delete and replace MnDOT 2360.3D.1.j with the following:

D.1.j Companion Core Testing

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

S-28.5 Delete and replace MnDOT 2360.3D.1.n with BLANK.

S-28.6 Delete and replace MnDOT 2360.3D.1.p with BLANK.

S-28.7 Delete and replace Table 2360.5-6 of MnDOT 2360.5B.13 with BLANK.

S-28.8 Delete and replace Table 2360.5-7 of MnDOT 2360.5B.13 with BLANK.

S-29 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)

REVISED 11/08/21 – MODIFIED

SP2020-133

S-29.1 Add the following to MnDOT 2360.1B

Mix Designation Numbers for the bituminous mixtures on this Project are indicated on the Drawings (typically with the proposed typical sections).

S-29.2 Add the following to MnDOT 2360.2E.7:

No RAP or RAS will be allowed in the upper/final pavement mixture(s). All asphalt binder and aggregate shall be virgin material in the upper/final pavement mixture(s).

S-29.1 Add the following to MnDOT 2360.3.

The pavement smoothness requirements of MnDOT 2399 shall not apply on this project.

S-29.2 Replace MnDOT 2360.3D.1.a with the following:

No distinction between the driving lane and shoulders will be made for any bituminous surfaced roadway. Maximum density and compaction requirements, including pay factors, shall apply to the full width of the bituminous surface.

S-29.3 Replace MnDOT 2360.3D.1.b with the following:

No distinction between the driving lane and shoulders will be made for any bituminous surfaced roadway. Maximum density and compaction requirements, including pay factors, shall apply to the full width of the bituminous surface.

S-29.4 MnDOT 2360.3D.1.p (including subsections) is hereby deleted.

S-29.5 The first sentence of MnDOT 2360.3E.1 shall be replaced with the following:

After compaction, the thickness of each lift shall be within a tolerance of ¼ inch of the thickness shown on the Plans.

S-29.6 The first sentence of the second paragraph of MnDOT 2360.3E.1 shall be replaced with the following:

S-29.7 Measure cores taken for density in accordance with (2360) Plant Mixed Asphalt Pavement (Thickness Payment Schedule) of these Special Provision. **Revise MnDOT Table 2360.5-4 Incentive and Disincentive Schedule for Maximum Mat Density** such that the Mat Density Pay Factor A for all traffic levels is 1.00 for densities greater than 93.0.

S-30 (2360) PLANT MIXED ASPHALT PAVEMENT (THICKNESS PAYMENT SCHEDULE)

REVISED 06/30/22 - MODIFIED

SP2020-135

S-30.1 Delete and replace MnDOT 2360.3E.1 with the following:

E.1 Lift Thickness

E.1.a Thickness Lot for Measurement

In Maximum Density Projects, the Thickness Lot will represent the same area as the Density Lot for the final Lift of any particular mixture.

In Ordinary Compaction Projects, the Thickness Lot shall represent a 1/2-mile-long segment for the final Lift of any particular mixture, or portion thereof at the end of each segment of paving. Paving segments of less than 1/2 mile will require fewer cores on a pro rata basis. The areas represented for thickness acceptance will be measured by length of paving segment times width of paving pass.

E.1.b Average Measured Thickness

The Average Measured Thickness for each Thickness Lot will be the average of all the thickness measurements obtained from the core thicknesses of the density cores (no additional special thickness cores are required).

For Ordinary Compaction Projects, four thickness cores shall be cut for each Thickness Lot. All Work associated with the thickness cores cut by the Contractor shall be included in the Pay Item and the location of the cores shall be taken at random locations selected by the Engineer. The thickness cores shall not be taken within one foot of any unsupported edge.

If more than one Lift of the same type of mixture, or varying mixtures with Engineer's approval, is placed to obtain specified thickness, the Average Measured Thickness will be the average of the total thickness of the completed pavement section and will be determined with the density cores taken following completion of the final course.

An additional 1/16-inch tolerance will be added to the Thickness Tolerances shown in the Thickness Acceptance Schedule, for the total thickness of non-wearing course asphalt pavement constructed on Aggregate base or reclaimed bituminous surfaces. This additional amount of tolerance also applies to the total thickness of wearing courses paved directly on Aggregate base or reclaimed bituminous surfaces.

S-30.2 Add the following to MnDOT 2360.4

When paying for Material by Square Yard the Engineer will measure the Plan dimensions for standard width and/or irregular width paving at the dimensions and thickness specified. There will be no additional payment for asphalt pavement constructed with a greater thickness or width than required by the Plan. Actual thicknesses of the mixtures will be determined by measurement of the cores required for density testing and additional cores specifically cut for thickness checks.

The Engineer may direct the Contractor to construct Asphalt Pavement in thicknesses different than that shown in the Plan for small quantities. The Method of Measurement will be a direct proration from the original thickness to the changed thickness, with payment to be made at Contract Unit Prices.

Area measurement will be dimension of the top of the pavement lift and will not include any portion of a taper or safety slough.

S-30.3 Delete the 4th paragraph of MnDOT 2360.5 and replace with Blank.

S-30.4 Add the following to 2360.5B:

B.17 Pavement Thickness

The Department may apply a Monetary Deductions if the specified thicknesses are not obtained in accordance with the tolerances and deductions shown in Table SP2360.5-8 applied to each Thickness Lot. The Monetary Deduction will apply to asphalt mixtures placed over all Aggregate base, reclaimed bituminous, and any other unpaved, milled or previously paved surfaces.

Table SP2360.5-8
Monetary Deduction Schedule for Thickness Results

Thickness Tolerance*	Percent Deduction
0 to 5.0% less than specified	No deduction
5.1 to 17.0% less than specified	Percent Deduction = 1.0 times the actual Percent less than specified thickness
17.1 to 23.0% less than specified	Percent Deduction = 1.5 times the actual Percent less than specified thickness
23.1 to 30.0% less than specified	Percent Deduction = 2.0 times the actual Percent less than specified thickness
In excess of 30.0% less than specified	Corrective action shall be taken as directed by the Engineer
* The percent less than the total specified Pay Item thickness obtained from the Average Measured Thickness for each Lot.	
To be applied to payment for each Lot	

S-31 (2461) STRUCTURAL CONCRETE

REVISED 09/29/23 – MODIFIED

SP2020-145

S-31.1 Delete and replace the second sentence of MnDOT 2461.2E.1.e with the following:

Use “EX” for exposed Aggregate mixes, “CO” for colored concrete mixes, and “FRC” for fiber reinforced concrete mixes.

S-31.2 Delete and replace Table 2461.2-5 with the following:

Table 2461.2-5
Concrete Mix Design Requirements for Grout and Lean Mix Backfill Mixes

Mix Number	Maximum W/C Ratio	Water Content (pounds)	Cement Content (pounds)	Fly Ash Content (pounds)	Fine Aggregate Calculation (pounds)	Coarse Aggregate Calculation (pounds)	Percent Air Content	Slump Range	Minimum 28-Calendar Day Compressive Strength, f'c
1A Grout*	0.50	379	758	0	100 percent †	0	3.0	As needed	4000 psi
3A Grout *	0.44	379	865	0	100 percent †	0	10.0	As needed	4000 psi
Lean Mix	1.00	375	125	250	50 percent†	50 percent† ‡	N/A	10 inches ± 1 inch	#

* Do not provide 1A or 3A grout containing coarse Aggregate or fly ash.

|| Coarse Aggregate quality meets requirements of 3137.2D.1, “Coarse Aggregate for General Use.”

† After adding the specified quantities of cement, fly ash, and water, provide the remaining Aggregate to an absolute volume 27.00 – 27.27 cubic feet.

‡ Meeting #67 gradation as shown in Table 3137.2-4.

Maximum 28-Calendar Day compressive strength of 1500 psi.

S-31.3 Delete and replace Table 2461.2-6 of MnDOT 2461.2E.2.b(1) with the following:

Table 2461.2-6
Concrete Mix Design Requirements (Not applicable to High-Performance Concrete or Mass Concrete)

Concrete Grade	Mix Number	Intended Use *	Maximum W/C Ratio 	Maximum Cementitious Content (pounds/cubic yard)	Maximum percent SCM (Fly Ash/Slag/Ternary)	Design Slump Range (inches)	Minimum 28-day Compressive Strength, f'c	3137, "Coarse Aggregate for Portland Cement Concrete."
B Bridge Substructure	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
F Flatwork	3F32	Curb and gutter	0.42	750	30/35/0	1/2 - 3 #	4500 psi	2.D.1
	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
G General Concrete	1G52	Footings and pilecap	0.55	750	30/35/40	2 - 5	4500 psi	2.D.1
	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
M Median Barrier	3M12	Slipform barrier, Median barrier, non-bridge	0.42	750	30/35/40	1/2 - 1 #	4500 psi	2.D.1
	3M52	Barrier, Median barrier, non-bridge	0.45	750	30/35/40	2 - 5	4500 psi	2.D.1
P Piling	1P42	MSE and gravity wall leveling pad	0.63	750	30/35/40	2 - 4	3000 psi	2.D.1
	1P62	Piling, spread footing leveling pad	0.63	750	30/35/40	3 - 6	3000 psi	2.D.1
R Pavement Rehabilitation	3R52	CPR - Full depth concrete repairs, concrete base	0.45	750	30/35/40	2 - 5	4000 psi	2.D.3
S Bridge Superstructure	3S12	Slipform Bridge barrier, parapets, end post	0.42	750	30/35/40	1/2 - 1 #	4000 psi	2.D.2
	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
X Miscellaneous Bridge	1X62	Cofferdam seals, rock sockets, drilled shafts	0.45	750	30/35/40	3 - 6	5000 psi	2.D.1
	3X62	Drilled shafts above frost line	0.45	750	30/35/40	3 - 6	5000 psi	2.D.1
Y Bridge Deck	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
	3Y47 **	Deck patching mix	0.45	750	30/35/40	2 - 4	4000 psi	2.D.2

Concrete Grade	Mix Number	Intended Use *	Maximum W/C Ratio 	Maximum Cementitious Content (pounds/cubic yard)	Maximum percent SCM (Fly Ash/Slag/Ternary)	Design Slump Range (inches)	Minimum 28-day Compressive Strength, f'c	3137, "Coarse Aggregate for Portland Cement Concrete."
<p>* If the intended use is not included elsewhere in the Specification or Special Provisions, use mix 3G52, unless otherwise directed by the Engineer.</p> <p> The minimum Water/Cement (W/C) ratio is 0.30.</p> <p>† Mix 3F57EX requires the use of Coarse Aggregate Designation "7", "2" or "3" for the 4th digit in accordance with Table 2461.2-3.</p> <p>‡ Identify specific color used on the Certificate of Compliance. Colored concrete is only allowed when specified in the Plans or the Contract.</p> <p># Adjust slump in accordance with 2461.3G.7.a, "Concrete Placed by the Slip-Form Method," for slip-form concrete placement.</p> <p>§ The "-S" indicates a Bridge deck with a structural slab and "-M" indicates a monolithic Bridge deck.</p> <p>** Mix 3Y47 requires the use of Coarse Aggregate Designation "7" or "3" for the 4th digit in accordance with Table 2461.2-3.</p>								

S-31.4 Delete and replace the first sentence of 2461.2E.2.b(2) with the following:

The Department defines High-early (HE) concrete as concrete designed to achieve the minimum strength and time required in accordance with Table 2461.2-7.

S-31.5 Delete and replace Table 2461.2-7 with the following:

Table 2461.2-7
High-Early (HE) Concrete Requirements
(Not applicable to Bridge Superstructure or Mass Concrete)

Mix Number	Concrete Grades Allowed	Minimum Design Time to Opening	Maximum W/C Ratio	Maximum Cementitious Content (pounds/cubic yard)*	Slump Range	Minimum Design Strength to Opening	Minimum 28-Calendar Day Compressive Strength, f'c	3137 "Coarse Aggregate for Portland Cement Concrete"
1PHE62	P	-	0.63	750	3 – 6 inches	-	3000 psi	2.D.1
3HE32	F	48 hours	0.42	750	1/2 – 3 inches †	2000 psi	4500 psi	2.D.1
3HE52	F	48 hours	0.42	750	2 – 5 inches	2000 psi	4500 psi	2.D.1
3HE52	B and G	48 hours	0.42	750	2 – 5 inches	3000 psi	4500 psi	2.D.1
3YHE52	Y (Repairs Only)	48 hours	0.42	750	2 – 5 inches	3000 psi	4000 psi	2.D.2
3RHE52	R (Repairs Only)	48 hours	0.42	750	2 – 5 inches	2000 psi	4000 psi	2.D.3

* Supplementary cementitious Materials allowed.

|| Used only for placing concrete in piles during freezing temperatures, provide 30 percent additional cement to the concrete mix for concrete 10 feet below the ground line or water line in accordance with 2451.3D.6, "Cast-in-Place Concrete Piles."

† Adjust slump in accordance with 2461.3G.7.a, "Concrete Placed by the Slip-Form Method."

S-31.6 Delete and replace Table 2461.2-8 with the following:

Table 2461.2-8
Project Specific Contractor Designed Mixes

Concrete Grade	Intended Use	Specification	3137 "Coarse Aggregate for Portland Cement Concrete"
A	Concrete Pavement	2301, "Concrete Pavement"	2.D.3
M, V, W, Z	Precast Concrete	2462, "Precast Concrete"	Varies
HPC	High Performance Concrete	2401, "Concrete Bridge Construction"	2.D.2
MC	Mass Concrete	Special Provision 2401	Varies
SCC	Self-consolidating Concrete	Special Provision 2401	Varies
CLSM, LCCF	Cellular Concrete Grout	2519, "Cellular Concrete"	None
Non-MnDOT Designated	Per Contract	Per Contract	Per Contract
All concrete grades	Delivery Time is > 90 minutes	2461.3G.3.a, "Delivery Time Beyond 90 minutes"	Varies

S-31.7 Delete and replace Table 2461.2-11 of MnDOT 2461.2E.4 with the following:

Table 2462.2-11
Mix Design Adjustments/Requirements

	Type of Change or Adjustment	Mix Design Resubmittal Requirements
Level 1 mixes	Cementitious Sources Admixture Sources Admixture Dosage Rate	No resubmittal required
	Aggregate Sources Aggregate Proportions Any cementitious proportion ($\leq 15\%$ max fly ash)	Resubmittal of Mix Design
	Any cementitious proportion ($> 15\%$ max fly ash)	Resubmittal in accordance with 2461.2E.3.a, "Preliminary Test Data Requirements for Level 2 Mixes"
Level 2 mixes	Cementitious Sources Admixture Dosage Rate	No resubmittal required
	Aggregate Source, no change in Aggregate Class $\leq 5\%$ Total Cementitious $\leq 10\%$ Individual Aggregate Weights	Resubmittal of Mix Design
	Aggregate Source and Class of Coarse Aggregate Supplementary Cementitious Proportion $> 5\%$ Total Cementitious $> 10\%$ Individual Aggregate Weights Admixture Sources	Resubmittal in accordance with 2461.2E.3.a, "Preliminary Test Data Requirements for Level 2 Mixes"
* Only one (1) increase in total cementitious allowed per mix design, next adjustment requires resubmittal in accordance with 2461.2E.3.a, "Preliminary Test Data Requirements for Level 2 Mixes"		

S-31.8 Add the following to 2461.3D.1:

2461.3D.1.g Fiber Proportioning

Do not incorporate fiber packaging materials into the Concrete. The Engineer considers the following fiber addition methods acceptable on all jobs:

1. Open bag and distribute fibers on Aggregate belt at Ready-mix Concrete plant
2. Open bag, break apart any fiber clumps, and introduce fibers into Ready-mix Concrete truck in a well-distributed manner

Any alternate methods to add fibers to the concrete mix must be submitted for acceptance by the Engineer and demonstrated by a successful trial placement.

Ensure fibers are uniformly dispersed in the Concrete to avoid balling. Balling of fibers is defined as a 2-inch diameter or greater conglomerate of fibers at the point of placement. The Engineer will consider any balling more prevalent than 1 per load of Concrete as unacceptable and may reject the load of concrete.

S-31.9 Delete and replace the second sentence of 2461.3F.2 with the following:

If the computer that generates the Certificate of Compliance malfunctions, the Engineer may allow the Contractor to finish any pours in progress if the Producer issues a handwritten or computer-generated Department

Form 0042, *Certificate of Compliance* with each load. The Engineer will not allow the Producer to begin new pours without a working computerized Certificate of Compliance.

S-31.10 Add the following to MnDOT 2461.3F.2:

- (22) Fibers, brand, and dosage per cubic yard
- (23) Ready-Mix Sheet Number (RMX###-###), JMF Sheet Number (JMF##-###), or PS Sheet Number (PS##-##)
- (24) MnDOT Designation Plant/Unit Number (RM###)

S-31.11 Delete and replace the first and second paragraphs of MnDOT 2461.3F.3.e with the following:

The Producer will complete and maintain the Concrete Ready-mix Plant QC Workbook in Real Time using their full name for the diary and each test performed.

S-31.12 Add the following to MnDOT 2461.3G.2:

The Contractor and Engineer will perform random sampling and testing in accordance with ASTM C172, Standard Practice for Sampling Freshly Mixed Concrete; ASTM C1064, Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete; and the Schedule of Materials Control.

S-31.13 Add the following to MnDOT 2461.3G.5:

For all cast-in-place concrete as specified in 2461, including HE concrete, place concrete meeting the strength requirements into the Work. Unless otherwise included in the Plans, HE concrete requires approval of the Engineer before incorporation into the Work.

S-31.14 Delete and replace Table 2461.3-3 of MnDOT 2461.3G.6.a(1) with the following:

Table 2461.3-3
Chronological Testing Ages of Strength Specimens

Type of Concrete	Testing Ages*
Concrete Pavement as defined in 2301, "Concrete Pavement"	Test at least 2 sets of strength specimens before and the remaining sets after the anticipated opening strength
Normal Strength Concrete as defined in 2461, "Structural Concrete"	1, 3, 7, 14, and 28-Calendar Days
High-early (HE) Concrete as defined in 2461, "Structural Concrete"	12 hours, 1, 2, 7, and 28-Calendar Days
Ultra High-Early (UHE) Concrete as defined in 2302, Concrete Pavement Rehabilitation"	3, 4, and 8 hours, 1 and 14-Calendar Days
* The Contractor may adjust the testing ages if approved by the Engineer, in conjunction with the Concrete Engineer.	

S-31.15 Delete and replace the second sentence of MnDOT 2461.3G.7 with the following:

The Contractor and Engineer will perform random sampling and testing in accordance with ASTM C172, Standard Practice for Sampling Freshly Mixed Concrete; ASTM C143, Standard Test Method for Slump of Hydraulic-Cement Concrete; ASTM C1611, Standard Test Method for Slump Flow of Self-Consolidating Concrete; and the Schedule of Materials Control.

S-31.16 Delete and replace the second sentence of MnDOT 2461.3G.8 with the following:

The Contractor and Engineer will perform random sampling and testing in accordance with *ASTM C172, Standard Practice for Sampling Freshly Mixed Concrete*; *ASTM C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method*; and the Schedule of Materials Control.

S-31.17 Delete and replace MnDOT 2461.5A.2.d with the following:

If the moving average of 3 consecutive strength tests is less than the required f'_c , the Concrete Engineer will review the strength test results and determine if a new mix design is required in accordance with Table 2461.2-6 or Table 2461.2-7.

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

- (1) After investigation, the cause for the deficient concrete strength is due to improper handling, curing, or testing of the cylinder
- (2) Cylinders kept in the field longer than 7-Calendar Days that negatively impact the moving average calculation
- (3) The suspect concrete was removed and replaced
- (4) Dispute resolution coring identified the concrete acceptable to remain in place

For the quantity of non-conforming concrete not meeting the moving average of 3 consecutive strength tests, the Engineer will make determinations regarding the disposition, payment, or removal of the concrete in accordance with Table 2461.5-5.

S-31.18 Delete and replace Table 2461.5-5 with the following:

**Table 2461.5-5
All Concrete Grades**

Moving average of 3 consecutive strength tests	Monetary Deductions for Moving Average Failure *
> 96.0 percent of f'_c	No deductions for the Materials placed as approved by the Engineer.
91.0 percent to 96.0 percent of f'_c	\$20.00 per cubic yard or 10 percent of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance.
≥ 87.5 percent and \leq 91.0 percent of f'_c	\$50.00 per cubic yard or 25 percent of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance.
< 87.5 percent 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 percent of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance.

S-32 (2462) PRECAST CONCRETE

REVISED 06/28/24

Use on all Projects; correction to Standard Specifications for Construction, 2020 Edition.

S-32.1 Delete and replace MnDOT 2461.2E.3 with the following:

At least 21 Calendar Days before initial placement of the concrete, submit a Precast Mix Design Submittal to the Concrete Engineer for review. Use the most current Precast mix design form, specific gravity, and absorption data available from the MnDOT Concrete Engineering website.

Design the concrete mix to an absolute volume of 27.00 – 27.27 cubic feet.

MnDOT will review the Contractor's proposed concrete mix design solely for compliance with the applicable mix design properties in Table 2462.2-4. The Department makes no guaranty or warranty, either express or implied, that compliance with mix design properties ensures compliance with any other requirements.

S-32.2 Delete and replace the first and fourth paragraphs of MnDOT 2462.3G.4 with the following:

Take samples randomly in accordance with ASTM D3665, *Standard Practice for Random Sampling of Construction*, Section 5, at a rate defined in accordance with the Schedule of Materials Control.

Perform random sampling and testing in accordance with ASTM C172, *Standard Practice for Sampling Freshly Mixed Concrete*; ASTM C1064, *Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete*; ASTM C231, *Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method*; ASTM

C143, *Standard Test Method for Slump of Hydraulic-Cement Concrete*; ASTM C1611, *Standard Test Method for Slump Flow of Self-Consolidating Concrete*; and the *Schedule of Materials Control*.

Furnish 4-inch by 8-inch cylinder molds, unless the maximum Aggregate size is greater than 1 1/4 inches, then furnish 6-inch by 12-inch cylinder molds.

S-33 (2506) MANHOLES AND CATCH BASINS

NEW 10/14/22 - MODIFIED

SP2020-164.1

S-33.1 Delete and replace MnDOT 2506.3G with the following:

Provide vertical adjustment of access castings made to the planned elevation on the Structure. Meet the criteria that full support for the casting is obtained above the cone section. Limit thickness of each adjusting ring to 6 inches or less. Encase adjusting rings in mortar according to the Plan.

Construct new structures so the height above the cone does not exceed 9 inches, including mortar but not including the frame.

Reconstruct in-place structures so the height above the cone does not exceed 12 inches, including mortar but not including the frame. If these criteria cannot be met by vertical adjusting Work, reconstruct the Structure.

For upward adjustment of castings, the Contractor may use any of the Structure Materials or applicable construction methods specified in this subsection, provided they are compatible with the in-place construction. The Contractor may use auxiliary ring castings and adjusting rings as shown on the Plans.

Castings shall be of size and type indicated in the Drawings. All sanitary sewer castings shall contain a self-sealing gasket between the frame and lid. Manhole lids shall contain a cast label indicating "Sanitary Sewer" of "Storm Sewer" as appropriate. All pick holes shall be concealed.

S-33.2 MnDOT 2506.3G and 2506.4D are hereby deleted. Refer to Section 02735 of the Contract Documents for casting adjustment specifications.

S-33.3 The provisions of MnDOT 2506.4 and 2506.5 are modified such that:

All castings for new (construction under this Contract) manhole (sanitary and storm sewer) and catch basin structures shall be incidental to the structure for which the casting is being installed on. No separate measurement and payment for castings will be made. Castings which are installed on existing drainage structures will be measured separately on an each basis for each design, as classified in the Schedule of Prices, as complete individual units (frame, ring, and cover or grate). Payment will be provided under the Item 2506.516 (Casting Assembly) for each complete unit furnished and installed.

S-34 (2506) MANHOLES AND CATCH BASINS (ADJUSTING RINGS)

REVISED 10/14/22

SP2020-165

S-34.1 Add the following to MnDOT 2506.2:

Adjusting Rings manufactured from High Density Polyethylene (HDPE) are approved as an alternate to concrete adjusting rings.

S-34.2 Add the following to MnDOT 2506.3:

Seal HDPE adjusting rings with the product recommended by the manufacturer.

S-35 (2511) RIPRAP**REVISED 09/29/23**SP2020-169

S-35.1 Delete and replace MnDOT 2511.2C with the following

C 3A Grout2511

S-35.2 Delete and replace MnDOT 2511.3F with the following:

F. Quality Control (QC)

Refer to the requirements in the Schedule of Materials Control for Project specific requirements.

F.1 Gradation and Certification Requirements

For riprap meeting 3601.2A, "Random Riprap," test one gradation per year for each product using either:

- (1) FHWA Hydraulic Toolbox, Test method 5-692.212 in the Grading and Base Manual. Record and submit results using form G&B-108a, "Riprap Gradation D85 and FHWA Hydraulic Toolbox," found on the MnDOT Grading and Base website
- (2) WipFrag or an alternative image analysis software, approved by the Engineer. Record and submit results using and submit form G&B-108a, "Riprap Gradation D85 and FHWA Hydraulic Toolbox," found on the MnDOT Grading and Base website
- (3) Wolman Count Method. Test method 5-692.211 in the Grading and Base Manual. Record and submit results using form G&B-108b, "Riprap Gradation Wolman Method," found on the MnDOT Grading and Base website

For riprap meeting 3601.2B, "Hand placed Riprap," provide certification that the stone meets Contract-required thickness of riprap, following guidance in 2511.3C.2, "Hand-Placed Riprap," and individual stones have a weight of at least 50 pounds.

F.2 Carbonate Quarried Riprap

For riprap meeting 3601.2A, "Random Riprap," or 3601.2B, "Hand-placed Riprap," the supplier is required to have an approved QC Plan, prior to delivery of stone, when either of the following apply:

- (1) Quantities are greater than 100 cubic yards
- (2) Riprap is used for Bridge protection, as shown in the Plan

The Carbonate riprap QC Plan requirements are found on the MnDOT Geology Web page. Contact the MnDOT Geology Unit a minimum of 60-Calendar Days prior to supplying riprap.

Provide certification, for each product, using form G&B-104b, "Riprap Quality Control Plan," and attach required test(s).

F.3 Riprap meeting 3601.2C, "Gabions and Revet Mattresses," 3601.2D, "Granular Filter under Class I Random Riprap," and 3601.2E, "Granular Filter Under Riprap, Gabion, and Revet Mattress".

Provide certification using form G&B-104, "Certification of Aggregates and Granular Materials," found on the MnDOT Grading and Base website.

S-35.3 Delete and replace MnDOT 2511.3G.1 with the following:

G.1 Riprap meeting 3601.2A, "Random Riprap," or 3601.2B, "Hand-placed Riprap".

For gradation compliance of riprap meeting 3601.2A, "Random Riprap," the Engineer will visually inspect the riprap and perform the D85 test, test method 5-692.210, listed in the Grading and Base Manual and complete form G&B-108a, "Riprap Gradation D85 and FHWA Hydraulic Toolbox," found on the MnDOT Grading and Base website.

If the material fails to meet requirements based on the visual check or the D85 results, the Engineer will test the gradation using one of the following methods:

- (1) FHWA Hydraulic Toolbox, 5-692.212 test method, listed in the Grading and Base Manual and form G&B-108a, "Riprap Gradation D85 and FHWA Hydraulic Toolbox"
- (2) WipFrag or a similar image analysis software, as approved by the Engineer, and form G&B-108a, "Riprap Gradation D85 and FHWA Hydraulic Toolbox"
- (3) The Wolman Count, 5-692.211 test method, listed in the Grading and Base Manual and form G&B-108b, "Riprap Gradation Wolman Method"

For riprap meeting 3601.2B, "Hand-placed Riprap," the Engineer will visually inspect the riprap to ensure it meets the requirements of 2511.3C.2, "Hand-Placed Riprap."

S-36 (2521) CONCRETE WALK (ADA)

MODIFIED

SP2020-171

S-36.1 DESCRIPTION

This Work shall consist of constructing Concrete Walk, including necessary Subgrade Preparation, and Grading in accordance with the Plan, Standard Plan Sheet No.5-297.250, MnDOT 2112, MnDOT 2211, and MnDOT 2521.

S-36.2 MATERIALS

Aggregate Surface and Base Course.....3138

S-36.3 CONSTRUCTION REQUIREMENTS

A Concrete Walk

The minimum continuous and unobstructed clear width of a Pedestrian Access Route (PAR) shall be 4.0 feet. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 feet. in width except at locations where obstructions cannot be moved or at driveways where slopes exceed the maximum allowable grades. The cross slope of the sidewalk shall not exceed 2%, and shall be measured across the entire surface width of the sidewalk. Curb ramps shall meet or exceed existing sidewalk widths, and curb openings. Maintain a consistent flat smooth surface within the PAR.

Where sidewalk grade changes adjacent to fixed structures, the sidewalk shall be finished around these structures to the satisfaction of the Engineer.

Sawcut concrete curb ramp, sidewalk, and driveway contraction joints. Exceptions for tooling relief joints are allowed for large driveway placements, long sidewalk placements to prevent random cracks, and minor repairs. Obtain approval from the Engineer where tooling of contraction relief joints will occur.

Sawcut curb and gutter contraction joints within the PAR including contraction joints at zero-inch height curb locations.

Sawcut a visual joint at the top grade break of walkable flares to indicate a change in grade meeting MnDOT 2521.3D, except the depth requirement is reduced to 1/4 inch.

To avoid corner breaks, all walk edges shall be formed and constructed perpendicular to the back of curb and gutter sections and concrete structures for a 1 foot minimum distance.

Salvage and reinstall existing signs as indicated in the Plan or directed by the Engineer.

B Grading

Fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk at 2% slope and then down at a maximum 1:3 slope to existing terrain unless otherwise detailed in the Plan. Blend in the toe of fill slope and adjacent areas so as not to adversely affect drainage.

C Landings

An initial landing is the first required landing of a pedestrian ramp. Form and place initial landings at the top of a ramped sloped surface (>2% longitudinal slope), with an independent concrete pour unless the initial landing is located at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour.

Construct initial landings in a single concrete placement, whenever possible, as a single plane surface having no grade breaks. If single concrete placement is not possible, follow the requirements for tie bar placement in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6 and tie adjacent landings together. Keep architectural elements such as brick pavers or concrete stamping outside the curb ramps and curb ramp landings.

Cast in-place or drill and grout tie bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 6 of 6. If cast in place, install tie bars through holes in the forms, with a form height at least equal to the walk thickness of the formed concrete shown in the Plans. These bars shall be deformed and shall be installed with 2" minimum concrete cover.

All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed.

S-36.4 METHOD OF MEASUREMENT

The Engineer will measure Concrete Walk by top surface area, including the area under the truncated domes.

In areas where directional curb is constructed, the triangular area that is behind the projected back of curb line will be measured as Concrete Walk.

S-36.5 BASIS OF PAYMENT

The contract unit price for Concrete Walk shall be compensation in full for equipment, materials and labor required to complete the Work.

No payment will be made for excavation or borrow, including hauling or disposal, that is necessary to meet the walk grades unless specifically provided for in the Plan.

If the Plan calls for payment of Aggregate Base and/or other Grading items for a pedestrian facility, then payment will only be made for the locations specifically provided for in the Plan.

No payment will be made for salvaging and reinstalling signs as a result of concrete Walk construction, unless specifically provided for in the Plan.

No additional payment will be made in areas where the Concrete Walk is to be constructed around fixed structures and the grade has been changed.

The Department will pay Concrete Walk on the basis of the following schedule:

Item No.	Item	Unit
2521.618	Concrete Walk.....	square foot

S-37 (2521 and 2531) CONCRETE WALK, DRIVES, OR SIMILAR SURFACES

MODIFICATION

S-37.1 DESCRIPTION

This section shall apply to concrete sidewalks, concrete driveways, concrete pavements, or similar surfaces.

S-37.2 The third paragraph of MnDOT 2521.3D.2 is hereby deleted and replaced with the following:

Joint construction shall be completed by use of a saw. Formed or tooled joints will not be allowed. Sawing must be completed as soon as possible during the curing process to prevent random cracking in the concrete.

S-37.3 MnDOT 2521.3D is hereby supplemented with the following:

D.4 Concrete Surface Defects and Acceptance

The surface of concrete walks, driveways, or similar surfaces shall be reasonably free of defects caused by either workmanship or materials. Defects include but are not limited to spall, flaking, impressions, random cracking, or other undesirable surface irregularities.

Surface defects shall not exceed three (3) per 50 SF, for spot defects such as spalls, or more than 3% per 50 SF surface area, for more widespread defects such as flaking, as determined by the Engineer. Any concrete surface containing random crack(s) shall be considered defective. Areas containing defects, which exceed these allowable limits, or random cracking shall be removed and replaced at the Contractor's expense.

The contractor shall warranty all concrete walks, driveways, or similar surfaces against defects for a period no less than one (1) year from the date of placement. The Engineer will inspect all concrete surfaces for defects and/or acceptance prior to the expiration of the warranty period but no sooner than six (6) months from placement or one (1) winter, whichever occurs first. Any concrete walk, driveway, or similar surface shall remain subject to inspection and acceptance for the full one (1) year warranty period. The Contractor shall replace defective areas within thirty (30) days of notification by the Engineer.

S-38 (2531) CONCRETE CURBING

NEW 09/29/23

SP2020-172.1

S-38.1 Delete and replace the third sentence of MnDOT 2531.4B with the following:

In the case of transitions from one thickness or design to another, the Engineer will measure the entire transition for payment under the item with the higher Contract Unit Price.

S-38.2 Delete and replace the first sentence of MnDOT 2531.5A.2 with the following:

The Engineer will consider concrete Work with deviations 3/8 inch or greater in any 10 foot length of curb and gutter, either horizontal or vertical, as unacceptable Work.

S-39 (2562) ADDITIONAL TRAFFIC CONTROL DEVICES AND EXTENDED USE OF TRAFFIC CONTROL DEVICES**REVISED 11/08/21****SP2020-193****S-39.1 DESCRIPTION**

This Work consists of providing additional traffic control devices in accordance with Section (2563) TRAFFIC CONTROL and as authorized by the Engineer.

The Engineer is authorized to:

- (1) Require extra traffic control devices in addition to the traffic control devices shown in the Traffic Control Plan or in the Field Manual.
- (2) Require additional traffic control devices for EXTRA WORK.
- (3) Require extended use for all traffic control devices which are impacted by excusable and compensable delays, as defined in MnDOT 1806.2B.
- (4) Negotiate compensation for a Lump Sum Payment.

S-39.2 MATERIALS

Devices must meet Contract requirements, quality standards detailed in the Field Manual, and be in functional and legible condition. Maintain sufficient crashworthy standards. Devices not meeting these requirements must be immediately replaced or repaired.

S-39.3 CONSTRUCTION REQUIREMENTS

Furnish the additional traffic control devices as ordered by the Engineer.

S-39.4 METHOD OF MEASUREMENT

Driven post supports and all mounting hardware for 48"X48" signs and Standard Signs are included in the Traffic Control Pay Item.

Standard Signs with Portable Supports will be calculated and paid for as follows: Total Standard Sign Sq. Ft. + Portable Support Cost (listed in Table SP2562-1) = Standard Signs with Portable Supports Cost per day.

Construction Sign-Special will be measured by the sign face area furnished, installed including supports, maintained, and removed. Install with square tube steel posts and slip bases meeting MASH crashworthy standards.

Flaggers and Police Officers will be measured by the number of hours each is in service on the job. The Police Officer must be properly uniformed including a reflectorized high-visibility safety vest and fully equipped including police car.

S-39.5 BASIS OF PAYMENT

The Department will not use the predetermined Unit Prices listed in Table SP2562-1 if payment for a device is specifically provided for elsewhere in the Contract.

A Devices, Flaggers and Police Officers:

The Engineer and Contractor are authorized to negotiate the terms of compensation for additional traffic control devices and extended use of traffic control devices. If the Engineer and Contractor are unable to agree on compensation using Contract Unit Prices or by negotiation, the Department will pay for traffic control devices according to the schedule of pre-determined prices in the following schedule:

Table SP2562-1
Additional Traffic Control Devices, Flaggers and Police Officers

Item Number	Item	Unit	Pre-determined Price
2562.602	Impact Attenuator*	Each	\$66.00
2562.603	Pedestrian Channelizer*	Linear Foot	\$0.32
2562.603	Portable Precast Concrete Barrier Design 8337*	Linear Foot	\$0.08
2562.610	Flagger	Hour	
2562.610	Police Officer†	Hour	
2562.613	Sidewalk Barricade	Unit Day	\$1.43
2562.613	Type III Barricade	Unit Day	\$2.59
2562.613	Flasher Type A (Low Intensity)	Unit Day	\$0.50
2562.613	Tubular Marker	Unit Day	\$0.43
2562.613	Type A Cone Channelizer	Unit Day	\$0.31
2562.613	Type A Weighted Channelizer	Unit Day	\$0.69
2562.613	Opposing Traffic Lane Divider	Unit Day	\$3.38
2562.613	Reflectorized Drum	Unit Day	\$0.86
2562.613	Flashing Arrow Board	Unit Day	\$33.73
2562.613	Portable Changeable Message Sign‡	Unit Day	\$75.00
2562.613	Vehicle Speed Feedback Sign	Unit Day	\$37.85
2562.613	48"X48" Sign	Unit Day	\$1.54
2562.613	48"X48" Sign with Supports	Unit Day	\$2.37
2562.613	Portable Sign Support	Unit Day	\$0.80
2562.618	Standard Sign*	Square Foot	\$0.24
2562.618	Construction Sign Special (Additional)	Square Foot	\$37.27
2562.613	Construction Sign Special (Extended Duration)*#	Square Foot	\$0.35
2562.613	Audible Message Device	Unit Day	\$1.11
2562.613	Temporary Pedestrian Ramp	Unit Day	\$7.25
2562.613	Portable Rumble Strips (set of 3)	Unit Day	\$50.00
* Item will be paid by the item unit per each day in use. Will be paid in accordance with MnDOT 1904.4A. † Will be paid at the invoice price plus 10%. ‡ Type C Trailer Mounted Message Sign. # Only to be paid when used for extended duration and a compensable delay is approved.			

B Labor and Equipment:

The Engineer and Contractor are authorized to negotiate the terms of compensation for labor and Equipment to furnish, install and remove additional traffic control devices listed in Table SP2562-1. If the Engineer and Contractor are unable to agree on compensation by negotiation, the Department will pay for labor and Equipment according to the following mileage-based method:

The Department will pay \$500.00 for the first 30 miles for mobilization and installation of additional traffic control devices. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional placement(s), round trip. The Department will pay a minimum of \$500.00.

The Department will pay \$2.40 per mile traveled over 30 miles. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional placement(s), round trip.

The Department will pay \$500.00 for the first 30 miles for de-mobilization and removal of additional traffic control devices. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional removal(s), round trip. The Department will pay a minimum of \$500.00.

The Department will pay \$2.40 per mile traveled over 30 miles. The Engineer will determine mileage based on the distance from the Traffic Control Contractor's closest office location to the Project limits (most direct route) plus mileage from the Project limits to the furthest location of the additional removal(s), round trip.

The Department will not pay for labor and Equipment for the installation/removal of additional traffic control devices when additional traffic control Work is combined with Plan-provided traffic control devices installation/removal during the original Contract period, unless a Contract revision meets the requirements listed in MnDOT 1402.3 and the Plan does not contain Item 2563.601 (Traffic Control).

The Department will not pay for labor and Equipment to inspect and maintain additional traffic control devices during the original Contract period, unless a Contract revision meets the requirements listed in MnDOT 1402.3 and the Plan does not contain Item 2563.601 (Traffic Control).

The Department will pay for labor and Equipment to inspect and maintain all traffic control devices when an extension of Contract Time is due to an excusable and compensable delay in accordance with MnDOT 1806.2B.

The Department will not pay for labor and Equipment to remove existing traffic control devices, provided under Section (2563) TRAFFIC CONTROL, when Contract Time is extended.

S-40 (2563) TRAFFIC CONTROL

REVISED 04/14/23 - MODIFIED

SP2020-195

S-40.1 DESCRIPTION

This Work consists of furnishing, installing, maintaining, and removing all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of the Work until Project Acceptance. Maintain roads and pedestrian facilities undergoing improvements in a condition that accommodates public traffic. Do not close roads or pedestrian facilities, except as authorized. The Engineer may modify the requirements for traffic control as deemed necessary.

The Department will maintain Detour Roads established by the Commissioner for through traffic diverted from the Project unless otherwise indicated in the Plan.

The use of maintenance crossovers in or near the construction area is permitted if authorized by the Engineer.

The Contractor is not responsible for snow removal from roads or pedestrian facilities open to public traffic. Do not suspend operations for the winter until meeting the requirements of 1803.4, "Temporary Suspensions". During authorized winter suspension, the Department will maintain traffic control devices. If traffic control devices are damaged or destroyed, the Department will pay the Contractor the value of the device as determined by the Engineer.

All temporary traffic management must conform to and be installed in accordance with:

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- the "Minnesota Temporary Traffic Control Field Manual" (Field Manual);

- the "Speed Limits in Work Zones Guidelines";
- the "Minnesota Flagging Handbook";
- the "MnDOT Standard Signs and Markings Manual";
- the Plan;
- all applicable standard Specifications and Special Provisions.

Manuals listed above may be found at: <http://www.dot.state.mn.us/trafficeng/publ/index.html>

S-40.2 MATERIALS

A Temporary Signs and Devices

Reflectorize all signs, paddles, and other traffic control devices including those used for daytime operations. Fabricate temporary rigid signs and devices with retroreflective sheeting material of the appropriate color listed on the Approved Products List (APL) for either "Sheeting for Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI)" or "Sheeting for Rigid Permanent Signs, Delineators, and Markers (Type IX and XI)". The sheeting Materials APL is located at the following link:

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

Inplace signs that still apply during temporary operations need no change in sign sheeting.

B Vehicle Conspicuity Tape

The Approved Products List for "Conspicuity Vehicle Sheeting (Type VII)" is found at:

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

C Truck/Trailer Mounted Attenuators

The Approved Products List for "Mobile Crash Attenuators" is found at:

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

D Drum Sheeting

On Projects requiring drums per MnDOT Standard Plate No. 8000 Temporary Channelizers – Type B, provide all drums with six-inch fluorescent orange and white sheeting material with no gap between sheeting layers.

E Crashworthy Signs, Traffic Control Devices, and Ballast

Signs and traffic control devices must be crashworthy and meet the crash testing requirements of the AASHTO Manual for Assessing Safety Hardware 2016 (MASH-16). The Department may require a letter of compliance stating that all signs and traffic control devices comply with MASH-16 requirements. The Letter of Compliance must include drawings of the different signs and devices along with a copy of the FHWA issued Letter of Eligibility or MnDOT MASH Crashworthy Evaluation.

See MnDOT Technical Memorandum No. 19-03-T-01 for information and timelines on the allowable use of crashworthy devices tested under NCHRP-350. <https://techmemos.dot.state.mn.us/techmemo.aspx>

The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during freezing conditions to prevent the sand from freezing. Place sandbags at the base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

S-40.3 CONSTRUCTION REQUIREMENTS

A Traffic Control Plan, Maintenance, and Inspection

- A.1 Submit a proposed traffic control Plan to the Engineer for acceptance if traffic control is not present in the Plan, or if the Contractor modifies the traffic control Plan. Submit the proposed traffic control Plan at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control modification until accepted by the Engineer.

- A.2 Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.
 - A.3 Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.
 - A.4 Provide the names, addresses, and phone numbers of at least three individuals responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.
 - A.5 Inspect all traffic control devices on a daily basis, including one nighttime inspection per week. Verify that the devices and pavement markings are placed in accordance with the Traffic Control Plan, these Special Provisions, and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement. Respond immediately to any call from the Engineer concerning any request for improving or correcting traffic control devices.
 - A.6 Make a daily log of required inspections. This log must indicate the date and time any changes in the stages, phases, or portions go into effect. The log must identify the location and verify that the devices and pavement markings are placed as directed or corrected in accordance with the Plan. The person making the inspection must sign the log and include the date and time of the entry. Provide copies of the inspection logs on a weekly basis and at the request of the Engineer.
- B Traffic Control Signs and Devices
- B.1 Roll-up signs are not allowed unless authorized by the Engineer.
 - B.2 Cover, modify, or remove all signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate. Sign covers must conform to the Typical Temporary Sign Covering Details Sheet found in the Plan or at the following link: <http://www.dot.state.mn.us/trafficeng/workzone/wz-ltta/pdf/tempsigncover.pdf>
 - B.3 Maintain Street identification signage at all times. Signs may be installed on temporary supports if the permanent sign Structures are affected by operations. This is necessary to maintain the 911 emergency system.
 - B.4 Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift.

When the proper location of a sign is on pavement, do not core through the surface. If there is a conflict with underground utilities, attempt to move the sign while maintaining its visibility to traffic. If it is not possible to drive posts into the ground, mount signs on portable supports as approved by the Engineer.

When signs are removed, the sign posts and stub posts must also be removed from the Right-of-way. Posts left in place for future use or removal at a later date must be properly delineated with tubular markers, flags, or other delineation as approved by the Engineer at no additional cost.

- B.5 Signs and Structures damaged by the Contractor shall be replaced at the Contractor's expense.
- C Traffic Safety
- C.1 Do not suspend material, Equipment, tools or personnel over lanes or pedestrian facilities open to traffic.
- C.2 Do not place Bridge deck concrete over lanes open to traffic or over active pedestrian facilities.
- C.3 Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.
- C.4 Do not store Materials or Equipment in the Work zone clear zone unless approved by the Engineer. If Materials or Equipment must be stored within the Work zone clear zone, protect with temporary barrier. If the Engineer agrees that temporary barrier is not practical, delineate with Type B channelizers.
- C.5 Do not park vehicles or construction Equipment in the clear zone or any location that obstructs traffic control devices. Workers are not allowed to park their private vehicles within the Project limits unless approved by the Engineer.
- C.6 Do not load or unload material or Equipment on the Shoulders of any Roadway without a full Shoulder closure using signs and channelizing devices shown on Layout 8 in the Field Manual.
- D High Visibility Apparel
- During night work or low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.
- All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360-degree visibility. A worker's high-visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.
- E Night Work
- Night work is not permitted on this Project without prior approval of the Engineer.
- F Vehicle Warning Light Specification
- All vehicles and Equipment operating in the trunk highway Right-of-way, must have operable warning lights that are amber in color and meet the appropriate SAE Specification. The SAE Specification requirements are as follows:

- (1) Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles- SAE Specification J845.
- (2) Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles - SAE Specification J595.

Details on SAE Specification can be found at: <http://www.dot.state.mn.us/const/wzs/lighting.html>

- G Lane Closure Requirements

- G.1 Temporary lane closures or other traffic restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted only during those hours and at those locations approved by the Engineer. Request temporary lane closures at least 24 hours prior to such closures.
- G.2 Work that will restrict or interfere with traffic shall not be performed between 12:00 noon on the day preceding and 9:00 A.M. on the day following any consecutive combination of a Saturday, Sunday and legal holiday.
- G.3 Place traffic control devices in any temporary lane closure that is adjacent to traffic and extends beyond 1000 feet as shown on Layout 61 of the Field Manual. When the lane closure is in place three days or longer, use only Type III barricades.
- G.4 Use Drum Channelizers in all lane closure tapers and in any shifts in traffic alignment.
- G.5 No center lane closures will be permitted.
- G.6 Maintain a minimum of two miles between temporary lane closures.
- G.7 Temporary lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.

S-40.4 METHOD OF MEASUREMENT

All traffic control required to complete the Project as shown in the Plans and specified in these Special Provisions will be made as a lump sum payment under Item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid items specifically listed in the Statement of Estimated Quantities.

Traffic Control layouts and devices not shown in the Plan or stated in these Special Provisions, that are necessary to facilitate traffic switches or for transitioning traffic from one stage to another, are included in the lump sum traffic control item. If the Contractor requests a change in traffic control and these changes are implemented, there will be no increase or decrease in the lump sum payment for traffic control. If the Engineer orders a change in traffic control because of a Plan error, omission, changed condition or change of Project scope, payment for such changes will be made as Extra Work.

If the Contractor fails to properly provide, install, maintain, or remove any of the required traffic control devices, the Department may correct the deficiency and to deduct the costs from any moneys due or becoming due to the Contractor in accordance with MnDOT 1512, "Unacceptable and Unauthorized Work".

S-40.5 BASIS OF PAYMENT

Partial payments for lump sum Item 2563.601 (Traffic Control) will be made in accordance with S-13 of the Special Provisions.

A Monetary Price Adjustments

The Department must apply incentives and disincentives and may apply monetary deductions for (2563) Traffic Control. The amounts of these adjustments are deemed reasonable.

If the Contractor fails to adhere to the established time schedules, the Department may assess a monetary adjustment of \$500.00 per hour for each hour or portion of an hour that the Engineer determines that the Contractor has not complied.

B Schedule

The Contract Unit Price for Traffic Control is compensation in full for Equipment, Materials and labor required to complete the Work.

The Department will pay for Traffic Control on the basis of the following schedule:

Item No.	Item	Unit
2563.601	Traffic Control	Lump Sum

S-41 (2574) SOIL PREPARATION

RESTORED 06/30/2023 - **MODIFIED**

SP2020-217

S-41.1 Delete the first paragraph of MnDOT 2574.3C and replace with the following:

Place and shape topsoil, including salvage material, to the depths as shown on the plans, loosen by tilling, rake smooth, and removal all rocks and debris exceeding 1 inch in length or diameter from the surface.

S-41.2 Replace MnDOT 2574.5, including MnDOT 2574.5A and 257.5B, "Basis of Payment":

Payment for all costs of soil preparation, as prescribed in the Drawings, shall be included in the Lump Sum payment for Turf Establishment, unless payment is specifically provided for in other Contract Bid items

S-42 (2575) ESTABLISHING VEGETATION AND CONTROLLING EROSION

RESTORED AND REVISED 06/30/23 - **MODIFIED**

SP2020-218

S-42.1 Delete the first sentence of MnDOT 2575.3K.5 "Mowing and Weed Spraying" and replace with the following:

Perform the work required to eliminate the growth of all noxious weeds, either on the areas seeded or sodded under this contract, until such time that the turf has been accepted by the Engineer.

S-42.2 Add the following to MnDOT 2575.3K.5 "Mowing and Weed Spraying

All areas seeded or sodded under this Contract shall be mowed by the Contractor on a regular basis until such time that the turf has been accepted by the Engineer.

S-42.3 Add the following to MnDOT 2575.3K "Maintenance":

K.6 Watering

All seeded and sodded areas under the contract shall be routinely and thoroughly watered by the Contractor until such time that the turf has been accepted by the Engineer. Watering shall be accomplished by the installation of a temporary irrigation system connected to hydrants or by a mobile equipment capable of saturating the soil. Contractor must make multiple passes with mobile equipment such that water saturates the soil and does not just wet the soil surface. The Owner will not charge the contractor for used from the municipal water distribution system for purposes of watering turf.

S-42.4 Delete the provisions of MnDOT 2575.3.L "Turf Establishment" and replace with the following:

L Turf Establishment

Turf establishment by a lump sum is for establishing permanent vegetation on small areas typically less than 5 acres, but occasionally larger areas, per the Contract requirements. This work shall include soil preparation (including soil bed preparation, subsoiling, topsoil preparation), fertilizer, seed (or sod if specified), mulch, and all required maintenance of the turf until accepted by the Engineer.

Unless otherwise shown on the plans, establish vegetative cover by seeding in accordance with the following: Prepare the areas of restoration by soil bed preparation, subsoiling, and topsoil preparation in accordance with MnDOT 2574; Fertilize the areas with type 3, slow release fertilizer in accordance with 3881.2.B3 at a rate derived from a topsoil fertility test; seed with mixture 25 131 as specified in 3876; place Hydraulic Mulch on slopes less than 1:3 and Bonded Fiber Matrix or Category 25N Rolled Erosion Prevention blanket on slopes 1:3 or steeper; and provide maintenance (including watering, weed control, and mowing) in accordance with MnDOT 2575.3.K5 and 2575.3K6 for the specified maintenance period or until turf is accepted by Engineer in accordance with MnDOT 2575.3.N.1.

S-42.5 Delete the provisions of MnDOT 2575.3N.1 "Acceptance of Seeding" and replace with the following:

N.1 Seeding

The Engineer will assess the condition of the turf for acceptance 30 days after planting during the seeding dates specified in MnDOT 2575.2A.2. Growing periods outside of the specified seeding dates will not count towards the 30-day assessment. Areas that show a healthy, uniform, weed-free, with a minimum 70% ground cover of grass vegetation will be accepted by the Engineer. Acceptance will be at the sole discretion of the Engineer. In lieu of replacement, the Engineer may extend the maintenance period if believed that additional maintenance such as fertilizing, watering, or other Contractor actions can bring the turf to an acceptable condition. All replaced areas of turf shall be subject to the same maintenance and acceptance provisions of specified herein.

S-42.6 Add the following to the provisions of MnDOT 2575.5 "Basis of Payment":

S-42.7 Delete the provisions of MnDOT 2575.5(I), "Turf Establishment" and replace with the following:

J Turf Establishment

The contract unit price includes all labor, equipment, and material to complete the work as specified. The cost of restoring disturbed areas includes soil bed preparation, subsoiling, seeding, fertilizing, mulching, maintenance, and establishment of acceptable vegetative cover. Fifty percent (50%) of the lump sum payment will be made upon completion of initial turf establishment activities. The remaining 50% will be paid upon completion of turf maintenance (weed control, mowing, and watering) and acceptance of turf by the Engineer.

S-42.8 Delete the provisions of MnDOT 2575.5(J), "Mowing and Weed Control" and replace with the following:

K Mowing, Weed Control, and Watering

Payment for all costs of mowing, weed control, and watering shall be included in the lump sum payment for Turf Establishment, unless payment is specifically provided for in other Contract Bid items.

S-43 (3601) RIPRAP MATERIAL

RESTORED 06/30/23

SP2020-232

S-43.1 Add the following to MnDOT 3601.2:

F. Geotextile Filter Material

Provide geotextile filter material, meeting the requirements of 3733 and the following:

- (1) Type 3 for use under Class I and Class II random riprap
- (2) Type 4 for use under Class III and Class IV random riprap and hand-placed riprap on slopes no steeper than 3:1, horizontal to vertical
- (3) Type 7 for use under Class III and Class IV random riprap on slopes steeper than 3:1, horizontal to vertical, and under Class V random riprap

S-43.2 Add the following to MnDOT 3601.3:

An approved Quality Control Program is required for riprap derived from Carbonate quarries if used for Bridge protection or quantities greater than 100 cubic yards. The Quality Control program is administered by the MnDOT Geology Unit.

S-44 (3877) TOPSOIL MATERIAL

MODIFICATION

S-44.1 Modify MnDOT Table 3877-1 "Common Topsoil Borrow Requirements" such that the largest materials size dimension not to exceed 1.0 inches. All topsoil borrow shall be mechanically screened prior to deliver to the project site.

S-44.2 Add the following to MnDOT 3877.2.A:

Topsoil borrow shall not, in the opinion of the engineer, have a strong noxious/foul odor such as manure or other highly organic sources originating from feedlots, farm waste or other such sources.

S-45 (3885) ROLLED EROSION PREVENTION PRODUCTS

RESTORED AND REVISED 06/30/23

SP2020-234

S-45.1 Delete and replace Tables 3885.2-1, 3885.2-2, and 3885.2-5 of MnDOT 3885.2A with the following:

Table 3885.2-1
Temporary, Straw-based Products

Criteria	Category 10	Category 20	Category 30
Net Number (upper/lower)	1	2	2
Fiber Fill Material	100 percent Straw	100 percent Straw	70 percent Straw, 30 percent Coconut/hemp
Mass, minimum*‡ (pound per square yard)	0.43	0.43	0.42
Reported Fiber Length, 80 percent greater than (inch)	3	3	3
Reported Functional Longevity, 75 percent remaining (month)	3	4.5	9
Reported Target Service Life (month)	4	9	12
Permissible shear, unvegetated# (pound per square foot)	1.50	1.75	2.00
Flow, probable maximum# (feet per second)	4.5	6	8
Machine Direction (MD) Tensile Strength, minimum§ (pounds per foot)	70	160	160
TD Tensile Strength, minimum§ (pounds per foot)	50	110	150
Permissible Anchor Type	Wood or biodegradable plant-based plastic barbed, glue, U, or round head metal, 11-13 gage	U or round head metal, 11-13 gage, Washer/60D (6 inches) Nail†	Helical twist pin, Washer/60D (6 inches) Nail†
Minimum anchor embedment length	4 inches	6 inches	8 inches

Criteria	Category 10	Category 20	Category 30
<p>* Dry mass at the time of manufacture following ASTM protocols.</p> <p> Biodegradable means the product will decompose under ambient soil conditions into carbon dioxide, water, and other naturally occurring materials within one year of installation.</p> <p>† Winter Utilization.</p> <p>‡ ASTM D6475, <i>Mass per Unit Area of Erosion Control Blankets</i>.</p> <p># ASTM D6460, <i>Performance in Protecting Earthen Channels from Stormwater-Induced Erosion</i>.</p> <p>§ ASTM D6818, <i>Ultimate Tensile Properties of Rolled Erosion Control Products</i>.</p>			

Table 3885.2-2
Temporary, Wood Fiber Based Products

Criteria	Category 15	Category 25	Category 35	Category 45
Net Number (upper/lower)	Netless	2	2	2
Fiber Fill Material	100 percent Cellulose, Agricultural products, hemp, wood	100 percent Wood* Fiber	100 percent Wood* Fiber	100 percent Wood* Fiber
Mass, minimum # (pound per square yard)	0.40	0.57	0.76	1.25
Reported Fiber Length, 80 percent greater than (inch)	Varies, 0.5 to 6	6	6	6
Reported Functional Longevity, 75 percent remaining (month)	1.5	6	12	24
Reported Target Service Life (month)	3	12	24	36
Permissible shear, unvegetated§ (pound per square foot)	1.00	2.10	2.50	3.25
Flow, probable maximum§ (feet per second)	2	7	8	11
MD Tensile Strength, minimum** (pounds per foot)	4	160	160	160
TD Tensile Strength, minimum** (pounds per foot)	4	110	110	110

Criteria	Category 15	Category 25	Category 35	Category 45
Permissible Anchor Type	Wood or biodegradable† plant-based plastic barbed, glue U or round head metal 11-13 gage	U or round head metal, 11-13 gage, Washer/60D (6 inches) Nail‡	Helical twist pin, Washer/60D (6 inches) Nail‡	Helical twist pin, Washer/60D (6 inches) Nail‡
Minimum anchor embedment length	4 inches	6 inches	8 inches	10 inches
<p>* Derived from hardwood (Aspen spp.) or softwoods (pine). Dry mass at the time of manufacture following ASTM protocols. † Biodegradable means the product will decompose under ambient soil conditions into carbon dioxide, water, and other naturally occurring materials within one year of installation. ‡ Winter Utilization. # ASTM D6475, <i>Mass per Unit Area of Erosion Control Blankets</i>. § ASTM D6460, <i>Performance in Protecting Earthen Channels from Stormwater-Induced Erosion</i>. ** ASTM D6818, <i>Ultimate Tensile Properties of Rolled Erosion Control Products</i>.</p>				

Table 3885.2-5
Permanent, Synthetic-based, Soil or Organic Fiber Media Filled Products

Criteria	Category 70	Category 72	Category 74	Category 76
Net Number* (upper/lower)	TRM	TRM	TRM	TRM
Fill Material	3877.2C "Sandy Clay Loam Topsoil Borrow," 3890.2B "Grade 2 Compost" 3884.2B.1 "Organic Fiber Matrix (OFM)"			
Mass, minimum † (pound per square yard)	0.5	0.5	0.5	1.2
80 percent test chamber strength retained ‡ (hours)	500	1000	3000	3000
Target Service Life ‡	Permanent	Permanent	Permanent	Permanent
Shear, unvegetated, minimum # (pound per square foot)	2.00	2.25	2.50	2.75
Shear, vegetated, minimum # (pound per square foot)	6	8	10	12
MD Tensile Strength, minimum § (pounds per foot)	150	240	1400	3000
TD Tensile Strength, minimum § (pounds per foot)	130	200	1100	3000
Permissible Anchor Type	Helical twist metal hooks, Hooked No. 4 rebar, tension cable	Helical twist metal hooks, Hooked No. 4 rebar, tension cable	Tension cable per manufacturer specification	Tension cable per manufacturer specification
Minimum anchor embedment length ##	18 inches	18 inches	18 inches	18 inches

Criteria	Category 70	Category 72	Category 74	Category 76
<p>*Provide mats with cells at least 3/8 – 3/4 inch in depth to allow soil filling and retention, composed of nylon, polypropylene, polyolefin, polyester, or rust inhibited metal.</p> <p> See 2575 “Establishing Vegetation and Controlling Erosion” for approximate fill quantities to achieve a 0.5 – 1 inch layer filling all voids within product surface.</p> <p>† ASTM D6566 Mass Per Unit Area of Turf Reinforcement Mats</p> <p>‡ ASTM D4355 Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus</p> <p># ASTM D6460 Performance in Protecting Earthen Channels from Stormwater-Induced Erosion. Provide either vegetated or un-vegetated test results showing product meets the minimum criteria for that test. Some data may be extrapolated to show the upper value for vegetation establishment.</p> <p>## Minimum anchor embedment length may be reduced for anchors that are an alternative to straight pins or to account for site specific soil conditions.</p> <p>§ ASTM D6818 Ultimate Tensile Properties of Rolled Erosion Control Products</p> <p>TRM products must have an average opening size sufficient for allowing introduction of soil or organic growth medium fill and to allow plant roots and shoots to grow through. Product texture must be rough enough to prevent soil from sliding off.</p>				

S-46 (3886) SILT FENCE

RESTORED 06/30/23

SP2020-235

S-46.1 Delete and replace Table 3886.2-1 of MnDOT 3886.2A with the following:

Table 3886.2-1
Silt Fence Requirements

Silt Fence Type	Minimum Width, inches	Grab Tensile (machine direction), pounds *	Apparent Opening Size	Puncture Strength †	UV Stability, 500 hour, percent ‡	MAX Permittivity #	Maximum Flow Rates, GPM/square foot
MS, HI woven geotextile §	36	130	No. 30 Sieve	—	70	1.0 s ⁻¹	130
PA woven geotextile	36	100	No. 30 Sieve	—	70	0.1 s ⁻¹	5
SD woven or nonwoven geotextile **	36	100	—	—	70	—	—
TB polyester or polyvinyl Fabric	60	200	—	90 pounds	70	0	0

Values in the table are Minimum Average Roll Values (MARV).

* ASTM D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

|| ASTM D4751, Standard Test Methods for Determining Apparent Opening Size of a Geotextile, Maximum average roll value.

† ASTM D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.

‡ ASTM D4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus.

ASTM D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

§ Provide MS, HI woven geotextile with monofilament in both directions. Do not make substitutions.
 ** Meeting 3733, "Geosynthetic Materials," Types 3, 4, 5, or 7, or poly/poly-reinforced sheeting meeting 3888, "Poly Sheeting" of variable width.

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 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

☐ **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

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

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

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 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 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

Email: withholding.tax@state.mn.us

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

This information is available in alternate formats.



Form SDE, Exemption from Surety Deposits for Non-Minnesota Contractors

Please type or print clearly.

Non-Minnesota Contractor			Minnesota Tax ID Number	
Address			Contact Person	
City	State	ZIP Code	Daytime Phone	Email Address

Name of Contract Owner		Contact Person		Daytime Phone
Contract Owner's Address		City	State	ZIP Code
Project Number	Project Location Address	City	State	ZIP Code
Total Contract Amount		Contract Start Date		Projected Contract Completion Date

I request exemption from surety deposits under Minnesota Statute 290.9705 for this reason (check one box only):

- ☐ I have a bond secured by an insurance company licensed in Minnesota. Attach Form SDB, *Non-Minnesota Contractor's Bond*.
- ☐ I have a cash surety. Bank or other financial institution: _____ Account number: _____
- ☐ I have done construction work in Minnesota during the past three calendar years and have fully complied with Minnesota income, sales and use, corporate franchise, and withholding tax laws during that time.

I hereby certify that I have the legal authority to sign this form on behalf of the Non-Minnesota Contractor, and that the information is correct and complete to the best of my knowledge and belief. I authorize the Minnesota Department of Revenue: 1) to disclose pertinent return information to the Surety Company that issued the bond for this project if needed in order to collect on the bond; and 2) to disclose pertinent return information to the Contract Owner for this project if needed concerning the surety deposit and its withholding.

Non-Minnesota Contractor's Signature	Title	Date
--------------------------------------	-------	------

Email or mail this completed form to:

Email: Contractor.Compliance@state.mn.us

Mail: Minnesota Department of Revenue
Mail Station 6501
600 N. Robert St.
St. Paul, MN 55146-6501

Form SDE Instructions

When to Complete Form SDE

Complete and file Form SDE, *Exemption from Surety Deposits for Non-Minnesota Contractors*, with the Minnesota Department of Revenue before starting a construction project in Minnesota if all of these apply:

- You are a non-Minnesota construction contractor
- You have one or more contracts expected to exceed \$50,000 for construction work done in Minnesota
- You qualify for a surety deposit exemption (see Exemption Requirements)

You must have a Minnesota Tax ID Number to request an exemption. If you do not have a Minnesota Tax ID number:

- Apply online at www.revenue.state.mn.us
- Call the department at 651-282-5225 or 1-800-657-3605

Surety Deposit Requirement

If a business or government agency hires or contracts with you, they must withhold 8% (.08) from their payments to you as a Minnesota surety deposit if both of these apply:

- The work is being performed in Minnesota
- Total payments on the contract will exceed \$50,000

Note: All payments – including the first \$50,000 – are subject to the 8% withholding.

Exemption Requirements

You may qualify for an exemption from the surety deposit requirements if one of these is true:

- You have done construction work in Minnesota during the past three calendar years and have filed all returns and paid all amounts due, including Minnesota income, withholding, corporate franchise, and sales and use tax.
- You give the department a bond that is secured by an insurance company licensed in Minnesota and is equal to 8% of the contract amount. The bond remains in effect until you satisfy all tax liabilities. You may complete Form SDB, Non-Minnesota Contractor's Bond, to send this bond to the department.
- You give the department a cash surety. A cash surety is evidence of a savings account, deposit, or certificate of deposit in, or issued by, a state bank, national bank, or savings and loan association doing business in Minnesota. You may keep any interest and dividends earned on the principal amount.

If You're Exempt

If you qualify for an exemption, we will send you a Surety Deposit Withholding Waiver. Make a copy for your records and give the original letter to the business or government agency you are working for.

If You're Not Exempt

If you do not qualify for an exemption, the business or government agency you are working for must withhold and remit 8% of each payment to you.

To have the deposits refunded to you, complete Form SDR, *Refund of Surety Deposits for Non-Minnesota Contractors*. If we determine that you have complied with all applicable Minnesota income, withholding, and sales and use tax laws for the periods covered by the deposit, we will send you a refund plus interest.

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

Email: withholding.tax@state.mn.us

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

This information is available in alternate formats.

Use of Information

The information you enter on this form may be private or nonpublic under state law. We use it to determine if you qualify for a surety deposit exemption under Minn. Stat. § 290.9705. You are not required to provide the information requested; however, we are unable to process the exemption from surety deposits unless the form is complete. We cannot share any such private or nonpublic information without your written consent, authorization by law, or court order.

2024

SALT Schedule of Materials Control



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Introduction

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.

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 test 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.

*****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 for your federal aid project.**

Definitions

[Schedule of Materials Control](#)

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled and tested. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

[Approved/ Qualified 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. Testing may still be on at the Engineers discretion.

[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 “approved/ 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. All testing shall be performed by a certified tester.

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. All testing shall be performed by a certified tester.

Verification Testing: Sampling and testing performed as called out herein to validate the quality of the product(s). **Part of QA.**

Material Acceptance Summary



STATE AID FOR LOCAL TRANSPORTATION MATERIAL ACCEPTANCE SUMMARY

Rev. February 2019

SP/SAP(s)

[illegible]

* This item is hereby accepted by the Engineer as materially compliant for use on this project per the terms of specification 1501.1, subset (1).

Approved by Project Engineer: _____ Date: _____
Print Name: _____ Phone: _____

For an electronic Word version of this form, please visit the State Aid Construction webpage at:
https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19623193

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. This shall be provided at the precon.

	Type of Test	Spec Section (1)	Contractor / Producer – QC Testing Rates	Agency – QA Testing Rates
Start-Up Testing Rates for the 1 st 2000 tons (2)	Bulk Specific Gravity	2360.2.G.7.b	1 test per 500 tons 55 lb. sample 3 full cylinder molds (7)	(3) (10) 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 (calculated)	2360.2.G.7.a/f	1 test per 1000 tons (4) (5) (6) (7)	
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g		
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h		
Added AC/Total AC Ratio (calculated)	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 (7)	(3) (10) 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) (7)	
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	(4) (6) (7)	
	TSR	2360.2.G.7.i	When directed by the Engineer	
	Aggregate Specific Gravity	2360.2.G.7.j		
	Mixture Moisture Content	2360.2.G.7.k	As directed by the Engineer	
	Asphalt Binder (QA ONLY)	2360	(8) 1 qt. steel container for asphalt binder	
	Asphalt Emulsion (QA ONLY)	2357	(9) ½ gal plastic container for asphalt emulsion. (Tack)	
	Compaction / Density Requirements	2360.3.D	Review special provisions	
	Small Quantity Requirements	< 500 tons per project may be accepted by the Engineer without testing.		

NOTES: Testing rates are minimum rates; additional testing is encouraged to ensure a quality product.

- (1) Review Special Provisions & 2360.2G Mixture Quality Management.
- (2) The testing rates apply only to mixtures that have not been tested on previous projects in the current year.
- (3) The Agency shall witness a minimum of 1 (one) complete QC mixture sampling, splitting and test per day. The Agency shall take possession of all split QA samples immediately. The Agency shall randomly submit one QA split sample to the District Lab for Verification testing and inform with contractor the following day of test number. Additional verification samples can be taken at any time or location. When additional verification samples are taken, the contractor must test the Verification Companion split of this sample and include the results in the QC program.
- (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/ day for a minimum of 2 days, then 1/day if CAA is met. If CAA > 8% of requirement, 1 sample/ day but test 1/ week. No testing required 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/ day but test 1/week.
- (7) Random number generation and determination of random sample location shall be consistent with Section 5 of ASTM D3665. The Engineer may approve alternate methods of random number generation.
- (8) **During Asphalt Mixture Production (Field Verification):** Shall be from a certified supplier. Obtain asphalt binder samples from a sampling valve located between the pump and the drum. Contractor personnel shall obtain samples, under the observation of a department representative, by random selection from shipments of material at the project site. The samples shall be taken from the first load and subsequently 1 per 1000 tons of liquid asphalt binder for each supplier and grade of asphalt binder per contract. For contracts with less than approximately 25 tons (one truck transport) of asphalt binder, sampling may be waived. A minimum of 1 gallon of binder must be drawn and wasted from the sampling valve before the actual sample is drawn. Sample shall be sent in for verification testing.
- (9) **During Mixture Production (Field Verification):** Shall be from a certified supplier. The Contractor shall sample first shipment, then submit 1 per 50,000 gallons. Sample emulsified asphalt in clean ½ gallon plastic container with wide screw top and send to MnDOT Chemical Lab within 7 days of sampling. Sample all emulsified asphalt from the distributor. Sample shall be sent in for verification testing. No Samples required unless directed by the Engineer.
- (10) Conduct random belt samples and test for aggregate quality as directed by the Engineer.

Bituminous Specialty Items

Type of Test	Spec	Contractor/Producer – QC Testing Rates	Agency- QA Testing Rates
Gradation	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)	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.
% Crushing – CAA	2363	1 per 1,000 Ton with a minimum 1 per day.	1 per day from gradation test. 35 lbs.
PASSRC & PASB	3139.3		
Moisture / Aggregate	2354	Machine Hopper: 1/500 Tons (min 3/day)	1/day 2lbs
Micro-Surfacing	3139.5		
Sand Equivalence	2354	1/day	Test at Engineer discretion, 25 lbs.
Micro-Surfacing			
Flakiness Index	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			
Bituminous Mixture	2353	1/500 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	Tests , %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 drain down. Copy MDR to Project Engineer and Grading & Base Engineer.
Asphalt Binder Tests		Asphalt Emulsion List	Asphalt Binder List
UTBWC	2353 3151	Asphalt Binder: Sample first load, then 1/250,000 gallons. Sample size of 1 quart metal container. Emulsified Asphalt: Sample first load, then 1/50,000 gallons. Sample size of ½ gallon wide screw top plastic container.	
Micro-Surfacing	2354		
Seal Coat, Underseal & Otta Seal	2356		
Tack Coat	2357		
PASSRC & PASB	3151		
Asphalt Binder Rate	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		

Specification 2215 – Cold Inplace Recycling (CIR), Stabilized Full Depth Reclamation (SFDR) and Cold Central Plant Recycling Bituminous (CCPR)

Test Type	Contractor/Producer QC Testing Rates	Agency QA Testing Rates	Grading & Base Manual/Form
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", ¾", 3/8", #4, #10, #30.
Gradation (Simple) (Material to be stabilized)	1 per mile for SFDR & CIR. 1 per 2,000 ton for CCPR.	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
CIR & SFDR Depth Check – Unstabilized and Stabilized	None	1 per day	.284 / 401
SFDR & CCPR Moisture – before injecting with bituminous.	1 per mile of anticipated daily production and after rain. 1 per mile for SFDR after mechanical drying.	Run moisture at the discretion of the Engineer	.245 Speedy tester not allowed.
Penetration Index (DCP) – SFDR only Unstabilized.	2 per mile	1 per 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 mile of daily anticipated SFDR & one after rain 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	10 per lane mile, (see note below).	Observe the Contractor.	.282
Control Strip: SFDR Stabilized and CIR	Minimum of once per project	Observe the Contractor.	
Bituminous Material Samples		. 1 per 50,000 gallons; sample first load	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.	.285
Moisture (stabilized) – before placement of next layer during curing.	2 per day until moisture stabilizes & placement of HMA.	None	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 4)

		Material Type	Spec.	Contractor / Producer QC Testing Rates	Minimum Required Agency QA Testing Rates	Verification Testing Sample
Gradation Testing (2) (3)		Aggregate Surfacing	3138	1 / 1,000 CY (CV) stockpile gradation only required for material on hand.	> 250 yd ³ (CV) or 500 Tons and < 2000 yd ³ (CV) or 4000 tons. Material is a minimum of one lot (5). Test two random samples from each lot and average. > 2000 yd ³ (CV) or 4000 Tons. Divide into lots with lot size (5) no greater than 2000 yd ³ (CV) or 4000 Tons. Test two random samples from each lot and average.	1/source 30 lb.
		Aggregate Base	3138			
		Shoulder Base Aggregate	3138			
		Drainable Aggregate Base (OGAB & DSB)	3136			
		Granular and Select Granular Material (borrow/embankment)	3149.2B	1/10,000 CY (CV) only required for material on hand.	1/40,000 yd ³ (CV)	1/source 30 lb.
		Stabilizing Aggregate	3149.2C			
		Reclamation FDR	3135.2B	None	Test at Engineer's discretion. Inspect for oversize chunks (+3"), after the motor grader has overturned the material	None
		Granular Filter	3601.2B	1/source – before delivery on the project. Only required for materials on hand. Spec 1906.2	1/ source	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	Specified Density *	Non-Granular Material Used to determine optimum moisture & maximum density.	2106 3149	None	1 per major soil, subgrade prep specified density requires 100% of proctor density.	1 sample 25 lb.
Sand Cone, Nuclear Density or LWD		Non-Granular Material For non-granular material, i.e., material that does not meet 3149.2B.1		AGENCY TESTING: Roadway Embankment: One test per 4,000 yd ³ (CV) <u>or if test rolled, One test per 10,000 yd³ (CV)</u> Transverse culverts & abutments: 1 test per every 2 feet of fill. Structures and Longitudinal Trenches: One test per 300 feet of each structure per 2 feet per fill. Sidewalks and Trails: 1 per 500 feet. Subgrade Preparation: One per 25 road stations.		

Grading and Base Construction Items (2 of 4)

Material Type		Spec.	Contractor / Producer QC Testing Rates	Minimum Required Agency QA Testing Rates	Verification Testing Sample
Penetration Index Method (DCP) or LWD *	Aggregate Base	3138 2211.3C	None	1 DCP tests per 500 yd ³ (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 yd3 (CV) or 3000 Tons.	None
	Shoulder Base Aggregate				
	Reclamation FDR	3135.2B 2215.2C		1 DCP test per 3,000 yd ² . If test rolled, 1 test / 10,000 yd ²	
	Walks & Trails	2521		1 per 500 feet of Sidewalk or Trail	
	Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2B	AGENCY TESTING: Roadway Embankment: One test per 2,000 yd3 (CV) <u>or if test rolled, One test per 6,000 yd3 (CV)</u> Transverse culverts & abutments: 1 test per every 2 feet of fill. Structures and Longitudinal Trenches: One test per 300 feet of each structure per 2 feet per fill. Sidewalks and Trails: 1 per 500 feet. Subgrade Preparation: One per 25 road stations.		
Moisture Content Test During All Compaction Methods (4)	Aggregate Base, Shoulder, Surfacing & Walks	3138	None	For 2118, 2211,2221, and 2521: 1 / 1,000 yd3 up to 10 Maximum	None
	Drainable Aggregate Base (OGAB & DSB)			For 2451: 1 per structure, for multiple adjacent structures, may test once, use judgement For Quality Compaction: Test as directed by Engineer.	
	Reclamation FDR	3135.2B	None	1 / 20,000 yd ²	
	All Embankment Materials	2106 3149	None	1/10,000 yd3 up to 10 Maximum For Quality Compaction: Test as directed by Engineer.	
	Subgrade Preparation	2106 3149		1 per 25 road stations For Quality Compaction: Test as directed by Engineer.	
Percent Crushing	Particle Count (1)	1906.2	1 required for Material on hand	1/source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B).	1 / source
Quality	Aggregate Quality Tests	3138 3149 3601	1 required for material on hand, Spec 1906.2	1/ source unless directed by Engineer	1 / source 30lb
Depth Check	Reclamation FDR	3135.2B	1/Mile.	1 per day unless directed by Engineer	

Material Type		Spec.	Contractor / Producer QC Testing Rates	Minimum Required Agency QA Testing Rates	Verification Testing Sample
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 <ul style="list-style-type: none"> • Subgrade • Base layers (2211) • Non-Stabilized FDR (2215) • Granular layers not meeting the requirements of 3149.2B2 (2106) • Minimum 12' width and 300' length. Agency to observe test rolling. 		

Verification Testing Samples are companion split samples to the QA sample:

- Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.
- Include the laboratory companion with the first field sample.
- Include the field sample results with the laboratory sample.
- Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
- Carbonate aggregate materials require 50 lb. samples for the laboratory testing.

NOTES:

(1) Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.

(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.

(3) The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

(4) For quality compaction per spec 2106.3G.2, test at Engineer's discretion.

(5) Lot sizes may be adjusted by the Engineer. This may be good practice if parts of the project are taking place in separate areas or at separate times, such as many turn lane or excavation areas or separate project stages.

* Review the Special Provisions. The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

NOTES:

Conversions: 1 ton = 0.55 yd³ (CV), 1 ton = 0.7 yd³ (LV), 1 yd³ (CV) = 1.8 tons.

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

Less than 500 tons (250 CY) may be accepted by the Engineer without testing.

Grading and Base Construction Items (4 of 4)

Guidelines for Required Crushing & Aggregate Quality Tests

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

Testing procedures in the [Grading & Base Manual](#).

Forms and worksheets at the [Grading & Base website](#).

Gradation worksheets at the [SALT Construction website](#).

****MAKE SURE TO FILL OUT THE REQUIRED PRELIMINARY AND FINAL GRADING AND BASE REPORTS AND SUBMIT TO PROJECT ENGINEER.****

http://www.dot.state.mn.us/materials/gradingandbasedocs/Forms/form001_08_043019.xlsx

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 (Concrete Manual)	Contractor / Producer QC Testing Rates				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	Gradation (5-694.145) (5-694.148) 3126, 3131, 3137	For all JMF's & Bridge Deck Mix Designs Daily Concrete Quantity: 1 per fraction per source per day between 20 – 400 yd³ . If over 400 yd3 per day, take a second gradation after the DAILY total exceeds 400 yd3. Bridge Deck Concrete must have passing gradations prior to mixing.				Concrete Agg. Work sheet, Agg. Grad. Control Charts, R-M Plant QC workbook. R-M Plant QA Workbook
		For all other mix designs, Weekly Concrete Quantity: 1 per fraction per source per week between 20 – 400 yd³ . If over 400 yd3 produced per week, take a second gradation after the WEEKLY total exceeds 400yd3.				
		Department Plant Monitor Testing Rates: Verification only Verification Sample: When weekly concrete quantity is ≥ 20 yd³: 1 per fraction per source per week, split and tested by both Agency and Contractor				
	Moisture Content (5-694.142)	QC rates:	1 every 4 hours When Daily Concrete Quantity ≥ 20 yd³	QA rates:	None	
	Test Type	Agency QA Testing Rates (1)				
	Aggregate Quality (5-694.146)	Minimum of 1 per each fraction - use of MnDOT test results for the same 30-day time period is acceptable. For all bridge deck concrete poured during the month: Test monthly quality to 3137.2D2 for each coarse aggregate fraction. Designate 3137.2D2 on the sample card. Gradation results will be included with the monthly quality tests.				
	Coarse Aggregate (% Passing 200) (5-694.146)					
	Minimum Aggregate Sample Size All Aggregate Gradation and Quality samples require companions, double sample size					
	Aggregate Size	Gradation	Quality	Moisture	% -200 Course.Agg.	
	3/4" Plus, #4	30 lb.	50 lb.	2000 g	5000 g	
	3/4" Minus, #67	10 lb.	30 lb.	2000 g	2500 g	
	#7, CA-70	6 lb.	20 lb.	2000 g	2500 g	
	CIA to meet #67	6 lb.	20 lb.	500 g	500 g	
	CIA to meet JMF, FIA, CS, FS	500 g	20 lb.	500 g	500 g	
	CA-80, #89	1.1 lb. (500 g)	20 lb.	500 g	500 g	
	Fine Aggregate	1.1 lb. (500 g)	20 lb.	500 g	-	

Certified Ready-Mix Concrete (2 of 3)

Spec.		Test Type	Agency QA Testing Rates (1)	Form
bridge 2406.2 2411.2 2461.2 2461.3	Concrete Field-Testing Rates	<u>Sampling Locations for Air, Slump (when required), Temperature and Cylinder Testing</u> First load each day per mix - Take sample after discharging approximately 1/4 yd3, stop further discharge until both slump and air content test are completed. The first load of concrete <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. Take all tests at the point of placement. Subsequent tests - Sample from the middle portion of the load.		
		Air Content - Type 3 Concrete (5-694.541)	1 test per 100 yd3. 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 yd3. 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.	
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		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.	<u>General Concrete Grades F, G, M, P, and R</u> : 1 set of 3 cylinders per 300 yd3 per mix per day.	2409 Concrete Cylinder ID Card
			<u>Bridge Concrete Grades B, S, and Y</u> : 1 set of 3 cylinders per 100 yd3, then 1 set of 3 cylinders per 300 yd3 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.	

NOTES:

(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 20 yd3 per day, 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.

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.

Guidelines

- 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.
- All samples shall be taken in a random manner using an appropriate number generator.
- The first load of concrete for any pour must have passing air content and slump results, prior to placing.
- 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.
- If any field test fails, reject the concrete or if the Producer adjusts 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.
- 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.

Best practices

- 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).
- 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.
- 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.
- 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 sources 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/Certified Products List are not required to be sampled but need to be listed on the Material Acceptance Summary detailed in the SALT SMC. Samples can be submitted as directed by the Engineer.

Concrete Plant Batching Materials	Material	Spec. No.	Agency QA Field Sampling Rate	Form No.
	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 f 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 supplier’s 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 of Air Entrainment and Type A Water Reducer in a 1/2-pint plastic container provided by the Agency when the plant is certified. Take additional samples if the plant changes sources or as the contract requires. The Producer should agitate the admixture tank prior to obtaining samples form dispensing tubes and store the samples in sealed plastic containers provided by the Agency.	2410 Sample ID Card
	Water	3906	1 Non-Potable Water sample in a 1-gallon clean glass or plastic container from a questionable source. Clarified Water: 1 per month during Department production	
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 source. Link to Approved Products List.	
	Silicone Joint Sealer	3722		
	Hot Poured Elastomeric Type	3723 3725		
	Burlap	3751	Visual Inspection	
	Colored Concrete Membrane Curing Compound	3752	Visual Inspection - Use only from qualified source.	
	Membrane Curing Compound	3753 3754 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.			

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	Form
Gradation (1) (5-694.145) (5-694.148)	3126 3131 3137	Daily Concrete Quantity ≥ 500 Agency QA Testing Rates: Verification only Verification Sample: -, *1 per fraction per source per day, split and tested by both Agency and Contractor	Daily Concrete Quantity ≥ 100 yd3 Agency QA Testing Rates: Verification only Verification Sample: -, *1 per fraction per source per week, split and tested by both Agency and Contractor	JMF Concrete Aggregate Workbook
Aggregate Moisture - QC Verification (2) (5-694.142)	2301	If w/c incentives apply: 1 per 1000 yd3 or every 4 hours, whichever is greater. Take initial sample within the first 250 yd3.	If w/c incentives apply: 1 per 200 yd3 or every 4 hours, whichever is greater. Take initial sample within the first 100 yd3.	Concrete W/C Ratio Work sheet
Water Content, Microwave Oven Verification (3) (5-694.532)	2301	Take initial sample within the first 250 yd3. At least one additional verification test should be taken if more than 1000 yd3 is produced in a day.	Take initial sample within the first 100 yd3. At least one additional verification test should be taken if more than 400 yd3 is produced in a day.	
Coarse Aggregate, -200 sieve (5-694.146)	3131 3137	Test Verification 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.		JMF Concrete Aggregate Workbook
Coarse and Fine Aggregate Quality (4)	3126 3131 3137	During concrete production: 1 randomly selected test each fraction every 20,000 yd3 of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the producer/contractor. 2) 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. ASR Testing is not required if the entire project is less than 3,500 cubic yards.		2410 24300 24308
Coarse Aggregate Quality Testing of Incentive / Disincentive	3137	If coarse aggregate quality incentives apply: 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 Incentive / Disincentive Work sheet 2410 Sample ID Card
		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.

Concrete Pavement – Agency (2 of 2)

Test Type	Spec.	Concrete Field Testing - Agency QA Testing	Form
Air Content before consolidation	Review Concrete Manual Website	1 correlation air test per day	2162 Test Beam Data
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	
Flexural Strength		Supply beam boxes or cylinder molds. Cure and test beams and cylinders MnDOT standard beam box size is 6" x 6" x 20" unless others are approved by the Concrete Engineer.	
Opening to Traffic Strength		Supply beam boxes or cylinder molds for field control testing. Cure and test beams and cylinders.	
Concrete Pavement Texture		Determine texture testing locations using random numbers. Observe Contractor Testing when possible.	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. Field measure cores to the nearest 1/8". Transport to the MnDOT Office of Materials and Road Research for final thickness determination	
Surface Smoothness/ Dowel and Tie Bar Steel Location		Observe Contractor Testing when possible	

NOTES:

(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 Contractor/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.

(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. Microwave oven verification testing to verify the w/c ratio is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

(3) If w/c incentives apply: Microwave oven verification testing to verify the w/c ratio is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

(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 yd³, pre-production sampling is not required.

Minimum Aggregate Sample Size				
*companion required, double sample				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	30 lb.	50 lb.	2000 g	5000 g
3/4" Minus, #67	10 lb.	30 lb.	2000 g	2500 g
#7, CA-70	6 lb.	20 lb.	2000 g	2500 g
CIA to meet #67	6 lb.	20 lb.	500 g	500 g
CIA to meet JMF	500 g	20 lb.	500 g	500 g
FIA, CS, FS	500 g	20 lb.	500 g	-
CA-80, #89	500 g	20 lb.	500 g	500 g
Fine Aggregate	500 g	20 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 3131 3137	When > 250 yd ³ produced/ day: 1 per 2500 yd ³ per fraction per source. Take initial samples for aggregate gradation testing within the first 500 yd ³ . Test the verification companion sample on the day the sample was taken.	When 20-400yd ³ produced/ day: 1 per fraction per source. If over 400 yd ³ per day, take a second gradation after the total exceeds 400 yd ³ . Test the verification companion sample on the day the sample was taken.
Coarse Aggregate -200 sieve (5-694.146)	3131 3137	Test the verification companion sample. Test these samples at the plant.	
Aggregate Moisture QC Verification (2) (5-694.142)	2301	If w/c incentives do not apply: 1 per 1000 yd ³ , 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	Review Concrete Manual 2301	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 Aggregate Quality	3126 3131 3137	Test at Producer/Contractor Discretion	
Unit Weight		Test 1 load of concrete per day at the plant.	
Air Content for Type 3 Concrete (QC)		Test the first load of concrete at the plant.	
Coarse Aggregate Quality Testing for Incentive / Disincentive	3137	Test at the Contractor's discretion.	

* 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.

Concrete Pavement – Producer/Contractor (2 of 2)

NOTES:

(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. Washing the fine aggregate gradation (QC) sample is not required when the result on the #200 sieve of the unwashed sample is less than 1.0%. Wash all fine aggregate Verification Companion samples.

(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. Enter results into the batching system in real time.

Test Type	Spec.	Concrete Field Testing - Contractor QC Testing
Air Content before consolidation for Type 3 concrete	Review Concrete Manual Website	1 per 300 yd ³ or 1 per hour, whichever is less. Test first load each day per mix.
Slump		Test slump if concrete is suspected to be outside of required slump range as directed by the Engineer.
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.
Flexural Strength		For information only: 1 beam (28-day) per week per mix. 1 cylinder (28-day) per week per mix may be substituted at the discretion of the Engineer. Provide moist curing environments, fabricate beams or cylinders, deliver to curing site, and clean beam boxes
Opening to Traffic		For opening to traffic: Make field control beams within the last hour of concrete poured each day. Substitute field control cylinders for field control beams at the discretion of the Engineer. Maturity testing is allowed in lieu of field control cylinders or beams. Fabricate beams or cylinders, deliver to curing site, and clean beam boxes.
Concrete Pavement Texture		Perform texture testing at locations determined by the Engineer in accordance with the Contract
Thickness		Probe, scan and core at locations determined by the Engineer in accordance with the Contract
Surface Smoothness		Measure smoothness of the final concrete as required by the Contract. Perform all profiling in the presence of the Engineer unless otherwise approved by the Engineer.
Dowel Bar and Tie Bar Steel Location		For Concrete projects greater than 3500 yd ³ . On the first day and each day of slip form 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 day's 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.

Concrete Wearing Course for Bridges

Test Type (Concrete Manual)	Spec.	Contractor/Producer QC Testing	Agency QA Testing	Form
Gradation, Quality, Coarse Agg -200 QC/Verification (5-694.145) (5-694.146) (5-694.148)	3126 3137	Prior to production: The Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. Test Agency companion samples are Contractor's discretion. No quality tests are required.	Prior to production and each time aggregate is delivered to site: 1 gradation and quality per fraction prior to concrete production and each time aggregate is delivered to the site. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification) (5-694.541)	2431	None	1 per 15 yd ³ , Test at beginning of pour each day.	Weekly Report of Low Slump Concrete
Slump (Verification) (5-694.531)		None	1 per 15 yd ³ Test at beginning of pour each day. For concrete from a concrete mobil, 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 ³ , standard cylinder mold size is 4 x 8 inch.	2409 Cyl. ID Card
Cement	3101	None	Each time cement is delivered to site. Obtain a 5 lb. sample. Store sample in a sealed container and include the supplier's delivery invoice from which the sample is obtained.	2430 Sample ID Card
Admixtures	3113	None	Each time new lot/batch admixture is delivered to site: Obtain a ½ pint sample. Store the sample in a sealed plastic container.	2410 Sample ID Card
Test	Minimum Sample Size All gradation and aggregate quality tests require companion samples, double sample size. Samples taken at location identified on Contact Report located at plant.			
Gradation	6 lb. for # 7, 500 g for CA-80		500 g for Sand	
Quality	30 lb. for Coarse Aggregate		20 lb. Fine Aggregate	

Concrete Pavement Repair – CPR for 3U18

Test Type	Spec.	Contractor/Producer QC Testing	Agency QA Testing For volumetric batching only.	Forms
Gradation, Quality, Coarse Agg -200	3126 3137	<p>Prior to production: The Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source.</p> <p>No quality test results are required. Test companion samples at Contractor's discretion.</p>	<p>Gradation: Prior to concrete production and each time aggregate is delivered to the site. 1 per aggregate fraction prior to production and each time aggregate is delivered to the site.</p> <p>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. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.</p>	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification)	Review Concrete Manual Website	None	1 per 15 yd ³ or 1 per 4 hours whichever results in the highest sampling rate. Test at beginning of pour each day.	21412 Weekly Report of Low Slump Concrete
Slump (Verification)		None	1 per 15 yd ³ , Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated. Test slump if concrete is suspected to be outside of required slump range.	
Compressive Strength		None	1 set of 3 cylinders (28 day) per 30 yd ³ . The Agency will cast up to three (3) field control cylinders, standard cylinder mold size is 4 x 8 inch.	2409 Cyl. ID Card
Type 1 Cement	3101	None	For Volumetric batching only: Each time cement is delivered to site. Obtain a 5 lb. sample. Store sample in a sealed container and include the supplier's delivery invoice from which the sample is obtained.	2430 Sample ID Card
Admixtures	3113	None	Each time new lot/batch admixture is delivered to site: Obtain a ½ pint sample. Store the sample in a sealed plastic container.	2430 Sample ID Card
Test	Minimum Sample Size All gradation and aggregate quality tests require companion samples, double sample size. Samples taken at location identified on Contact Report located at plant.			
Gradation	6 lb. for # 7, 500 g for CA-80		500 g for Sand	
Quality	30 lb. for Coarse Aggregate		20 lb. Fine Aggregate	

Dowel Bar Retrofit – (DBR)

Test Type	Spec.	Contractor/Producer QC Testing	Agency QA Testing	Form
Gradation Testing (Verification), Quality Testing including, Coarse Agg -200	3137	<p>Prior to production: The Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source.</p> <p>No quality test results are required. Test companion samples are Contractor's discretion.</p>	<p>Gradation: Prior to concrete production and each time aggregate is delivered to the site. 1 per aggregate fraction prior to production and each time aggregate is delivered to the site.</p> <p>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. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.</p>	2410 Sample ID Card
Test Type	Spec.	Agency QA Testing		Form
DBR Material Compressive Strength	Review Concrete Manual	Contractor Testing: Any additional field control cylinders are the responsibility of the Contractor.		2409 Cylinder ID Card
		<p>Agency Testing: 1 set of 3 cylinders (28 day) The Agency will cast up to three (3) field control cylinders, standard cylinder mold size is 4 x 8 inch.</p>		
Test	Minimum Sample Size			
	All gradation and quality tests require companion samples, double sample size. Samples taken at location identified on Contact Report locates at plant.			
Gradation	500 g for # 89 & Sand			
Quality	30 lb. Coarse Aggregate		20 lb. Fine Aggregate	

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
Plant Stock & Landscape Materials	3861 and 2571.2A1	Materials must be in accordance with the Inspection and Contract Administration Guidelines for MnDOT Landscape Projects of which determines the minimum and maximum criteria thresholds. Certificate of Compliance, Nursery stock certificate registered with MN Dept. of Agriculture. Out of state products subject to pest quarantines must accompanied by documentation certifying all products are free of regulated pests.
Erosion Control Blanket	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
Erosion Control Netting	3885	
Silt Fence	3886	
Erosion Stabilization Mat	3885	
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.
Filter Logs	3897	Visual Inspection
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS
Fertilizer	3881	Obtain copy of invoice of blended material stating analysis.
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
Mulch - Type 3	3882	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Mulch - Type 6 - Woodchips		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Sod	3878	Visual Inspection - Check approved products list - As directed by the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.
Compost (from Certified Source)	3890	
Compost (from Non-Certified Source)		
Hydraulic Soil Stabilizer	3884	Check Approved/Qualified Products List - As directed by the Engineer.

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
Waterproofing Materials		
Membrane Waterproofing System	3757	Visual Inspection - Check qualified products list.
Waterproofing Materials - Three Ply System		
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
Paints		
Waterborne Latex - Traffic Paint	3591	Visual Inspection - Check qualified products list - retain Certificate of Compliance.
Epoxy Traffic Paint	3590	
Traffic Marking Paint	Special Provisions	
Non-Traffic Striping Paints	3500 Series	Retain Certification of Compliance
Bridge Structural Steel Paint	3520	Visual Inspection - Check approved products list - retain Certificate of Compliance.
Exterior Masonry Paint	3584	
Noise Wall Stain	Special Provisions	
Drop-on Glass Beads	3592	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Pavement Marking Tape	3354	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
	3355	
	Special Provisions	
Signs and Markers	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) *
Guard Rail		
Fittings - Splicers, Bolts, Posts etc.	3381	Visual Inspection - Materials shall be approved before use. Call MnDOT inspector at 218-846-3613 to see if material has been approved.
Structural Plate Beam	3382	
Non-High Tension Guard Rail Cable	3381	
High Tension Guard Rail Cable	Special Provisions	
Steel Posts		
Steel Signposts	3401	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance in Project file.
Fence Posts, Brace Bars, Rails and others	3403	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance and certified mill analysis in project file.
	3406	
	3379	
Fence		
Barbed Wire	3376	Visual Inspection Retain Certification of Compliance, As directed by the Engineer.
Woven Wire		
Chain Link Fabric		
Components: cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp & tension wire		
Gates	3379	
Pipe		
Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions	Visual Inspection - As directed by the Engineer.
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.		
Uncoated Bars	3301	Retain Certificate of Compliance & Certified Mill Analysis
Epoxy Coated Bars	3301	For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, & it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples (1 bar 3ft long for each size for each day's coating production), Certificate of Compliance, & Certified Mill Analysis for testing. Maintain original Cert. of Compliance & Certified Mill Analysis in project file.
Spirals	3305	
Stainless Steel Bars	Special Provisions	Visual Inspection Testing as directed by the Engineer (2 bars 3 ft. long per heat per bar size). Certified Mill Test Reports to be filed.

Metals (2 of 2)

Kind of Material	Spec. No.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate) *	
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.			
Steel Fabric	3303	2 sq. ft. if epoxy coated.	Visual Inspection - Retain Certificate of Compliance.
Dowel Bars	3302	One dowel bar and basket from each shipment.	
Prestress/Post Tension Strands	3348 Spec Prov	One sample of 2 strands by 6 ft. from each heat/production lot.	
Castings			
Drainage Castings	3321	Visual Inspection - Check approved / qualified list.	
	2471		
Electrical	2565		
Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection - Check approved / qualified list. Testing as directed by the Engineer (see notes below)	
Notes: Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of MnDOT 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.			
Anchorages (Drilled In)	Special Provisions	Visual Inspection - Check qualified products list.	
Structural Steel	Inspected by MnDOT & will be charged back to the Local Agency.		
Steel Bridge - Beams, Girders, Diaphragms, etc.	2471	Structural Metals Inspection Tag and field inspection for damage/defects, check dimensions for contract compliance. Review approved products list as directed by the Engineer. Note: Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office website .	
Concrete Girders- Diaphragms and sole plates			
Expansion Joints			
Steel Bearings			
Railing-Structural tube and ornamental			
Drainage Systems			
Protection Angles			
Overhead Sign structures	2564 2471		
High Mast Lighting Structures	2545 2471		
Monotube Signal Structures	2565 2471		

*Check domestic steel requirement under 1601 Special Provision.

Geosynthetics, Pipe, Tile, Precast/ Prestressed Concrete

Kind of Material	Spec. No.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
Corrugated Metal Products		
Culvert Pipe Under Drains Erosion Control Structures	3225 thru 3229, 3351, 3399	Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.
Structural Plate	3231	
Aluminum Structural Plate	3233	Retain the Certificate of Compliance and mill analysis in project file.
Pipe		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.
Non-Reinforced Concrete Pipe	3253	
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe - Dual Wall 12"-48"	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.
Precast/Prestressed Concrete Structures - Inspected by MnDOT & will be charged back to the Local Agency.		
Reinforced Precast Box Culvert	3238	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	
Manholes and Catch Basins	2506 3622	
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.
Preformed Plastic Sealer for Pipe	3726 Type b	Visual Inspection - Acceptance as directed by the Engineer.
Bituminous Mastic Joint Sealer for Pipe	3728	
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.
Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List .
Geotextile Small Quantity Acceptance List		
Silt Fence	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.
Hand Holes (Precast, PVC, and LLDPE)	2545	Visual Inspection - Check approved/qualified products list. Traffic signal and street lighting projects require hand holes to be listed on the MnDOT 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.
Conduit and Fittings		
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.
Anchorages (Drilled In)	Special Provision	Visual Inspection - Check qualified products list.
Miscellaneous Hardware	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 MnDOT Signals and Lighting Approved Products Lists (APL). The Contract documents indicate, which items must be on the Signals and/or Lighting APL.

Electrical and Signal Equipment Items (2 of 2)

Kind of Material	Spec. No.	Minimum Required Agency QA Acceptance Testing (Field Testing Rate)
Cable and Conductors		
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 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), & MnDOT 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 MnDOT 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 MnDOT 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)
Brick		
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.
Concrete Masonry Units		
Sewer Construction	3621	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
Modular Block Retaining Walls	Review Current Special Provisions	Visual Inspection - Note: All lots of blocks 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	2511, 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	Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance. DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.
Cotton Duck Bearing Pads		

Approved/Qualified Products & Resources

Approved/Qualified Products

- [Asphalt Products](#)
- [Bridge Products](#)
- [Concrete Products](#)
- [Crack and Joint Material Products](#)
- [Drainage](#)
- [Erosion Control and Landscaping Products](#)
- [Geosynthetic](#)
- [Maintenance Shop Supplies](#)
- [Paint/Stain/Coating Systems \(Non-Pavement\)](#)
- [Pavement Markings](#)
- [Precast Concrete](#)
- [Roadside Barriers](#)
- [Roadway Lighting Products](#)
- [Signals Products](#)
- [Signing Products](#)
- [Snow and Ice Chemical Products](#)
- [Temporary Traffic Control Devices](#)
- [Traffic Management Systems/ITS](#)
- [Truncated Domes](#)
- [Vehicle Safety Lighting](#)
- [Walls \(Retaining/Noise\)](#)

Additional Resources

- [SALT Construction webpage](#)
- [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 on the [SALT Construction website](#)

Contacts

MnDOT Construction and Materials State Aid Contacts

Districts 1, 2, 3, 4

Ross Hendrickson, State Aid Construction Specialist

ross.hendrickson@state.mn.us

218-766-3745

Districts 6, 7, 8

Rollin Larson, State Aid Construction Specialist

rollin.larson@state.mn.us

507-205-6403

Metro

Michael Pretel, State Aid Construction Engineer

michael.pretel@state.mn.us

651-755-3346

MnDOT Specialty Offices Contacts

Grading & Base

Terry Beaudry terry.beaudry@state.mn.us	Grading & Base Engineer	651-366-5456
John Bormann john.bormann@state.mn.us	Grading & Base Specialist	651-366-5596

Bituminous*

John Garrity john.garrity@state.mn.us	Bituminous Engineer	651-366-5577
Greg Johnson Greg.johnson@state.mn.us	Asst. Bituminous Engineer	651-366-5464
Chelsea Bennett chelsea.bennett@state.mn.us	Asst. Bituminous Engineer	651-366-5482
Joel Ulring joel.ulring@state.mn.us	Pavement Preservation	651-366-5432
Mike Skurdalsvold	Bituminous Mix Design Specialist	612-499-2998
Ray Betts ray.betts@state.mn.us	Bituminous Trial Mix Lab Tech	651-366-5469
Rich Kane richard.kane@state.mn.us	Bituminous Plant & Lab Testing	612-437-3005

*See website for the contact list by topic

Concrete*

Maria Masten maria.masten@state.mn.us	Concrete Engineer	651-334-4015
Jacob Gave jacob.gave@state.mn.us	Asst. Concrete Engineer	612-554-9289
Rob Golish robert.golish@sate.mn.us	Asst. Concrete Engineer	651-216-0516
Matt Herbst	Concrete Engineering Specialist	651-283-7127

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Matt.herbst@state.mn.us		
Brad Swenson brad.swenson@state.mn.us	Concrete Engineering Specialist	218-232-1012
Gordy Bruhn gordon.bruhn@state.mn.us	Concrete Field Engineering Specialist	651-398-9597
Mike Daniels michael.daniels@state.mn.us	Concrete Engineering Specialist	320-293-9421

*See website for the contact list by topic

Contacts for other materials can be found on the [Materials and Road Research Contacts webpage](#).

Contacts for Approved Products can be found at the [Approved/Qualified Products Contact webpage](#).

Materials Lab. Contacts	Independent Assurance
District 1, Duluth Leila DeLuca Phone: 218-725-2738 D1.duluth.lab.dot@state.mn.us	Nadine Miller Phone: 218-725-2737 Cell: 218-348-6297 nadine.miller@state.mn.us
District 2, Bemidji Jason Kissel Phone: 218-755-6542 jason.kissel@state.mn.us Mike Murphy (Concrete & Aggregates) Phone: 218-755-6593 mike.murphy@state.mn.us Dustin Reese (Bituminous) Phone: 218-755-6593 dustin.reese@state.mn.us	Ray Wesley Cell: 218-766-6949 raymond.wesley@state.mn.us
District 3A, Baxter Tom Boser Phone: 218-828-5755 tom.boser@state.mn.us	Matt Miles Cell: 218-232-6748 matt.miles@state.mn.us
District 3B, Saint Cloud Nick Fisher Phone: 320-2236500 nicholas.fisher@state.mn.us Andy Kostreba Phone: 320-223-6554 andy.kostreba@state.mn.us	Travis Erickson Cell: 320-291-3582 travis.erickson@state.mn.us
District 4, Detroit Lakes Bruce Bryngelson Phone: 218-846-3614 bruce.bryngelson@state.mn.us Wayne Koons	Casey Clarke Cell: 218-849-7393

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<p>Phone: 218-846-3617 wayne.koons@state.mn.us</p>	<p>casey.clarke@state.mn.us</p>
<p>Metro District, Maplewood Lab</p> <p>Brent Sculley Phone 651-366-5409 brent.scolley@state.mn.us</p>	<p>Waters Edge Phone: 651-234-7356</p> <p>Zachary Lyrek-Hanks Phone: 651-775-1018 zachary.Lyrek-Hanks@state.mn.us</p> <p>West Karl Sinclair Phone: 651-775-0998 karl.sinclair@state.mn.us</p> <p>East Kris Westerbur Phone: 651-755-1151 kristopher.westerbur@state.mn.us</p> <p>Kaleb Kollmann Phone: 651-478-0339 kaleb.kollmann@state.mn.us</p>
<p>District 6, Rochester</p> <p>Scott Swanson Phone: 507-286-7580 scott.a.swanson@state.mn.us</p> <p>Jeff Bale (Aggregates) Phone: 507-286-7586 jeff.bale@state.mn.us</p> <p>Joe Drees (Bituminous) Phone: 507-286-7582 joe.drees@state.mn.us</p> <p>Gary Vinge Phone: 507-286-7585 gary.vinge@sate.mn.us</p>	<p>Dennis Hayes</p> <p>Cell: 507-251-0138 dennis.hayes@state.mn.us</p>
<p>District 7, Mankato</p> <p>Lee McLaughlin Phone: 507-304-6189 lee.mclaughlin@state.mn.us</p>	<p>Mitch Jordahl Cell: 507-380-9619 mitch.jordahl@state.mn.us</p>
<p>District 8, Willmar and Marshall</p> <p>Jon Vlaininck Phone: 320-214-6348 Cell: 320-894-7409 jon.vlaininck@state.mn.us</p> <p>District 8B, Marshall</p> <p>Matt Steinbronn Phone: 507-537-2068 matthew.steinbronn@state.mn.us</p>	<p>Paul Janke</p> <p>Cell: 320-212-5739 paul.janke@state.mn.us</p>

Sample Sizes

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 Processed Gradation and Quality Testing
	65	for Mix Properties (QC/QA) 3 full 6" by 12"-cylinder molds for QA
	90	for TSR (QC/QA) 4 full 6" by 12"-cylinder molds for QA
	90	for Aggregate Specific Gravity QC/QA
	-	1 quart of Asphalt Binder QA
	-	1/2 gallon for Asphalt Emulsion QA
Grading & Base	30	Aggregate for Gradation (Companion sample from 60 lb. split).
	25	Moisture Density Test – Proctor (Companion from 50 lb. split).
	30	Aggregate Quality/Percent Crushing Test - 1 per source
Ready-Mix Concrete	25	Gradation 3/4" plus
	10	Gradation 3/4" minus
	6	Gradation CA 70 & #7
	1	Gradation - Sand (500 g), CA 80, #89.
	4.4	Moisture Test Coarse Aggregate (2000 g)
	1.1	Moisture Test Fine Aggregate (500 g)
	50	Quality 3/4" plus - lab sample
	30	Quality 3/4" minus - lab sample
	30	Fine Aggregate - lab sample
	10	3/4" Plus for the -200 Coarse Aggregate Test (5000 grams)
	6	3/4" Minus for the -200 Coarse Aggregate Test (2500 grams)
	5	Cement, Blended Cement, Fly Ash
	-	1/2-pint plastic container for admixtures.

NOTICE TO BIDDERS

This project has a Disadvantaged Business Enterprise (DBE) requirement.

If you are the apparent low bidder, you will be required to submit certain DBE documents to the Office of Civil Rights at the Minnesota Department of Transportation **within five (5) business days after the bid opening date** (the five day period starts the next business day after the bid opening date). Failure to do so could result in **disqualification** as the lowest responsible bidder and award proceedings may then be initiated with the next lowest responsible bidder.

The local agency will attempt to notify the apparent low bidder as soon as possible after the bids are opened and examined. To ensure that the apparent low bidder is notified in a timely manner it is required to have the contact information for at least one responsible party and an alternate party – at least one of whom must be available immediately after the bids have been examined – capable of commencing the DBE document submittal.

Fill in the contact information in the spaces provided.

Responsible party:

Name: _____

Telephone: _____

Fax: _____

Email address: _____

Postal address: _____

Alternate party:

Name: _____

Telephone: _____

Fax: _____

Email address: _____

Postal address: _____

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number:	This contract uses the following project delivery method:
This contract will be solicited and administered by: <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;">OR</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.

Table A – What to Submit to MnDOT	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input type="checkbox"/> Construction Contract administered by local governmental unit <input type="checkbox"/> PT contract administered by MnDOT or local governmental unit
IF THE DBE GOAL IS MET	IF THE DBE GOAL IS MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, and I of the GFE consolidated form • 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. 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, and I of the GFE consolidated form
IF THE DBE GOAL IS NOT MET	IF THE DBE GOAL IS NOT MET
<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, F, G, H and I of the GFE consolidated form • 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. • 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) 	<ul style="list-style-type: none"> • Exhibit A for each DBE participating on the project • Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form • 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)

Table B – When and How to Submit Information to MnDOT

<input type="checkbox"/> Design-bid-build	<input type="checkbox"/> Professional-technical
<p><u>Date and Time</u> The submission due date is the 5th calendar day after the bid due date. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the bids are due.</p> <p><u>Format and Location</u> 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: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. 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><u>Date and Time</u> The submission due date is the 5th calendar day after the successful responder is notified by MnDOT. Documentation is due before 4:30 PM Central Time on the 5th calendar day after the date of the successful responder letter/email issued by MnDOT.</p> <p><u>Format and Location</u> 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: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. 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"/> Construction Manager/General Contractor	<input type="checkbox"/> Design-build
<p><u>Date and Time</u> The submission due date is the letting date. Documentation is due before 4:30 PM Central Time on the letting date. 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><u>Format and Location</u> 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: 651-366-3129.</p> <p>To hand-deliver or submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155. 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><u>Date and Time</u> The submission due date is 9:30AM on the Price Proposal due date. Documentation is due no later than 9:30AM on the Price Proposal due date.</p> <p><u>Format and Location</u> See the Design-Build “Instructions to Proposers” for format and location delivery specifics.</p>
On All Projects	
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.

Table C – Required Payment Submissions	
<input type="checkbox"/> Design-bid-build administered by MnDOT <input type="checkbox"/> Construction Manager/General Contractor administered by MnDOT <input type="checkbox"/> Design-build administered by MnDOT	<input type="checkbox"/> Construction Contract administered by local gov't unit <input type="checkbox"/> PT contract administered by MnDOT
<p>Within 10 business days of the responder's receipt of MnDOT payment:</p> <ul style="list-style-type: none"> the responder must submit information about individual payments to subcontractors via CRL. <p>When final payment has been made to subcontractors:</p> <ul style="list-style-type: none"> the responder must submit information about the responder's final payment to each subcontractor via CRL. the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</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"> the responder must submit a Contractor Payment Form to MnDOT after each payment to a subcontractor. <p>When final payment has been made to all subcontractors:</p> <ul style="list-style-type: none"> the responder must submit a Total Payment Affidavit to MnDOT OCR after final payment to all DBE subcontractors. <p>To fax your submission, use 651-366-3129.</p> <p>To email your submission, attach documents as PDFs and send to ocrformsubmissions.dot@state.mn.us</p> <p>To submit by U.S. mail, address printed documents to MnDOT Office of Civil Rights, 395 John Ireland Boulevard, Mail Stop 170, St. Paul, MN 55155.</p>

Appendices

Explanatory Attachments

- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

Forms

- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit

Attachment 1 – Counting and Commercially Useful Function

DBE Counting – Generally

- (a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.
1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals.
- (d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- (e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting – Materials and Supplies

- (f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.
1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.
 2. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 3. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies toward DBE goals.
 4. For purposes of this section (f), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

- A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease agreement and not on an ad hoc or contract-by-contract basis.
- C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section (e).
- D. If a DBE firm is supplying bulk materials such as petroleum products, steel, cement, gravel, stone or asphalt which are delivered to the project site or a commercial establishment for processing or storage prior to reaching the project site, the firm will receive 60% credit only for the total cost of materials and associated hauling used on this contract.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer nor a regular dealer, MnDOT will count the entire amount of fees or commissions the responder pays for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided MnDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

Commercially Useful Function – Generally

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

- 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.
- 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.
- 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to DOT.

Commercially Useful Function – Trucking

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may lease trucks equipped with drivers from a non-DBE firm. In such a case, the DBE is entitled to credit for the total value of transportation services provided by the non-DBE firm not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employees. Additional participation by trucks and drivers from non-DBE firms will receive credit only for the fee or commission paid to the non-DBE firm as a result of the lease arrangement.
6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the transportation services.
7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

(a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.

(b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.** This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**

(d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE

goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Notification of MnDOT Decision

After reviewing the responder's GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or his or her designee, will determine whether the responder met the DBE goal or made adequate GFE. MnDOT OCR will mail the Director's determination to the responder approximately 15 business days after the responder's submittals are received. If the Director determines that the responder failed to meet the DBE goal or make adequate GFE, MnDOT OCR will send the notice by certified U.S. mail.

Attachment 3 – Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

Requesting Reconsideration

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

If the responder sends the request by fax or personal delivery, MnDOT must **receive** it no later than 4:30 PM on the fifth business day after the responder receives notice of the Director's determination. If the responder sends the responder's request by U.S. mail, it must be postmarked no later than the fifth business day after the responder receives notice of the Director's determination. The responder is deemed to have notice as of the date indicated on the certified mail receipt signed by the responder or the responder's representative at the time of delivery.

The responder's written request must be submitted to the attention of:

MnDOT Deputy Commissioner at: MnDOT, 395 John Ireland Blvd., St. Paul, MN 55155; or by fax at 651-366-4795.

A copy of the same request must be sent to the Director of the MnDOT Office of Civil Rights at 395 John Ireland Blvd., St. Paul, MN 55155 or by fax at 651-366-3129.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet in person with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

Attachment 4 – Good Cause to Terminate a DBE

The responder may not, without written approval from MnDOT OCR, terminate or replace a DBE whose participation the responder represented in the original DBE commitment. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f), good cause includes the following circumstances.

- (a) The DBE subcontractor fails or refuses to execute a written contract;
- (b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;
- (f) OCR has determined that the DBE subcontractor is not a responsible contractor;
- (g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;
- (h) The DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or
- (j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 – Information about AASHTOWARE Project CRL

General Information

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: *Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects*.

Registration and Training

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

<https://www.dot.state.mn.us/const/labor/civil-rights-labor.html>

MnDOT also provides access to a CRL Interactive E-learning Tool at:

<https://www.dot.state.mn.us/onlinelearning/lcu/crl/>



Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted with a signed subcontract, purchase order, or affidavit for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____

Prime Contractor: _____ Phone #: _____

DBE Subcontractor: _____ Phone #: _____

DBE Principal Name: _____ Total Subcontract \$: _____

DBE Participation Claimed: Percent _____% Amount \$ _____

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

- Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
- List the line items to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Scope of Work	Associated NAICS Code

- If equipment to be used is not owned by your firm, please provide the following information:
 - Will you be renting or leasing any of the following: (Attach a copy of the lease or rental agreement(s).
Equipment _____ Insurance _____ Operator _____ or Maintenance _____
 - Lessor's name: _____
Amount to be paid: _____ Number of days to be used: _____
- Will there be any other firm(s) providing work listed in your (DBE) subcontract?
If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____
- What is the name of the person supervising your work on this project? _____
Is this your employee? _____
- Is your firm purchasing materials (including Bulk Materials such as AC Oil, Cement, Gravel, etc.) to be supplied or installed on the project?
YES _____ NO _____ (If "Yes" Complete **Section C** below)

Section (C) (DBE firms purchasing or supplying materials on the project complete this section.)

Please submit Purchase Agreement, Materials Invoice, or Purchase Order from manufacturer(s) or primary material supplier(s).

- What material(s) are you supplying? _____
- Total dollar amount of materials to be supplied? _____
- Who are you purchasing the materials from? _____
- What is the quantity of material to be purchased? _____
- Where are the materials being delivered? (ie. project site or plant) _____
- Is the delivery equipment owned and operated by your firm? YES _____ NO _____
If not, who owns and operates the equipment? _____

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS AND MATERIAL HAULERS

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____)
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. How many ITOs will be used on this project? _____ (Tractors: _____ Trailers: _____ Dump Trucks: _____)

	Name of DBE ITOs (add a list if necessary)	Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
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.

PART A – PRIME CONTRACTOR’S INFORMATION (You must complete this part.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON		TITLE		

PART B - PROJECT DESCRIPTION (You must complete this part.)				
STATE PROJECT #		CONTRACT # (If Applicable)		<input type="checkbox"/> Attach copy of MnDOT Advertisement
ANTICIPATED START DATE (Based on progress schedule)			EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL	%	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)				

PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)	
TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	\$
WORKED PERFORMED BY PRIME	\$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal \$ and DBE commitment \$)	\$

State Project Number:

Contractor:

PART D – BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS							
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
DBE Contractor Information					Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART E- BIDDERS LIST - NON-DBE QUOTES SUBMITTED (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).							
NON-DBE Contractor Information				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?	
1.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHOD		
1		<input type="checkbox"/>	<input type="checkbox"/>					
2		<input type="checkbox"/>	<input type="checkbox"/>					
3		<input type="checkbox"/>	<input type="checkbox"/>					
4		<input type="checkbox"/>	<input type="checkbox"/>					
5		<input type="checkbox"/>	<input type="checkbox"/>					
6		<input type="checkbox"/>	<input type="checkbox"/>					
7		<input type="checkbox"/>	<input type="checkbox"/>					
8		<input type="checkbox"/>	<input type="checkbox"/>					
9		<input type="checkbox"/>	<input type="checkbox"/>					
10		<input type="checkbox"/>	<input type="checkbox"/>					
11		<input type="checkbox"/>	<input type="checkbox"/>					
12		<input type="checkbox"/>	<input type="checkbox"/>					

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

Office of Civil Rights– Good Faith Efforts Consolidated Form

State Project Number:

Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS (Complete this part only if DBE goal is not met. Use additional sheets if necessary.)

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to “tell the story” of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE's that you did not accept? If so, what were your reasons?

Type Response Below:



Exhibit B – Good Faith Efforts Consolidated Form

PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the _____ of _____
(Title) (Name of Individual, Company, Partnership, or Corporation)

that has submitted a bid for State Project _____.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

SIGNATURE (Bidder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me this _____ day of _____, 20____

 Notary Public

My commission expires _____, 20____

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Minnesota Department of Transportation
Office of Civil Rights

Page ____ of ____

Contractor Payment Form

State Project Number: _____ Prime Contractor: _____ 1st 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

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) State and Federal Laws, Policies and Rules

Minnesota Affirmative Action Requirements

Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530

General

- A. The Contractor agrees that Minn. Stat. § 363A.36 and its accompanying rules are incorporated into any Contract executed with the Minnesota Department of Transportation (MnDOT) based on these specifications or any modification thereof. Upon request, MnDOT will provide the Contractor with a copy of Minn. Stat. § 363A.36 and its accompanying rules.
- B. MnDOT intends to execute its responsibility to require affirmative action by the Contractor. This includes providing the Minnesota Department of Human Rights (MDHR) with information indicating that the Contractor is not in compliance with Minn. Stat. § 363A.36 and its accompanying rules.

Contractor Responsibilities

- A. The Contractor must take affirmative action to employ and advance in employment qualified minorities and women at all levels of employment, including the executive level. This applies to all employment practices, including, but not limited to, the following:
 - 1. Hiring, upgrading, demotion, or transfer
 - 2. Recruitment, or recruitment advertising
 - 3. Layoff, or termination
 - 4. Rates of pay, or other forms of compensation; and selection for training, including apprenticeship
- B. The Contractor must demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.
- C. The Contractor must comply with the affirmative action requirements of Minn. Stat. § 363A.36 and its accompanying rules, as well as any subsequent rules and relevant orders issued by MDHR pursuant to this same law.

Notice

- 1. The Contractor must post notices in a form stipulated by the Commissioner of MDHR in conspicuous places. These notices must outline the following:
 - 1. The rights of employees and applicants
 - 2. The legal obligation to take affirmative action to employ and advance in employment employees and applicants who are minorities and women. The notices can be found here:
<http://www.dot.state.mn.us/const/labor/posterboards.html>

Noncompliance

- A. The Contractor's failure to implement or make a good faith effort to implement an affirmative action plan approved under Minn. Stat. § 363A.36 and its accompanying rules may result in the suspension or revocation of its certificate of compliance. Should either of these consequences occur, MnDOT may abridge or terminate the Contract awarded.
- B. The Contractor's failure to take specific and significant actions to recruit, hire, and retain minorities and/or women if the workforce participation goals will not be met may result in the suspension or revocation of its certificate of

compliance. Should either of these consequences occur, MnDOT may abridge or terminate the Contract awarded.



VIOLENCE-FREE AND RESPECTFUL WORKPLACE

(INCLUDES GENERAL HARASSMENT, RETALIATION,
AND WEAPONS)

POLICY HR014, EFFECTIVE 2015-07-17

POLICY STATEMENT

The Minnesota Department of Transportation (MnDOT) is committed to providing a safe and respectful workplace free from inappropriate behaviors for all employees. MnDOT employees, contractors and vendors (third parties) conducting business with MnDOT must:

- Understand the [Workplace Violence Continuum](#) and the behaviors that constitute a violation of this policy;
- Report any persons who violate this policy;
- Take appropriate action in situations that involve policy violation.

MnDOT fully adopts the [MMB Respectful Workplace](#) policy, to build and maintain a workplace that is respectful and professional toward all employees and third parties.

MnDOT's Violence-Free and Respectful Workplace policy addresses only behavior and communication that do not involve protected class status. The [MnDOT Discrimination Policy](#) addresses harassment based on race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, age, genetic information, or status with regard to public assistance.

REASON FOR POLICY

- Identify the types of behavior that constitute workplace violence
- Define roles and responsibilities of all MnDOT employees and third parties
- Clarify reporting procedure for policy violation.

WHO NEEDS TO KNOW THIS POLICY?

- All MnDOT employees
- All third parties conducting business with MnDOT

DEFINITIONS

Formal Complaint

A formal complaint is a written statement of workplace concern that alleges violation of this policy by an employee or third party.

SENIOR OFFICER

Tracy Hatch

Deputy Commissioner/CFO/COO

POLICY OWNER

Karin van Dyck

Director, Office of Human Resources

POLICY CONTACT

Jodi Mathiason

Labor Relations Manager

Office of Human Resources

Jodi.Mathiason@state.mn.us

651-366-3404

POLICY HISTORY

2015-07-17, Established

[MnDOT Policy Website](#)

General Harassment

Conduct that has the effect of unreasonably interfering with the employee's work performance, behavior made with the intent to cause fear, or creating an intimidating, hostile, or offensive work environment. Legitimate job-related efforts of a supervisor to direct or evaluate an employee or to have the employee improve his or her performance are not general harassment.

Professionalism

Professionalism is a display of good judgment and proper behavior expected in the workplace from employees and third parties.

Respectful Behavior

Positive interactions with employees and third parties, in a manner that a reasonable person finds appropriate.

Retaliation

Adverse action response to an employee's participation in a complaint, report, investigation, or lawsuit about workplace violence (protected activity).

Third Party

A third party is a contractor or vendor conducting business with MnDOT.

Weapon

Weapon is anything intended to harm or intimidate another person. Examples may include, but are not limited to, all firearms, non-firearms such as knives, martial arts devices, explosives, combustible devices, and chemical substances.

Workplace Violence Continuum

Violence or inappropriate behaviors that range from bullying, verbal abuse, arguments, property damage, vandalism, sabotage, pushing, theft, physical assaults, rape, and arson, to murder. Workplace violence can occur while on state property or while performing work for MnDOT at any location, by a state employee, third party, or the public.

PROCEDURES

Obligation to Report Workplace Violence

In a life-threatening situation, call 9-1-1 or other emergency contact at the work location, if making the call does not pose a risk to the well-being of the employee.

Any employee who is the subject of, or who witnesses workplace violence must immediately report the incident in one or all of the following ways:

- Report the behavior to his/her supervisor, manager or Human Resources office;
- Submit a completed [Violent Incident Report Form](#) to the Human Resources Office;
- Report by using the [Report Wrongdoing/Questionable Activity Form](#); the information reported must include the details of the situation.

Any employee who violates this policy or is found to have witnessed an act of workplace violence and did not report it may be subject to discipline, up to and including discharge. Violation of this policy by third parties conducting business for MnDOT may jeopardize their contractual relationship with the agency.

Informal Resolution

Any employee can choose to explore options with Human Resources to address concerns.

- The employee subjected to inappropriate behavior should have a conversation with the other individual(s) involved whenever possible, if it does not pose a risk to the well-being of the employee;
- The employee is encouraged to speak with his/her supervisor, Human Resources, union representative, or Employee Assistance Program (EAP) for assistance or guidance on how to resolve the situation;
- If the concern is about a supervisor or manager, employees may contact Human Resources, union representative or EAP to discuss options for resolution.

Formal Complaints

A formal complaint must be submitted in writing to Human Resources and include the details of the situation. As with all investigations alleging employee misconduct, investigations related to this policy will occur in a timely, fair, and objective manner. ***This process does not supersede any applicable grievance or dispute resolution process under a collective bargaining agreement or plan.***

- Complaints must be submitted to the Human Resources Office, and include the details of the situation;
- The person receiving a complaint must acknowledge receipt of the complaint in writing;
- A prompt review of the complaint will be conducted and addressed;
- All data associated with a complaint, including any investigation and any outcome is government data, [Minnesota Statutes Chapter 13](#), Government Data Practices Act governs the release or non-release of data.

Retaliation

Any employee who perceives retaliation because he or she filed a complaint about workplace violence should immediately contact the Human Resources Office, Labor Relations.

RESPONSIBILITIES

Employees

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working for and representing MnDOT;
- Be familiar with this policy and understand the meanings and definitions included;
- Document and report all behaviors or incidents that may violate this policy to a manager, supervisor, or Human Resources Office;
- Fulfill all mandatory training requirements:
 - Respectful Workplace (*MnDOT employees*)
 - Workplace Violence Prevention (*MnDOT employees*)
- Cooperate in investigations of alleged violations of this policy, including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

Managers/Supervisors *In addition to the responsibilities of Employees (as described above)*

- Be familiar with this policy to achieve and maintain compliance with this policy;
- Document and take timely and appropriate action when a complaint is made alleging violations of this policy and collaborate with Human Resources in the process;
- Ensure employees fulfill mandatory training requirements:
 - Respectful Workplace (*MnDOT employees*)
 - Workplace Violence Prevention (*MnDOT employees*)

Human Resources Offices

- Assist with the resolution and investigation of inappropriate behaviors that may violate this policy;
- Provide consultation to employees, supervisors, and managers on options and the appropriate course of action, to including guidance regarding resources for alternative solutions;
- Provide consultation to employees, supervisors, and managers on applicable rules, policies, procedures, and learning opportunities;
- Design and provide mandatory training, offer resources and/or training to assist employees in dealing with situations that may lead to potential violence.

Third Parties (contractor or vendor)

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working with MnDOT and the public;
- Refer to the [MnDOT Policies](#) webpage to become familiar with all of MnDOT policies;
- Document and report all behaviors or incidents that may violate this policy;
- Cooperate in investigations of alleged violations of this policy including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

FORMS/INSTRUCTIONS

[Violent Incident Report Form](#)

[Report Wrongdoing/Questionable Activity Form](#)

RELATED INFORMATION

[MnDOT Violent Incident Advisory Team \(VIAT\)](#)

[MnDOT Discrimination Policy](#)

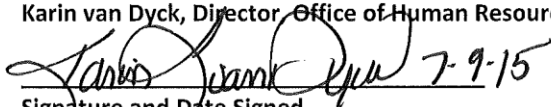
[Minnesota Statutes §609.02, Subd.6](#) *Dangerous Weapons*

[Employee Assistance Program \(EAP\)](#)

POLICY OWNERSHIP AND AUTHORIZATION

Policy Owner

Karin van Dyck, Director, Office of Human Resources


Signature and Date Signed 7-9-15

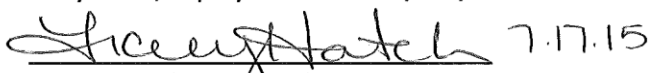
Governance Council

Sue Stein, Director, Corporate Services Division


Signature and Date Signed 7-16-15

Responsible Senior Officer

Tracy Hatch, Deputy Commissioner/CFO/COO


Signature and Date Signed 7-17-15

SPECIFIC FEDERAL EQUAL 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 their 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 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 must 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 FHWA.
- 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 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 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.

- (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.)
- (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.
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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

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

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

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 and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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, 2 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City of Detroit Lakes, MN
DMRA Legacy Grant
Purchasing Agent Agreement

THIS AGREEMENT is made by and between CONTRACTOR NAME ("Agent") and the City of Detroit Lakes, acting by and through the DMRA - Detroit Lakes, MN Commission ("Owner"), a Minnesota joint powers generally exempt from paying state sales and use tax under Minn. Stat. § 297A.70; and

WHEREAS, Owner is undertaking the construction on its property of certain improvements generally described as the Detroit Lakes DMRA Legacy Grant ("the Project");

WHEREAS, Owner wishes to purchase on its own account materials, supplies and equipment for the Project (collectively "Tax-Exempt Materials") as described in Exhibit A, attached hereto;

WHEREAS, Owner has solicited separate bids for the Tax-Exempt Materials, the award of which was not contingent upon the successful award of any other part of the Project;

WHEREAS, Agent is the successful bidder for the Tax-Exempt Materials; and

WHEREAS, Agent desires to act as Owner's purchasing agent for purposes of acquiring the Tax-Exempt Materials for use exclusively in the Project.

IT IS THEREFORE AGREED between the parties hereto that:

1. This Agreement is made with reference to, and where applicable shall be governed by, the specifications and provisions set forth in the Contract Documents as such are defined in the Owner/Contractor Agreement for the Project.

2. Owner appoints Agent to act as its purchasing agent for purchasing the Tax-Exempt Materials, and further authorizes Agent to appoint such subagents as Agent deems appropriate for carrying out the purposes of this Agreement, which subagents shall have similar powers of appointment.

3. It is understood and agreed that: (a) Owner takes title to the Tax-Exempt Materials at the point of delivery; (b) Owner assumes the risk of loss for all Tax-Exempt Materials; and (c) Owner bears all risk for defects in the Tax-Exempt Materials, including Tax-Exempt Materials incorporated into the real estate.

4. Agent (and any subagents) shall include the following Notice to Vendors/Suppliers in all purchase orders and other documents furnished to a vendor or supplier in connection with the purchase of any Tax-Exempt Materials:

NOTICE TO VENDORS/SUPPLIERS

The materials to which this document relates are being purchased by (name of the Agent or subagent) as the purchasing agent of the City of Detroit Lakes, MN (“the Owner”). It is the Owner’s obligation, not the purchasing agent’s, to pay for the materials. Because the Owner is a joint powers board created under Minnesota statute, this purchase is exempt from sales tax under Minn. Stat. § 297A.70.

5. Agent shall exercise reasonable care in performance of its duties as purchasing agent, including the inspection of the Tax-Exempt Materials for obvious or apparent defects or the failure of such materials to conform to the plans, specifications and all Contract Documents relating to the Project.

6. Owner shall pay the sum of \$858,138.00 for all of the Tax-Exempt Materials purchased by Agent under this Agreement.

Agent shall direct vendors and suppliers to deliver invoices for the Tax-Exempt Materials to Owner in care of Agent at 7900 Hastings Road, Baxter, MN 56425. Agent shall submit invoices for payment to Owner, which invoices shall be due and payable upon Owner’s receipt of the invoices.

7. Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes. Upon reasonable notice to Owner, Agent may (but is not obligated to) take such actions as it deems reasonable in response to the threatened imposition or assessment of taxes, which actions shall be deemed to have been taken on Owner’s behalf. If any Minnesota sales or use taxes are imposed or assessed with respect to any Tax-Exempt Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest, and shall hold Agent harmless and indemnify Agent from any such cost or expense related thereto, including any legal fees and costs incurred by Agent in connection therewith or in connection with the enforcement of this paragraph.

8. The agency relationship created by this Agreement is intended to be in compliance with Minnesota Rule 8130.1200 and its current interpretation by the Minnesota Department of Revenue.

9. The alternative dispute resolution provisions (if any) in the Owner/Contractor Agreement are incorporated herein by reference and are applicable to any dispute between the parties hereto arising out of this Agreement.

10. Owner may terminate this Agreement at any time and for any reason. Upon receiving notice of termination, Agent shall cease making any purchases and shall promptly notify any subagents it has appointed that such appointment has likewise been terminated, that

they are to cease initiating any new purchases, and that they are to likewise notify any subagents they have appointed that they are to cease initiating any new purchases. Any purchases that were initiated by Agent or subagent prior to its receiving notice of termination and that cannot be reasonably reversed after it received notice of termination shall be deemed to have been made with authority.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and any subagents appointed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

OWNER: By: _____

Its: City Administrator

AGENT: By: _____

Its: _____



QUOTATION

Exhibit A

Custom - 17880-R0

Customer

Apex Engineering Group - Jon Olson
920 McKinley Ave
Detroit Lakes, MN 56501
218-844-2580

Sales Representative

Sue Ayers
Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
651.815.4097

Project Information

Project Name Crossing 24MR
Location Detroit Lakes, MN
Zip Code Site 56501
Zip Code Shipping 56501
Date Quoted 8/13/2024
Expiration 10/12/2024
Quantity 1

Design Criteria

Building Code 2020 MINNESOTA BC
Ground Snow 60
Wind Speed 110

CRS-24MR - 12 - 7.5

Product Information	Product Description	Unit Price	Extended Price
Base			
Steel Frame	24 ft. Crossing	\$68,950.00	\$68,950.00
Primary Roof	Multi-Rib	\$5,360.00	\$5,360.00
		SubTotal	\$74,310.00
Options			
Anchor Bolt Kit	Cast-in-Place Anchor Rods, Nuts, and Template	\$660.00	\$660.00
		SubTotal	\$660.00
Misc			
Engineering Fee	Signed and Sealed Calculations and Drawings	\$500.00	\$500.00
Freight	646 miles. Weight (lbs): 8181	\$3,000.00	\$3,000.00
		SubTotal	\$3,500.00



Notes

Pricing assumes 4 columns. /

Summarized Price

Base	\$74,310.00
Options	\$660.00
Structure Subtotal	\$74,970.00
Building Price Each	\$74,970.00
Miscellaneous	\$3,500.00
TOTAL	\$78,470.00

Subject To Submittal Approval

See following pages for Qualifications, Terms and Conditions, and Warranty Information

Design and Engineering

1. Pricing assumes Risk Category II for all structures with roof coverings and Risk Category I for all other structures (e.g. trellis, portal, etc.) as well as Wind Exposure C and clear wind flow as defined by ASCE 7, unless noted otherwise.
2. Pricing assumes a 20' separation between any adjacent structure with an eave height equal to or greater than the eave height of this structure if the ground snow load is greater than 0 PSF to account for drifted snow, unless noted otherwise.
3. Pricing assumes standard size electrical cutouts, unless noted otherwise: 2-3/8" wide x 4" tall single gang cutouts in columns at 18" or 48" above finish grade or 3/4" diameter cutouts in roof framing members.
4. Quotation is based on Poligon's interpretation of any drawings or documentation provided at time of quote request.
5. Deviation of design from the supplied quote and preliminary drawing may result in price changes. All design changes should be submitted to Poligon for re-quoting purposes.
6. Poligon provides pricing and engineering for the most cost effective and efficient frame, meeting Poligon's design philosophy of hidden bolted connections (no field welding required).
7. If this quotation does not reference specific design elements that must be incorporated, please work with Poligon to update the quotation as required (e.g. column sizes, column locations, roof pitch, snow guards, etc.). Snow guards are required for structures with a pitch of 4:12 or greater per the Kentucky Building Code.
8. All member sizes are preliminary until the engineering package has been completed. Preliminary reaction forces and foundation sizing may be provided upon request and should be used for budget purposes only.
9. Due to the varying tax requirements nationwide, if applicable, all required taxes should be applied to this quotation and included on the customer purchase order and/or contract for ordering purposes. All applicable taxes will be applied to the invoice if a tax exemption certificate is not provided.
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Fabrication and Shipping

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PROJECT:

LOCATION:

BUILDING TYPE: CRS 24

ROOF TYPE: MULTI-RIB

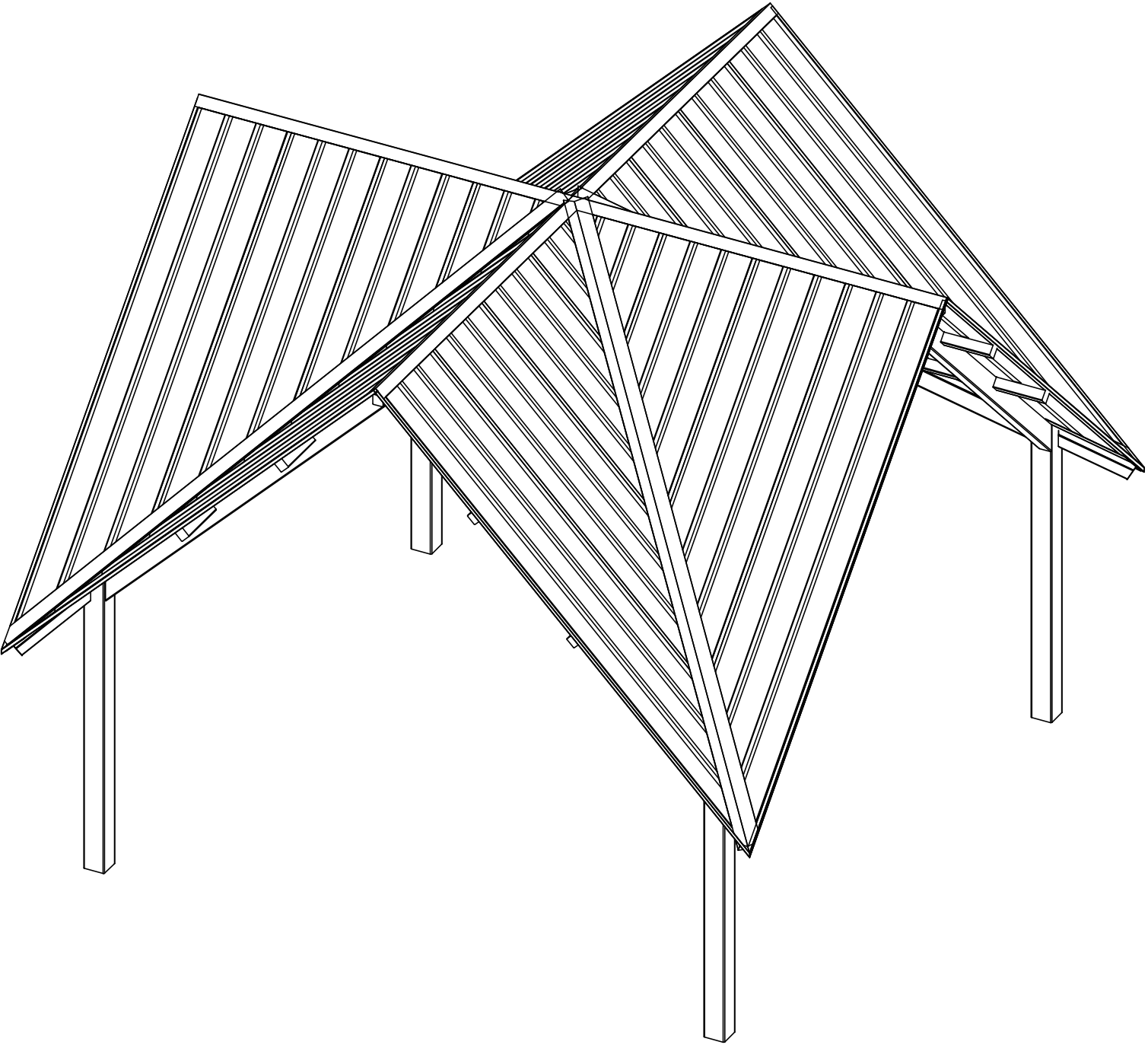
BUILDING NUMBER:

ORDER NUMBER:

QUOTE NUMBER:

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

FABRICATOR APPROVALS:
CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010
CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF_000042
CITY OF HOUSTON, TX APPROVED FABRICATOR #470
CLARK COUNTY, NV APPROVED FABRICATOR #264
STATE OF UTAH APPROVED FABRICATOR 02008-14
AISC APPROVED FABRICATOR C-00018751

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653



GENERAL NOTES:
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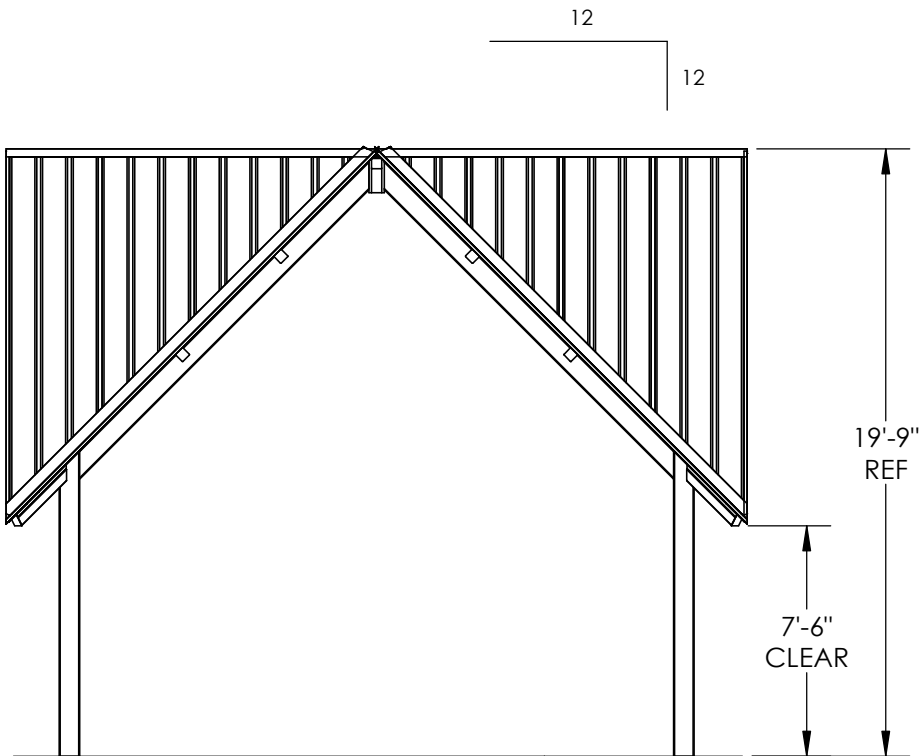
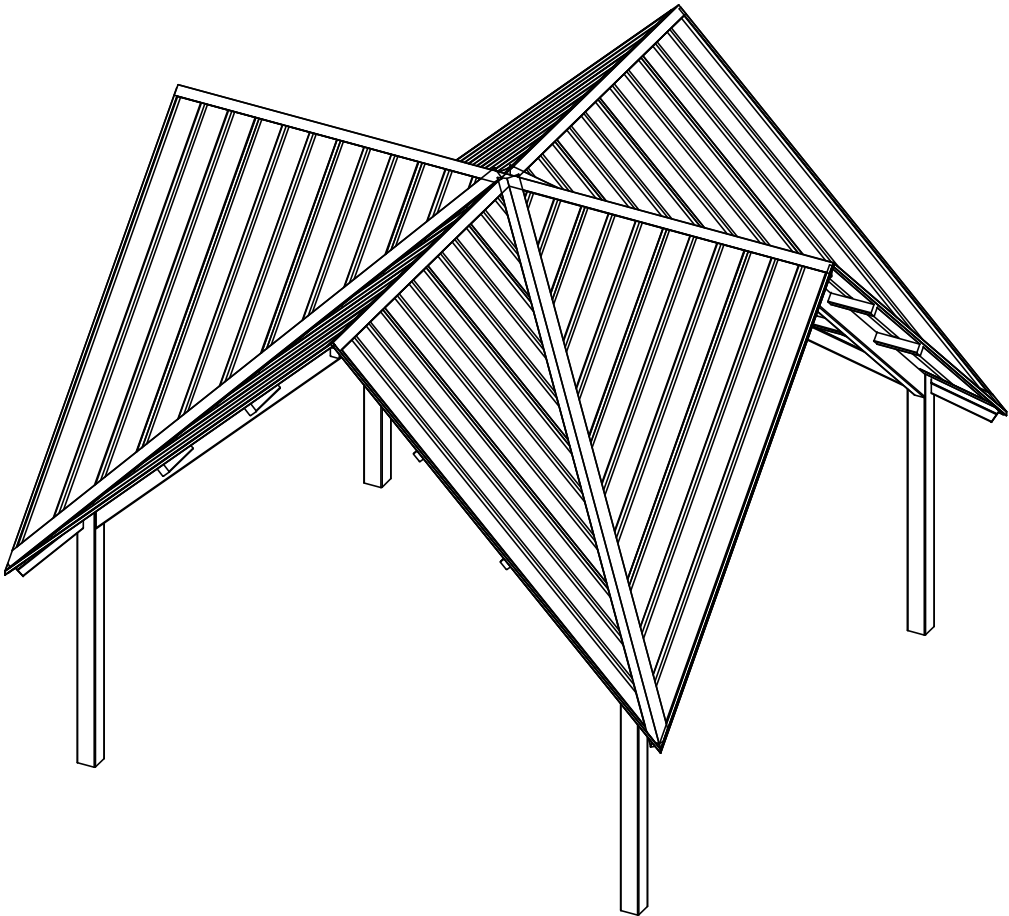
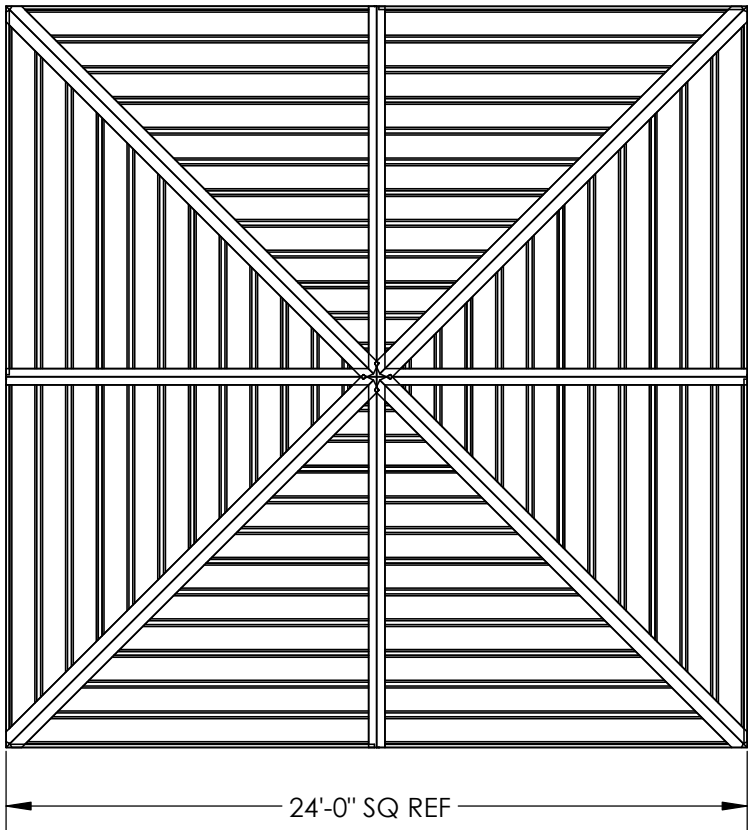
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STOP!!
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY
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ONLY

GENERAL ROOF NOTES:

- 1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
- 2. TRIM COLOR MATCHES ROOF
- 3. SEE POLIGON.COM FOR COLOR OPTIONS

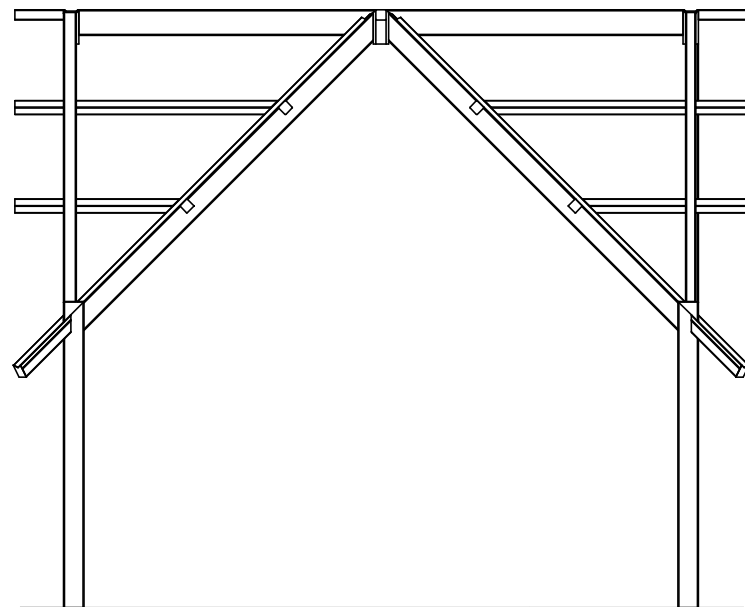
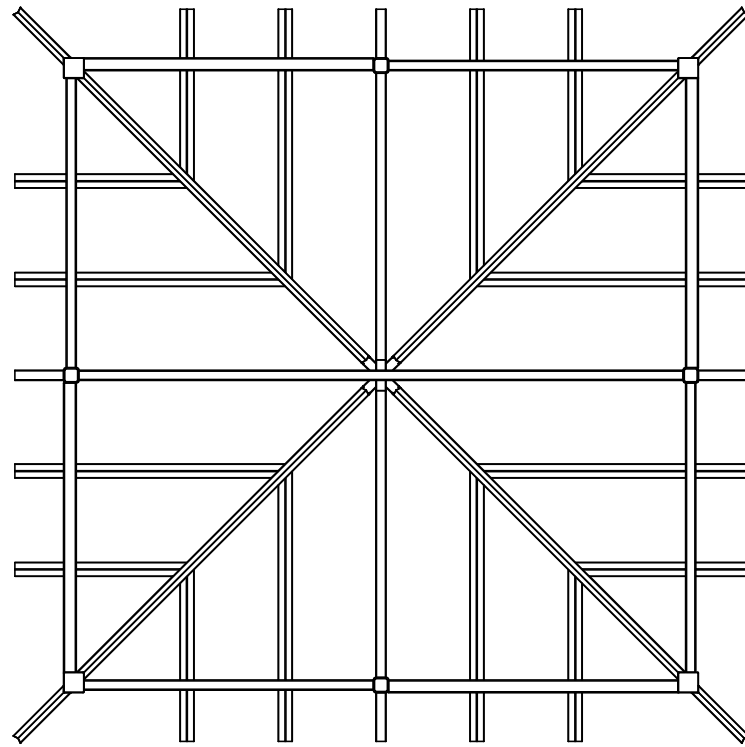


FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

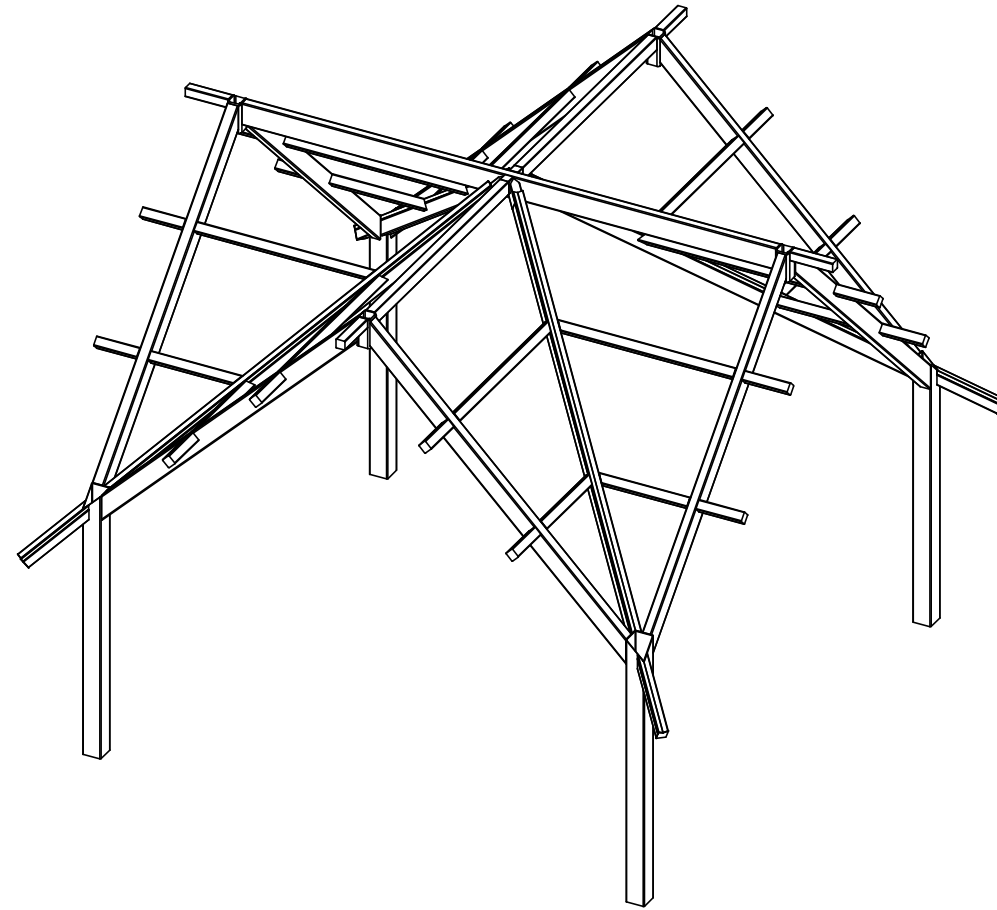
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ONLY

DRAWING: ARCHITECTURAL ELEVATIONS	
SCALE: 1:75	REV LEVEL: A
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FINISH GRADE.
MOUNTING VARIES
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REQUIREMENTS.



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ONLY

DRAWING: STRUCTURAL FRAMING PLAN	
SCALE: 1:75	REV LEVEL: A
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FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN
COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.



QUOTATION

Custom - 17885-R0

Customer

Apex Engineering Group - Jon Olson
920 McKinley Ave
Detroit Lakes, MN 56501
218-844-2580

Sales Representative

Sue Ayers
Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
651.815.4097

Project Information

Project Name PRV-D
Location Detroit Lakes, MN
Zip Code Site 56501
Zip Code Shipping 56501
Date Quoted 9/5/2024
Expiration 11/4/2024
Quantity 1

Design Criteria

Building Code 2020 MINNESOTA BC
Ground Snow 60
Wind Speed 110

PRV-6.67x10.5MG - 1 - 8.1666666600000006

Product Information	Product Description	Unit Price	Extended Price
Base			
Steel Frame	6.67x10.5 ft. Privacy Shelter	\$13,300.00	\$13,300.00
Primary Roof	Mega-Rib	\$3,650.00	\$3,650.00
		SubTotal	\$16,950.00
Options			
Windscreens	Perf. 0.063 ga Al, 0.25" at 0.313" O.C. - 2 Side / 1	\$13,640.00	\$13,640.00
Anchor Bolt Kit	Cast-in-Place Anchor Rods, Nuts, and Template	\$750.00	\$750.00
		SubTotal	\$14,390.00
Misc			
Engineering Fee	Signed and Sealed Calculations and Drawings	\$500.00	\$500.00
Freight	646 miles. Weight (lbs): 1520	\$1,500.00	\$1,500.00
		SubTotal	\$2,000.00



Notes

Pricing assumes 5 columns. /

Summarized Price

Base	\$16,950.00
Options	\$14,390.00
Structure Subtotal	\$31,340.00
Building Price Each	\$31,340.00
Miscellaneous	\$2,000.00
TOTAL	\$33,340.00

Subject To Submittal Approval

See following pages for Qualifications, Terms and Conditions, and Warranty Information

Design and Engineering

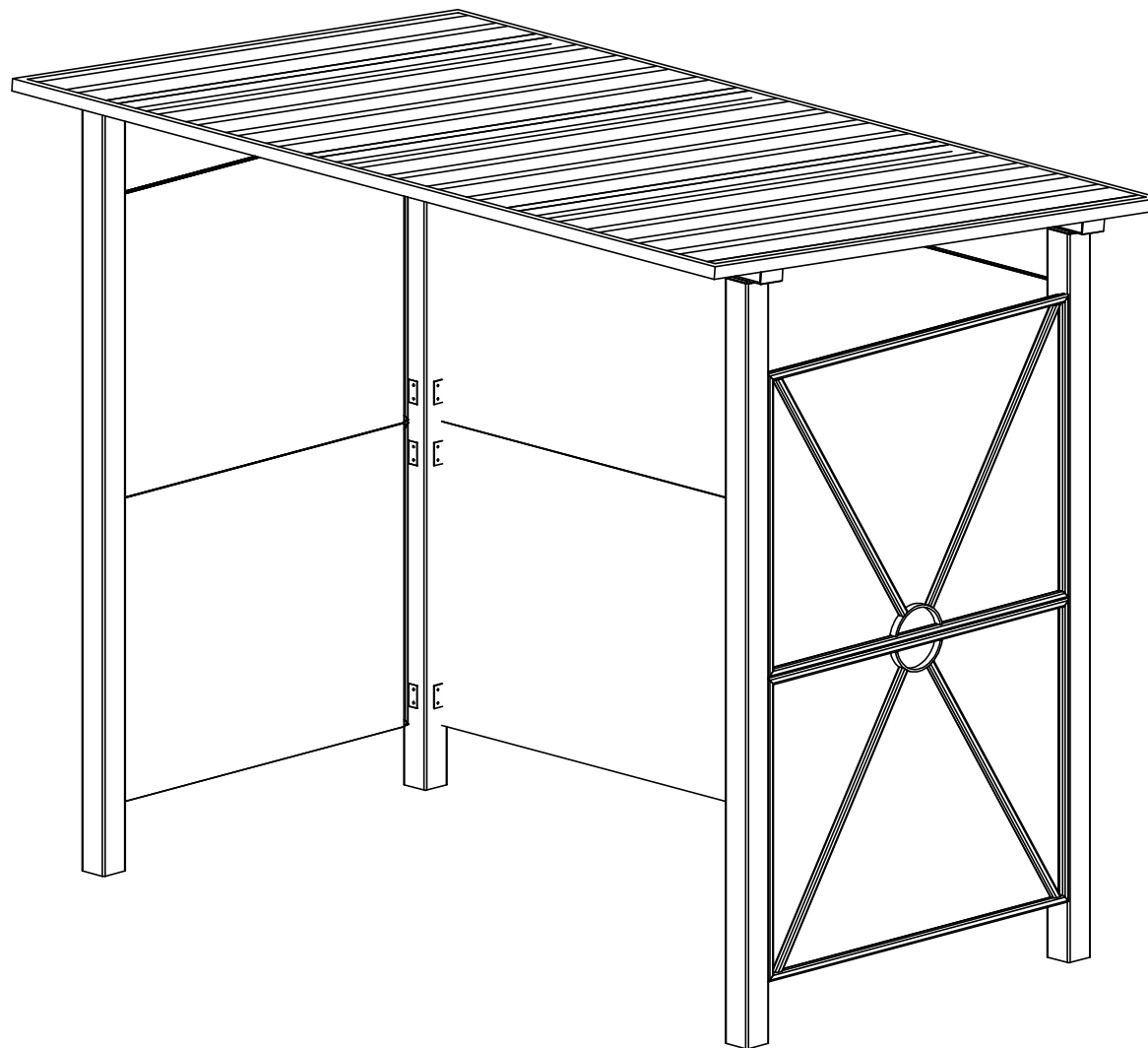
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3. Pricing assumes standard size electrical cutouts, unless noted otherwise: 2-3/8" wide x 4" tall single gang cutouts in columns at 18" or 48" above finish grade or 3/4" diameter cutouts in roof framing members.
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QUOTE NUMBER:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



ASTM DESIGNATION
A500 (GRADE B)
A53 (GRADE B)
A519
A1003 (GRADE 50)
A36
A653



STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

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by PORTER CORP
WWW.POLIGON.COM
MAIN: (616) 888-3500
FIELD SUPPORT: (616) 888-3504

CAD MODEL:
PRV-D-F1W

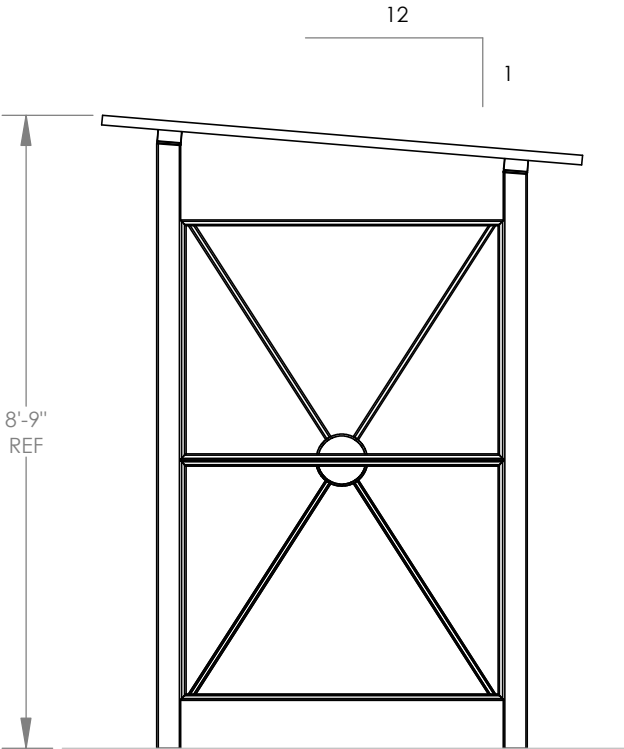
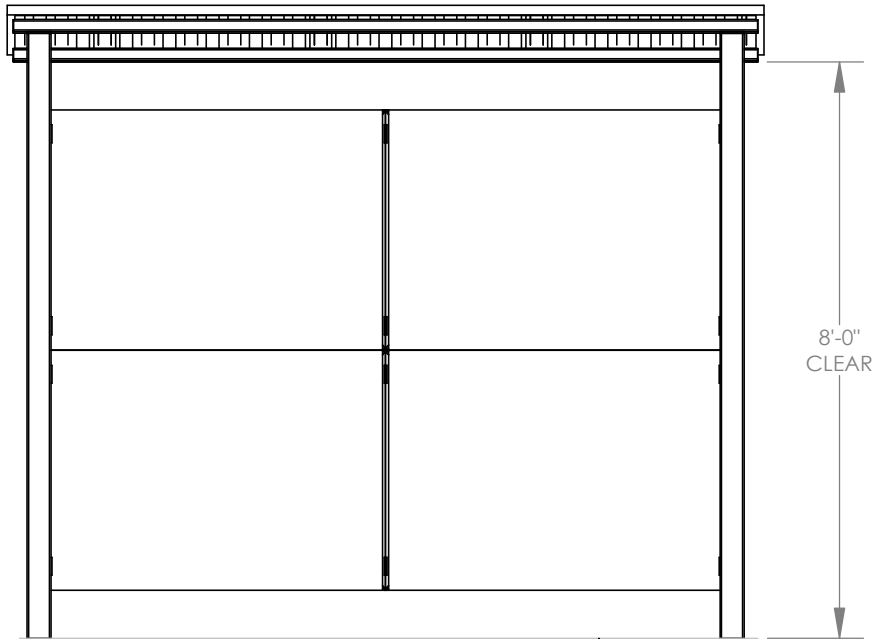
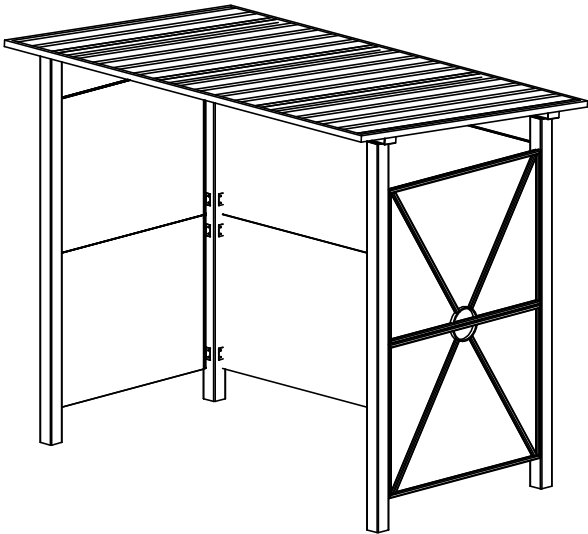
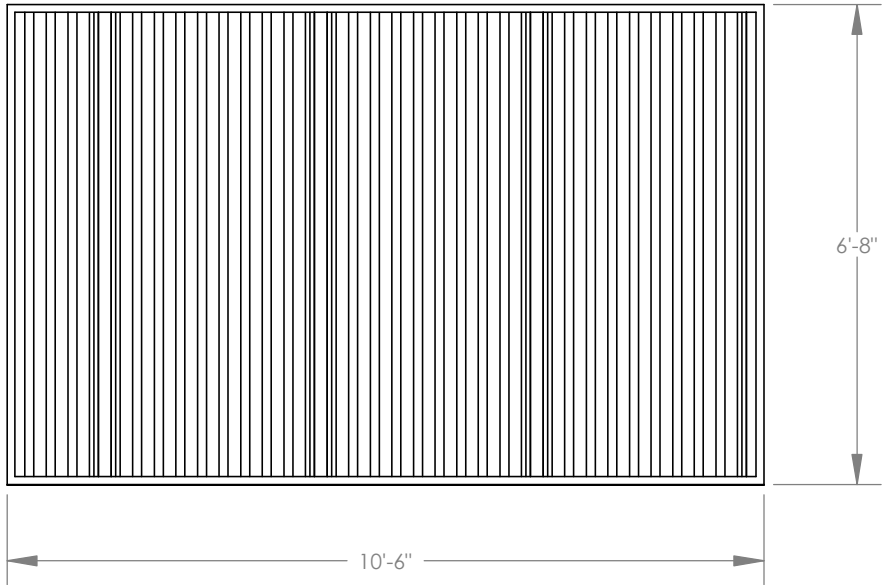
DRAWING:
COVER SHEET

SHEET

CS

GENERAL ROOF NOTES:

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 - KYNAR 500 PAINTED
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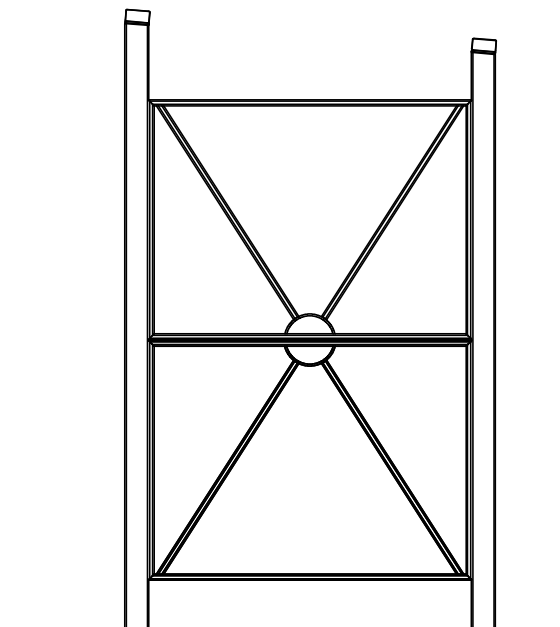
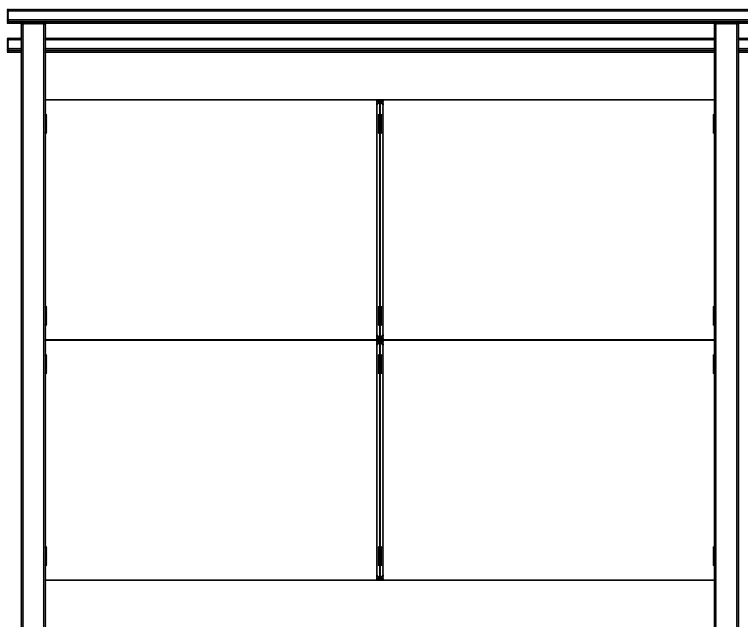
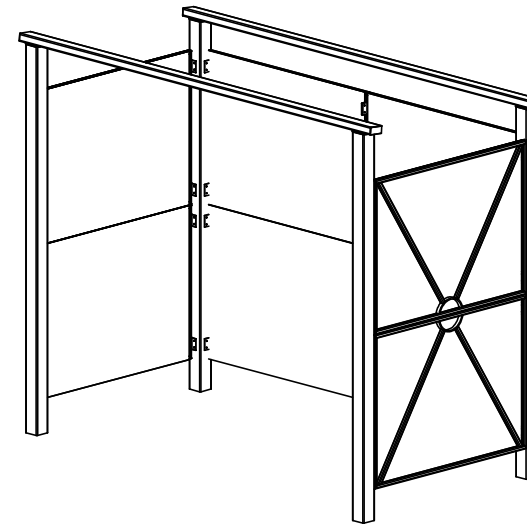
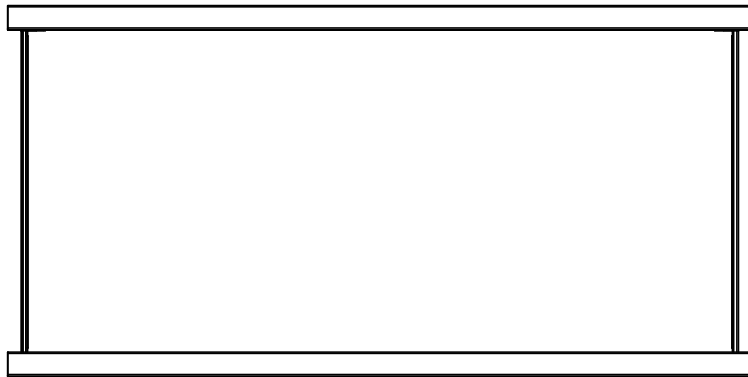


FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

STOP!!
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY
PLANNING AND ESTIMATING
ONLY

DRAWING: ARCHITECTURAL ELEVATIONS	
SCALE: 1:32	REV LEVEL: A
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(616)399-1963 www.poligon.com by PORTERCORP	SHEET 1



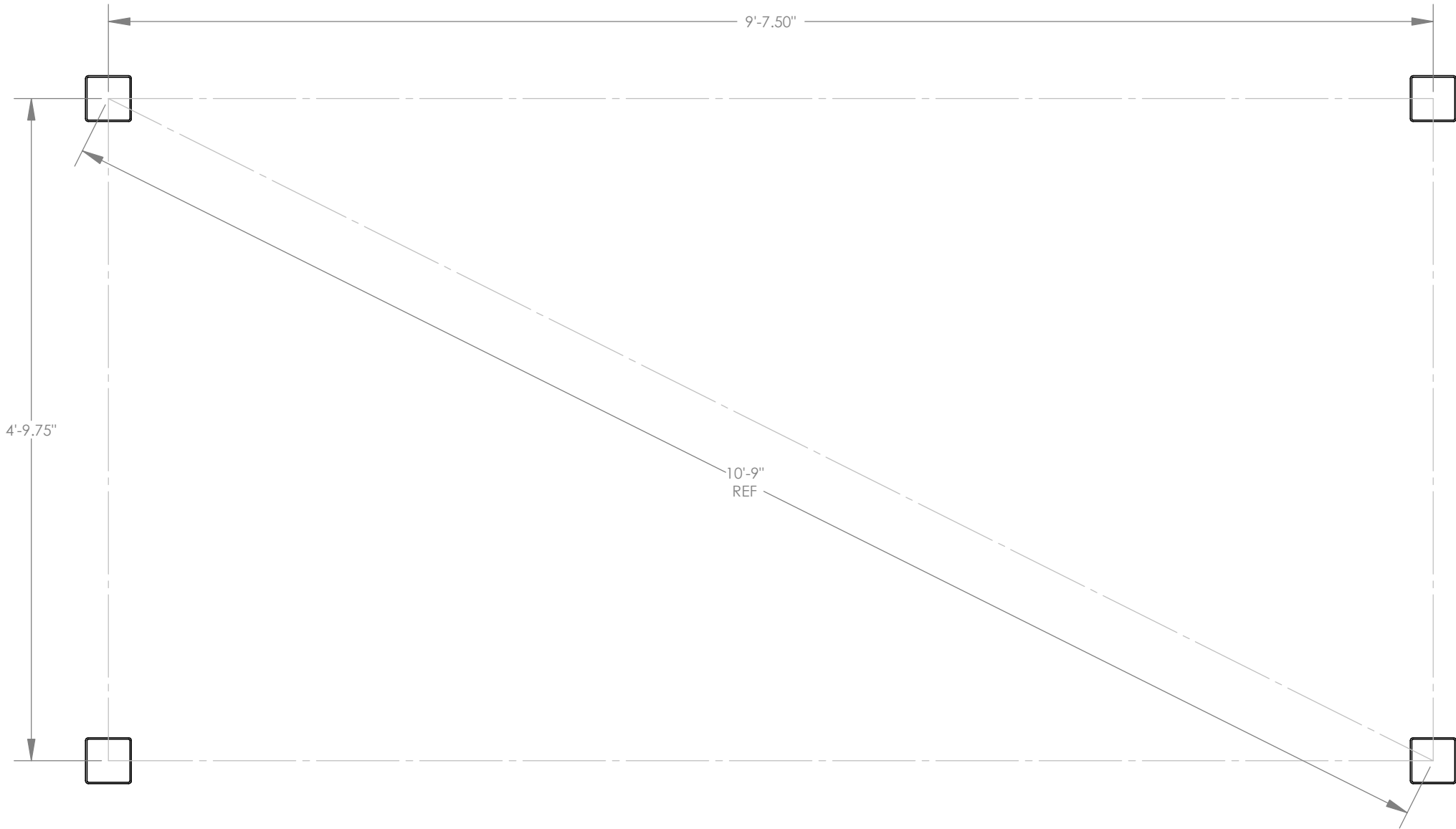
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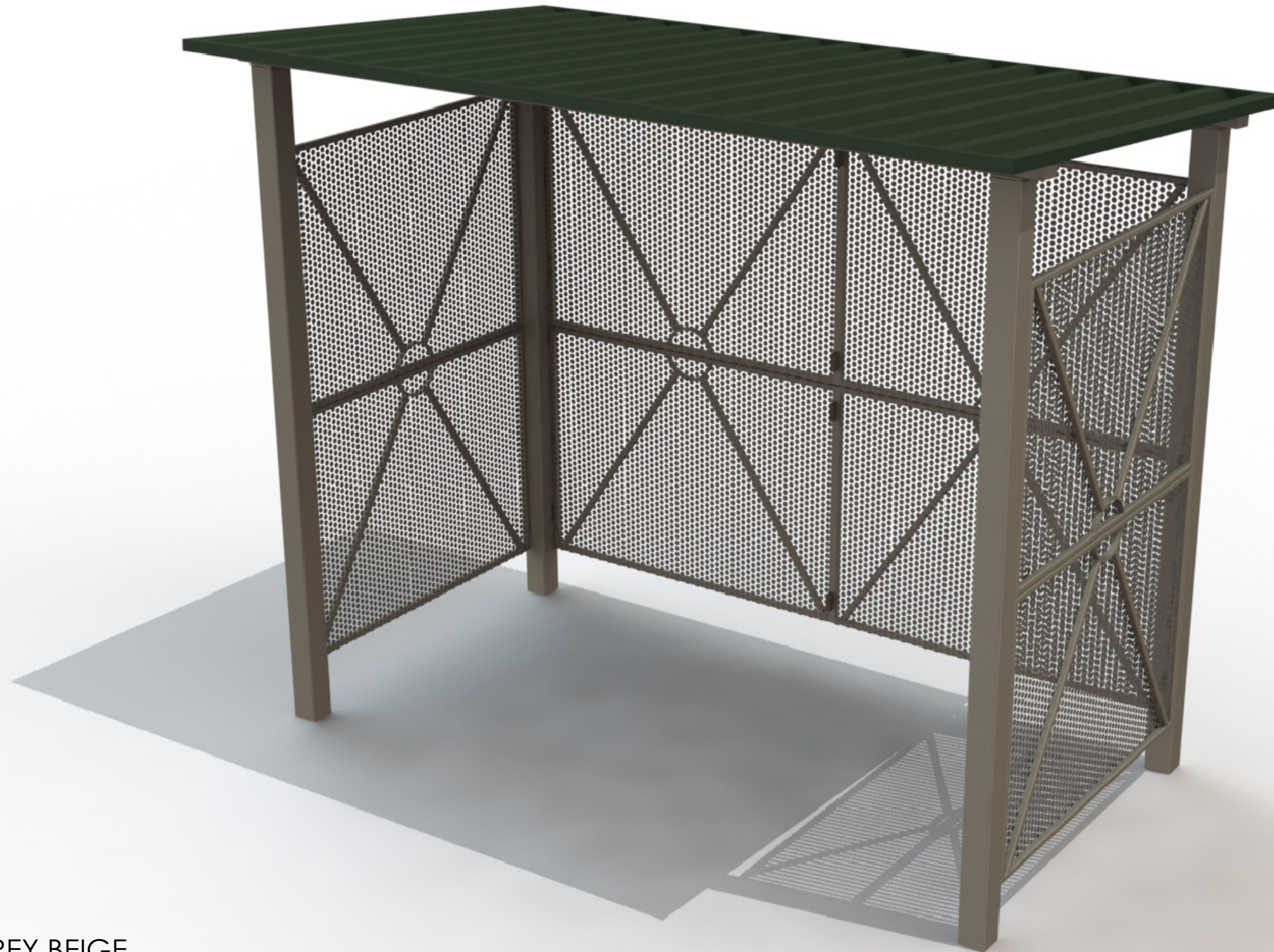
DRAWING: STRUCTURAL FRAMING PLAN	
SCALE: 1:32	REV LEVEL: A
poligon ® by PORTERCORP <small>COPYRIGHT 2016 PATENTED OR PATENTS PENDING PORTERCORP 4240 N. 136th AVE HOLLAND, MI 49424</small>	
(616)399-1963 www.poligon.com	SHEET 2

- BASEPLATE NOTES:**
- 1. POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
 - 2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY
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ONLY

DRAWING: COLUMN LAYOUT		
SCALE: 1:12	REV LEVEL: A	
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		SHEET 3



FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

PRV-D



QUOTATION

Custom - 17881-R0

Customer

Apex Engineering Group - Jon Olson
920 McKinley Ave
Detroit Lakes, MN 56501
218-844-2580

Sales Representative

Sue Ayers
Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
651.815.4097

Project Information

Project Name KSK 1-8MR
Location Detroit Lakes, MN
Zip Code Site 56501
Zip Code Shipping 56501
Date Quoted 8/8/2024
Expiration 10/7/2024
Quantity 1

Design Criteria

Building Code 2020 MINNESOTA BC
Ground Snow 60
Wind Speed 110

KSK-1x8MR - 6 - 7.25

Product Information	Product Description	Unit Price	Extended Price
Base			
Steel Frame	1x8 ft. Kiosk	\$8,700.00	\$8,700.00
Primary Roof	Multi-Rib	\$1,790.00	\$1,790.00
		SubTotal	\$10,490.00
Options			
Display Case	36"W x 48"H Display Case	\$2,960.00	\$2,960.00
Anchor Bolt Kit	Cast-in-Place Anchor Rods, Nuts, and Template	\$510.00	\$510.00
		SubTotal	\$3,470.00
Misc			
Engineering Fee	Signed and Sealed Calculations and Drawings	\$500.00	\$500.00
Freight	646 miles. Weight (lbs): 564	\$1,500.00	\$1,500.00
		SubTotal	\$2,000.00



Notes

Pricing assumes 1 columns. /

Summarized Price

Base	\$10,490.00
Options	\$3,470.00
Structure Subtotal	\$13,960.00
Building Price Each	\$13,960.00
Miscellaneous	\$2,000.00
TOTAL	\$15,960.00

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PROJECT:

LOCATION:

BUILDING TYPE: KSK 1-8

ROOF TYPE: MULTI-RIB

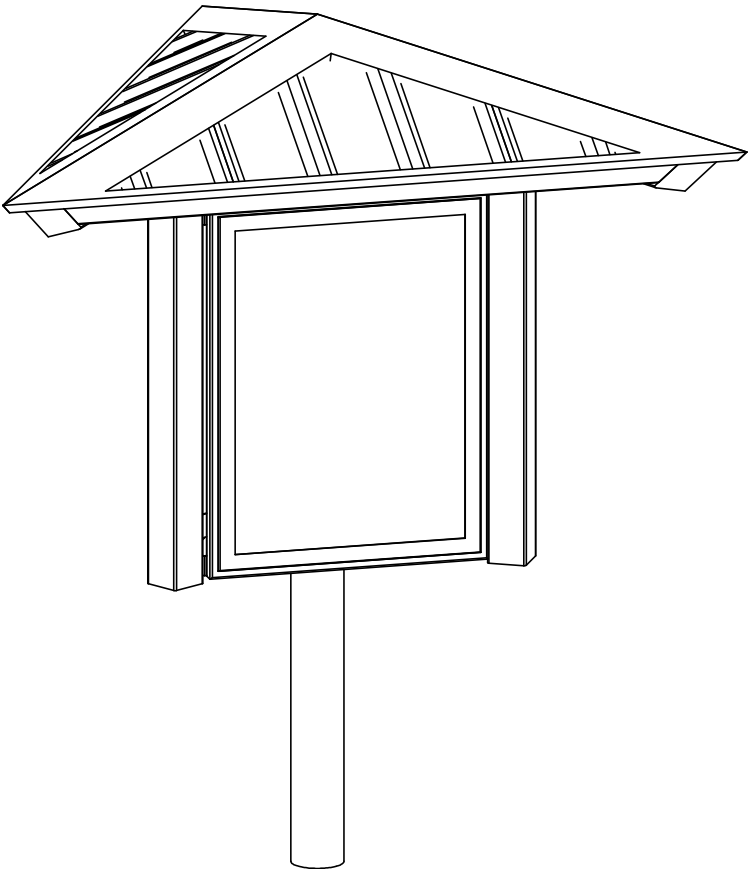
BUILDING NUMBER:

ORDER NUMBER:

QUOTE NUMBER:

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

FABRICATOR APPROVALS:
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CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF_000042
CITY OF HOUSTON, TX APPROVED FABRICATOR #470
CLARK COUNTY, NV APPROVED FABRICATOR #264
STATE OF UTAH APPROVED FABRICATOR 02008-14
AISC APPROVED FABRICATOR C-00018751

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653



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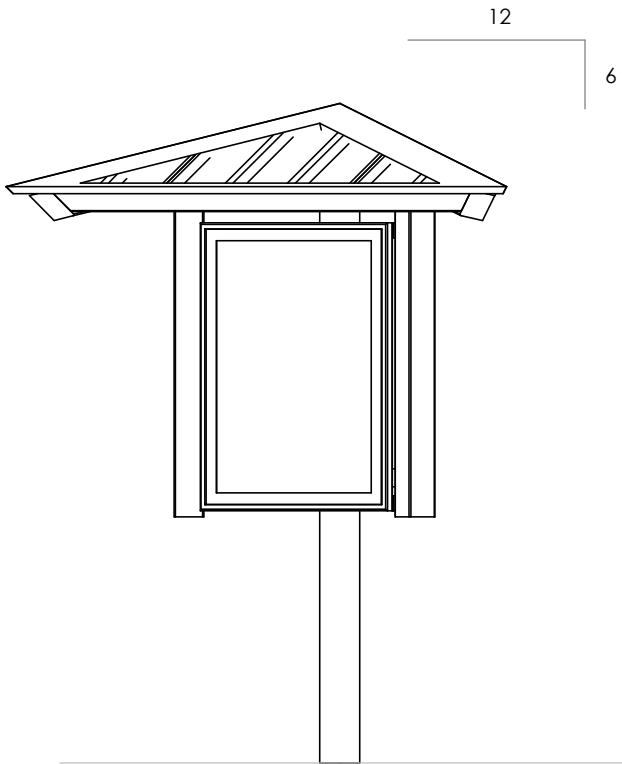
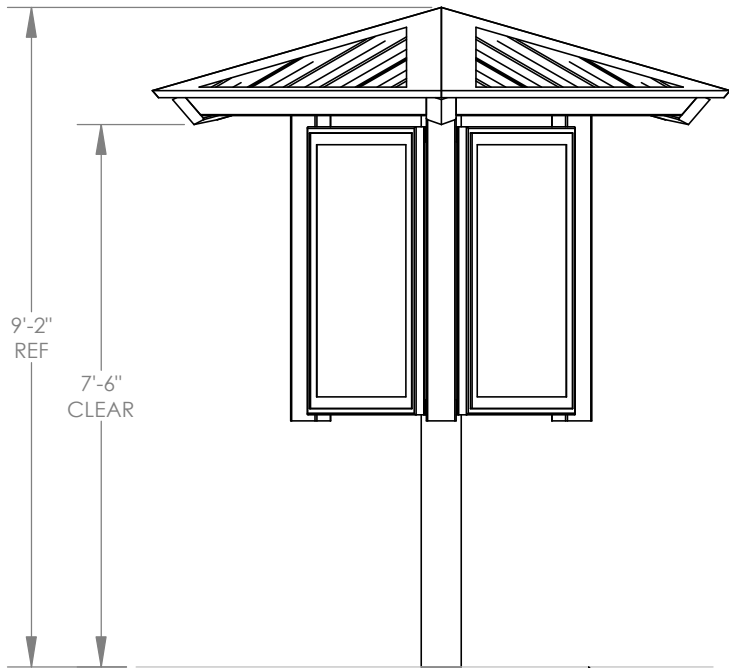
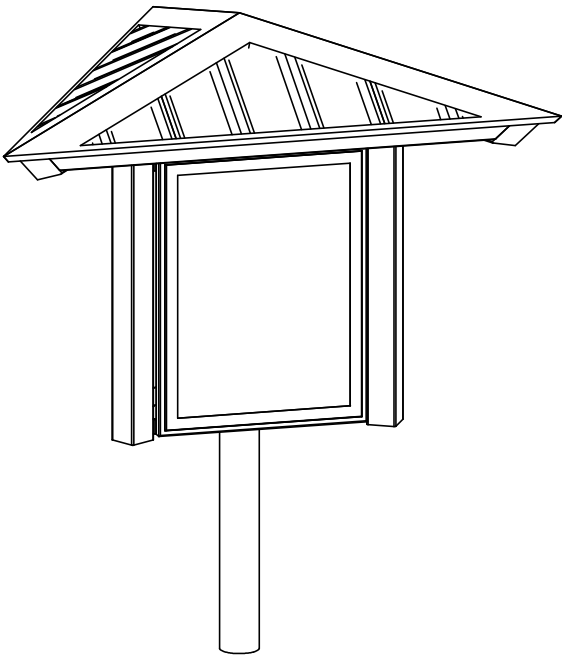
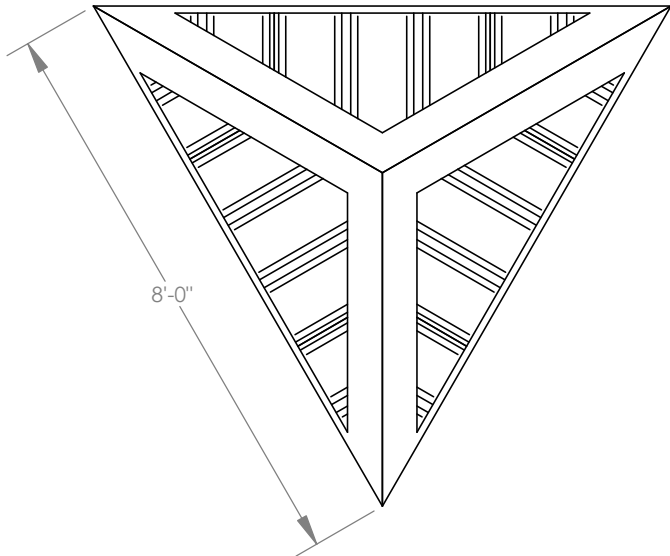
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GENERAL ROOF NOTES:

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 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
- 2. TRIM COLOR MATCHES ROOF
- 3. SEE POLIGON.COM FOR COLOR OPTIONS

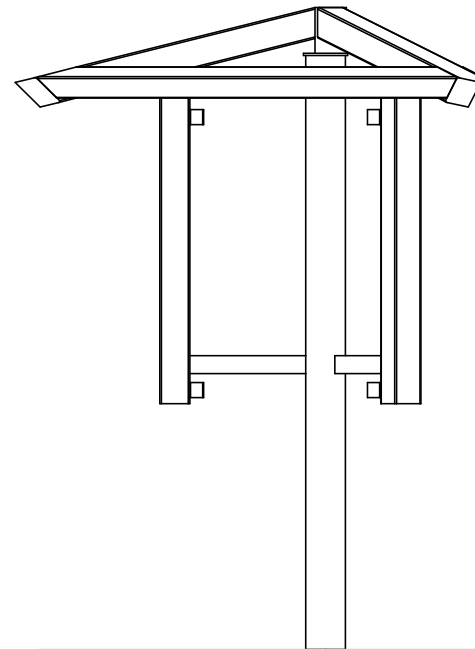
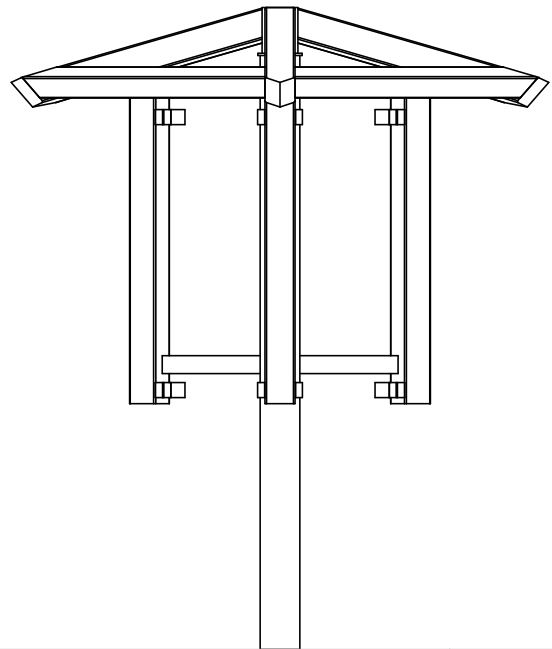
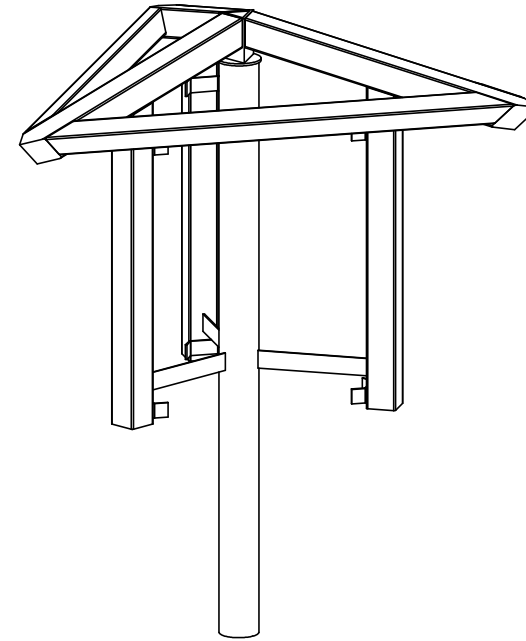
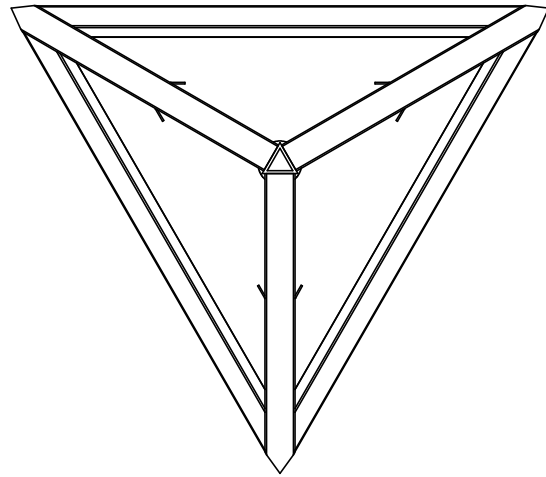


FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

STOP!!
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USE FOR PRELIMINARY
PLANNING AND ESTIMATING
ONLY

DRAWING: ARCHITECTURAL ELEVATIONS	
SCALE: 1:32	REV LEVEL: A
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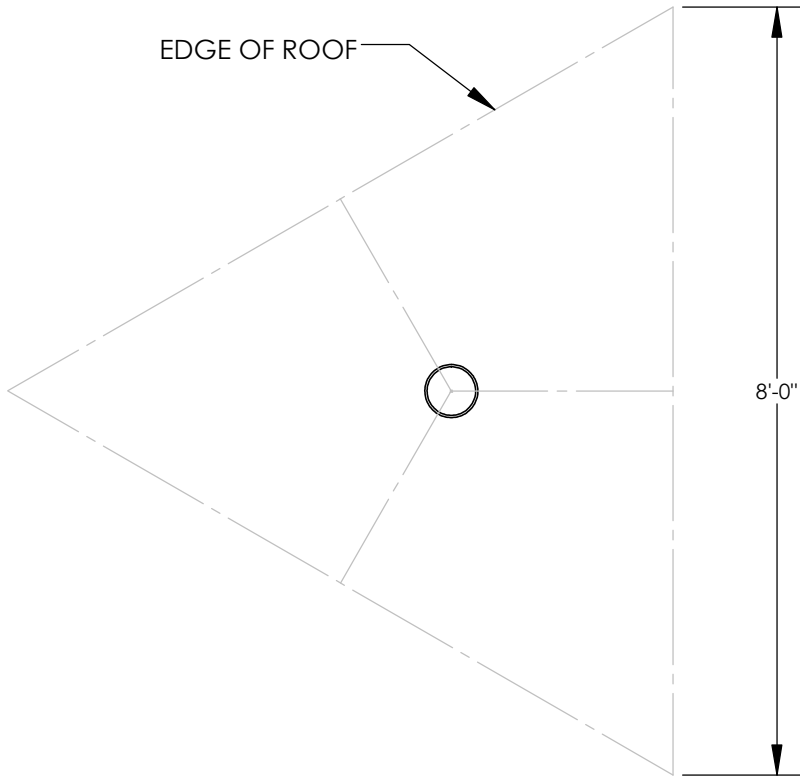
FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

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DRAWING: STRUCTURAL FRAMING PLAN		REV LEVEL: A
SCALE: 1:32		
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- BASEPLATE NOTES:**
- 1. POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
 - 2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



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DRAWING: COLUMN LAYOUT		
SCALE: 1:24	REV LEVEL: A	
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		SHEET 3



FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.



QUOTATION

Custom - 17887-R0

Customer

Apex Engineering Group - Jon Olson
920 McKinley Ave
Detroit Lakes, MN 56501
218-844-2580

Sales Representative

Sue Ayers
Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
651.815.4097

Project Information

Project Name SSG 8x9 MR
Location Detroit Lakes, MN
Zip Code Site 56501
Zip Code Shipping 56501
Date Quoted 8/9/2024
Expiration 10/8/2024
Quantity 1

Design Criteria

Building Code 2020 MINNESOTA BC
Ground Snow 60
Wind Speed 110

SSG-8x9MR - 4 - 7.5

Product Information	Product Description	Unit Price	Extended Price
Base			
Steel Frame	8x9 ft. Gable Roof Sun Shelter	\$12,320.00	\$12,320.00
Primary Roof	Multi-Rib	\$1,210.00	\$1,210.00
		SubTotal	\$13,530.00
Options			
Bench	Metal - Two Back to Back	\$3,110.00	\$3,110.00
Anchor Bolt Kit	Cast-in-Place Anchor Rods, Nuts, and Template	\$560.00	\$560.00
		SubTotal	\$3,670.00
Misc			
Engineering Fee	Signed and Sealed Calculations and Drawings	\$500.00	\$500.00
Freight	646 miles. Weight (lbs): 817	\$1,500.00	\$1,500.00
		SubTotal	\$2,000.00



Notes

Pricing assumes 2 columns. /

Summarized Price

Base	\$13,530.00
Options	\$3,670.00
Structure Subtotal	\$17,200.00
Building Price Each	\$17,200.00
Miscellaneous	\$2,000.00
TOTAL	\$19,200.00

Subject To Submittal Approval

See following pages for Qualifications, Terms and Conditions, and Warranty Information

Design and Engineering

1. Pricing assumes Risk Category II for all structures with roof coverings and Risk Category I for all other structures (e.g. trellis, portal, etc.) as well as Wind Exposure C and clear wind flow as defined by ASCE 7, unless noted otherwise.
2. Pricing assumes a 20' separation between any adjacent structure with an eave height equal to or greater than the eave height of this structure if the ground snow load is greater than 0 PSF to account for drifted snow, unless noted otherwise.
3. Pricing assumes standard size electrical cutouts, unless noted otherwise: 2-3/8" wide x 4" tall single gang cutouts in columns at 18" or 48" above finish grade or 3/4" diameter cutouts in roof framing members.
4. Quotation is based on Poligon's interpretation of any drawings or documentation provided at time of quote request.
5. Deviation of design from the supplied quote and preliminary drawing may result in price changes. All design changes should be submitted to Poligon for re-quoting purposes.
6. Poligon provides pricing and engineering for the most cost effective and efficient frame, meeting Poligon's design philosophy of hidden bolted connections (no field welding required).
7. If this quotation does not reference specific design elements that must be incorporated, please work with Poligon to update the quotation as required (e.g. column sizes, column locations, roof pitch, snow guards, etc.). Snow guards are required for structures with a pitch of 4:12 or greater per the Kentucky Building Code.
8. All member sizes are preliminary until the engineering package has been completed. Preliminary reaction forces and foundation sizing may be provided upon request and should be used for budget purposes only.
9. Due to the varying tax requirements nationwide, if applicable, all required taxes should be applied to this quotation and included on the customer purchase order and/or contract for ordering purposes. All applicable taxes will be applied to the invoice if a tax exemption certificate is not provided.
10. Porter Corp is responsible only for the structural design of the Steel Structure (and foundation design if applicable) it sells to the Builder. Porter Corp or their engineer is not the Design Professional or Engineer of Record for the Construction Project. Porter Corp is not responsible for the design of any components or materials not sold by it or their interface and connection with the Steel Structure.

Fabrication and Shipping

1. Upon order entry, Poligon will provide an order acknowledgement that will contain an expected ship date range. As the manufacturing process moves closer to these dates, a definitive ship date will be confirmed.
2. Poligon will not accept orders with restricted ship dates subject to liquidated damage clauses.
3. Upon manufacturing completion, the day prior to shipment, the Poligon Shipping Department will call the specified contact for shipment confirmation. Once the structure is loaded, the truck driver will call the specified contact to confirm the exact time of delivery to the job site or other location.



PROJECT:

LOCATION:

BUILDING TYPE: SSG 8x9

ROOF TYPE: MULTI-RIB

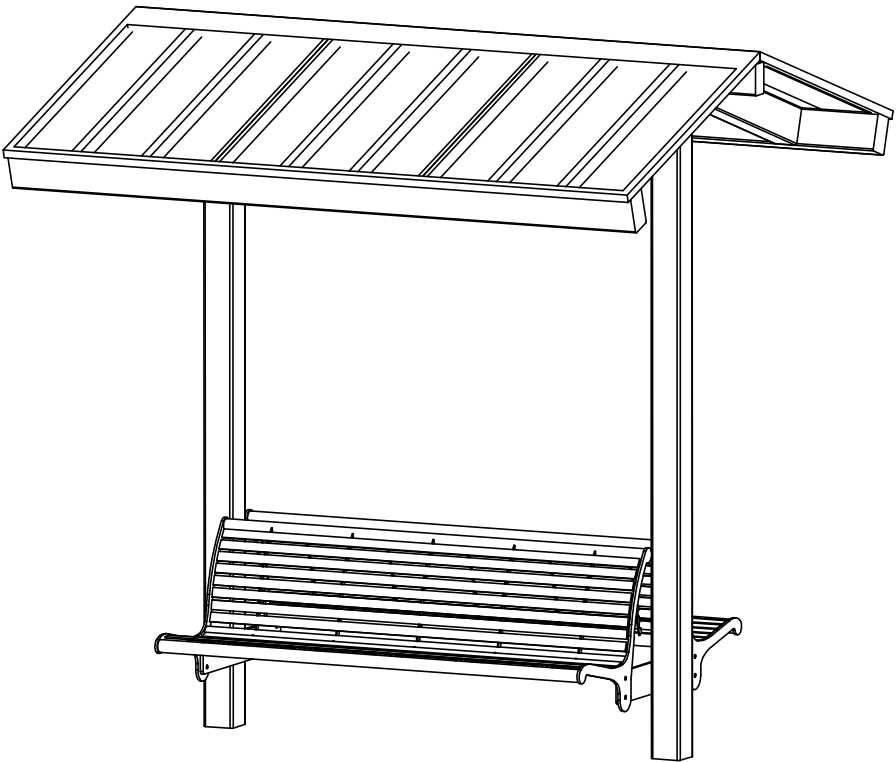
BUILDING NUMBER:

ORDER NUMBER:

QUOTE NUMBER:

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

FABRICATOR APPROVALS:
CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010
CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF_000042
CITY OF HOUSTON, TX APPROVED FABRICATOR #470
CLARK COUNTY, NV APPROVED FABRICATOR #264
STATE OF UTAH APPROVED FABRICATOR 02008-14
AISC APPROVED FABRICATOR C-00018751

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653



GENERAL NOTES:
UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. THE MANUFACTURER MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, THE MANUFACTURER MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY (AWS) CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

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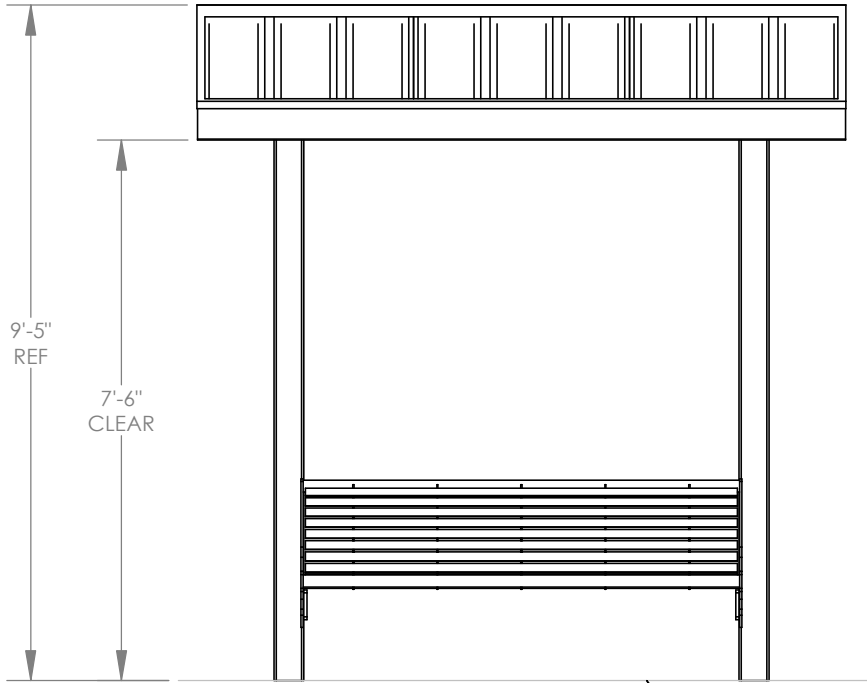
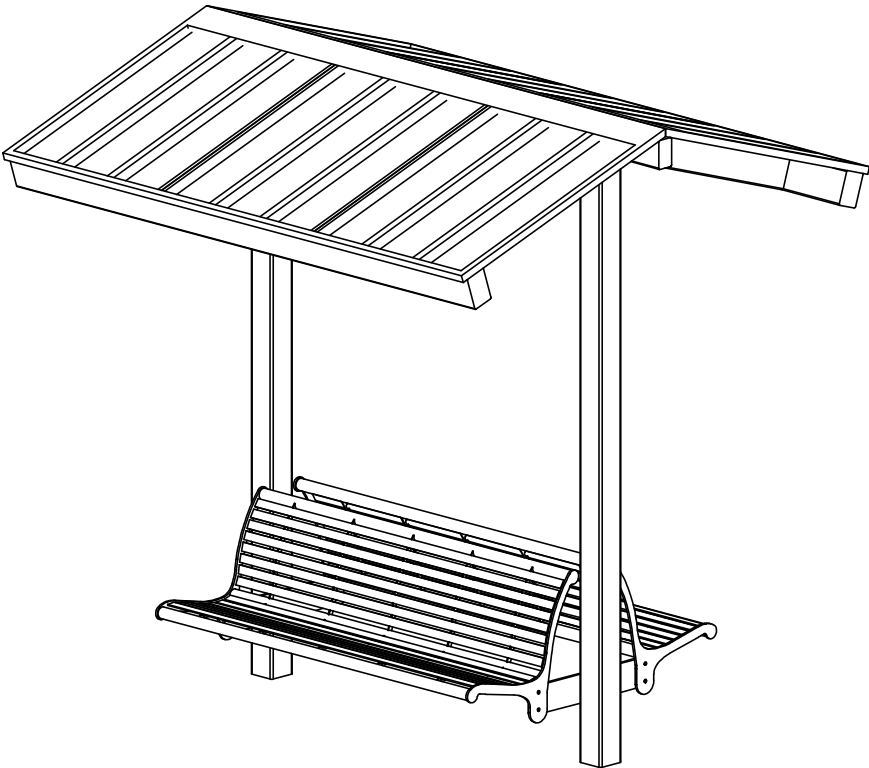
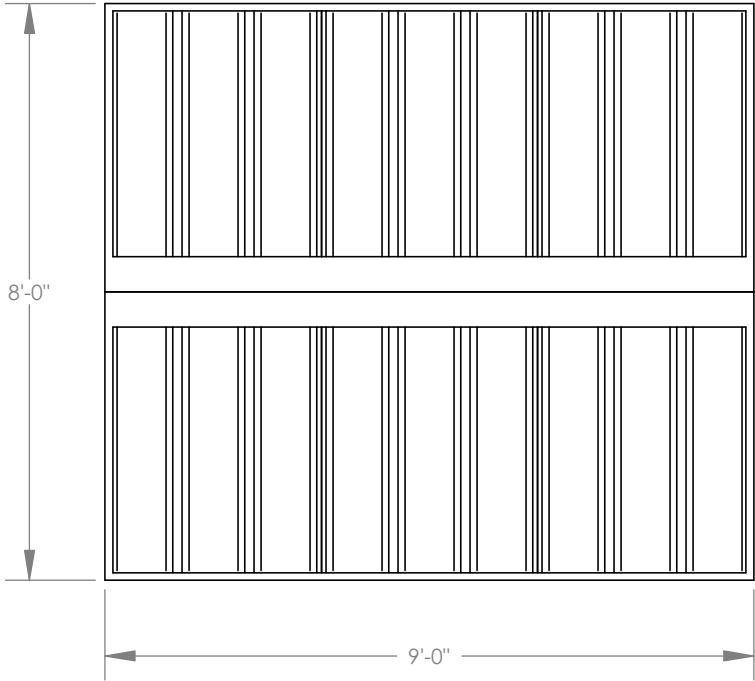
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WWW.POLIGON.COM
MAIN: (616) 888-3500
FIELD SUPPORT: (616) 888-3504

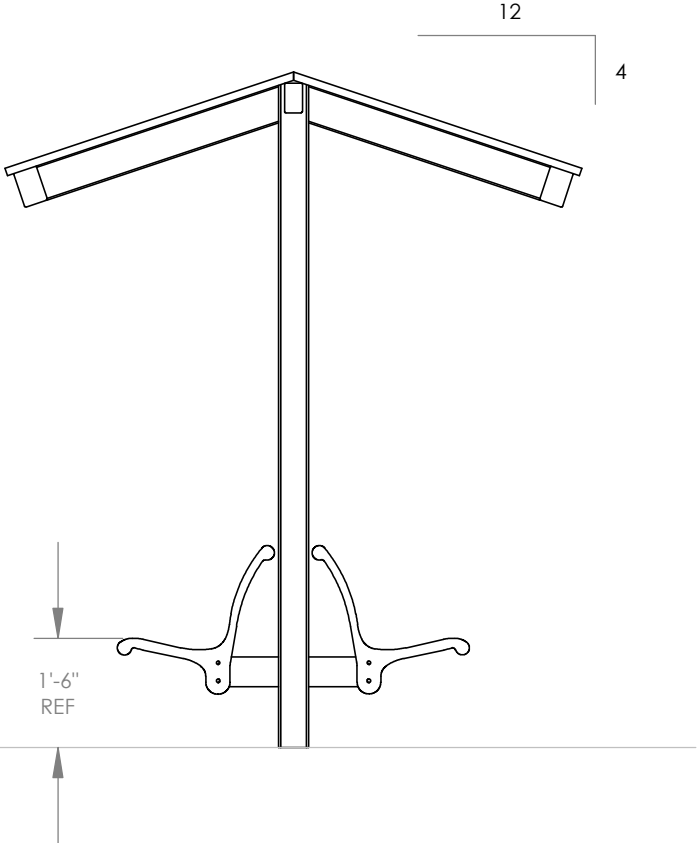
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SCALE: 1:30		JOB NO:	LOCATION:
		CAD MODEL: SSG-8x9-METAL BENCH-E1W	DRAWING: COVER SHEET
			SHEET CS

GENERAL ROOF NOTES:

1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE POLIGON.COM FOR COLOR OPTIONS



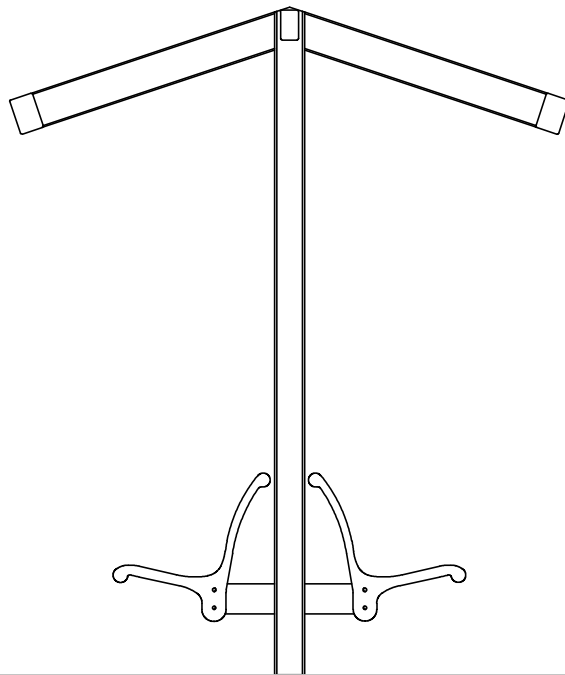
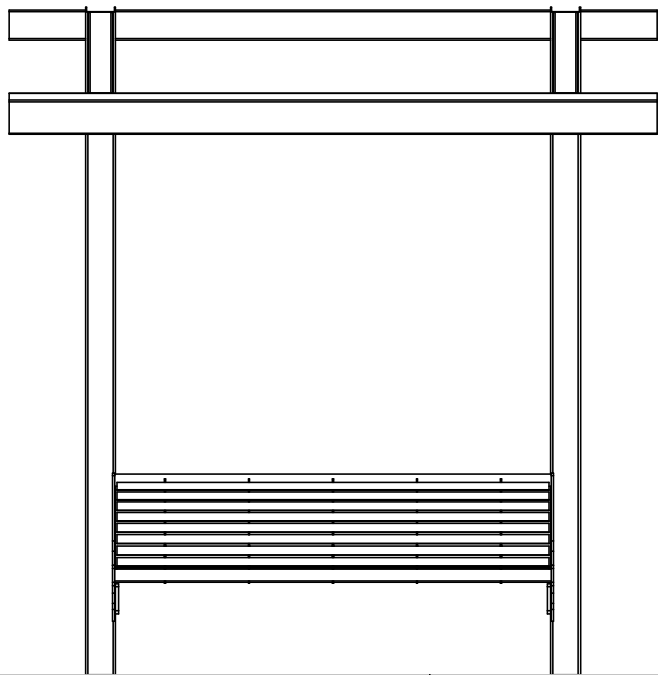
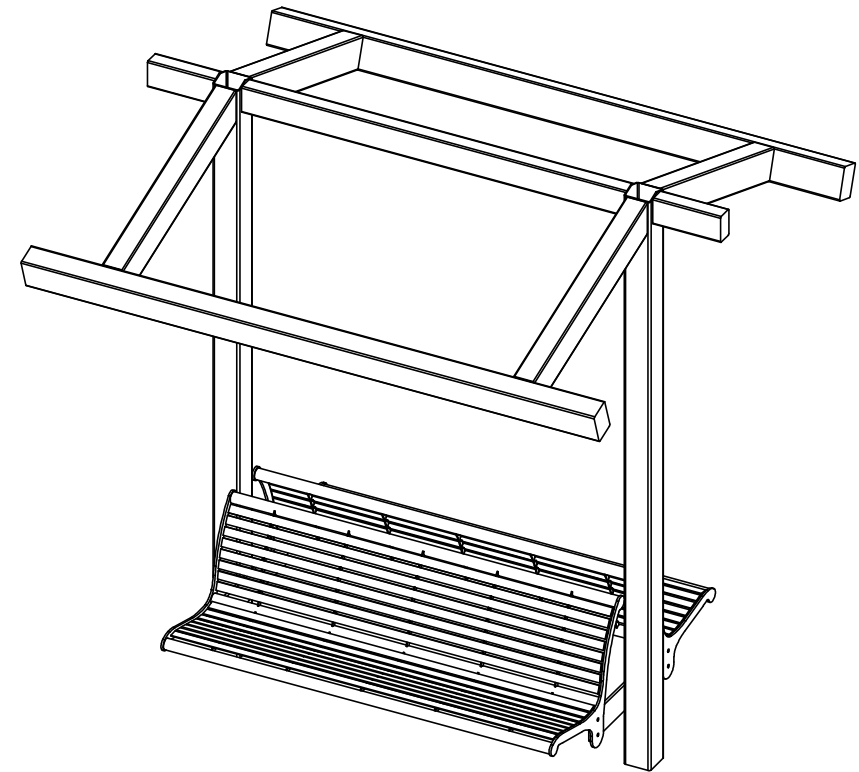
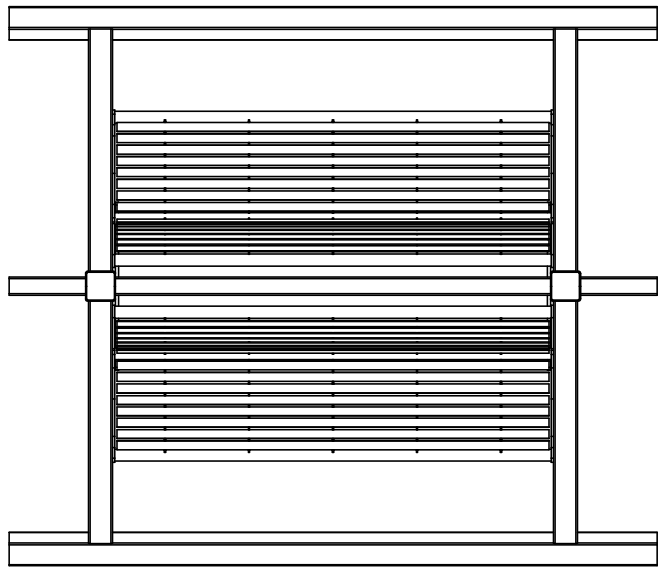
FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.



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DRAWING: ARCHITECTURAL ELEVATIONS	
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FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

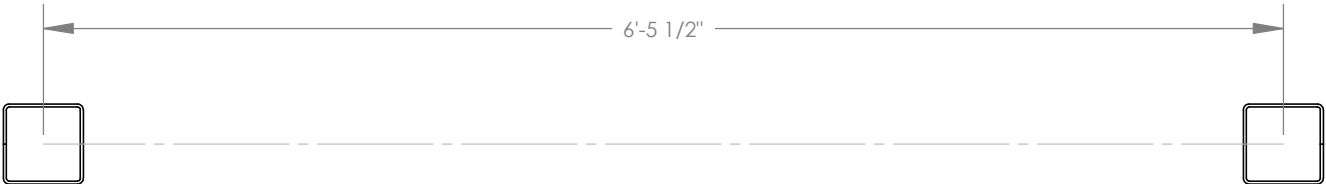
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DRAWING: STRUCTURAL FRAMING PLAN	
SCALE: 1:32	REV LEVEL: A
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(616)399-1963 www.poligon.com	SHEET 2

BASEPLATE NOTES:

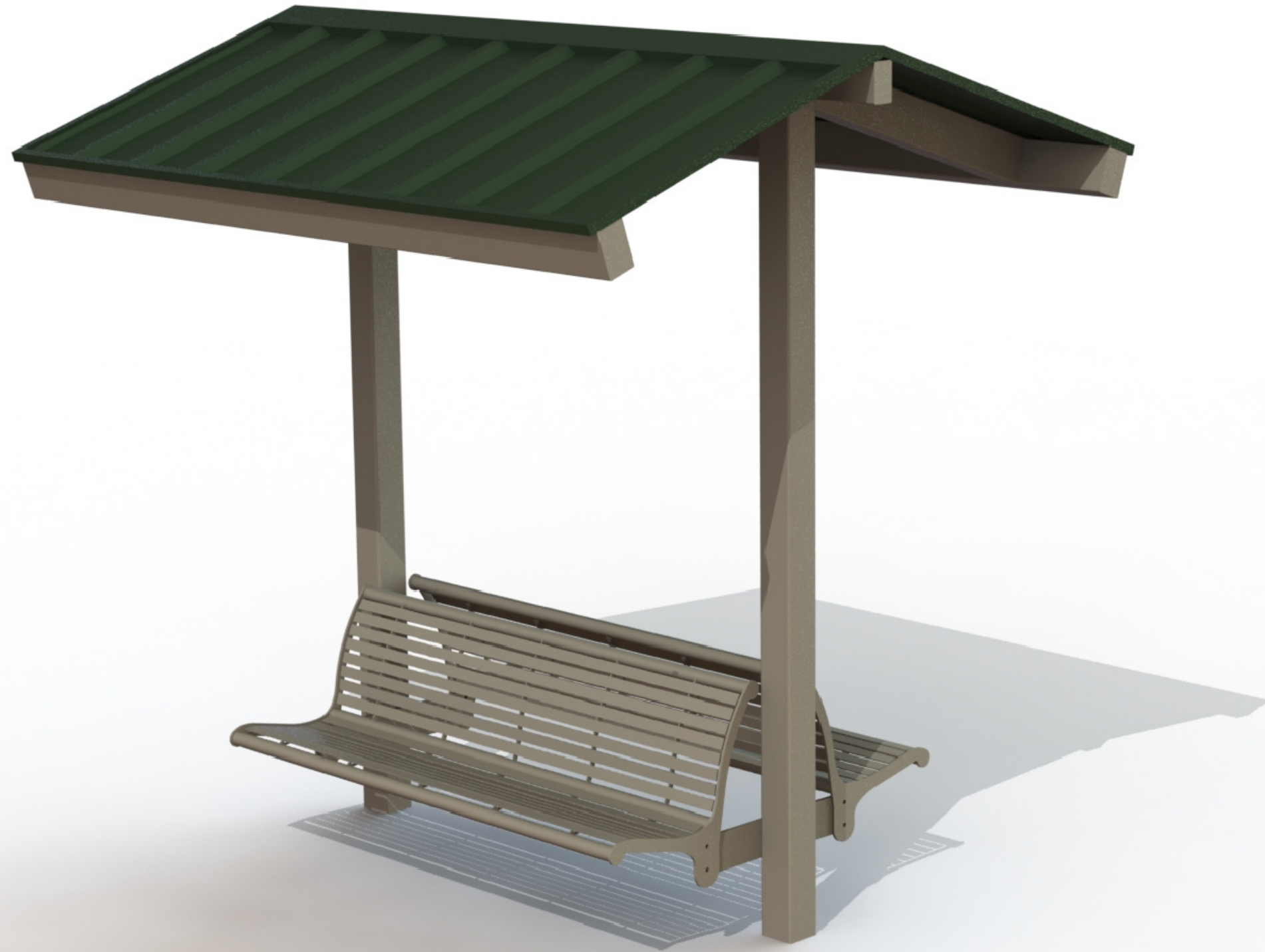
- 1. POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- 2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



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DRAWING: COLUMN LAYOUT		
SCALE: 1:12	REV LEVEL: A	
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FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE BIDDER.

The bidder hereby certifies the he/she has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are exempt from the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

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

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

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

Signed: _____
(bidder or his authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: 117-080-006

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.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... 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...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "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:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 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">(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;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(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;(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;(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(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;* |

(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 certify 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: 117-080-006

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.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: 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.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: 117-080-006

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. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: 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.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Heartland State Trail Trailhead
 Detroit Lakes, MN
 SP 117-080-006

Apex Project #23.178.0094

SCHEDULE OF PRICES

Contractor: _____

Item No.	Spec. Number	Item Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
1	2021.501	MOBILIZATION	1	LUMP SUM		
2	2100.614	SHELTER	1	STRUCTURE		
3	2100.614	TOILET BUILDING	1	STRUCTURE		
4	2101.502	CLEARING	1	EACH		
5	2101.502	GRUBBING	1	EACH		
6	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	88	LIN FT		
7	2104.504	REMOVE BITUMINOUS PAVEMENT	83	SQ YD		
8	2106.507	EXCAVATION - COMMON (P)	471	CU YD		
9	2106.507	COMMON EMBANKMENT (CV) (P)	8	CU YD		
10	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	116	CU YD		
11	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;8)1.5" THICK (P)	1084	SQ YD		
12	2501.503	6" CS PIPE CULVERT	10	LIN FT		
13	2503.601	CONSTRUCT METER STATION	1	LUMP SUM		
14	2503.602	STANDARD VALVE MANHOLE	1	EACH		
15	2504.602	FLUSHING HYDRANT	1	EACH		
16	2504.602	6" SADDLE	1	EACH		
17	2504.602	2" CORPORATION STOP	1	EACH		
18	2504.602	2" CURB STOP	1	EACH		
19	2504.603	2" TYPE PE PIPE	135	LIN FT		
20	2511.504	GEOTEXTILE FILTER TYPE	36	SQ YD		
21	2511.507	RANDOM RIPRAP CLASS II	2	CU YD		
22	2521.518	4" CONCRETE WALK	2457	SQ FT		
23	2540.602	KIOSK	1	EACH		
24	2540.602	BICYCLE RACK	1	EACH		
25	2540.602	DRINKING FOUNTAIN	1	EACH		
26	2540.602	WASTE RECEPTACLE	2	EACH		
27	2540.602	PET WASTE STATION	1	EACH		
28	2540.602	PICNIC TABLE	4	EACH		
29	2540.602	BENCH	2	EACH		
30	2540.602	BICYCLE REPAIR STATION	1	EACH		
31	2563.601	TRAFFIC CONTROL	1	LUMP SUM		

Item No.	Spec. Number	Item Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
32	2564.618	SIGN TYPE C	7.5	SQ FT		
33	2573.501	STORM DRAIN INLET PROTECTION	1	LUMP SUM		
34	2573.501	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM		
35	2573.503	SILT FENCE; TYPE MS	444	LIN FT		
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	168	LIN FT		
37	2573.601	TEMPORARY EROSION CONTROL	1	LUMP SUM		
38	2574.607	COMMON TOPSOIL BORROW	153	CU YD		
39	2575.501	TURF ESTABLISHMENT	1	LUMP SUM		
40	2582.503	4" SOLID LINE PAINT	202	LIN FT		
41	2582.518	PAVT MSSG PAINT	24.43	SQ FT		
					TOTAL BID:	

State Project No. 117-080-006

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 Detroit Lakes Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: Our firm will meet a minimum goal of 6.2 % 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.)

L:\Projects\2023\23.178.0094 - DTL - Heartland Trail Trailhead Improvements\Design\Drawings\23.178.0094 - A - Cover - 9/4/2024 3:04 PM

!! CAUTION !!

UTILITIES IN THE AREA, BEFORE CONSTRUCTION
UTILIZE GOPHER STATE ONE CALL **1-800-252-1166**

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY
QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED
ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED
"STANDARD GUIDELINES FOR THE INVESTIGATING AND
DOCUMENTING EXISTING UTILITY DATA."

EXISTING PLAN SYMBOLS

SECTION LINE	----
RIGHT-OF-WAY LINE	- - - - -
EASEMENT LINE	- . - . -
FENCE	----
SANITARY SEWER - EXISTING	----
STORM SEWER - EXISTING	----
WATER - EXISTING	----
TELEPHONE	----
FIBER OPTIC	----
OVERHEAD POWER	----
UNDERGROUND POWER	----
GAS	----
CURB & GUTTER - EXISTING	----
COMMUNICATIONS MANHOLE	(MHC)
ELECTRICAL MANHOLE	(MHE)
SANITARY MANHOLE	(SS)
STORM MANHOLE	(ST)
HYDRANT	(H)
GATE VALVE	(GV)
INLET	(CB)
STREET SIGN	(S)
POWER POLE	(P)
STREET LIGHT	(L)
TREE	(T)
TELEPHONE PEDESTAL	(TP)

MULTIPLE SCALES ARE USED THROUGHOUT THIS
CONSTRUCTION PLAN. REFER TO SCALE BAR ON
SPECIFIC SHEETS FOR APPROPRIATE SCALE.

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION"
SHALL GOVERN AS MODIFIED BY THE PROJECT SPECIFICATIONS AND
SPECIAL PROVISIONS.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST
EDITION OF THE MN MUTCD AND LATEST EDITION OF THE TEMPORARY
TRAFFIC CONTROL ZONE LAYOUTS (FIELD MANUAL).

TRAFFIC CONTROL LAYOUT FOR EACH "INSTALLATION LOCATION"
SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE
MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MMUTCD), INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC
CONTROL ZONE LAYOUTS.

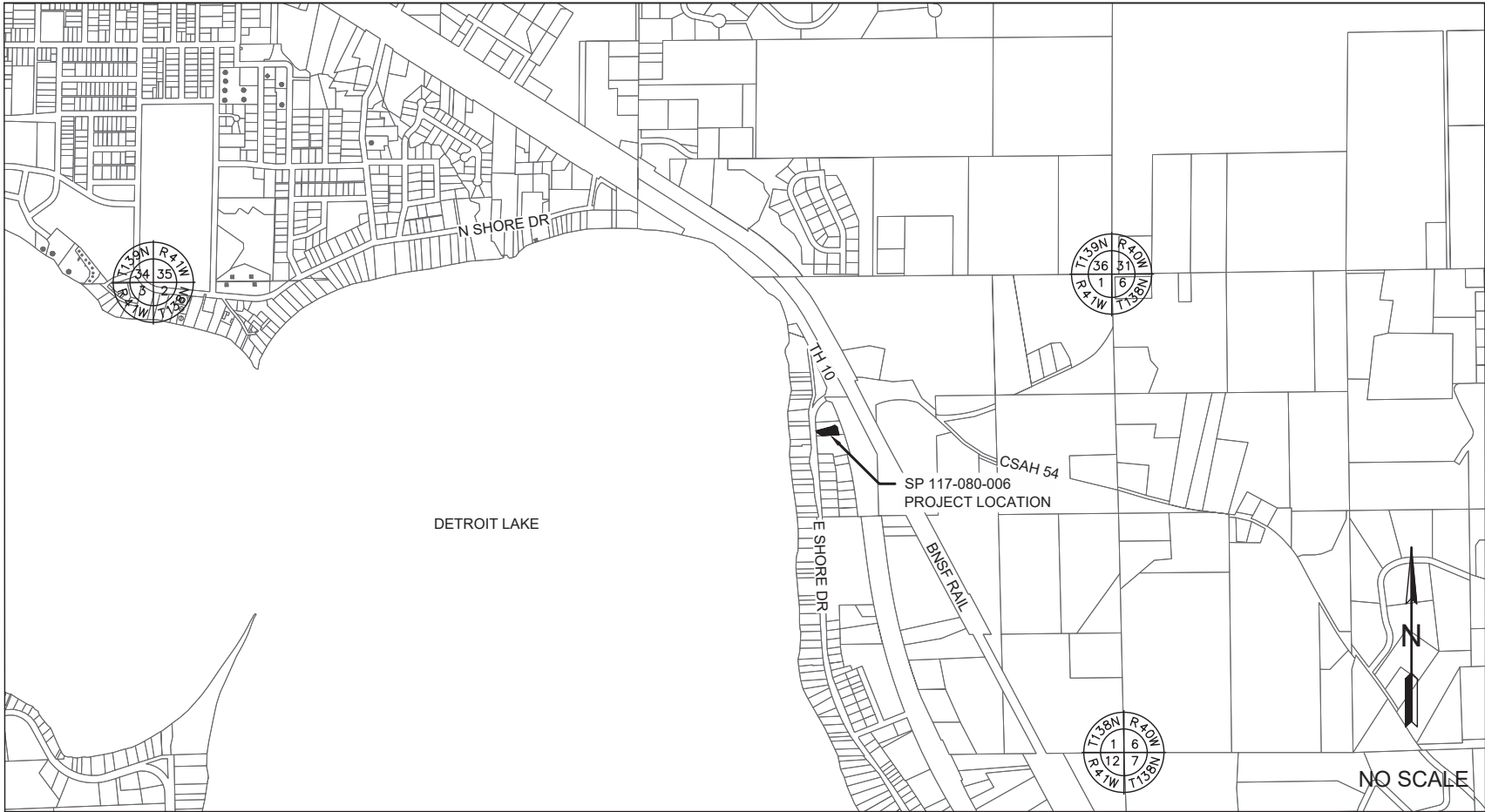
PLAN REVISIONS

DATE	SHEET No.	APPROVED BY

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF DETROIT LAKES, MN

SP 117-080-006 HEARTLAND STATE TRAIL TRAILHEAD

Construction Plans for Paved Parking Lot, Shelter, Bituminous Surfacing, Sidewalk, and Site Amenities



PROJECT LOCATION

PART OF SECTION	NE 1/4
SECTION NO.	1
TOWNSHIP	138
RANGE	41

ORIENTATION OF BASIS

HORIZONTAL: THE HORIZONTAL CONTROL USED IS THE BECKER COUNTY COORDINATE
SYSTEM NAD83.

VERTICAL: THE VERTICAL CONTROL USED IS NAVD88.



MINN. PROJ. NO. CRP 0324(335)

PROJECT LOCATION



County BECKER

District No. 4

INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	GENERAL NOTES & INFORMATION
4 - 8	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
9 - 18	DETAILS
19	EXISTING CONDITIONS & REMOVALS
20	SITE PLAN

THIS PLAN CONTAINS 20 SHEETS

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.

Jon A. Pratt
Signature - City Engineer / Apex Engineering Group, Inc.

9/4/2024
Date

Jon A. Pratt
Name - City Engineer / Apex Engineering Group, Inc.

46267
License No.

Nathan M.R. Gamm
District State Aid Engineer

9/5/2024
Date

Reviewed for compliance with State Aid and/or Federal Aid rules/policy.

Angela Murphy Digitally signed by Angela Murphy
Date: 2024.09.11 09:04:34 -05'00'

State Aid Engineer
Approved for State Aid and/or Federal Aid Funding

Date

AJK, TAM
DRAWN BY

JSO
CHECKED BY

JAP
APPROVED BY

117-080-006

23.178.0094

N/A

SP No.

ENG. No.

LEGAL. No.

SHEET

1




OF **20**

STATEMENT OF ESTIMATED QUANTITIES (SP 117-080-006)			
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
2021.501	MOBILIZATION	LUMP SUM	1
2100.614	SHELTER	STRUCTURE	1
2100.614	TOILET BUILDING	STRUCTURE	1
2101.502	CLEARING	EACH	1
2101.502	GRUBBING	EACH	1
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	88
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	83
2106.507	EXCAVATION - COMMON (P)	CU YD	471
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	8
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	116
2360.504	TYPE SP 9.5 WEAR CRS MIX(3;B)1.5" THICK (P)	SQ YD	1034
2501.503	6" CS PIPE CULVERT	LIN FT	10
2503.601	CONSTRUCT METER STATION	LUMP SUM	1
2503.602	STANDARD VALVE MANHOLE	EACH	1
2504.602	FLUSHING HYDRANT	EACH	1
2504.602	6" SADDLE	EACH	1
2504.602	2" CORPORATION STOP	EACH	1
2504.602	2" CURB STOP	EACH	1
2504.603	2" TYPE PE PIPE	LIN FT	135
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	36
2511.507	RANDOM RIPRAP CLASS II	CU YD	2
2521.518	4" CONCRETE WALK	SQ FT	2457
2540.602	KIOSK	EACH	1
2540.602	BICYCLE RACK	EACH	1
2540.602	DRINKING FOUNTAIN	EACH	1
2540.602	WASTE RECEPTACLE	EACH	2
2540.602	PET WASTE STATION	EACH	1
2540.602	PICNIC TABLE	EACH	4
2540.602	BENCH	EACH	2
2540.602	BICYCLE REPAIR STATION	EACH	1
① 2563.601	TRAFFIC CONTROL	LUMP SUM	1
2564.618	SIGN TYPE C	SQ FT	7.5
2573.501	STORM DRAIN INLET PROTECTION	LUMP SUM	1
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1
2573.503	SILT FENCE; TYPE MS	LIN FT	444
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	168
2573.601	TEMPORARY EROSION CONTROL	LUMP SUM	1
2574.607	COMMON TOPSOIL BORROW	CU YD	153
2575.501	TURF ESTABLISHMENT	LUMP SUM	1
2582.503	4" SOLID LINE PAINT	LIN FT	202
2582.518	PAVT MSSG PAINT	SQ FT	24.43

NOTES:

(P) INDICATES PLAN QUANTITY

- ①. TRAFFIC CONTROL LAYOUT FOR EACH "INSTALLATION LOCATION" SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

REVISIONS			<div></div> <div>Bismarck - Detroit Lakes Dickinson - Fargo - St. Cloud 920 McKinley Ave Detroit Lakes, Minnesota 56501 Office: 218-844-2580 www.apexenggroup.com</div>	<div></div> <div>Apex Project #: 23.178.0094 Date: SEPTEMBER 4, 2024 Drawn By: TAM, AJK Checked By: JSO Approved By: JAP</div>	<div>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. Print Name: Jon A. Pratt Signed:  Date: 9/4/24 License Number: 46267</div>	SP 117-080-006 HEARTLAND TRAIL TRAILHEAD IMPROVEMENTS	Sheet: 2 OF 20
Issue #	Description	Date				STATEMENT OF ESTIMATED QUANTITIES	

EXISTING UTILITIES

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE INVESTIGATING AND DOCUMENTING EXISTING UTILITY DATA.

2. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND/OR AS NECESSARY THROUGHOUT CONSTRUCTION. MINNESOTA - GOPHER STATE ONE CALL PHONE NUMBER: 1-800-252-1166 or 811.

3. THE CONTRACTOR SHALL TAKE MEASURES TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES, INCLUDING ANY BRACING, SHEETING, AND/OR OTHER METHODS OF PROTECTION NECESSARY. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES TO COORDINATE ANY TEMPORARY AND PERMANENT UTILITY RELOCATION NEEDS THEY MAY HAVE. CONTRACTOR SHALL ALLOW UTILITY COMPANIES ADEQUATE TIME AND PROVIDE REASONABLE ACCOMMODATIONS AND ASSISTANCE. THIS WORK SHALL BE AT THE THE CONTRACTOR'S EXPENSE.

5. THE PROJECT AREA INCLUDES MULTIPLE AERIAL UTILITIES. OVERHEAD UTILITIES HAVE BEEN SIMPLIFIED ON THE PLAN SHEETS AND ARE SHOWN BY ONE OVERHEAD POWER LINE. THIS ONE LINE MAY REPRESENT SEVERAL POWER LINES AS WELL AS COMMUNICATIONS CABLES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL OVERHEAD UTILITIES PRIOR TO SUBMITTING A BID.

6. THIS PROJECT INVOLVES WORKING AROUND AND THE REMOVAL OF EXISTING INFRASTRUCTURE THAT WAS INSTALLED PRIOR TO ACCURATE RECORD KEEPING METHODS. DURING CONSTRUCTION, THE DISCOVERY OF UNKNOWN OR UNANTICIPATED UTILITIES OR STRUCTURES IS ANTICIPATED AND THE CONTRACTOR SHALL ACCOUNT FOR REASONABLE LOSS OF TIME OR DOWN TIME IN THEIR BID.

REMOVALS

1. EXISTING BITUMINOUS AND CONCRETE SHALL BE SAW CUT FULL DEPTH AT THE REMOVAL LIMITS AND WHERE PAVEMENT IS TIED TO OR INTEGRAL WITH ADJACENT STRUCTURES. WATER SHALL BE USED DURING ALL SAW CUTTING OPERATIONS TO KEEP DUST TO A MINIMUM. MULTIPLE SAW CUTS MAY BE NECESSARY IF INITIAL CUT EDGE BECOMES DAMAGED.

2. NO MEASUREMENT OR PAYMENT WILL BE MADE FOR REMOVAL OF SERVICE LATERALS AND APPURTENANCES. DISPOSAL SHALL INCLUDE REMOVAL OF ALL PIPE, APPURTENANCES, AND DISPOSING OFFSITE. SERVICE REMOVAL DISPOSAL SHALL BE INCIDENTAL.

3. REMOVAL OF ANY CONCRETE ENCASEMENT OR THRUST BLOCKING OF UTILITIES AND UTILITY STRUCTURES SHALL BE INCLUDE WITH THE REMOVAL OF THE RESPECTIVE ITEM.

BITUMINOUS INSTALLATION

1. ALL VERTICAL EDGES INCLUDING CURB & GUTTER SHALL BE TACKED BEFORE PAVING AT SPECIFIED RATE.

2. TACK SHALL BE APPLIED IN ACCORDANCE TO THE MNDOT 2357 SPECIFICATION AND SHALL BE INCIDENTAL TO THE BITUMINOUS BID ITEM.

PUBLIC ACCESS, NOTIFICATION, & SAFETY

1. THE CONTRACTOR SHALL COORDINATE USE OF PREMISES WITH OWNER. ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH NECESSARY TASKS OF THE OWNER. CONTRACTOR WILL NOTIFY OWNER OF ANY AREAS REQUIRING DOWN TIME AT LEAST ONE (1) WEEK PRIOR TO REMOVING THOSE FACILITIES FROM SERVICE.

2. THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION AND PROJECT CONTACT INFORMATION TO ALL PROPERTIES ADJACENT TO THE CONSTRUCTION SITE 72 HOURS IN ADVANCE OF SERVICE INTERRUPTIONS AND ACCESS RESTRICTIONS.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH BUSINESSES AND TO PROVIDE DELIVERY/WASTE COLLECTION TRUCK ACCESS AS REQUIRED BY BUSINESSES. ANY TEMPORARY FACILITIES OR ASSISTANCE TO ACCOMPLISH DOING SO SHALL BE INCIDENTAL.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONTINUOUS ACCESS TO ALL BUSINESSES DURING THEIR REGULAR BUSINESS HOURS.

5. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE PEDESTRIANS ARE SAFE AT ALL TIMES. SAFETY OR SNOW FENCE SHALL BE USED AS NECESSARY TO PROTECT PEDESTRIANS FROM ENTERING ACTIVE WORK AREAS (INCIDENTAL).

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE VEHICLE ACCESS TO ALL AREAS WITHIN THE PROJECT LIMITS WHEN CONSTRUCTION ACTIVITY HAS CEASED FOR THE DAY. ANY MATERIAL, GRADING, AND WORK NECESSARY TO DO SO SHALL BE AT THE CONTRACTOR'S EXPENSE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ANY TEMPORARY "NO PARKING," SIGNS THROUGHOUT THE DURATION OF THE PROJECT.

CONCRETE INSTALLATION

1. CURING COMPOUND SHALL BE EVENLY APPLIED OVER ENTIRE WIDTH OF THE CONCRETE WALK, PAVEMENT, AND CURB. DURING APPLICATION THE CONTRACTOR SHALL PROVIDE PROTECTION FOR BUILDING FRONTS, LIGHTS POLES, FIRE HYDRANTS, ETC. FROM OVER SPRAY.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL FRESHLY POURED CONCRETE FROM VEHICLE, BIKE, OR PEDESTRIAN TRAFFIC AND DAMAGE CAUSED BY CONSTRUCTION. ANY SURFACE WITH FOOTPRINTS, TRACKS OR DAMAGE SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

3. ALL REINFORCEMENT SHALL BE INCIDENTAL UNLESS OTHERWISE NOTED.

MISCELLANEOUS

1. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.

2. ANY WORK THAT EXTENDS BEYOND THE CONSTRUCTION LIMITS SHALL BE RESTORED TO THE PRE-CONSTRUCTION CONDITIONS TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO ENSURE THAT NO OVERLOADING OF ROADWAYS OCCUR DUE TO CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS. ANY ROAD DAMAGED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY GRADING, PIPING, AND OR PUMPING NECESSARY TO ENSURE RUNOFF FROM SITE IS PROVIDED SO AS NO BUILDINGS OR STRUCTURES ARE IMPACTED THROUGHOUT THE DURATION OF THE PROJECT.

5. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR EMPLOYEES, TRUCKS, OR EQUIPMENT UTILIZE PUBLIC PARKING. CONTRACTOR PARKING IS ONLY PERMITTED AT STAGING AREA.

6. PROJECT SITE SHALL BE KEPT "FAMILY FRIENDLY" AT ALL TIMES. THE USE OF INAPPROPRIATE LANGUAGE, PROFANE MUSIC, OR ANY OTHER INAPPROPRIATE GESTURES WILL NOT BE TOLERATED. ANY CONTRACTOR OR SUBCONTRACTOR EMPLOYEE NOT ABIDING BY THESE REQUIREMENTS WILL BE REQUIRED TO IMMEDIATELY LEAVE THE PROJECT SITE.

7. THE SITE SHALL BE KEPT CLEAN AND FREE OF DEBRIS, EXCESS MATERIAL, EQUIPMENT, TOOLS AND/OR OTHER AT ALL TIMES. THE SITE SHALL BE BACKFILLED AND GRADED SMOOTH EACH DAY PRIOR TO NIGHT SUSPENSION. ALL EQUIPMENT LEFT WITHIN THE SITE AT NIGHT SHALL BE PARKED TOGETHER IN A LINE. ALL TOOLS, FORMS OR OTHER SHALL BE REMOVED FROM THE SITE DAILY.

8. CONSTRUCTION STAGING AREA SHALL BE KEPT ORDERLY. FOLLOWING CONSTRUCTION, ALL MATERIAL, EQUIPMENT, AND DEBRIS SHALL BE REMOVED & DISPOSED OF PROPERLY AND TOPSOIL & TURF SHALL BE RESTORED.

9. THE OWNER SHALL RETAIN THE FIRST RIGHT TO ANY ITEMS OR MATERIAL REMOVED. IF THE OWNER DOES NOT WISH TO RETAIN, THESE ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BECOME THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF.

10. THE CONTRACTOR SHALL HAVE WATER ONSITE AT ALL TIMES THROUGHOUT CONSTRUCTION FOR DUST CONTROL AND DURING BACKFILL AND COMPACTION OPERATIONS. WATER FOR DUST CONTROL SHALL BE APPLIED AS NECESSARY OR WITHIN 1 HOUR OF ENGINEERS REQUEST. BACKFILL MATERIAL SHALL BE WETTED IF MATERIAL IS DRYER THAN OPTIMUM MOISTURE CONTENT. WATER AND WATERING SHALL BE INCIDENTAL.

11. PROPERTY LINES SHOWN ON PLAN VIEWS OBTAINED FROM BECKER COUNTY GIS AND ARE SHOWN FOR REFERENCE PURPOSES ONLY. THESE ARE NOT LEGAL BOUNDARIES AND ARE CONSIDERED APPROXIMATE.

12. THE CONTRACTOR SHALL COORDINATE WITH DETROIT LAKES PUBLIC UTILITY (DLPU) AND SHALL ALLOW SUFFICIENT TIME FOR INSTALLING NECESSARY ELECTRICAL INFRASTRUCTURE.

STANDARD PLATES

NUMBER	DESCRIPTION
3040F	CORRUGATED METAL PIPE CULVERT (STANDARD 2-2/3" X 1/2" CORRUGATION)
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN FOR USE WITH OR WITHOUT TRAFFIC LOADS
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN
4110F	COVER CASTING FOR MANHOLE - CASTING NO. 715 & 716
4180J	MANHOLE OR CATCH BASIN STEPS
8000K	TEMPORARY CHANNELIZERS (TYPE A,B,C)

NOTE: THE ABOVE STANDARD PLATES, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY.

BENCHMARKS

BM #1: MANHOLE RIM LOCATED WITHIN THE INTERSECTION OF E SHORE DR AND FRONTAGE ROAD
ELEVATION = 1360.00

BASIS OF ESTIMATED QUANTITIES

AGGREGATE BASE, CLASS 5145 LBS. PER CU. FT

BITUMINOUS COURSE MIXTURE (1")117 LBS. PER SQ. YD

BITUMINOUS MATERIAL FOR TACK COAT0.05 GAL PER SQ. YD

EARTHWORK SUMMARY

CUT (CY)	FILL (CY)	NET (CY)
471	8	463

4" OF COMMON TOPSOIL BORROW	TOTAL (CY)
	153

NOTES:

1. THE ABOVE EARTHWORK SUMMARY IS FOR GENERAL REFERENCE ONLY.

2. NO FILL FACTOR WAS USED IN CALCULATING THE EARTHWORK SUMMARY. IT IS THE CONTRACTOR'S RESPONSIBLY TO ESTIMATE THE ACTUAL NET CUT/FILL.

3. NO EARTHWORK WAS CALCULATED TO COMPENSATE FOR STRUCTURES OR PIPING. THE CONTRACTOR SHALL INCLUDE EARTHWORK PERTAINING TO THESE ITEMS IN THEIR BID.

PUBLIC UTILITIES CONTACTS

UTILITY	OWNER	CONTACT	PHONE
SANITARY SEWER	CITY OF DETROIT LAKES	SHAWN KING	218-847-4637
WATER	CITY OF DETROIT LAKES	ROB BREDESON	218-846-7102
STORM SEWER	CITY OF DETROIT LAKES	SHAWN KING	218-847-4637
ELECTRICITY	CITY OF DETROIT LAKES	ANDY DEBLIECK	218-847-9243
NATURAL GAS	MINNESOTA ENERGY	TROY ANDERSON	218-847-9243
COMMUNICATIONS	ARVIG	ENGINEERING DEPT.	218-346-8405
COMMUNICATIONS	CENTURYLINK	JUDD SYVERSON	218-847-4435
COMMUNICATIONS	MIDCO	JORDAN STEPHENS	701-850-6994

REVISIONS

Issue #	Description	Date

Apex

Engineering Group

Bismarck - Detroit Lakes
Dickinson - Fargo - St. Cloud
920 McKinley Ave
Detroit Lakes, Minnesota 56501
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City of
Detroit Lakes

Apex Project #: 23.178.0094
Date: SEPTEMBER 4, 2024
Drawn By: TAM, AJK
Checked By: JSO
Approved By: JAP

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.
Print Name: Jon A. Pratt
Signed:
Date: 9/4/24 License Number: 46267

SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

GENERAL NOTES & INFORMATION

Sheet:

3

OF 20

L:\Projects\2023\23.178.0094 - DTL - Heartland Trail Trailhead Improvements\Design\Drawings\23.178.0094 - D - General Notes.dwg

ANY REFERENCE TO A SECTION OR ITEM NUMBER NOTED WITHIN THIS SWPPP REFERS TO THAT SPECIFIC SECTION OR ITEM NUMBER OF THE MPCA CONSTRUCTION STORMWATER GENERAL PERMIT (MNDNR100001), ISSUED AUGUST 1, 2023.

GENERAL SWPPP CONTENT (SECTION 5)

1. PROJECT NAME:
HEARTLAND TRAILTRAILHEAD IMPROVEMENTS
2. PROJECT LOCATION:
CITY/STATE: DETROIT LAKES, MN
COUNTY: BECKER COUNTY
PROJECT AREA DESCRIPTION: THE PROJECT IS LOCATED SOUTH OF FRONTAGE ROAD BETWEEN EAST SHORE DRIVE AND TRUNK HIGHWAY 10 IN THE CITY OF DETROIT LAKES.
3. DESCRIPTION OF WORK:
TOTAL PROPERTY/LOT AREA: 0.60 ACRES
TOTAL ACRES TO BE DISTURBED: 0.40 ACRES
PRE-CONSTRUCTION IMPERVIOUS SURFACE: 0.12 ACRES
POST-CONSTRUCTION IMPERVIOUS SURFACE: 0.27 ACRES
TOTAL NEW IMPERVIOUS SURFACE ACRES:0.15 ACRES
TOTAL PROPOSED IMPERVIOUS SURFACE LOT COVERAGE: 25%
- PROJECT WORK WILL GENERALLY INCLUDE CONSTRUCTION OF SITE GRADING, PARKING LOT, STORM WATER TREATMENT, AND PARK SHELTERS.
4. SPECIAL OR IMPAIRED WATERS (ITEM 5.19):
THE MPCA'S CONSTRUCTION STORMWATER SPECIAL AND IMPAIRED WATER SEARCH ONLINE WAS REVIEWED ON 4/29/2024 AND IT WAS DETERMINED THERE IS NOT A KNOWN IMPAIRED OR SPECIAL WATERS WITHIN 1 MILE OF THE PROJECT. ADDITIONAL BEST MANAGEMENT PRACTICES OF SECTION 23 DO NOT APPLY TO THIS PROJECT.
5. DRINKING WATER SUPPLY MANAGEMENT AREA (DWSMA) (ITEM 16.19):
THE PROJECT IS WITHIN THE CITY OF DETROIT LAKES WELLHEAD PROTECTION HOWEVER, THERE ARE NO WELLHEAD REQUIREMENTS FOR PERMANENT STORMWATER MANAGEMENT.
6. GENERAL DESCRIPTION OF EROSION AND SEDIMENT BMPS:
SEE THE EROSION AND SEDIMENT CONTROL PLANS AND DETAILS FOR PROJECT SPECIFIC BMP REQUIREMENTS.
7. SWPPP TIMING FOR INSTALLATION (ITEM 5.4 AND 5.18):
THE LAND DISTURBANCES SHALL BE MINIMIZED TO THE EXTENT POSSIBLE AND DISTURBED AREAS SHALL BE STABILIZED BEFORE PROCEEDING TO NEW DISTURBANCE IF AT ALL POSSIBLE. THE FOLLOWING GENERAL PHASING SHALL BE FOLLOWED AT A MINIMUM:
 - INSTALLATION OF PERIMETER CONTROL AND EXISTING INLET/CULVERT PROTECTION SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCES.
 - AREAS TO BE PROTECTED SUCH AS NATURAL BUFFERS, EXISTING VEGETATION AND/OR TREES SHALL BE PROTECTED AS SHOWN ON THE PLANS PRIOR TO ANY LAND DISTURBANCES NEAR THESE AREAS.
 - MAINTENANCE AND INSPECTIONS SHALL OCCUR AS DESCRIBED IN THE 'CONSTRUCTION INSPECTION AND MAINTENANCE' SECTION OF THIS SWPPP.
 - TEMPORARY AND PERMANENT STABILIZATION SHALL BE IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS.
 - FOLLOWING FINAL ESTABLISHMENT ALL PERMANENT BMP'S SHALL BE INSPECTED AND MAINTAINED AS NECESSARY AND ALL TEMPORARY SEDIMENT AND EROSION CONTROL BMP'S SHALL BE REMOVED.

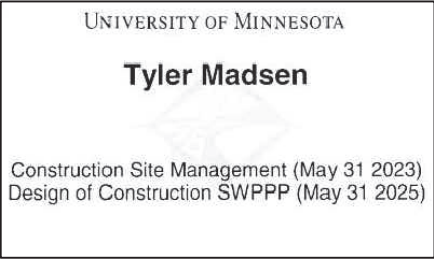
GENERAL SWPPP CONTENT (CONTINUED)

9. SEASONAL SUSPENSION (ITEM 5.4):
IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT TEMPORARY OR PERMANENT STABILIZATION PRIOR TO ANY SUSPENSION OF WORK. IF REMAINING GROWING SEASON OR WEATHER IS INSUFFICIENT TO ESTABLISH PERMANENT COVER, TEMPORARY STABILIZATION OR DORMANT SEEDING SHALL BE IMPLEMENTED AT THE CONTRACTOR'S CHOICE AND EXPENSE. ANY DORMANT SEEDING THAT DOES NOT ADEQUATELY ESTABLISH SHALL BE RE-SEEDED THE FOLLOWING GROWING SEASON.
11. GENERAL SOIL NOTES (ITEM 5.24)
 - EXISTING TOPSOIL AND VEGETATION SHALL BE PRESERVED TO THE EXTENT POSSIBLE.
 - CONTRACTOR SHALL MINIMIZE USE OF HEAVY EQUIPMENT IN PERVIOUS SURFACE AREAS TO THE EXTENT POSSIBLE. WHEN PROPOSED PERVIOUS SURFACE AREAS ARE REQUIRED FOR HEAVY EQUIPMENT USE, THESE AREAS SHALL BE SCARIFIED TO A MINIMUM 12" DEPTH AND PERMANENTLY STABILIZED AS NECESSARY TO RESTORE TO EXISTING CONDITIONS.

SWPPP DESIGNER

1. SWPPP WAS PREPARED BY PERSONNEL CERTIFIED IN THE DESIGN OF STORM WATER POLLUTION PREVENTION PLANS (SWPPP).

TYLER A MADSEN, PE
APEX ENGINEERING GROUP
TYLER.MADSEN@APEXENGGROUP.COM
920 MCKINLEY AVENUE
DETROIT LAKES, MN 56501
PHONE NUMBER: 218-844-2580
2. A COPY OF THE DESIGNER'S CERTIFICATION IS SHOWN BELOW:



OWNER INFORMATION & RESPONSIBILITIES

1. OWNER INFORMATION
CITY OF DETROIT LAKES, MN
SHAWN KING
218-847-4637
SKING@CITYOFDETROITLAKES.COM
2. IT IS THE OWNER'S RESPONSIBILITY TO INSPECT AND MAINTAIN THE PERMANENT STORMWATER MANAGEMENT BMP'S TO THE DESIGN SWPPP REQUIREMENTS THROUGHOUT THE LIFE OF THE IMPROVEMENT. SEE 'LONG-TERM MAINTENANCE REQUIREMENTS' SECTION OF THIS SWPPP.
3. THE OWNER SHALL KEEP COPIES OF THE FOLLOWING FOR A MINIMUM OF THREE (3) YEARS AFTER CONTRACTOR SUBMITS THE NOTICE OF TERMINATION:
 - THE SWPPP WITH ANY NOTED CHANGES OR MODIFICATIONS REQUIRED DURING CONSTRUCTION.
 - ANY OTHER STORMWATER RELATED PERMITS.
 - RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION.
 - ALL REQUIRED CALCULATIONS FOR DESIGN OF TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR SHALL HAVE THE SOLE RESPONSIBILITY TO IMPLEMENT THIS SWPPP AND INSPECT AND MAINTAIN ALL BMP'S THROUGHOUT ALL STAGES OF CONSTRUCTION UNTIL FINAL STABILIZATION IS ACHIEVED AND A NOTICE OF TERMINATION IS SUBMITTED.
2. CONTRACTOR MUST HAVE TRAINED AND CERTIFIED INDIVIDUAL(S) WHO IS RESPONSIBLE FOR THE INSTALLATION/MAINTENANCE, AND INSPECTIONS/MANAGEMENT OF THE SITE THROUGHOUT THE DURATION OF THE PROJECT (TWO SEPARATE CERTIFICATIONS LIKELY REQUIRED). THE CONTRACTOR SHALL COMPLETE THE BELOW TABLE IN INK ON THE ONSITE SWPPP BEFORE ANY CONSTRUCTION ACTIVITY BEGINS.

ROLE	NAME	COMPANY	CERTIFICATION INFORMATION (CERTIFYING AGENCY AND EXPIRATION DATE)
INSTALLATION AND MAINTENANCE			
SITE MANAGER (BMP INSPECTOR)			

3. THE CONTRACTOR SHALL PROVIDE CONTACT INFORMATION AND PROJECT SCHEDULE TO THE PRWD A MINIMUM OF ONE WEEK IN ADVANCE OF COMMENCING WORK.
4. CONTRACTOR OR TRAINED PERSONNEL LISTED SHALL INSPECT THE CONSTRUCTION SITE IN ACCORDANCE WITH THE NPDES PERMIT INCLUDING RECORD KEEPING REQUIREMENTS. SEE 'CONSTRUCTION INSPECTION AND MAINTENANCE' SECTION OF THIS SWPPP.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY THIS SWPPP AS NECESSARY OR IMPLEMENT ANY SWPPP MODIFICATIONS MADE BY THE OWNER OR ENGINEER. SEE 'SWPPP AMENDMENT PROCEDURES' ON THIS SHEET.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A WEATHER TIGHT BOX OR OTHER DEVICE FOR HOUSING ALL REQUIRED ONSITE DOCUMENTATION. THE BOX SHALL BE LOCATED IN A VISIBLE LOCATION AND ACCESSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF THE CONSTRUCTION. THE MINIMUM ONSITE DOCUMENTATION SHALL INCLUDE:
 - COPY OF THIS SWPPP WITH MODIFICATIONS NOTED IN INK
 - UP TO DATE INSPECTION AND MAINTENANCE FORMS/RECORDS
 - COPY OF INSTALLER'S CERTIFICATION
 - COPY OF INSPECTOR/SITE MANAGER'S CERTIFICATION
 - COPY OF CONTRACTOR'S SPILL PREVENTION & RESPONSE PLAN
7. COPIES OF ALL ONSITE DOCUMENTATION AS LISTED ABOVE SHALL BE PROVIDED TO THE OWNER UPON SUBMISSION OF THE NOTICE OF TERMINATION AND/OR AT THE REQUEST OF THE OWNER THROUGHOUT THE WORK.

SWPPP AMENDMENT PROCEDURES (SECTION 6)




1. THE DEPICTED EROSION & SEDIMENT CONTROL PLANS INCLUDING ESTIMATED QUANTITIES SHOULD BE USED AS A GENERAL GUIDELINE. THE CONTRACTOR'S CONSTRUCTION METHODS, MEANS, SEQUENCING AND/OR PROSECUTION OF WORK MAY REQUIRE ALTERNATIVE AND/OR ADDITIONAL EROSION AND SEDIMENT BMP'S TO COMPLY WITH THE REQUIREMENTS OF THE NPDES GENERAL STORM WATER PERMIT. ANY ADDITIONAL MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR'S SITE MANAGER SHALL MODIFY THIS SWPPP AS NECESSARY, OR AS DIRECTED BY THE OWNER, ENGINEER, EPA, MPCA, OR OTHER APPLICABLE REGULATORY AUTHORITY THROUGHOUT THE ENTIRE CONSTRUCTION DURATION AND UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA.
3. MODIFICATIONS TO THE SWPPP SHOULD BE MADE IF DESIGNED BMP'S ARE INSUFFICIENT OR THERE HAS BEEN A CHANGE IN DESIGN, CONSTRUCTION, OPERATIONS, MAINTENANCE, AND/OR WEATHER CONDITIONS THAT HAVE SIGNIFICANTLY IMPACTED THE POTENTIAL FOR POLLUTANTS TO DISCHARGE TO SURFACE OR UNDERGROUND WATER.
4. ALL MODIFICATIONS SHOULD BE NOTED ON THE ONSITE SWPPP IN INK BY THE SITE MANAGER AND SHALL BE DATED AND INITIALED BY THE SITE MANAGER THAT MADE THE MODIFICATIONS.
5. NOTES DOCUMENTING THE REASON FOR THE MODIFICATIONS SHOULD BE INCLUDED ON THE ONSITE SWPPP. ADDITIONALLY, IF A LESS EFFECTIVE BMP IS USED, JUSTIFICATION AS TO HOW THE REPLACEMENT BMP WILL EFFECTIVELY PROVIDE PROTECTION FOR THE SITE CHARACTERISTICS MUST BE PROVIDED.



BMP SELECT & STORMWATER MANAGEMENT (SECTION 7)

1. INSTALL AND MAINTAIN ALL BMP'S IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS AND/OR ACCEPTED ENGINEERING PRACTICES.
2. TEMPORARY OR PERMANENT SEDIMENTATION BASINS SHALL BE UTILIZED AS A FIRST LINE OF DEFENSE FOR STORMWATER MANAGEMENT. WHERE SEDIMENTATION BASIN ARE NOT PRACTICAL, DEPRESSIONS, DIKES, BERMS, PUMPING, AND STORMWATER TREATMENT BMP'S SHOULD BE CONSIDERED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOT DISTURB ANY MORE AREA AT ONE TIME THEN CAN EFFECTIVELY BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE PERMIT REQUIREMENTS.
4. CONTRACTOR IS ENCOURAGED TO USE 'WILDLIFE FRIENDLY' NATURAL FIBER OR 100% BIODEGRADABLE EROSION CONTROL NETTING PER ITEM 7.4.

EROSION CONTROL PRACTICES (SECTION 8)

1. ALL EROSION CONTROL BMP'S SHALL BE INSTALLED IN A TIMELY MANNER THROUGHOUT THE DURATION OF THE PROJECT IN ACCORDANCE WITH THE TIMELINES DEFINED IN THE NPDES PERMIT. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL BMP'S UNTIL PERMANENT EROSION CONTROL AND 70% EXPECTED VEGETATIVE GROWTH IS ACHIEVED.
2. THE CONTRACTOR SHALL MINIMIZE SITE DISTURBANCE TO THE EXTENT POSSIBLE. ALL WORK SHALL BE WITHIN THE CONSTRUCTION LIMITS SHOWN. ANY LAND DISTURBANCE BEYOND THE CONSTRUCTION LIMITS SHALL BE RESTORED TO THE PRE-EXISTING CONDITIONS AT THE CONTRACTOR'S EXPENSE.
3. DURING PERIODS OF EXPOSED SOILS, DRY/DUSTY CONDITIONS MAY DEVELOP. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL DUST BY WATERING. WATERING MAY BE NECESSARY MULTIPLE TIMES DAILY. WATER FOR DUST CONTROL SHALL BE INCIDENTAL.
4. ALL DISTURBED AREAS SHALL BE STABILIZED WHEN CONSTRUCTION HAS TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME WITHIN 14 CALENDAR DAYS.
5. IN THE EVENT THAT PERMANENT STABILIZATION CANNOT BE COMPLETED WITHIN THE ALLOWED NPDES PERMIT TIME FRAMES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY STABILIZATION. TEMPORARY STABILIZATION WILL LIKELY REQUIRE MULTIPLE MOBILIZATIONS AND THE SAME AREA MAY REQUIRE MULTIPLE APPLICATIONS OF TEMPORARY STABILIZATION. TEMPORARY STABILIZATION SHALL INCLUDE MNDOT SEED MIX 21-111 AND HYDRAULIC MULCH MATRIX. TEMPORARY STABILIZATION QUANTITIES AND AREAS NOT SHOWN AS THEY WILL VARY BASED ON CONTRACTOR'S PROSECUTION OF WORK. TEMPORARY STABILIZATION SHALL BE INCLUDED IN THE EROSION CONTROL BID ITEM.
6. ALL AREAS DISTURBED BY THE CONSTRUCTION ACTIVITY SHALL BE RESTORED BY THE CONTRACTOR AS SOON AS PRACTICAL. PHASING OF PERMANENT STABILIZATION MAY BE REQUIRED AS PORTIONS OF WORK ARE COMPLETED IN ORDER TO STABILIZE AREAS IN ACCORDANCE WITH THE TIME FRAMES OF THE NPDES PERMIT. MULTIPLE MOBILIZATIONS WILL BE REQUIRED. THERE WILL BE NO COMPENSATION FOR MULTIPLE MOBILIZATIONS.
7. IMMEDIATELY BEFORE SEEDING, BROADCAST TYPE 3 (0-10-20 (NPK)) FERTILIZER AND WORK INTO THE TOP 1" OF SOIL. FERTILIZER SHALL BE APPLIED AT 200 LBS/ACRE.
8. ALL SEEDING SHALL DRILLED PER MNDOT 2575.3B. APPLY SEED MIXES AT DOUBLE THE RATES SPECIFIED IN THE MNDOT SEEDING MANUAL 2014 EDITION.
9. APPLY HYDRAULIC MULCH MATRIX AND HYDRAULIC REINFORCED FIBER MATRIX AT RATES NECESSARY FOR 100% GROUND COVERAGE. MULTIPLE APPLICATIONS MAY BE REQUIRED TO ACHIEVE 100% GROUND COVERAGE.
10. CATEGORY 25N ROLLED EROSION PREVENTION BLANKET AND HYDRAULIC REINFORCED FIBER MATRIX MAY BE USED INTERCHANGEABLY.
11. VEGETATIVE RESTORATION IS REQUIRED. SEE MNDOT 2575 AND DIVISION S OR THE CONTRACTOR IS RESPONSIBLE FOR WATERING, MOWING, CONTROLLING NOXIOUS WEEDS, RE-SEEDING AND RE-APPLYING SPECIFIED STABILIZATION AS NECESSARY.
12. VEGETATIVE RESTORATION IS REQUIRED. THE LISTED STABILIZATION REQUIREMENTS ARE MINIMUM REQUIREMENTS. MULTIPLE SEEDING/STABILIZATION OPERATIONS ARE ANTICIPATED FOLLOWING THE INITIAL SEEDING/STABILIZATION OPERATIONS IN ORDER TO ACHIEVE ESTABLISHMENT. CONTRACTOR SHALL HAVE THE OPTION TO PROVIDE A HIGHER LEVEL OF STABILIZATION AT THE CONTRACTOR'S EXPENSE IF CONTRACTOR SO CHOOSES IN AN ATTEMPT TO REDUCE REQUIRED REAPPLICATIONS OF SEED AND STABILIZATION.
13. ONCE 70% OF THE EXPECTED VEGETATIVE COVER IS ACHIEVED IN ALL AREAS OF THE PROJECT, AND HAS BEEN ACCEPTED BY THE OWNER AND ENGINEER, THE CONTRACTOR SHALL REMOVE ALL SYNTHETIC EROSION CONTROL BMP'S INCLUDING EROSION CONTROL NETTING IN RESTORED AREAS. SEE NOTICE OF TERMINATION CONDITIONS SECTION.
14. SEE SWPPP DETAILS AND PLAN SHEETS FOR ADDITIONAL NOTES AND REQUIREMENTS.

REVISIONS			<div><p>Bismarck - Detroit Lakes Dickinson - Fargo - St. Cloud 920 McKinley Ave Detroit Lakes, Minnesota 56501 Office: 218-844-2580 www.apexenggroup.com</p></div>	<div><p>Apex Project #: <u>23.178.0094</u> Date: <u>SEPTEMBER 4, 2024</u> Drawn By: <u>TAM, AJK</u> Checked By: <u>JSO</u> Approved By: <u>JAP</u></p></div>	<div>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. Print Name: <u>Jon A. Pratt</u> Signed:  Date: <u>9/4/24</u> License Number: <u>46267</u></div>	SP 117-080-006 HEARTLAND TRAIL TRAILHEAD IMPROVEMENTS		Sheet: 4 OF 20
Issue #	Description	Date				SWPPP GENERAL NARRATIVE		

SEDIMENT CONTROL PRACTICES (SECTION 9)			CONSTRUCTION INSPECTION AND MAINTENANCE (SECTION 11)			POLLUTION PREVENTION MEASURES (SECTION 12)			PERMANENT STORMWATER MANAGEMENT (SECTION 15)								
<div><div><div>1.</div><div>ALL SEDIMENT CONTROL BMP'S SHALL BE INSTALLED IN A TIMELY MANNER THROUGHOUT THE DURATION OF THE PROJECT IN ACCORDANCE WITH THE TIMELINES DEFINED IN THE NPDES PERMIT</div></div><div><div>2.</div><div>ANY BMP THAT REQUIRES ADJUSTMENT OR REMOVAL FOR SHORT-TERM WORK SHALL BE REMOVED, ADJUSTED, AND/OR REPLACED IMMEDIATELY FOLLOWING THE SHORT-TERM WORK AT THE CONTRACTOR'S EXPENSE.</div></div><div><div>3.</div><div>CONTRACTOR SHALL HAVE A STREET SWEEPER ONSITE AT ALL TIMES OR WITHIN 2 HOURS OF NOTIFICATION OF TRACKING. SWEEPER SHALL COLLECT DUST AND DEBRIS. BROOMS WITHOUT COLLECTION ARE PROHIBITED. SEDIMENT TRACKING ONTO ADJACENT PAVEMENTS SHALL BE SWEPT A MINIMUM OF ONCE PER DAY OR AS DIRECTED BY THE OWNER. MULTIPLE SWEEPING OPERATIONS MAY BE REQUIRED DAILY. SWEEPING SHALL BE INCIDENTAL.</div></div><div><div>4.</div><div>CONTRACTOR SHALL UTILIZE EROSION AND SEDIMENT CONTROL BMP'S AT ALL STOCKPILES, THIS INCLUDES PERIMETER SILT FENCE AND TEMPORARY STABILIZATION IF NECESSARY. BMP'S FOR PROTECTION OF STOCKPILES SHALL BE INCIDENTAL.</div></div><div><div>5.</div><div>DO NOT STOCKPILE MATERIALS, PARK EQUIPMENT OR VEHICLES ON NATURAL BUFFERS, DRAINAGE WAYS (INCLUDING CURB OR DITCHES), SURFACE WATERS, OR INFILTRATION AREAS.</div></div><div><div>6.</div><div>DO NOT DRAIN TURBID WATER OFFSITE. TURBID WATER MUST BE TREATED BY AN ON SITE TEMPORARY OR PERMANENT SEDIMENTATION BASIN OR OTHER METHOD BEFORE OFF SITE DISCHARGE.</div></div><div><div>7.</div><div>DRAINAGE DITCHES, SWALES AND/OR INFILTRATION AREAS SHALL BE KEPT OFFLINE (STORMWATER TEMPORARILY ROUTED AROUND) OR RIGOROUSLY PROTECTED WITH SILT FENCE AND/OR SEDIMENT CONTROL LOG UNTIL VEGETATIVE COVER REACHES 70% THE EXPECTED ESTABLISHMENT. NO MEASUREMENT OR PAYMENT WILL BE MADE FOR TEMPORARY WORK NECESSARY FOR TEMPORARILY ROUTING WATER AROUND OR BMP'S NECESSARY FOR PROTECTION.</div></div><div><div>8.</div><div>IF DOWN GRADIENT SEDIMENT CONTROLS ARE OVERLOADED, CONTRACTOR SHALL CLEAN/REPLACE AND INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROLS OR REDUNDANT BMP'S AT THE CONTRACTOR'S EXPENSE.</div></div><div><div>9.</div><div>INLET PROTECTION SHALL BE IN PLACE AT ALL TIMES. EACH INLET/CULVERT MUST BE PROTECTED WITH THE APPROPRIATE BMP FOR THE CORRESPONDING PHASE OF CONSTRUCTION. INLETS/CULVERTS MAY REQUIRE MULTIPLE TYPES OF PROTECTION THROUGHOUT THE DURATION OF CONSTRUCTION. ALL WORK NECESSARY FOR THE PROTECTION OF INLETS SHALL BE BY THE EACH AND PAID UNDER THE BID ITEM STORM DRAIN INLET PROTECTION.</div></div><div><div>10.</div><div>CONTRACTOR SHALL MAINTAIN ALL SEDIMENT CONTROL BMP'S UNTIL PERMANENT EROSION CONTROL AND 70% EXPECTED VEGETATIVE GROWTH IS ACHIEVED.</div></div><div><div>11.</div><div>ONCE 70% OF THE EXPECTED VEGETATIVE COVER IS ACHIEVED IN ALL AREAS OF THE PROJECT, AND HAS BEEN ACCEPTED BY THE OWNER AND ENGINEER, THE CONTRACTOR SHALL REMOVE ALL SYNTHETIC SEDIMENT CONTROL BMP'S. SEE NOTICE OF TERMINATION CONDITIONS SECTION.</div></div><div><div>12.</div><div>SEE SWPPP DETAILS AND PLAN SHEETS FOR ADDITIONAL NOTES AND REQUIREMENTS.</div></div></div>			<div><div><div>1.</div><div>INSPECTIONS ARE REQUIRED A MINIMUM OF ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.</div></div><div><div>2.</div><div>ALL INSPECTIONS AND REQUIRED MAINTENANCE MUST BE DOCUMENTED WITHIN 24 HOURS AND STORED ONSITE AS DESCRIBED UNDER THE CONTRACTOR RESPONSIBILITIES. A COMPREHENSIVE LIST OF ITEMS THAT ARE REQUIRED FOR INSPECTION, MAINTENANCE, AND DOCUMENTATION IS INCLUDED IN THE MPCA GENERAL PERMIT AND IS GENERALLY SUMMARIZED BELOW:<ul style="list-style-type: none">DATE AND TIME OF INSPECTION.NAME(S) OF PERSON(S) CONDUCTING INSPECTIONS.FINDINGS OF INSPECTIONS, INCLUDING SPECIFIC LOCATION WHERE CORRECTIVE/MAINTENANCE ACTIONS ARE NEEDED.CORRECTIVE/MAINTENANCE ACTIONS TAKEN INCLUDING DATES, TIMES, AND PARTY COMPLETING THE CORRECTIVE/MAINTENANCE ACTIONS.DATE AND AMOUNT OF RAINFALL GREATER THAN 0.5 INCH IN 24 HOUR PERIOD.SOURCE OF RAINFALL DATA. MUST BE A RAIN GAUGE ONSITE PROVIDED BY THE CONTRACTOR OR BY A WEATHER STATION THAT IS WITHIN ONE MILE OF THE PROJECT.REQUIREMENT TO OBSERVE, DESCRIBE, REPORT IF NECESSARY, AND PHOTOGRAPH ANY DISCHARGE THAT MAY BE OCCURRING DURING THE INSPECTION.</div></div><div><div>3.</div><div>THE BELOW LIST IS NOT COMPREHENSIVE BUT A GENERAL LISTING OF CRITICAL ITEMS THAT SHOULD BE REVIEWED DURING EACH INSPECTION:<ul style="list-style-type: none">INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL BMP'S.INSPECT RECEIVING WATERS INCLUDING DITCHES AND CURBS FOR ANY EROSION OR SEDIMENT DEPOSITION.INSPECT ADJACENT PAVEMENT FOR TRACKING.INSPECT INFILTRATION AREAS FOR UNAUTHORIZED VEHICLE TRACKING AND SEDIMENT DEPOSITION.</div></div><div><div>4.</div><div>THE FOLLOWING LIST IS NOT COMPREHENSIVE BUT A GENERAL LISTING OF WHEN CRITICAL MAINTENANCE RELATED ITEMS ARE NECESSARY:<ul style="list-style-type: none">SILT FENCE, SEDIMENT CONTROL LOGS, EARTH BERMS, AND/OR STYLES OF PERIMETER TYPE CONTROLS MUST BE CLEANED, REPAIRED, REPLACED, OR SUPPLEMENTED 24 HOURS OF DISCOVERY WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE WITHIN.TRACKED SEDIMENT SHALL BE SWEPT WITHIN 2 HOURS.SEDIMENT SHALL BE REMOVED FROM INFILTRATION BASINS WITHIN 24 HOURS.RILLS, GULLIES, OR OTHER EROSIONS SHALL BE REPAIRED.IN THE EVENT OF A SEDIMENT-LADEN DISCHARGE TO A SURFACE WATER, CONTRACTOR SHALL CONTACT LOCAL, REGIONAL, STATE OR FEDERAL AUTHORITIES AND OBTAIN ANY PERMIT NECESSARY FOR REMOVAL OF ANY DELTAS OR SEDIMENT. REMOVAL AND STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF GAINING PERMISSION BY APPROPRIATE AGENCY.</div></div><div><div>5.</div><div>WHERE SPECIFIC AREAS OF THE PROJECT HAVE BEEN ESTABLISHED TO 70% THE EXPECTED GROWTH AND WORK OR ESTABLISHMENT REMAINS ON OTHER PORTIONS OF THE PROJECT, INSPECTIONS WITHIN THE 70% ESTABLISHED AREAS CAN BE REDUCED TO ONCE PER MONTH.</div></div><div><div>6.</div><div>INSPECTIONS MAY BE SUSPENDED DURING FROZEN GROUND CONDITIONS. INSPECTIONS MUST BE REINSTATED AFTER RUNOFF OCCURS OR WITHIN 24 HOURS OF RESUMING CONSTRUCTION.</div></div></div>			<div><div><div>1.</div><div>CONTRACTOR SHALL PLACE ALL CONSTRUCTION AND LANDSCAPE MATERIALS THAT ARE POTENTIAL SOURCES OF CONTAMINATION UNDER COVER (e.g. TEMPORARY PLASTIC SHEETING OR ROOF) OR SIMILAR EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.</div></div><div><div>2.</div><div>CONTRACTOR SHALL PLACE ALL PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (e.g. TEMPORARY PLASTIC SHEETING OR ROOF) OR SIMILAR EFFECTIVE MEANS TO MINIMIZE CONTACT WITH STORMWATER.</div></div><div><div>3.</div><div>CONTRACTOR SHALL STORE ALL HAZARDOUS MATERIALS AND TOXIC WASTE INCLUDING OIL, DIESEL, GAS, HYDRAULIC FLUID, SOLVENTS, PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, ACIDS, ETC IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS SHALL BE IN ACCORDANCE LOCAL, STATE AND FEDERAL REQUIREMENTS INCLUDING SECONDARY CONTAINMENTS AS APPLICABLE.</div></div><div><div>4.</div><div>CONTRACTOR SHALL HAVE A SPILL PREVENTION AND RESPONSE PLAN FOR VEHICLE AND EQUIPMENT FUELING AND SHALL INCLUDE DRIP PANS OR ABSORBENTS. ANY SPILLS SHALL BE IMMEDIATELY REPORTED TO THE MPCA.</div></div><div><div>5.</div><div>CONTRACTOR SHALL PROPERLY STORE, COLLECT AND DISPOSE OF SOLID WASTE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.</div></div><div><div>6.</div><div>PORTABLE TOILETS SHALL BE PROVIDED ON SITE AT ALL TIMES. PORTABLE TOILETS SHALL BE SECURED AND STAKED TO PREVENT TIPPING. PORTABLE TOILETS SHALL BE PUMPED AND CLEANED FREQUENTLY. NO MEASUREMENT OR PAYMENT WILL BE MADE FOR PORTABLE TOILETS.</div></div><div><div>7.</div><div>ONSITE VEHICLE OR EQUIPMENT WASHING AND ENGINE DEGREASING IS PROHIBITED. VEHICLES OR EQUIPMENT SHALL BE REMOVED FROM THE SITE, WASHED/DEGREASED AT APPROPRIATE FACILITY, AND RETURNED.</div></div></div>			<div><div><div>1.</div><div>THE PROJECT DOES NOT INCLUDE ONE ACRE OF NEW IMPERVIOUS SURFACE. HOWEVER, PERMANENT STORMWATER MANAGEMENT IS REQUIRED FROM THE PELICAN RIVER WATERSHED DISTRICT (PRWD) FOR PARKING LOT IMPROVEMENTS.</div></div><div><div>2.</div><div>ONSITE PERMANENT STORMWATER MANAGEMENT IS REQUIRED ACCORDING TO PRWD REQUIREMENTS.</div></div><div><div>3.</div><div>PERMANENT STORMWATER MANAGEMENT HAS BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING AGENCY REQUIREMENTS:<ul style="list-style-type: none">MPCA GUIDELINESPELICAN RIVER WATERSHED DISTRICT</div></div><div><div>4.</div><div>PERMANENT STORMWATER MANAGEMENT WILL BE PROVIDED BY INFILTRATION.</div></div></div>								
PERMIT TERMINATION CONDITIONS (SECTIONS 4 & 13)									INFILTRATION DESIGN AND PERFORMANCE (SECTION 16)								
<div><div><div>1.</div><div>VEGETATIVE RESTORATION IS REQUIRED. SEE MNDOT 2575 AND DIVISION S OF THE PROJECT SPECIFICATIONS OR IT IS THE CONTRACTOR'S RESPONSIBILITY TO WATER, MOW, SPRAY FOR WEEDS, REPAIR WASHOUTS OR BARE SPOTS, RE-SEED, AND RE-MULCH AS NECESSARY.</div></div><div><div>2.</div><div>SEEDED AND SODDED AREAS SHALL BE WATERED A MINIMUM OF ONCE PER DAY UNTIL FINAL ESTABLISHMENT IS ACHIEVED.</div></div><div><div>3.</div><div>THE ESTIMATED TURF ESTABLISHMENT QUANTITIES ARE BASED ON THE AREAS SHOWN ON THE PERMANENT STABILIZATION PLANS. ANY AREAS DISTURBED BEYOND THE LIMITS SHOWN SHALL ALSO BE RESTORED BY APPROPRIATE MEANS. NO ADDITIONAL PAYMENT WILL BE MADE FOR ANY RESTORATION REQUIREMENTS BEYOND THE LIMITS SHOWN.</div></div><div><div>4.</div><div>FINAL STABILIZATION MUST BE ACHIEVED; 70% THE EXPECTED VEGETATIVE COVER IS OBTAINED IN ALL AREAS OF THE PROJECT AND APPROVED BY THE ENGINEER. ALL EROSION CONTROL NETTING FOLLOWING 70% ESTABLISHMENT SHALL BE REMOVED TO THE EXTENT PRACTICAL.</div></div><div><div>5.</div><div>ONCE FINAL STABILIZATION IS ACHIEVED, SEDIMENT SHALL BE REMOVED FROM ALL CONVEYANCE SYSTEMS, WET SEDIMENTATION BASINS, AND/OR FILTRATION BASINS, AND ALL TEMPORARY BMP'S SHALL BE REMOVED.</div></div><div><div>6.</div><div>ONCE THE ABOVE 2 ITEMS HAVE BEEN COMPLETED, THE CONTRACTOR SHALL COMPLETE AND SUBMIT THE NOTICE OF TERMINATION TO THE MPCA.</div></div></div>			<div><div><div>1.</div><div>INSPECTIONS ARE REQUIRED A MINIMUM OF ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.</div></div><div><div>2.</div><div>ALL INSPECTIONS AND REQUIRED MAINTENANCE MUST BE DOCUMENTED WITHIN 24 HOURS AND STORED ONSITE AS DESCRIBED UNDER THE CONTRACTOR RESPONSIBILITIES. A COMPREHENSIVE LIST OF ITEMS THAT ARE REQUIRED FOR INSPECTION, MAINTENANCE, AND DOCUMENTATION IS INCLUDED IN THE MPCA GENERAL PERMIT AND IS GENERALLY SUMMARIZED BELOW:<ul style="list-style-type: none">DATE AND TIME OF INSPECTION.NAME(S) OF PERSON(S) CONDUCTING INSPECTIONS.FINDINGS OF INSPECTIONS, INCLUDING SPECIFIC LOCATION WHERE CORRECTIVE/MAINTENANCE ACTIONS ARE NEEDED.CORRECTIVE/MAINTENANCE ACTIONS TAKEN INCLUDING DATES, TIMES, AND PARTY COMPLETING THE CORRECTIVE/MAINTENANCE ACTIONS.DATE AND AMOUNT OF RAINFALL GREATER THAN 0.5 INCH IN 24 HOUR PERIOD.SOURCE OF RAINFALL DATA. MUST BE A RAIN GAUGE ONSITE PROVIDED BY THE CONTRACTOR OR BY A WEATHER STATION THAT IS WITHIN ONE MILE OF THE PROJECT.REQUIREMENT TO OBSERVE, DESCRIBE, REPORT IF NECESSARY, AND PHOTOGRAPH ANY DISCHARGE THAT MAY BE OCCURRING DURING THE INSPECTION.</div></div><div><div>3.</div><div>THE BELOW LIST IS NOT COMPREHENSIVE BUT A GENERAL LISTING OF CRITICAL ITEMS THAT SHOULD BE REVIEWED DURING EACH INSPECTION:<ul style="list-style-type: none">INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL BMP'S.INSPECT RECEIVING WATERS INCLUDING DITCHES AND CURBS FOR ANY EROSION OR SEDIMENT DEPOSITION.INSPECT ADJACENT PAVEMENT FOR TRACKING.INSPECT INFILTRATION AREAS FOR UNAUTHORIZED VEHICLE TRACKING AND SEDIMENT DEPOSITION.</div></div><div><div>4.</div><div>THE FOLLOWING LIST IS NOT COMPREHENSIVE BUT A GENERAL LISTING OF WHEN CRITICAL MAINTENANCE RELATED ITEMS ARE NECESSARY:<ul style="list-style-type: none">SILT FENCE, SEDIMENT CONTROL LOGS, EARTH BERMS, AND/OR STYLES OF PERIMETER TYPE CONTROLS MUST BE CLEANED, REPAIRED, REPLACED, OR SUPPLEMENTED 24 HOURS OF DISCOVERY WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE WITHIN.TRACKED SEDIMENT SHALL BE SWEPT WITHIN 2 HOURS.SEDIMENT SHALL BE REMOVED FROM INFILTRATION BASINS WITHIN 24 HOURS.RILLS, GULLIES, OR OTHER EROSIONS SHALL BE REPAIRED.IN THE EVENT OF A SEDIMENT-LADEN DISCHARGE TO A SURFACE WATER, CONTRACTOR SHALL CONTACT LOCAL, REGIONAL, STATE OR FEDERAL AUTHORITIES AND OBTAIN ANY PERMIT NECESSARY FOR REMOVAL OF ANY DELTAS OR SEDIMENT. REMOVAL AND STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF GAINING PERMISSION BY APPROPRIATE AGENCY.</div></div><div><div>5.</div><div>WHERE SPECIFIC AREAS OF THE PROJECT HAVE BEEN ESTABLISHED TO 70% THE EXPECTED GROWTH AND WORK OR ESTABLISHMENT REMAINS ON OTHER PORTIONS OF THE PROJECT, INSPECTIONS WITHIN THE 70% ESTABLISHED AREAS CAN BE REDUCED TO ONCE PER MONTH.</div></div><div><div>6.</div><div>INSPECTIONS MAY BE SUSPENDED DURING FROZEN GROUND CONDITIONS. INSPECTIONS MUST BE REINSTATED AFTER RUNOFF OCCURS OR WITHIN 24 HOURS OF RESUMING CONSTRUCTION.</div></div></div>			<div><div><div>1.</div><div>CONTRACTOR SHALL PLACE ALL CONSTRUCTION AND LANDSCAPE MATERIALS THAT ARE POTENTIAL SOURCES OF CONTAMINATION UNDER COVER (e.g. TEMPORARY PLASTIC SHEETING OR ROOF) OR SIMILAR EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.</div></div><div><div>2.</div><div>CONTRACTOR SHALL PLACE ALL PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (e.g. TEMPORARY PLASTIC SHEETING OR ROOF) OR SIMILAR EFFECTIVE MEANS TO MINIMIZE CONTACT WITH STORMWATER.</div></div><div><div>3.</div><div>CONTRACTOR SHALL STORE ALL HAZARDOUS MATERIALS AND TOXIC WASTE INCLUDING OIL, DIESEL, GAS, HYDRAULIC FLUID, SOLVENTS, PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, ACIDS, ETC IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS SHALL BE IN ACCORDANCE LOCAL, STATE AND FEDERAL REQUIREMENTS INCLUDING SECONDARY CONTAINMENTS AS APPLICABLE.</div></div><div><div>4.</div><div>CONTRACTOR SHALL HAVE A SPILL PREVENTION AND RESPONSE PLAN FOR VEHICLE AND EQUIPMENT FUELING AND SHALL INCLUDE DRIP PANS OR ABSORBENTS. ANY SPILLS SHALL BE IMMEDIATELY REPORTED TO THE MPCA.</div></div><div><div>5.</div><div>CONTRACTOR SHALL PROPERLY STORE, COLLECT AND DISPOSE OF SOLID WASTE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.</div></div><div><div>6.</div><div>PORTABLE TOILETS SHALL BE PROVIDED ON SITE AT ALL TIMES. PORTABLE TOILETS SHALL BE SECURED AND STAKED TO PREVENT TIPPING. PORTABLE TOILETS SHALL BE PUMPED AND CLEANED FREQUENTLY. NO MEASUREMENT OR PAYMENT WILL BE MADE FOR PORTABLE TOILETS.</div></div><div><div>7.</div><div>ONSITE VEHICLE OR EQUIPMENT WASHING AND ENGINE DEGREASING IS PROHIBITED. VEHICLES OR EQUIPMENT SHALL BE REMOVED FROM THE SITE, WASHED/DEGREASED AT APPROPRIATE FACILITY, AND RETURNED.</div></div></div>			<div><div><div>1.</div><div>THE PROJECT DOES NOT INCLUDE ONE ACRE OF NEW IMPERVIOUS SURFACE. HOWEVER, PERMANENT STORMWATER MANAGEMENT IS REQUIRED FROM THE PELICAN RIVER WATERSHED DISTRICT (PRWD) FOR PARKING LOT IMPROVEMENTS.</div></div><div><div>2.</div><div>ONSITE PERMANENT STORMWATER MANAGEMENT IS REQUIRED ACCORDING TO PRWD REQUIREMENTS.</div></div><div><div>3.</div><div>PERMANENT STORMWATER MANAGEMENT HAS BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING AGENCY REQUIREMENTS:<ul style="list-style-type: none">MPCA GUIDELINESPELICAN RIVER WATERSHED DISTRICT</div></div><div><div>4.</div><div>PERMANENT STORMWATER MANAGEMENT WILL BE PROVIDED BY INFILTRATION.</div></div></div>								
REVISIONS			Bismarck - Detroit Lakes Dickinson - Fargo - St. Cloud 920 McKinley Ave Detroit Lakes, Minnesota 56501 Office: 218-844-2580 www.apexenggroup.com						<div><div><div>Apex Project #:</div><div>23.178.0094</div></div><div><div>Date:</div><div>SEPTEMBER 4, 2024</div></div><div><div>Drawn By:</div><div>TAM, AJK</div></div><div><div>Checked By:</div><div>JSO</div></div><div><div>Approved By:</div><div>JAP</div></div></div> <div><div>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.</div><div><div>Print Name:</div><div>Jon A. Pratt</div></div><div><div>Signed:</div><div></div></div><div><div>Date:</div><div>9/4/24</div><div>License Number:</div><div>46267</div></div></div>			SP 117-080-006 HEARTLAND TRAIL TRAILHEAD IMPROVEMENTS SWPPP GENERAL NARRATIVE & ESTIMATED QUANTITIES			Sheet: 5 OF 20		

BMP ESTIMATED QUANTITIES (5.7)	
INLET PROTECTION	1 EACH
SEDIMENT CONTROL LOG TYPE WOOD FIBER	168 LF
STABILIZED CONSTRUCTION EXIT	1 LUMP SUM
TEMPORARY STABILIZATION	DEPEND ON CONTRACTOR MEANS, METHODS, AND SCHEDULING

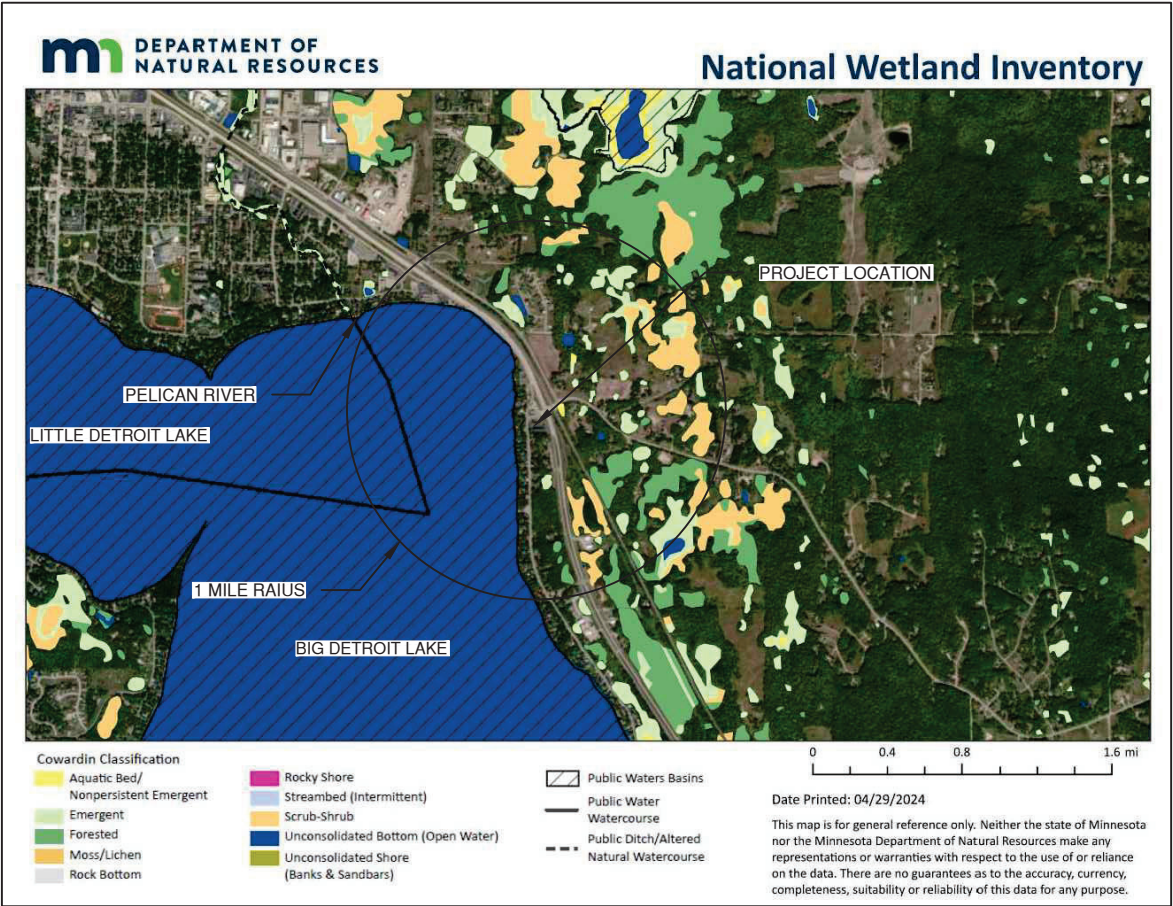
TURF ESTABLISHMENT ESTIMATED QUANTITIES (5.7)	
LAWN TURF FERTILIZER TYPE 3,* MNDOT SEED MIX SB HYDRAULIC MULCH MATRIX	1126 SY
DRY SWALE / POND FERTILIZER TYPE 3,* MNDOT SEED MIX SI, HYDRAULIC REINFORCED FIBER MATRIX (RFM) OR ROLLED EROSION PREVENTION CATAGORY 25	250 SY

*FERTILIZER TYPE 3 (0-10-20 [NPK]) APPLIED AT 200 LBS/ACRE.

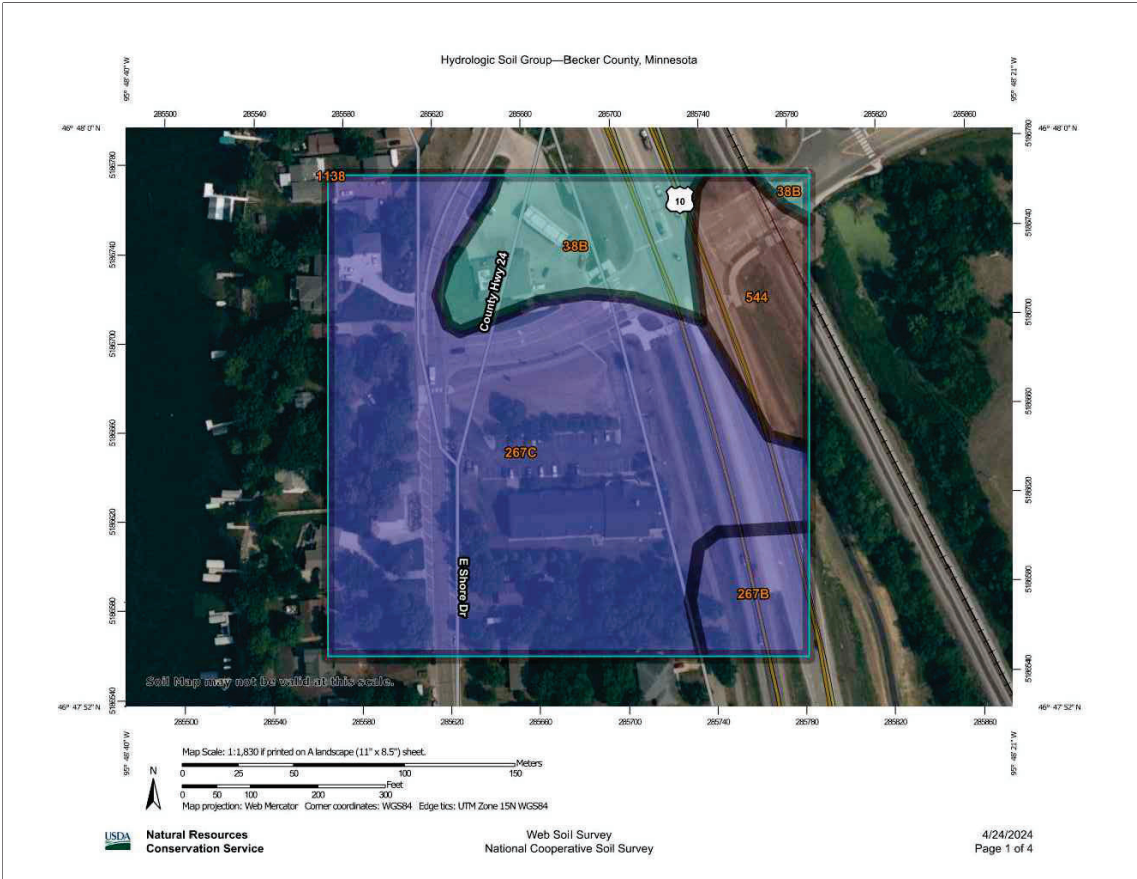
GENERAL SOIL NOTES

1. THE BELOW ARE THE HYDRAULIC SOIL GROUP (HSG) DESCRIPTIONS THAT CORRESPOND TO THE NRCS WEB SOIL SURVEY MAP:
- A. SAND, LOAMY SAND OR SANDY LOAM TYPE SOILS. LOW RUNOFF POTENTIAL AND HIGH INFILTRATION RATES. THEY CONSIST PRIMARILY OF DEEP, WELL TO EXCESSIVELY WELL DRAINED SANDS OR GRAVELS.
- B. LOAM OR SILT LOAM. MODERATE INFILTRATION RATE EVEN WHEN THOROUGHLY WETTED. PRIMARILY MODERATELY DEEP TO DEEP, MODERATELY WELL TO WELL DRAINED SOILS. TEXTURE RANGES FROM MODERATELY FINE TO MODERATELY COARSE.
- C. SANDY CLAY LOAM. LOW INFILTRATION RATES ESPECIALLY WHEN THOROUGHLY WETTED. SOIL TEXTURE MODERATELY FINE TO FINE.
- D. CLAY LOAM, SILTY CLAY LOAM, SANDY CLAY, SILTY CLAY OR CLAY. THIS SOIL GROUP HAS THE HIGHEST RUNOFF POTENTIAL. VERY LOW INFILTRATION RATES ESPECIALLY WHEN THOROUGHLY WETTED. CONSIST PRIMARILY OF CLAY SOILS WITH A HIGH SWELLING POTENTIAL.

NRCS WEB SOIL SURVEY MAP LEGEND		
MAP NO.	SOIL NAME	HSG
38B	WAUKON LOAM, 2 TO 6 % SLOPES	C
267B	SNELLMAN SANDY LOAM, 1 TO 8 % SLOPES	B
267C	SNELLMAN SANDY LOAM, 8 TO 15 % SLOPES	B
544	CATHRO MUCK, OCCASIONALLY PONDED, 0 TO 1 % SLOPES	B/D
1138	RUSHLAKE AND HANGAARD SOILS, LAKE BEACHES	A



NATIONAL WETLAND INVENTORY MAP (5.10)



NRCS WEB SOIL SURVEY MAP (5.9)

REVISIONS			 <p>Bismarck - Detroit Lakes Dickinson - Fargo - St. Cloud 920 McKinley Ave Detroit Lakes, Minnesota 56501 Office: 218-844-2580 www.apexenggroup.com</p>		Apex Project #: <u>23.178.0094</u> Date: <u>SEPTEMBER 4, 2024</u> Drawn By: <u>TAM, AJK</u> Checked By: <u>JSO</u> Approved By: <u>JAP</u>	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. Print Name: <u>Jon A. Pratt</u> Signed:  Date: <u>9/4/24</u> License Number: <u>46267</u>	SP 117-080-006 HEARTLAND TRAIL TRAILHEAD IMPROVEMENTS	Sheet: 6 OF 20
Issue #	Description	Date						

- NOTES:
- ALL INITIAL TEMPORARY EROSION AND SEDIMENT CONTROL BMP'S SHOWN ON THIS SHEET SHALL BE IMPLEMENTED PRIOR TO ANY LAND DISTURBANCE OR REMOVAL ACTIVITIES AND SHALL REMAIN IN-PLACE UNTIL 70% ESTABLISHMENT IS ACHIEVED OR CONSTRUCTION SEQUENCING REQUIRES.
 - SEE SWPPP NARRATIVE FOR ADDITIONAL EROSION AND SEDIMENT CONTROL REQUIREMENTS

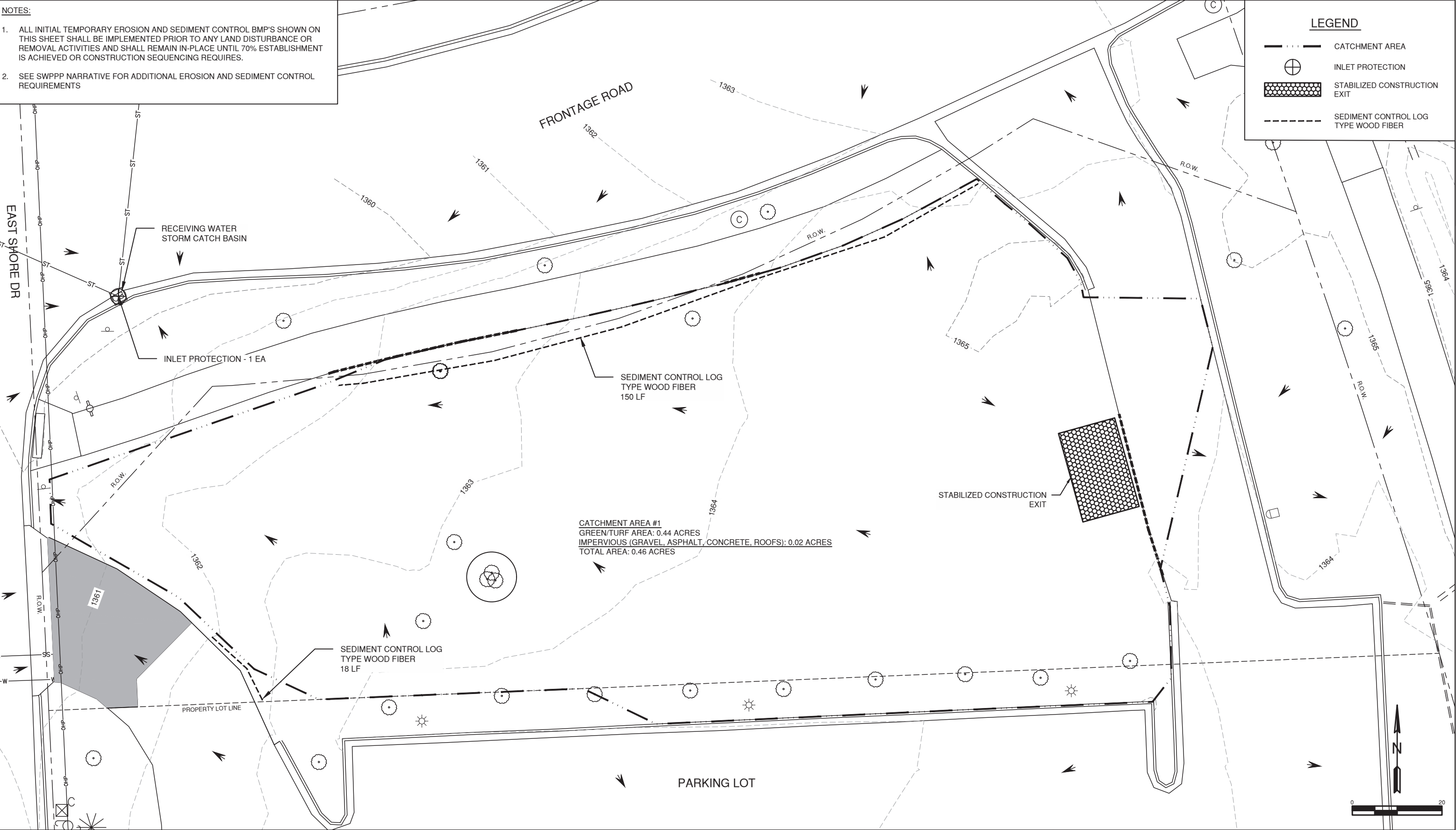
LEGEND

CATCHMENT AREA

INLET PROTECTION

STABILIZED CONSTRUCTION EXIT

SEDIMENT CONTROL LOG
TYPE WOOD FIBER



REVISIONS		
Issue #	Description	Date

Apex

Engineering Group

Bismarck - Detroit Lakes

Dickinson - Fargo - St. Cloud

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City of

Detroit Lakes

Apex Project #:

23.178.0094

Date:

SEPTEMBER 4, 2024

Drawn By:

TAM, AJK

Checked By:

JSO

Approved By:

JAP

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.

Print Name:

Jon A. Pratt

Signed:

Date:

9/4/24

License Number:

46267

SP 117-080-006

HEARTLAND TRAIL

TRAILHEAD IMPROVEMENTS

SWPPP

INITIAL TEMPORARY EROSION

AND SEDIMENT CONTROL PLAN

Sheet:

7

OF 20

L:\Projects\2023\23.178.0094 - DTL - Heartland Trail Trailhead Improvements\Design\Drawings\23.178.0094 - G2_Temp SWPPP.dwg

NOTES:



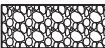
1. ENERGY DISSIPATION SHALL BE INSTALLED WITHIN 24 HOURS OF DEVICE OR FEATURE PLACEMENT INTO SERVICE.

LEGEND

- CATCHMENT AREA
- - - SEDIMENT CONTROL LOG
TYPE WOOD FIBER
—SF— SILT FENCE, TYPE MS

TURF/STABILIZATION KEY

PLAN KEY AND DESCRIPTION

-  LAWN TURF
FERTILIZER TYPE 3,
MNDOT SEED MIX SB
HYDRAULIC MULCH MATRIX
-  DRY SWALE / POND
FERTILIZER TYPE 3,
MNDOT SEED MIX SI,
HYDRAULIC REINFORCED FIBER MATRIX (RFM)
OR ROLLED EROSION PREVENTION CATAGORY 25
-  RANDOM RIPRAP CLASS III
GEOTEXTILE FILTER TYPE IV

FRONTAGE ROAD

EAST SHORE DR

BASIN OVERFLOW: 1361.45
RANDOM RIPRAP CLASS II - 2 CY
GEOTEXTILE FILTER TYPE IV - 36 SY

INFILTRATION BASIN #1 - SEE GRADING PLAN

SILT FENCE, TYPE MS (2 ROWS)
444 LF

PROPERTY LOT LINE

PARKING LOT

CATCHMENT AREA 1
GREEN: 0.29 ACRES
POST CONSTRUCTION IMPERVIOUS: 0.17 ACRES
TOTAL AREA: 0.46 ACRES

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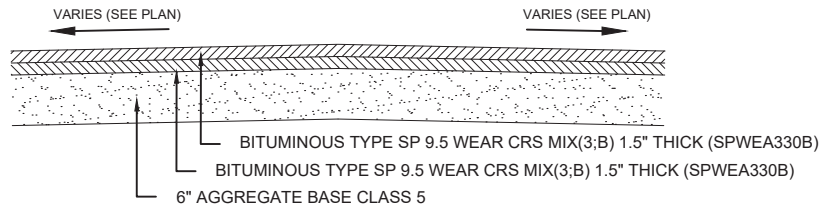
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SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS
SWPPP
FINAL EROSION AND SEDIMENT
CONTROL PLAN

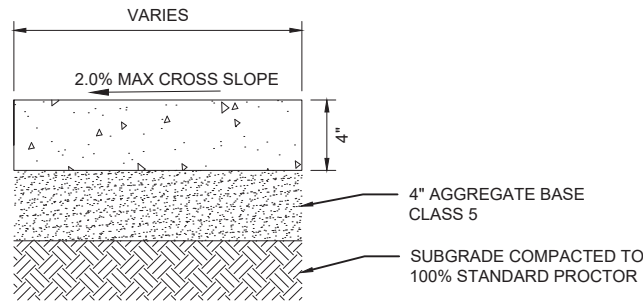
Sheet:

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OF 20

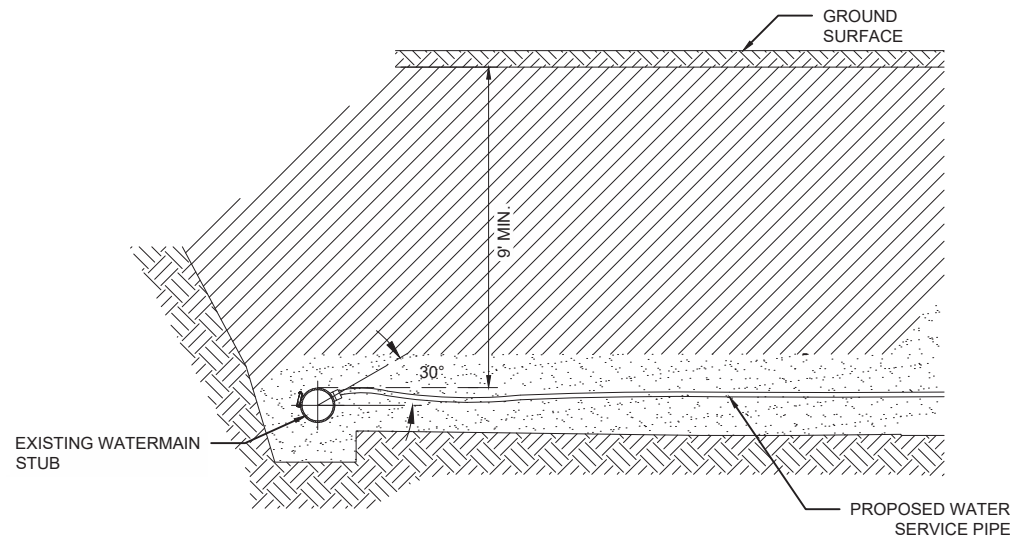


1 BITUMINOUS PAVEMENT DETAIL
NO SCALE



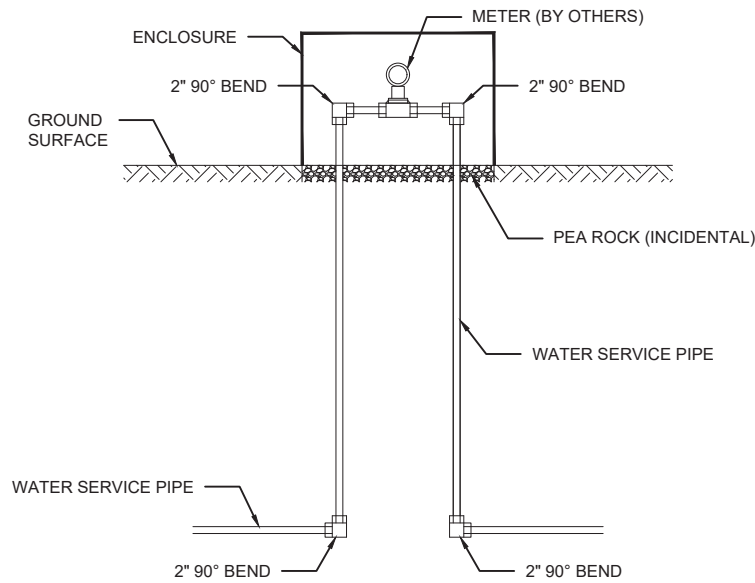
- NOTES:**
1. CONCRETE WALKS SHALL BE JOINTED BY SAW CUT. IT IS THE CONTRACTORS RESPONSIBILITY TO LAYOUT THE JOINTING PLAN. MAXIMUM PANEL SIZE SHALL BE 8' X 4'.
 2. 1/2\"
 3. ALL REINFORCEMENT SHALL BE INCIDENTAL UNLESS OTHERWISE NOTED.

2 CONCRETE SIDEWALK SECTION W/ AGGREGATE BASE
NO SCALE



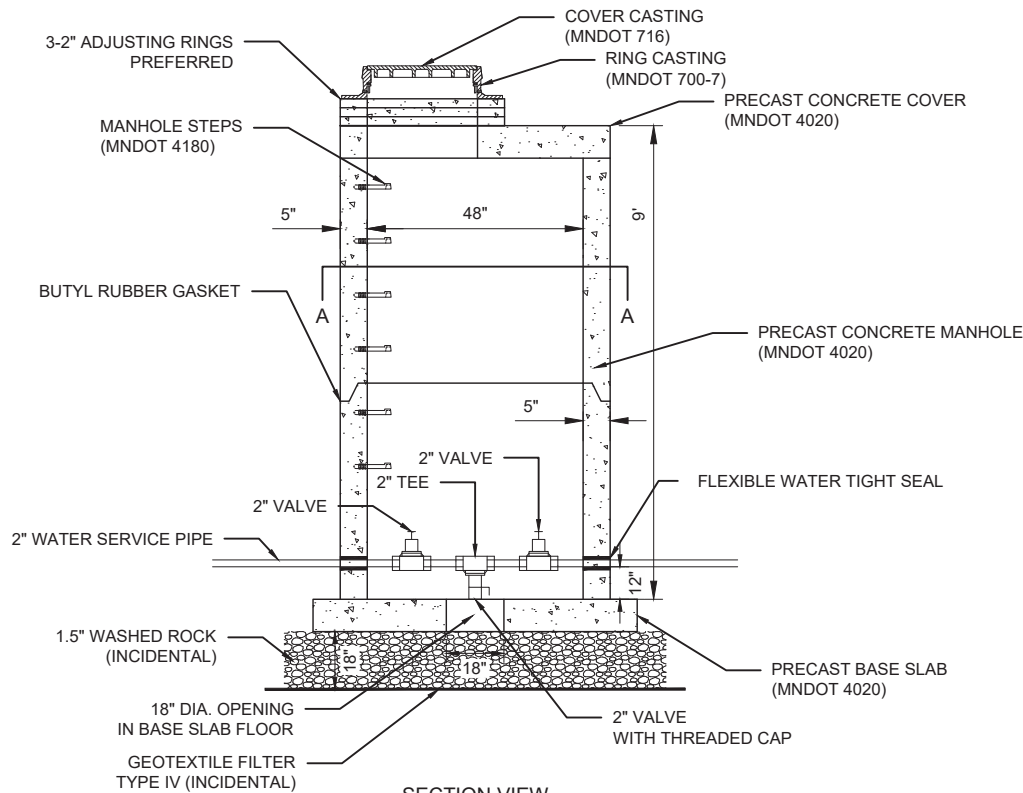
- NOTES:**
1. NEW SERVICE PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH AS SHOWN FROM THE EXISTING WATERMAIN STUB TO THE DRINKING FOUNTAIN. ALL WORK OF LOWERING THE SERVICE PIPE TO ENSURE IT IS AT MINIMUM DEPTH SHALL BE INCLUDED WITH INSTALLATION OF THE WATER SERVICE LATERAL.

3 WATER SERVICE DETAIL
NO SCALE



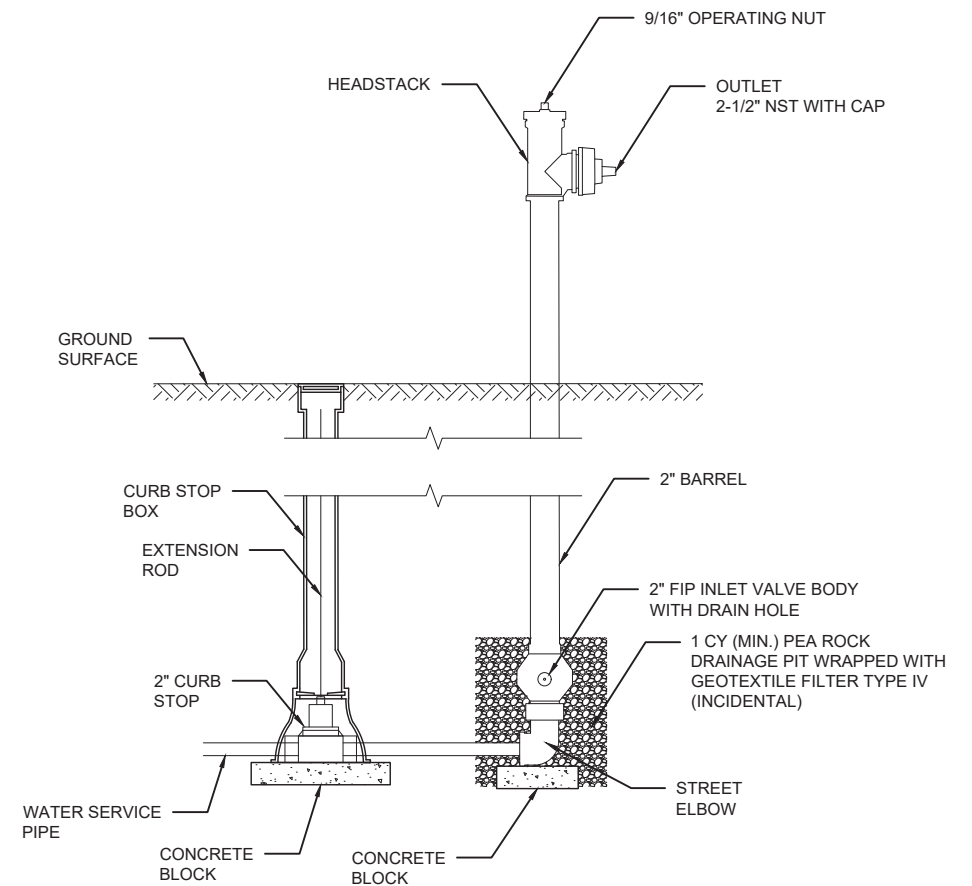
- NOTES:**
1. CONTRACTOR TO COORDINATE METER CONNECTION WITH CITY OF DETROIT LAKES PUBLIC UTILITIES.
 2. PIPING FOR METER PEDESTAL SHALL BE PAID PER LINEAL FOOT OF 2\"
 3. THE CONTRACTOR SHALL PROVIDE THE APPROPRIATE ADAPTORS, BENDS, TEES, AND TRANSITION FITTINGS TO MAKE THE WATER METER CONNECTION.

4 CONSTRUCT METER STATION
NO SCALE



SECTION VIEW

5 STANDARD VALVE MANHOLE
NO SCALE



SECTION VIEW

6 2\"/>

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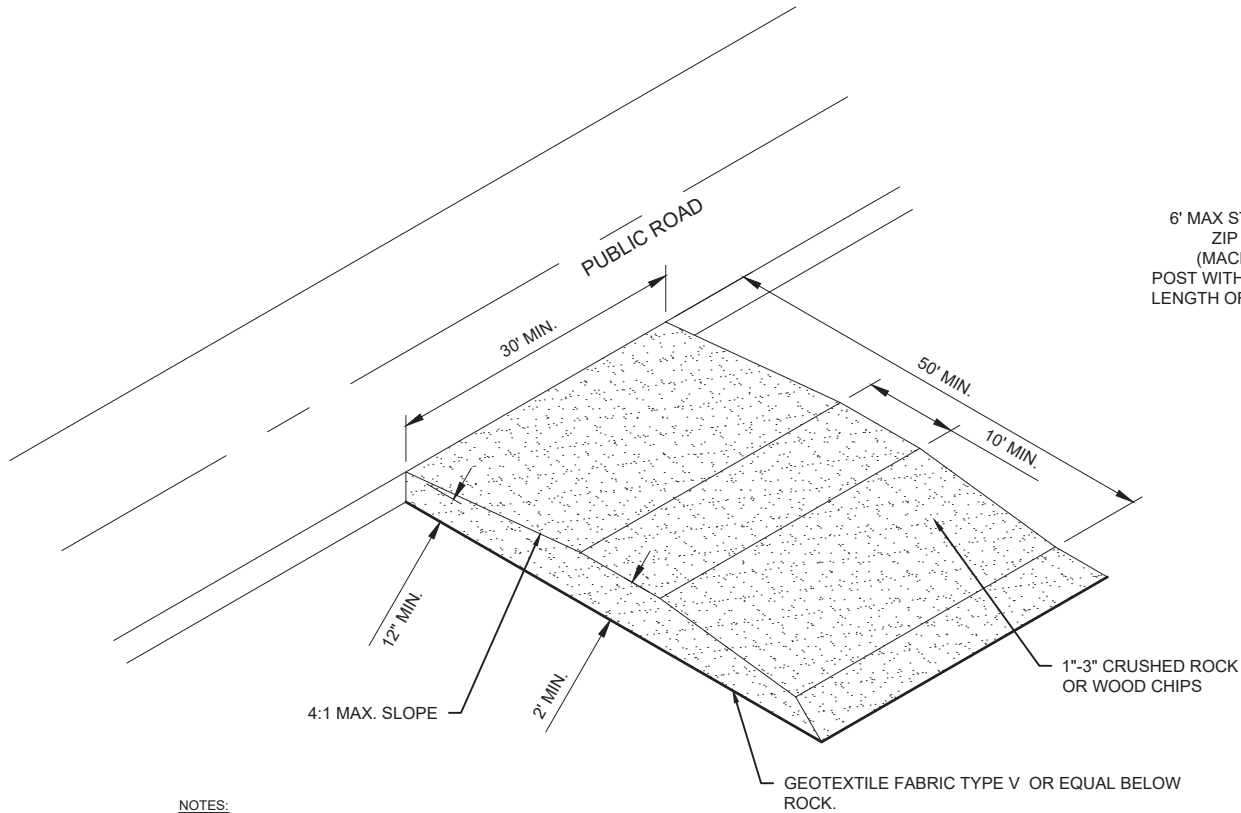
SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

DETAILS

Sheet:

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OF 20



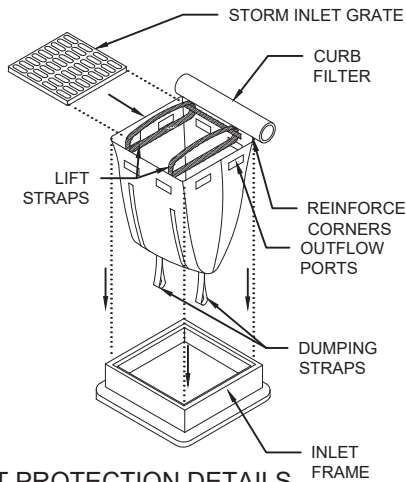
NOTES:

- CRUSHED ROCK SHALL BE REMOVED AND REPLACED AS NECESSARY THROUGHOUT PROJECT OR AT THE DIRECTION OF THE ENGINEER.
- TRACKING ONTO PUBLIC STREET OR PAVEMENT BEYOND THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE SWEEPED A MINIMUM OF ONCE PER DAY OR AS DIRECTED BY THE ENGINEER OR OWNER OF THE STREET. MULTIPLE SWEEPINGS MAY BE REQUIRED DAILY.

7 STABILIZED CONSTRUCTION EXIT
NO SCALE

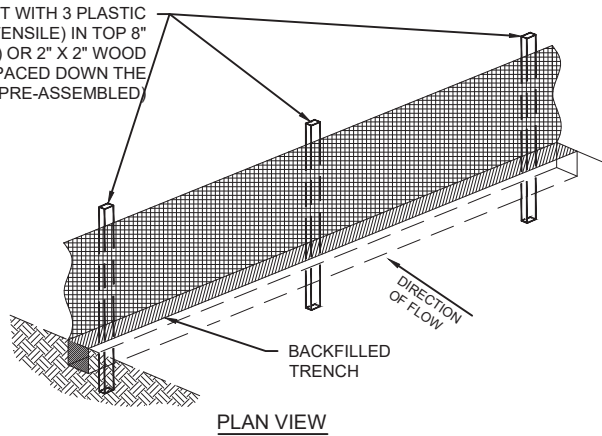
NOTES:

- FILTER BAGS OR AN EQUAL "BEST MANAGEMENT PRACTICE" DEVICE (BMP), AS APPROVED BY THE ENGINEER, SHALL BE USED AND MUST BE EQUIPPED WITH EMERGENCY OVERFLOWS.
- BMP DEVICES SHALL BE MAINTAINED AND REPLACED AT THE DIRECTION OF THE ENGINEER; NON FUNCTIONING BMP'S MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITHIN 24 HOURS AFTER DISCOVERY OF VIOLATION.
- THE CONTRACTOR WILL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF INLETS AND WITHIN FILTER BAGS AFTER EACH STORM EVENT OR WHEN GREATER THEN 1/3 FULL.
- CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FILTER BAGS DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

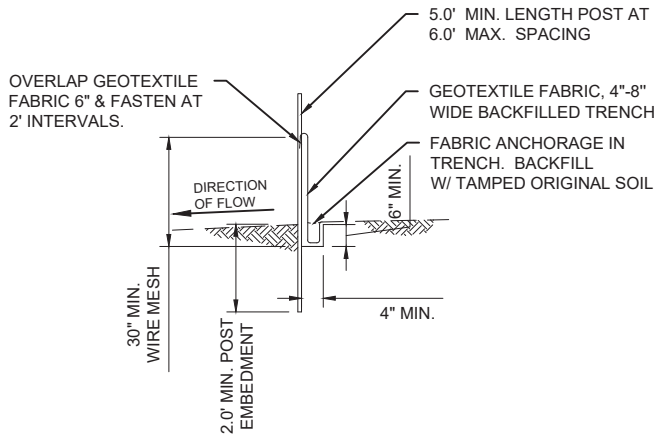


8 TYPE C INLET PROTECTION DETAILS
NO SCALE

6' MAX STEEL "T" POST WITH 3 PLASTIC ZIP TIES (50LB. TENSILE) IN TOP 8" (MACHINE SLICED) OR 2" X 2" WOOD POST WITH STAPLES SPACED DOWN THE LENGTH OF THE POST (PRE-ASSEMBLED)



PLAN VIEW

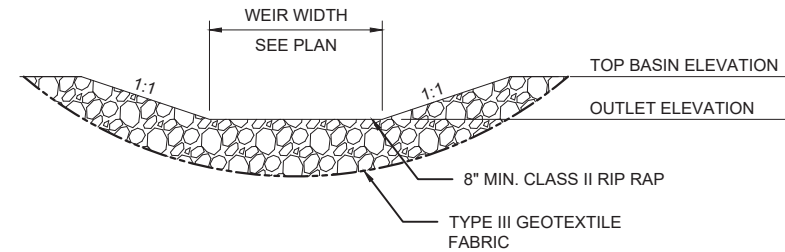


SECTION VIEW

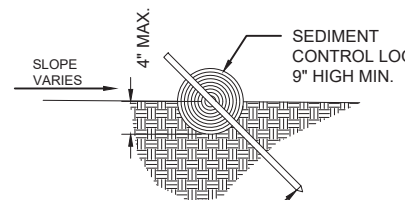
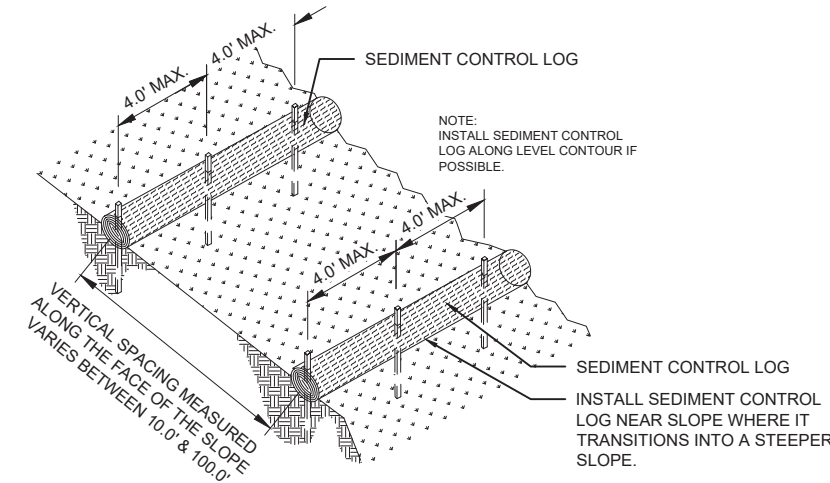
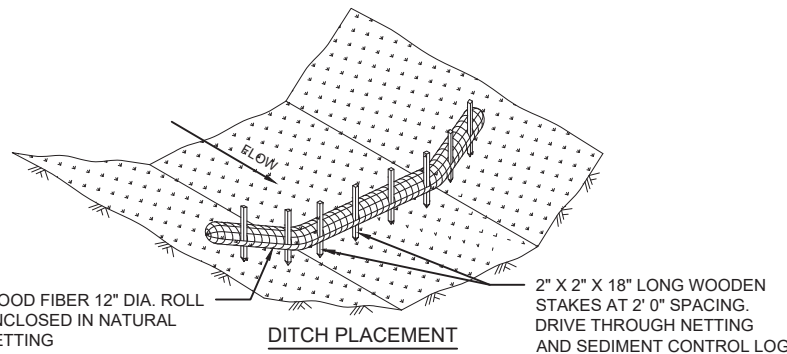
NOTES:

- INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
- REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
- SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

9 SILT FENCE DETAILS
NO SCALE



10 BASIN OVERFLOW DETAIL
NO SCALE



11 SEDIMENT CONTROL LOG INSTALLATION DETAILS
NO SCALE

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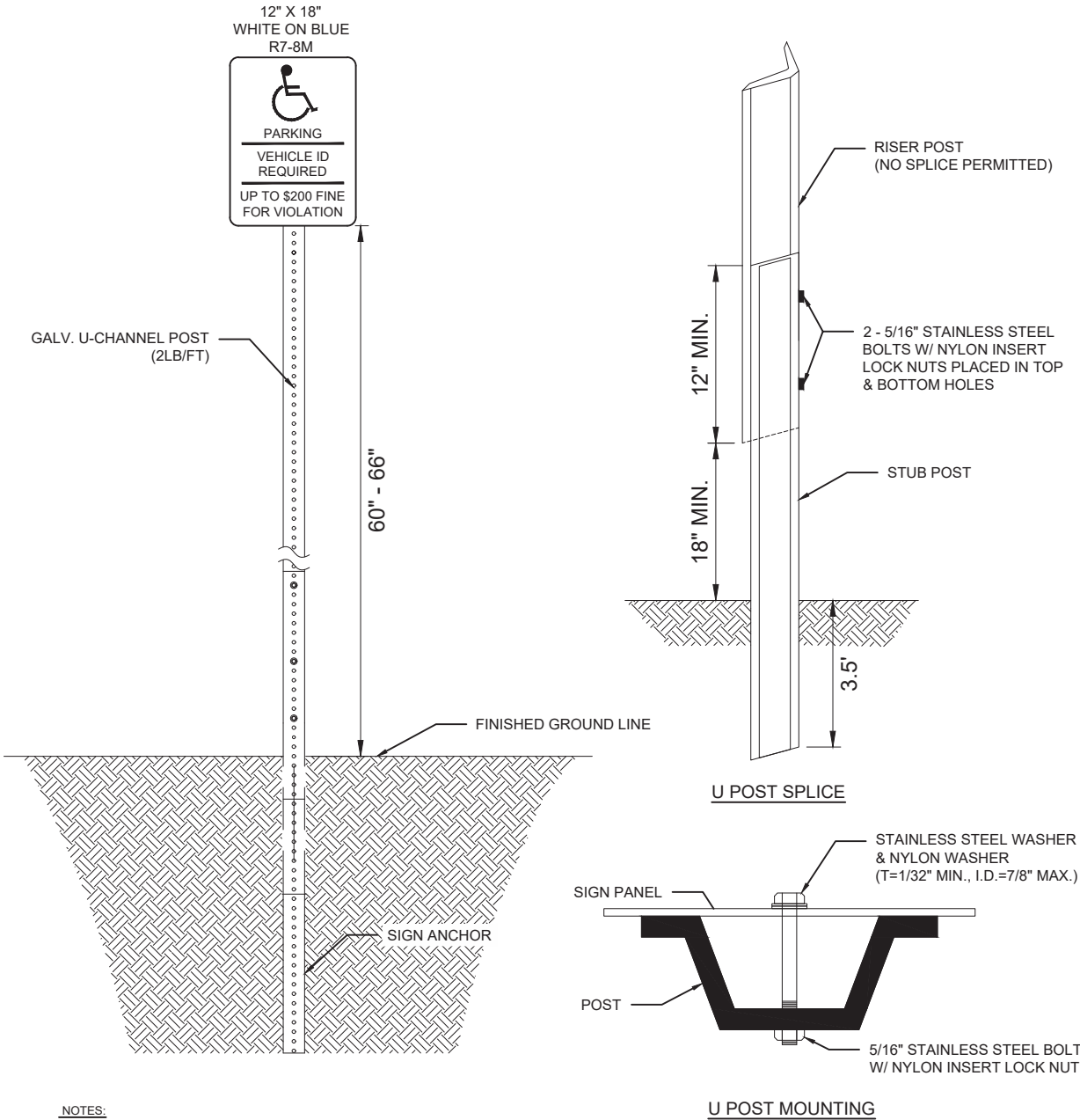


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Date: SEPTEMBER 4, 2024
Drawn By: TAM, AJK
Checked By: JSO
Approved By: JAP

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Print Name: Jon A. Pratt
Signed:
Date: 9/4/24 License Number: 46267

SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS
DETAILS

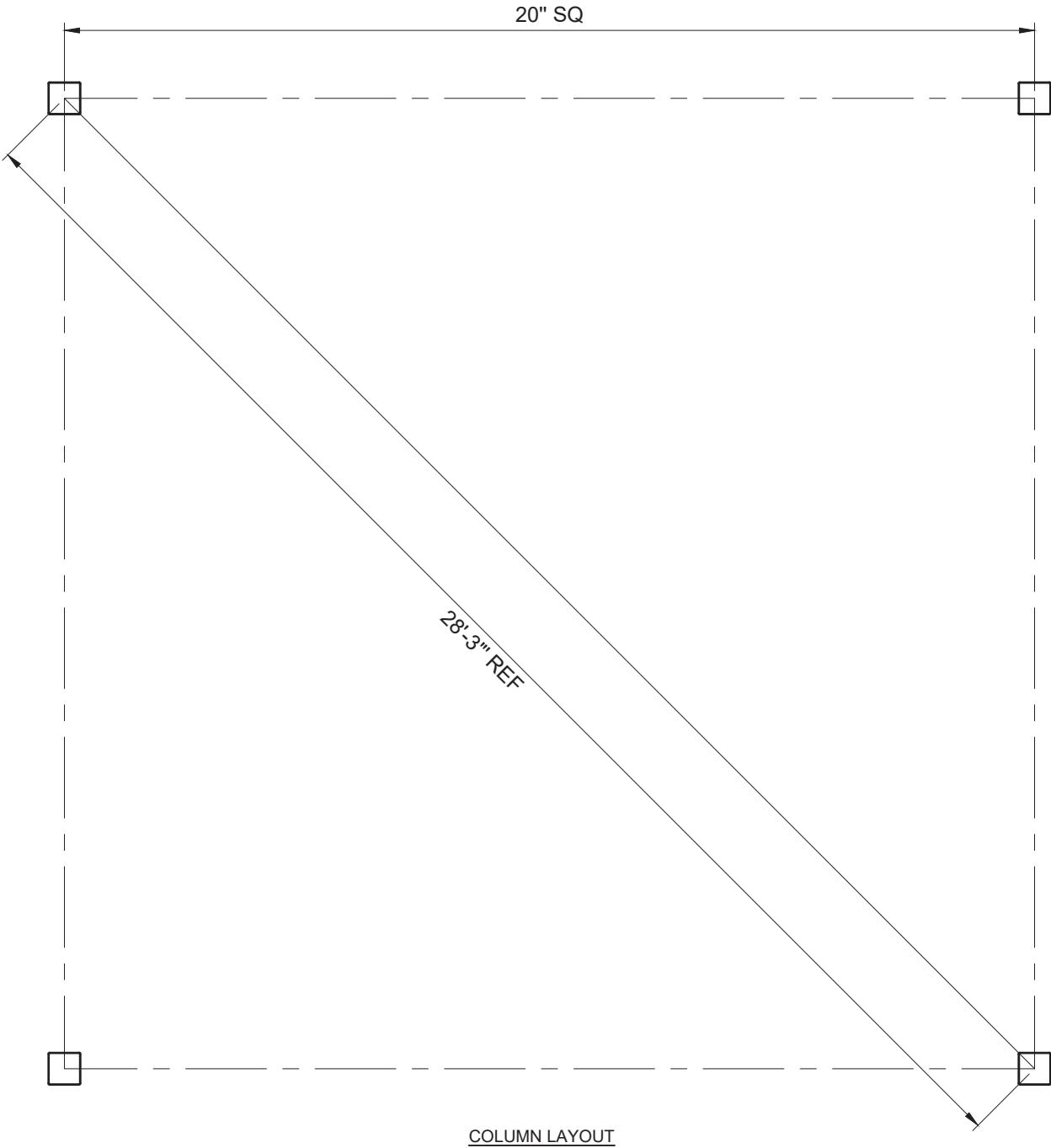
Sheet:
10
OF 20



NOTES:

1. SIGNS SHALL BE CONSTRUCTED TO MEET MN MUTCD STANDARDS.
2. DATE OF FABRICATION DECALS SHALL BE APPLIED TO THE BACK SIDE RIGHT CORNER OF EACH SIGN.
3. SIGN POSTS, SIGNS AND INSTALLATION SHALL BE IN ACCORDANCE WITH MNDOT TRAFFIC ENGINEERING MANUAL.
4. SIGN LOCATIONS INDICATED IN THE CONTRACT ARE APPROXIMATE; FINAL DETERMINATION SHALL BE MADE IN THE FIELD BY THE ENGINEER.
5. USE 3 LB/FT STUB POSTS, RISER POSTS, STRINGERS, KNEE BRACES, LATERAL BRACES AND KNEE BRACE STUB POSTS. ALL SHALL CONFORM TO MNDOT 3401.
6. MOUNTING (PUNCH CODE) FOR TYPE C SIGN PANELS SHALL BE AS INDICATED IN THE STANDARD SIGNS MANUAL UNLESS OTHERWISE SPECIFIED.
7. ALL RISER (VERTICAL) U POSTS SHALL BE SPLICED. DRIVEN STUB POSTS SHALL BE AT LEAST 7' LONG.
8. USE STAINLESS STEEL 5/16\"/>

12 ADA SIGN INSTALLATION DETAIL
NO SCALE

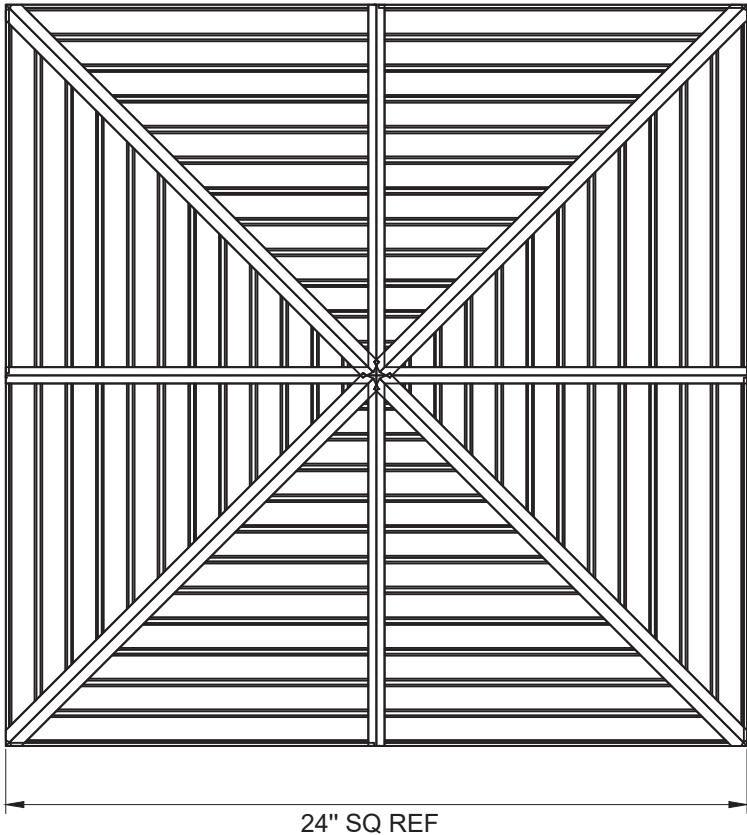


13 PICNIC SHELTER DETAIL
NO SCALE

NOTE:

1. PICNIC SHELTER SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.

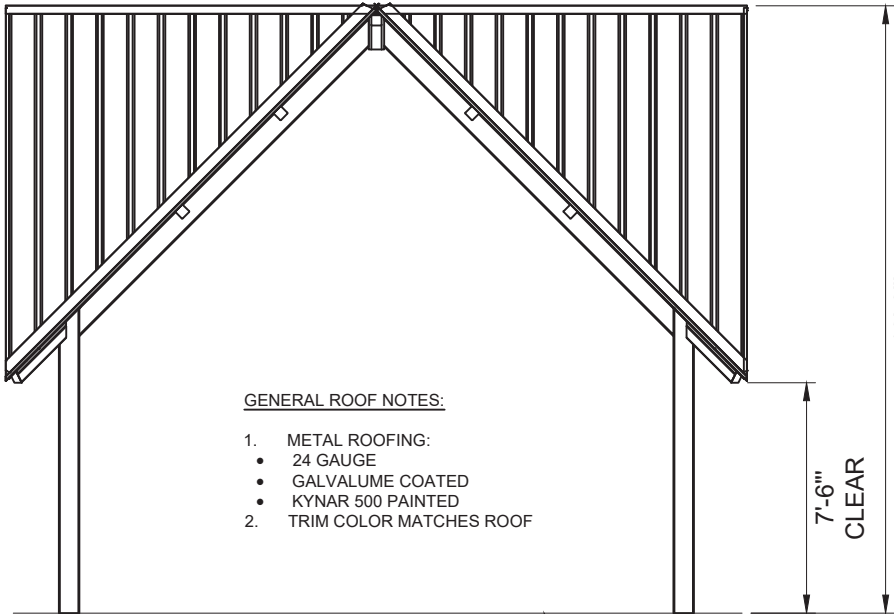
REVISIONS			<div></div> <div>Bismarck - Detroit Lakes Dickinson - Fargo - St. Cloud 920 McKinley Ave Detroit Lakes, Minnesota 56501 Office: 218-844-2580 www.apexenggroup.com</div> <div></div>	<div>Apex Project #: <u>23.178.0094</u></div> <div>Date: <u>SEPTEMBER 4, 2024</u></div> <div>Drawn By: <u>TAM, AJK</u></div> <div>Checked By: <u>JSO</u></div> <div>Approved By: <u>JAP</u></div>	<div>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.</div> <div>Print Name: <u>Jon A. Pratt</u></div> <div>Signed: </div> <div>Date: <u>9/4/24</u> License Number: <u>46267</u></div>	SP 117-080-006 HEARTLAND TRAIL TRAILHEAD IMPROVEMENTS		Sheet: 11 OF 20
Issue #	Description	Date				DETAILS		



24" SQ REF

12

12



19'-9" REF

7'-6" CLEAR

GENERAL ROOF NOTES:

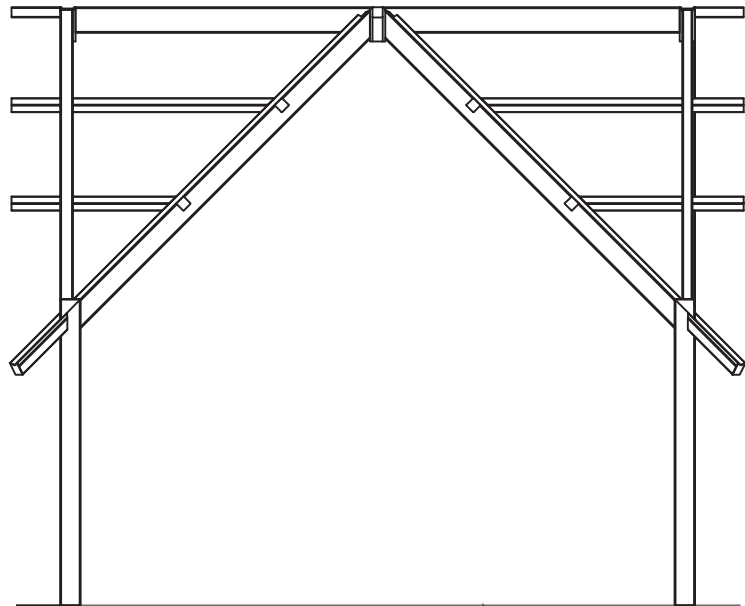
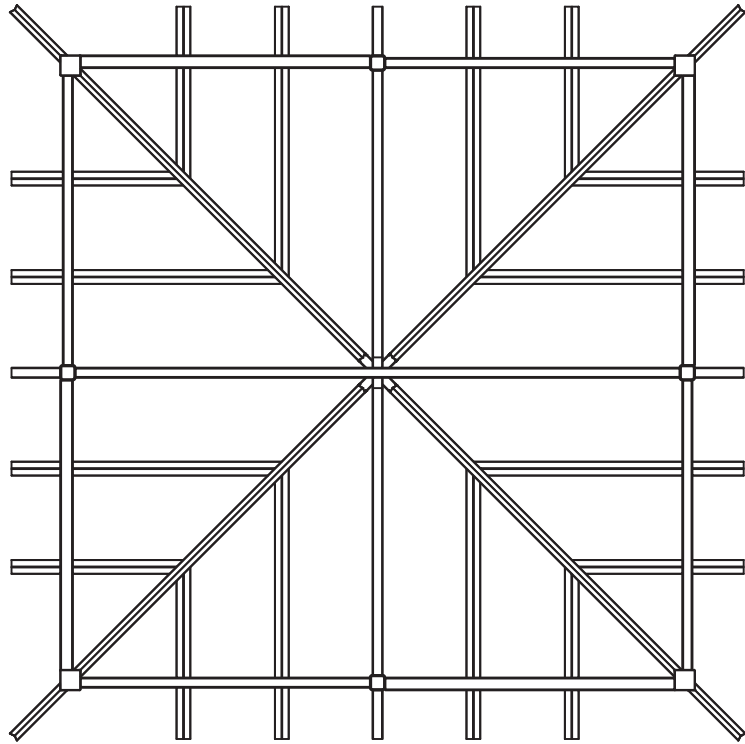
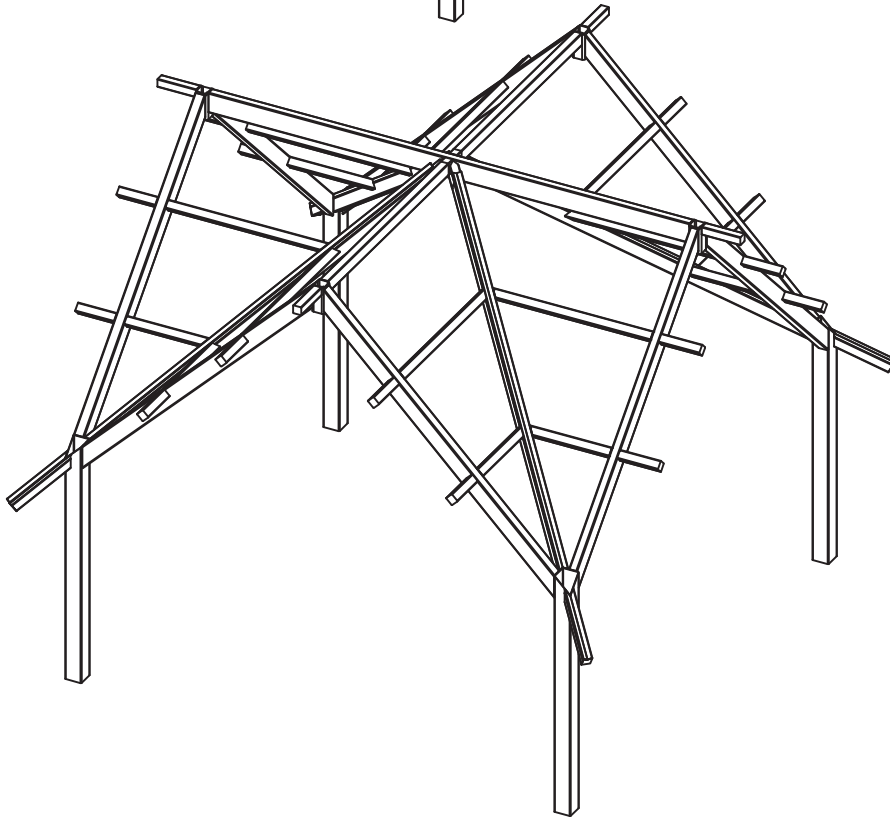
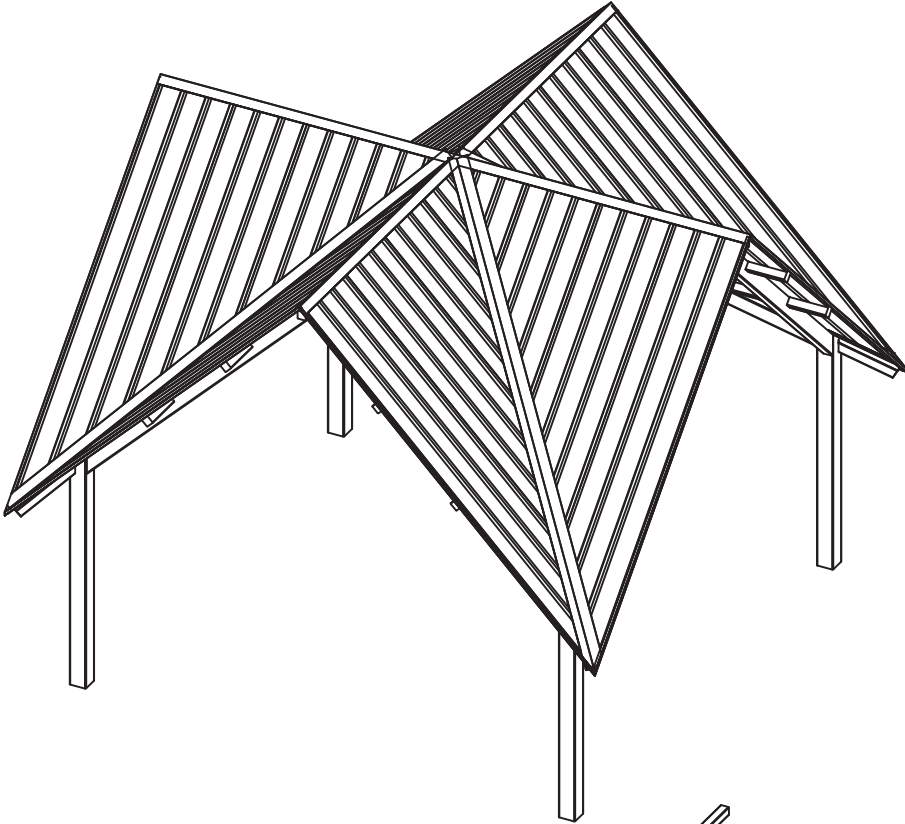
1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF

FINISHED GROUND

ARCHITECTURAL ELEVATIONS

NOTE:

1. PICNIC SHELTER SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
2. PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.



FINISHED GROUND

STRUCTURAL FRAMING

13

PICNIC SHELTER DETAIL (CONTINUED)

NO SCALE

REVISIONS

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SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

DETAILS

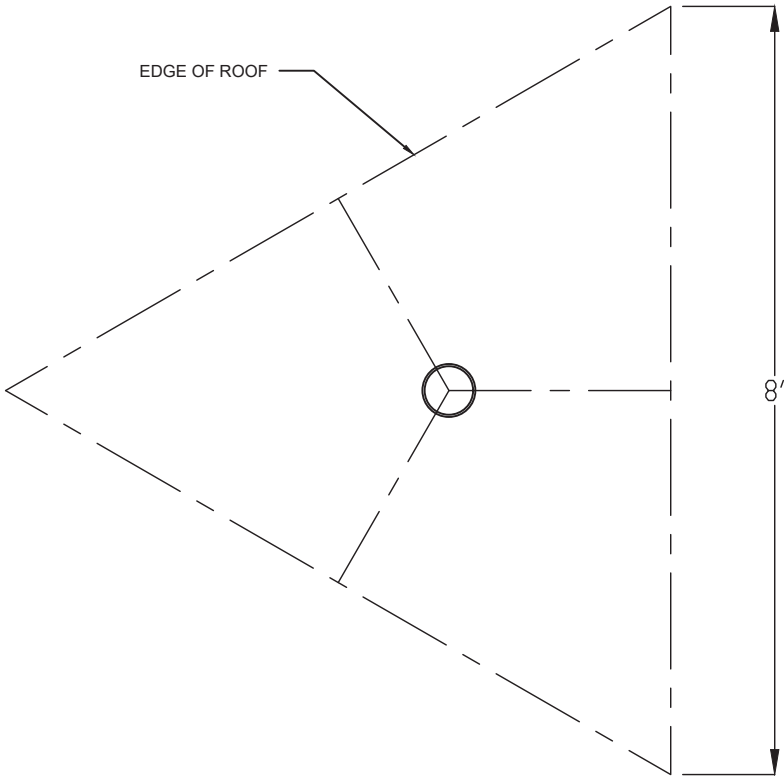
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GENERAL ROOF NOTES:

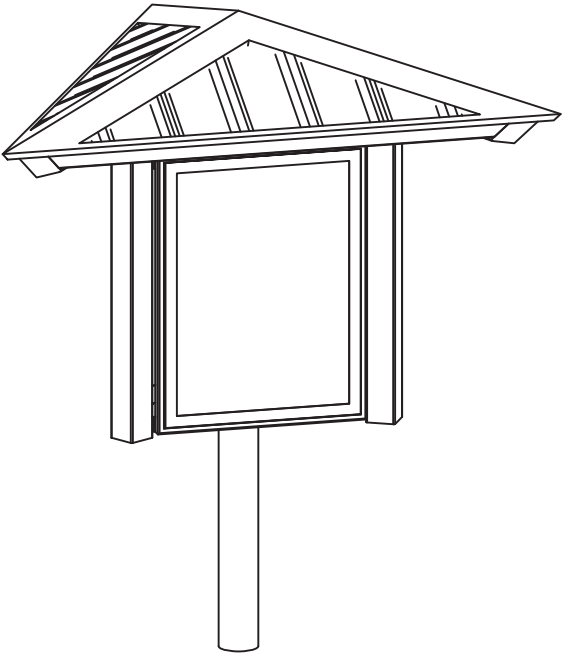
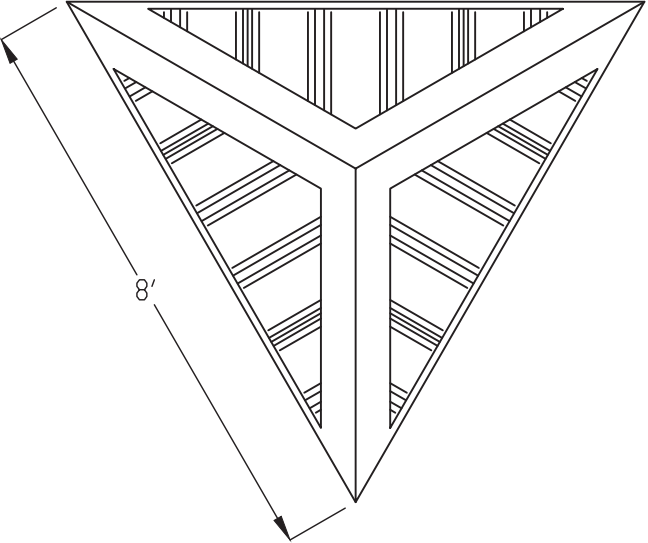
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- 24 GAUGE

• GALVALUME COATED

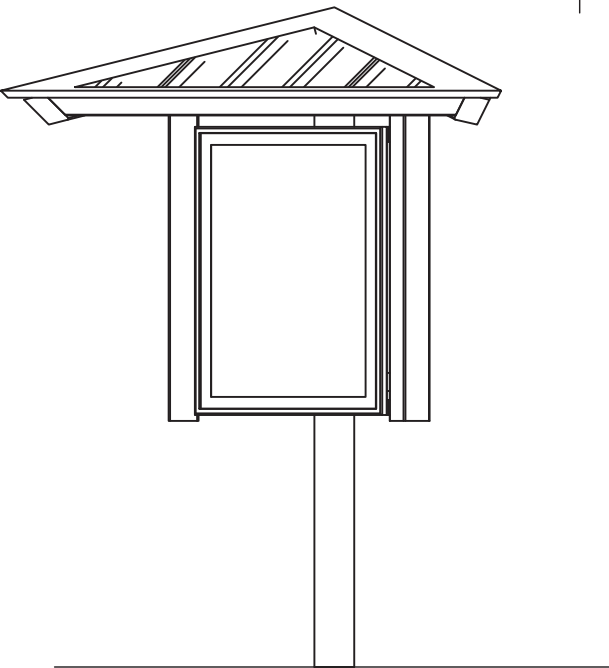
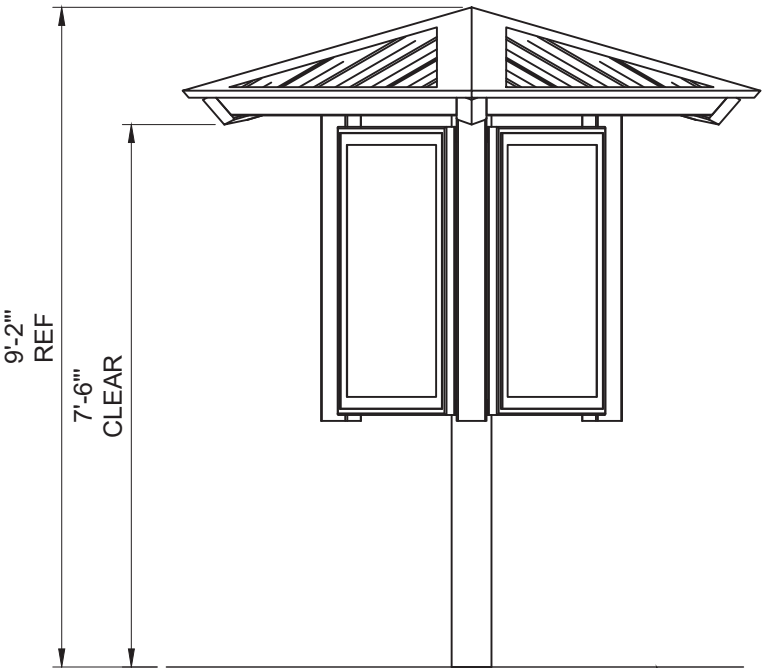
• KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF



COLUMN LAYOUT



12
6



ARCHITECTURAL ELEVATIONS

FINISHED GROUND

STRUCTURAL FRAMING

NOTE:

1. KIOSK SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
2. PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.

14 KIOSK DETAIL
NO SCALE

REVISIONS		
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SP 117-080-006

HEARTLAND TRAIL

TRAILHEAD IMPROVEMENTS

DETAILS

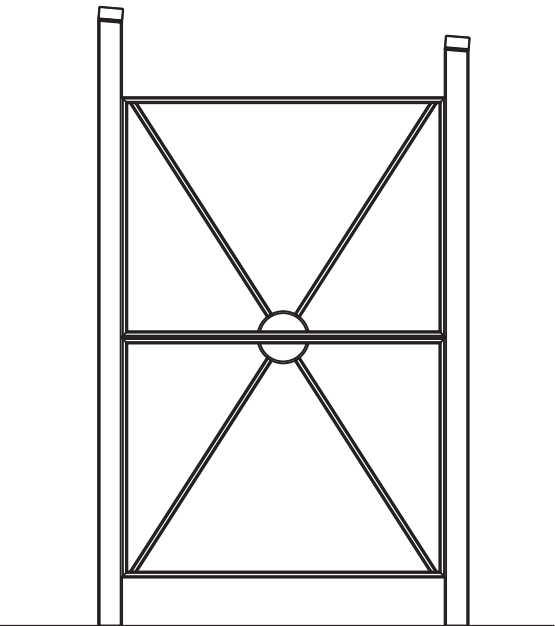
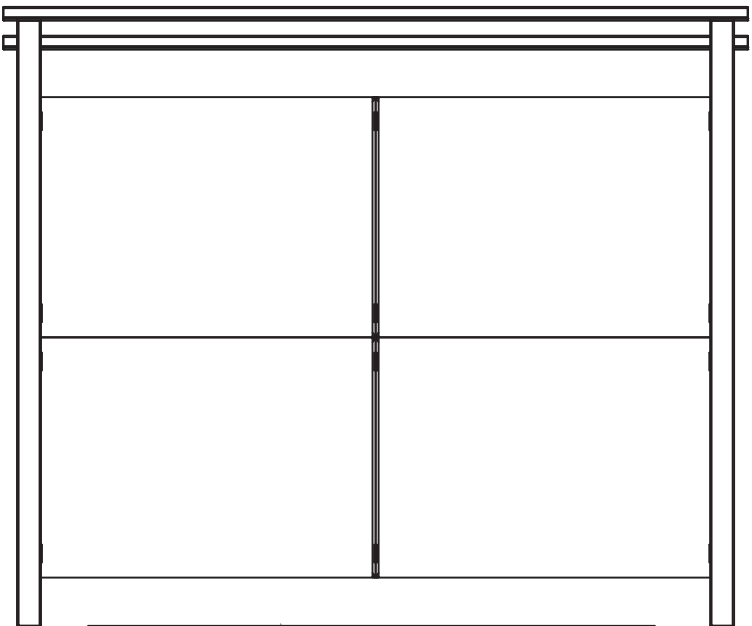
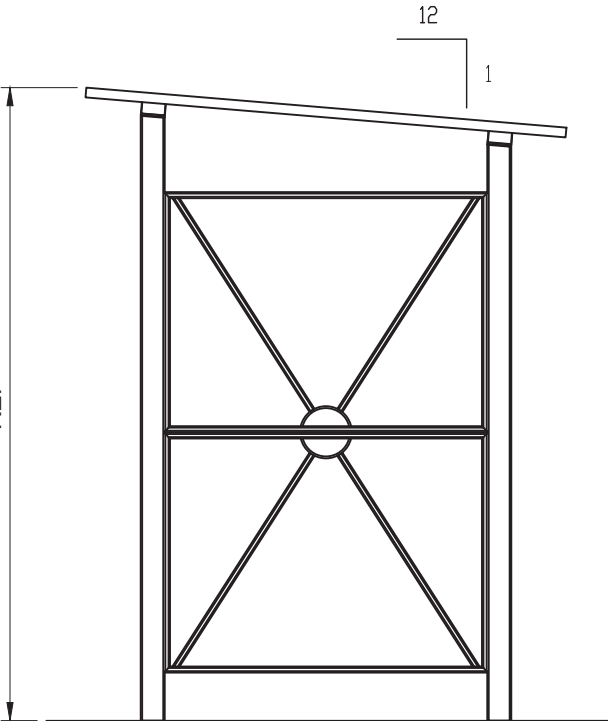
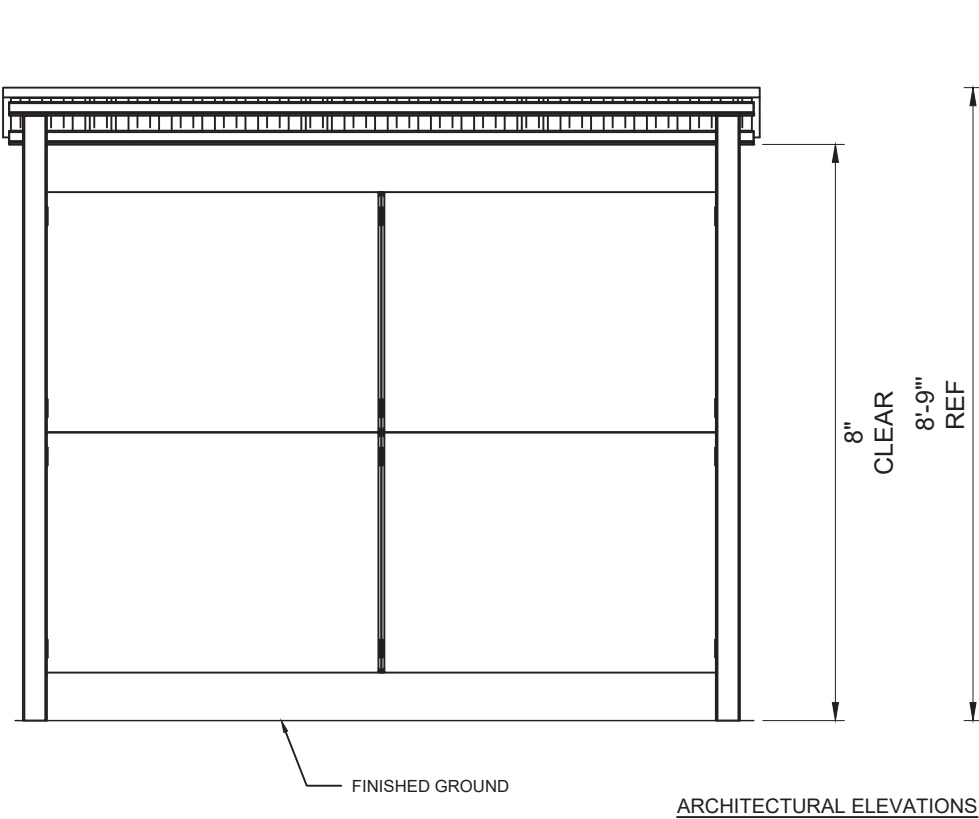
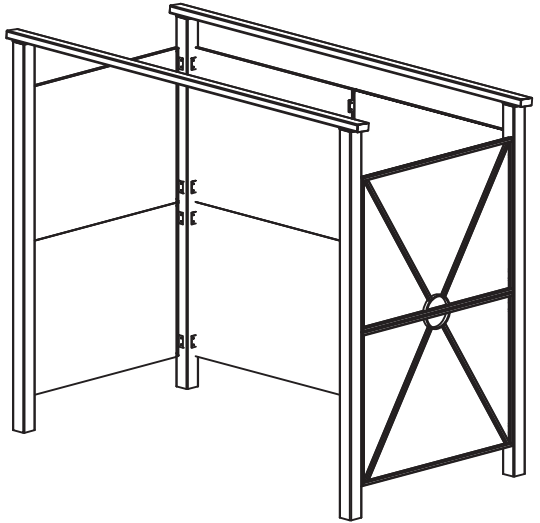
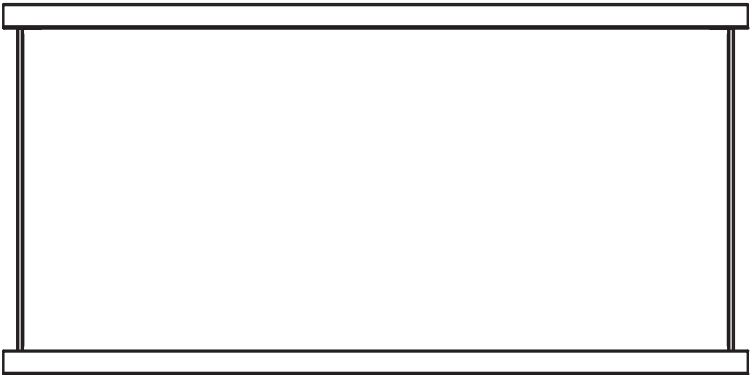
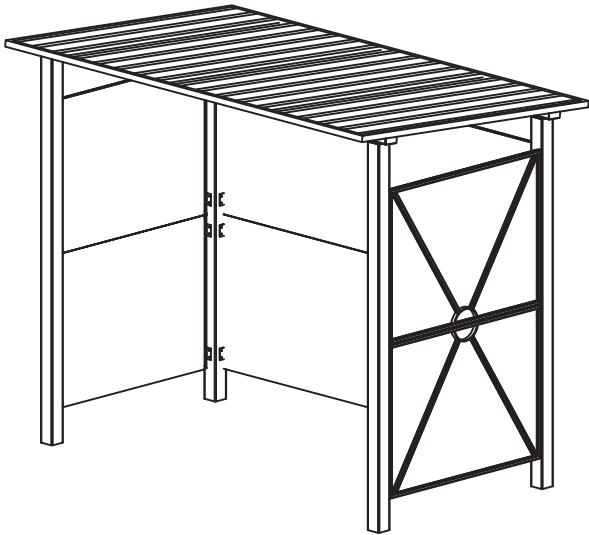
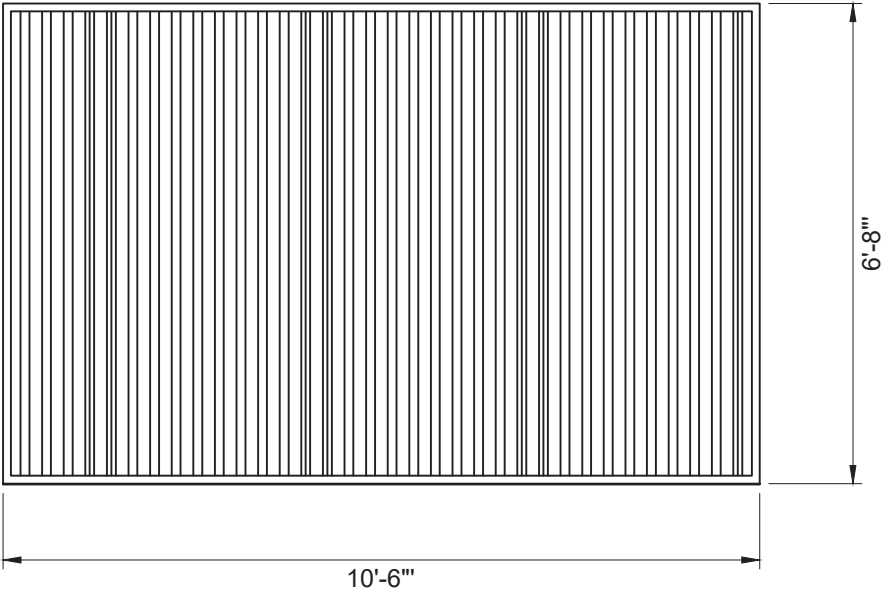
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13
OF 20

GENERAL ROOF NOTES:

1. METAL ROOFING:
- 24 GAUGE

• GALVALUME COATED

• KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF



ARCHITECTURAL ELEVATIONS

STRUCTURAL FRAMING

15 TOILET BUILDING DETAIL
NO SCALE

- NOTE:
1. TOILET BUILDING SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
2. PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.

REVISIONS		
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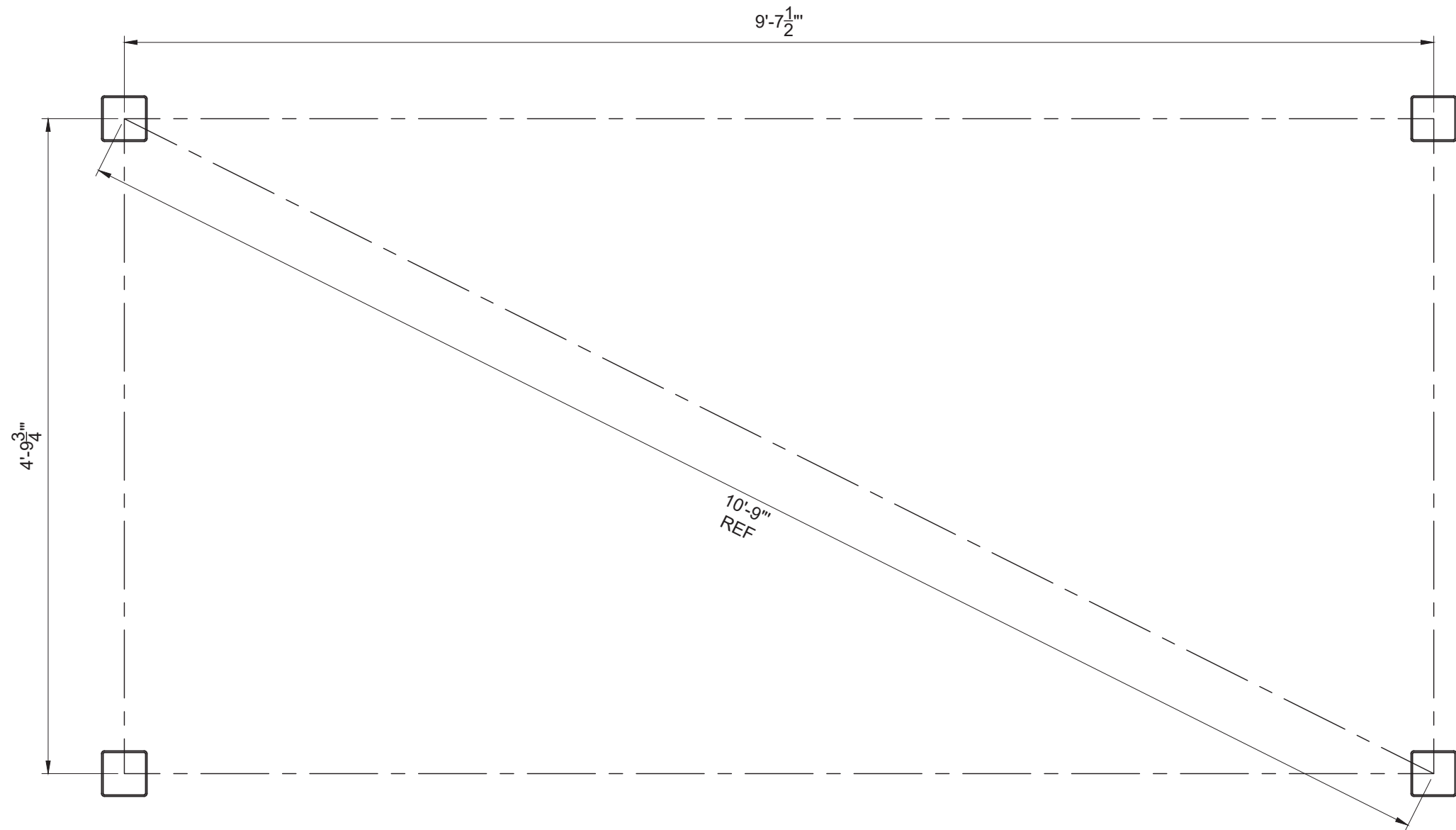
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HEARTLAND TRAIL

TRAILHEAD IMPROVEMENTS

DETAILS



COLUMN LAYOUT

15 TOILET BUILDING DETAIL (CONTINUED)
NO SCALE

- NOTE:
- 1. TOILET BUILDING SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
 - 2. PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.

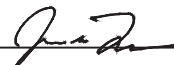
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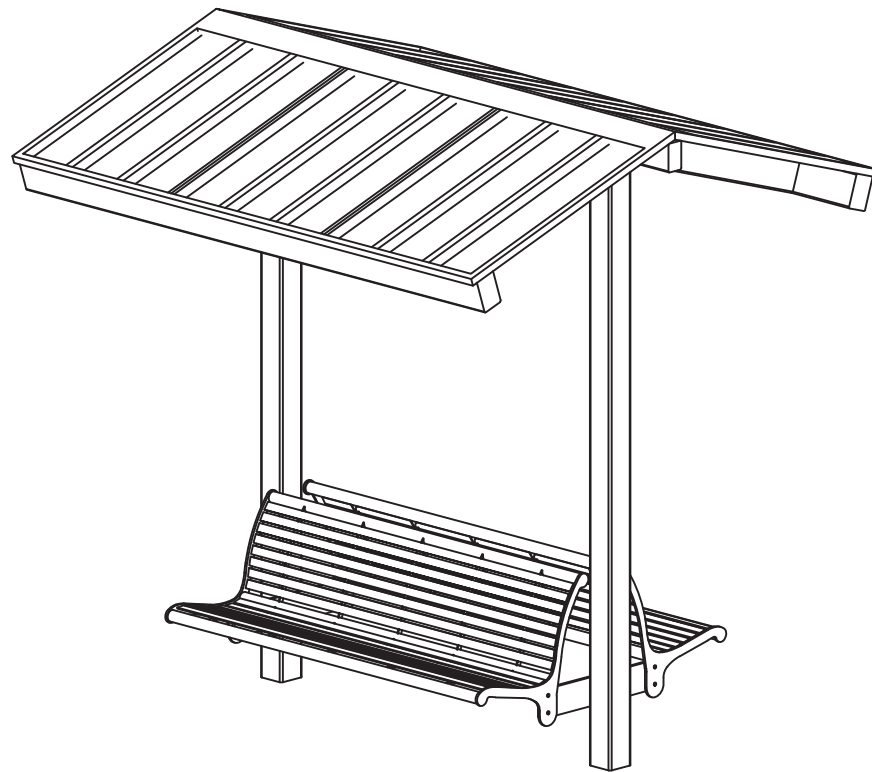
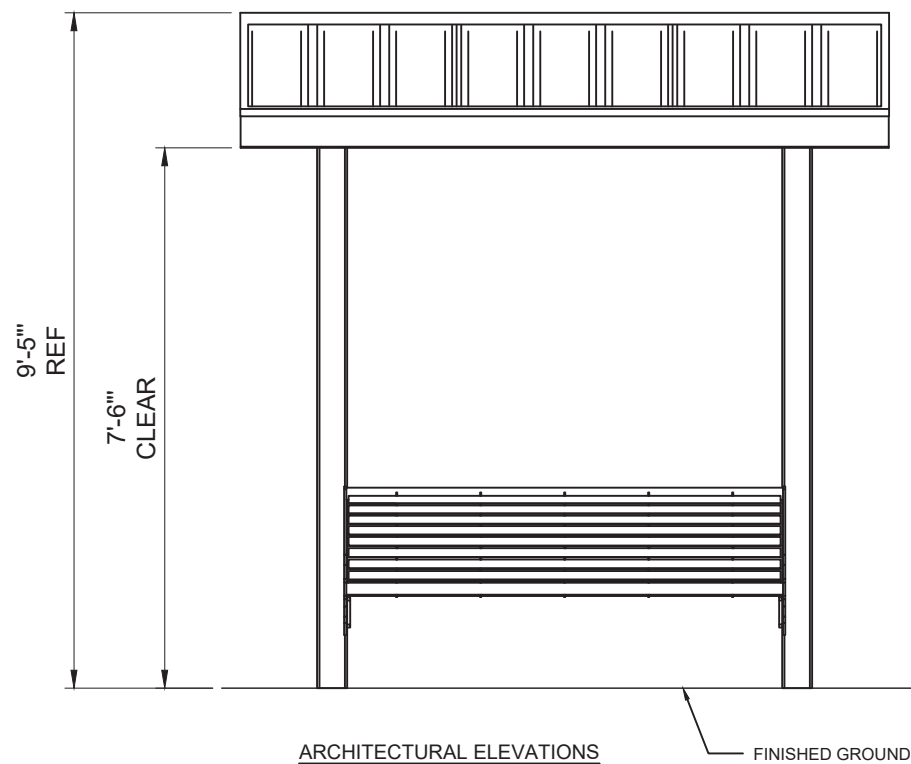
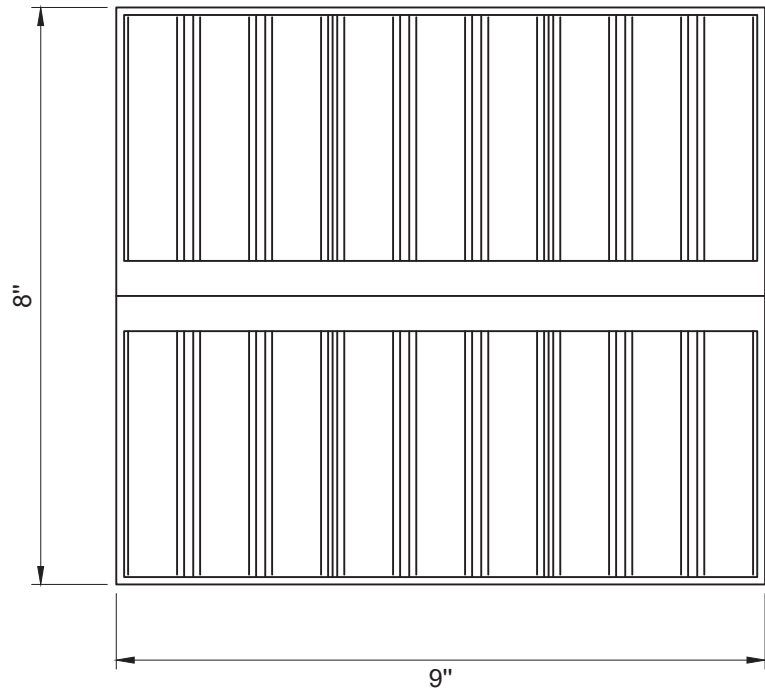


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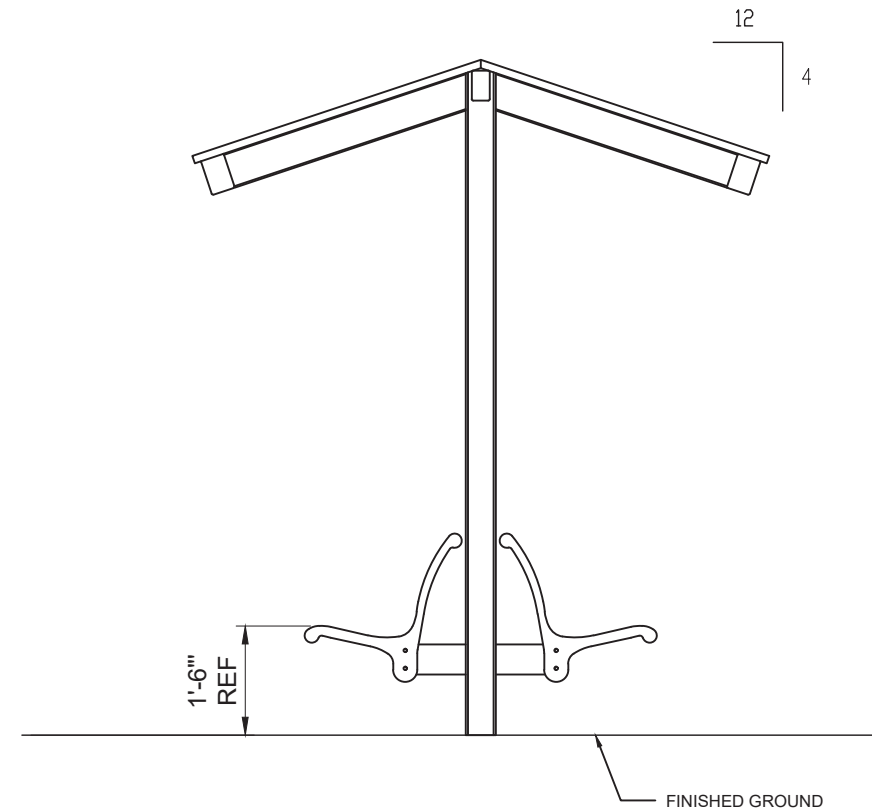
SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

DETAILS



GENERAL ROOF NOTES:

- METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
- TRIM COLOR MATCHES ROOF



16 BENCH DETAIL
NO SCALE

NOTE:

- BENCH SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
- PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.

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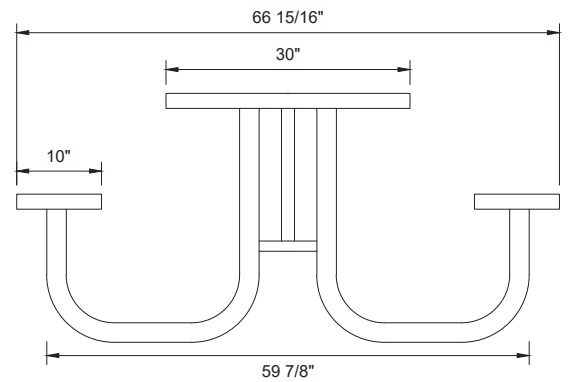
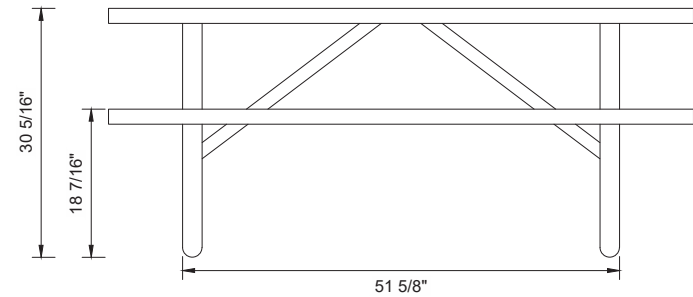
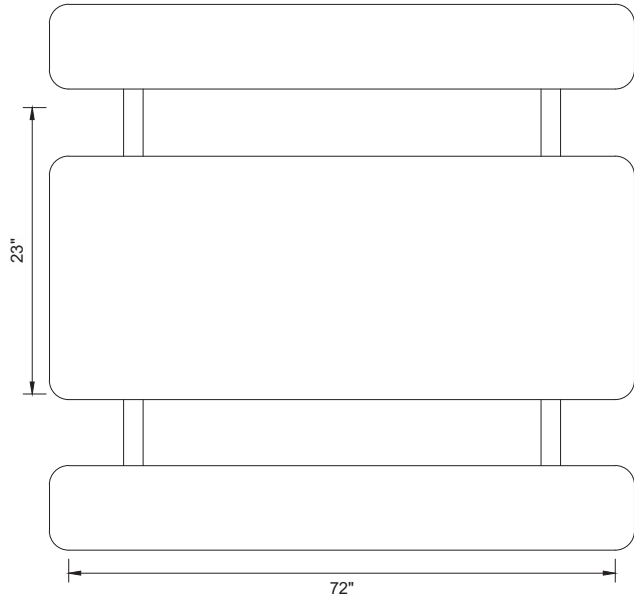
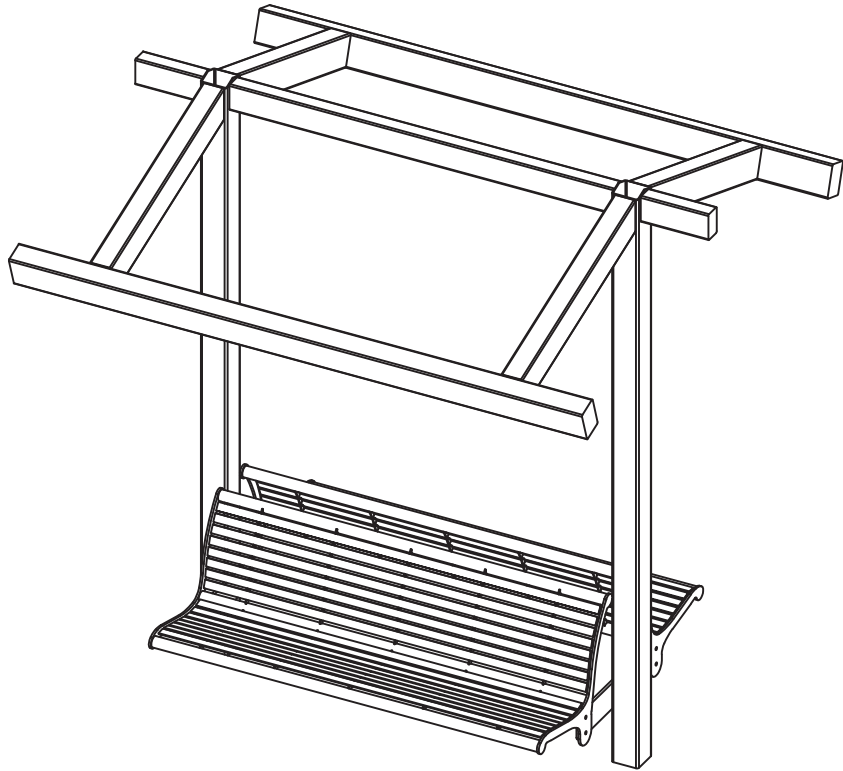
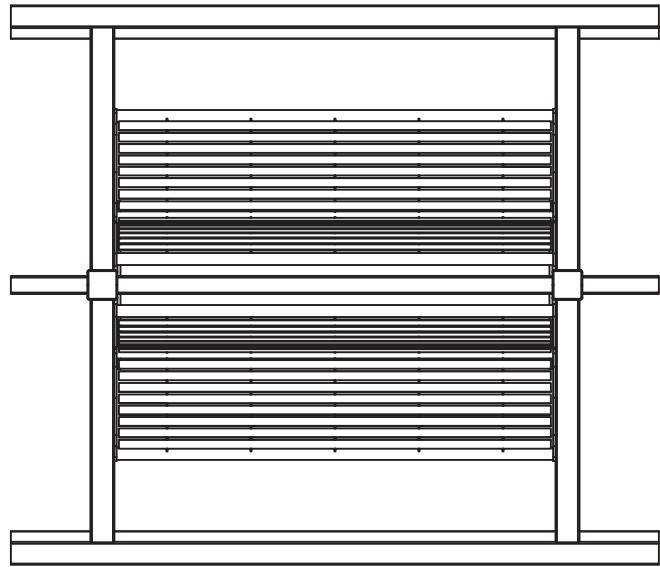
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HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

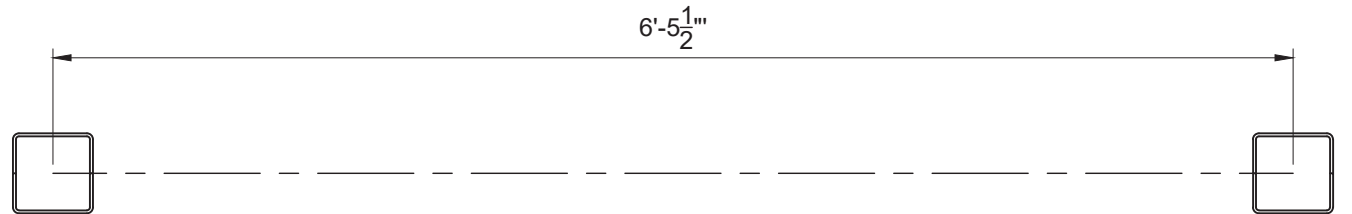
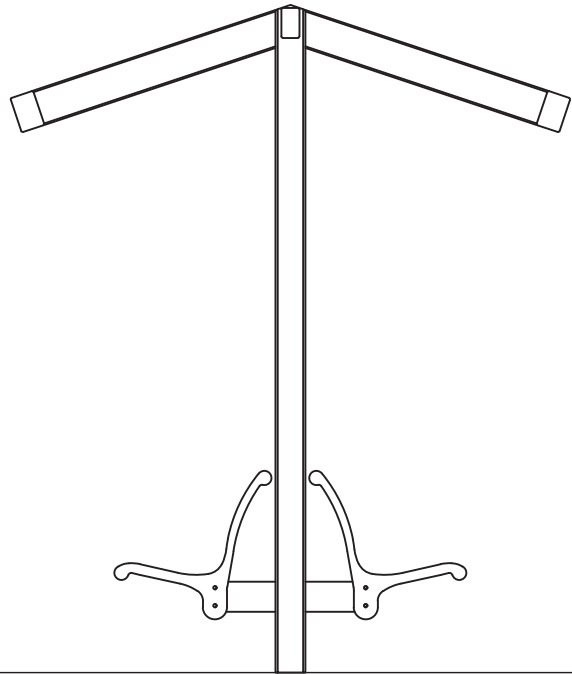
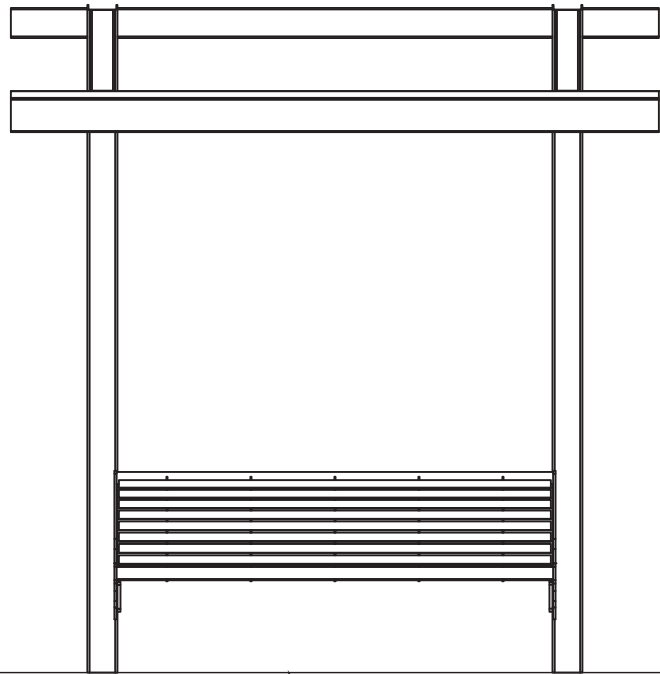
DETAILS

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17 PICNIC TABLE DETAIL
NO SCALE

NOTE:
1. PICNIC TABLE SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.



COLUMN LAYOUT

16 BENCH DETAIL (CONTINUED)
NO SCALE

NOTE:
1. BENCH SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
2. PROVIDE CONCRETE FOUNDATION PER MANUFACTURING RECOMMENDATIONS.

STRUCTURAL FRAMING

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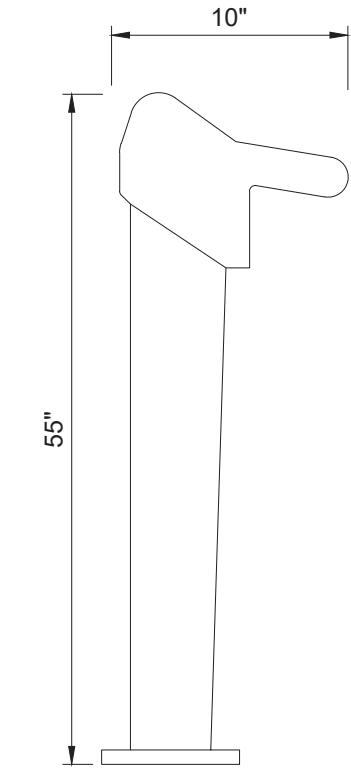
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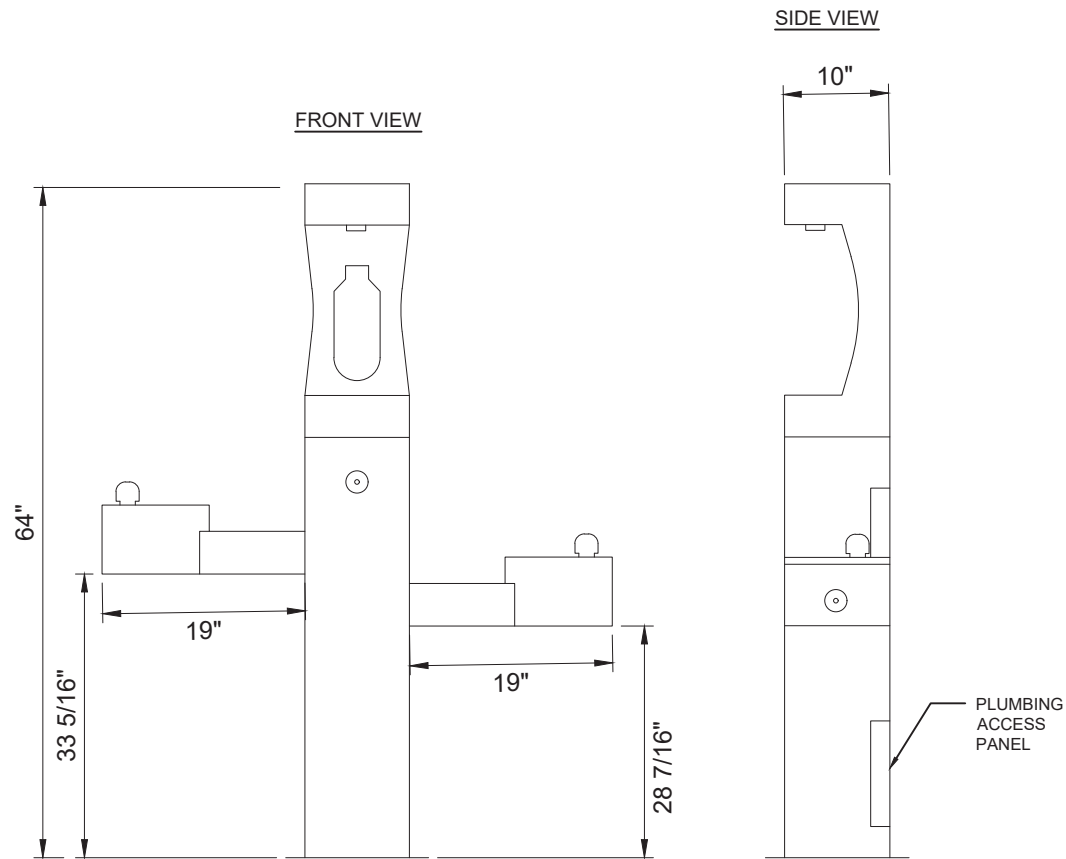
DETAILS

Sheet:
17
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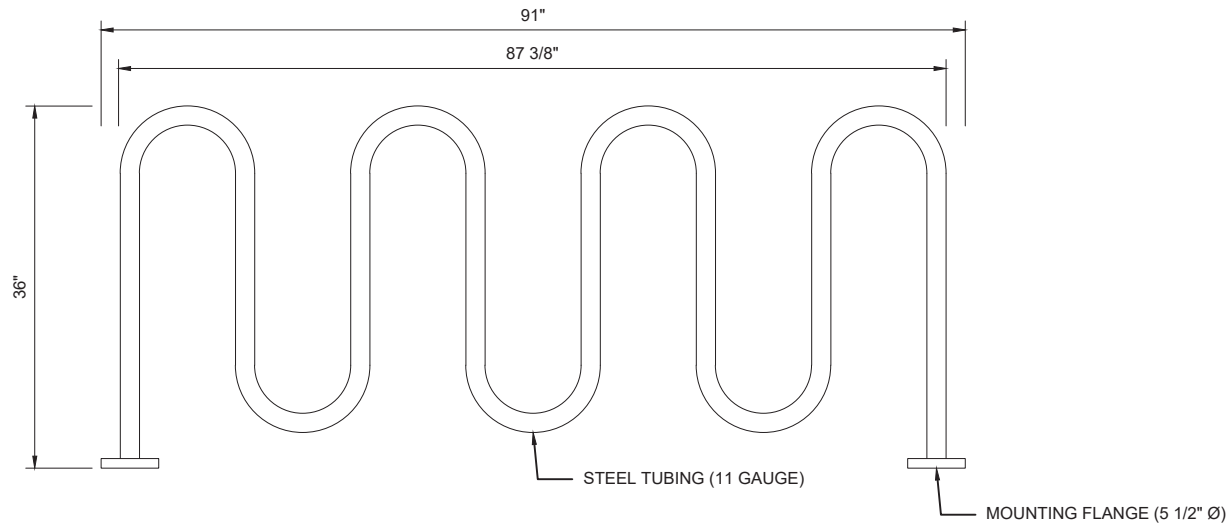
18 BIKE REPAIR STATION DETAIL
NO SCALE

- NOTE:
- BIKE REPAIR STATION SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE VIA FLANGE MOUNT.
 - A HIGH SECURITY BIKE PUMP SHALL BE AN INCLUDED ATTACHMENT TO THE BIKE REPAIR STATION.
 - A WHEEL CHOCK SHALL BE AN INCLUDED ATTACHMENT TO THE BIKE REPAIR STATION.



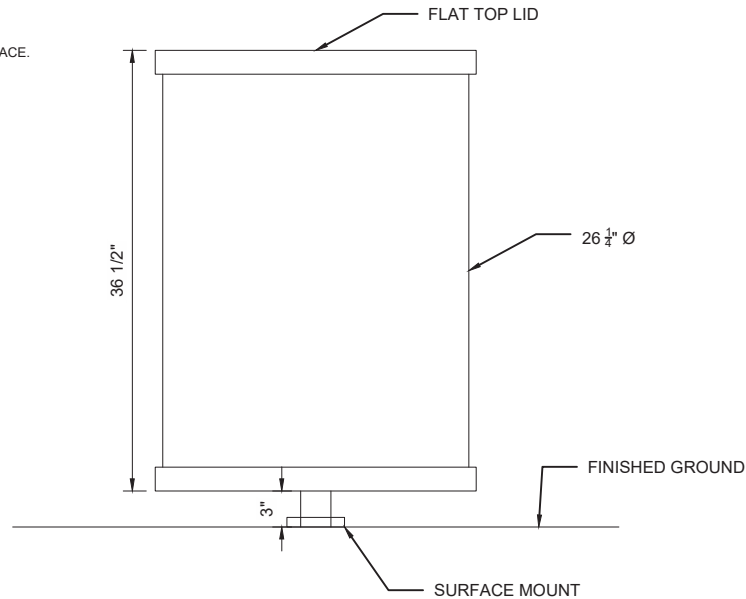
19 DRINKING FOUNTAIN DETAIL
NO SCALE

- NOTE:
- DRINKING FOUNTAIN SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE.
 - DRINKING FOUNTAIN SHALL BE ADA ACCESSIBLE



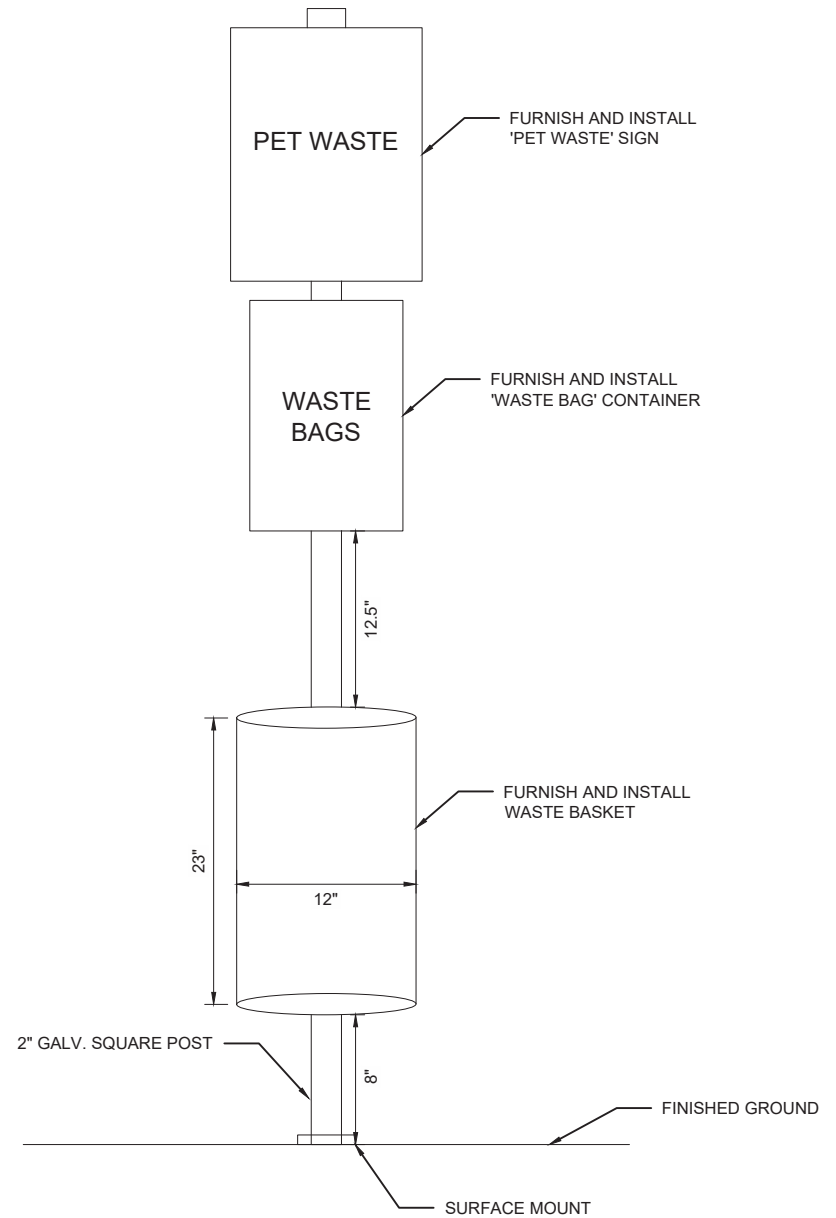
20 BIKE RACK DETAIL
NO SCALE

- NOTE:
- BIKE RAKE STATION SHALL BE PERMANENTLY INSTALLED TO FINISHED GRADE SURFACE VIA FLANGE MOUNT.



21 WASTE RECEPACLE DETAIL
NO SCALE

- NOTE:
- INSTALL WASTE RECEPACLE ACCORDING MANUFACTURES REQUIREMENTS.
 - WASTE RECEPACLE SHALL BE 55 GALLON CAPACITY



22 PET WASTE STATION DETAIL
NO SCALE

- NOTE:
- INSTALL PET WASTE STATION ACCORDING MANUFACTURES REQUIREMENTS.

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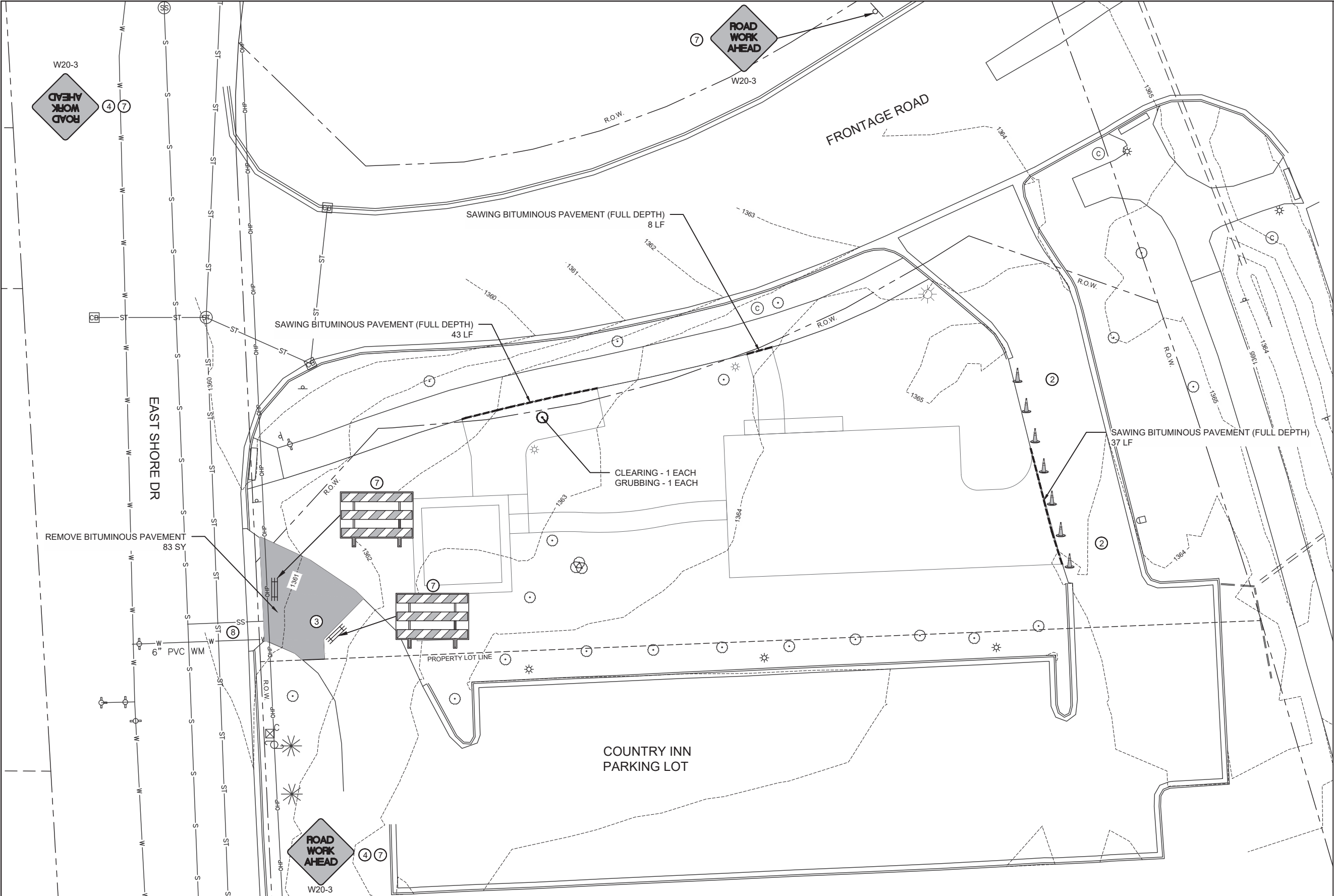


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Signed: [Signature]
Date: 9/4/24 License Number: 46267

SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

DETAILS



CONSTRUCTION NOTES

1. PROTECT ALL EXISTING TREES ON OR NEAR PROJECT LIMITS.
2. ACCESS TO COUNTRY INN SHALL NOT BE DISRUPTED AT ANY TIME FROM PRIMARY DRIVE.
3. COORDINATE TEMPORARY CLOSURE WITH COUNTRY INN A MINIMUM OF 72 HOURS IN ADVANCE OF CLOSURE. PROVIDE TRAFFIC CONTROL DEVICES AS NECESSARY. SEE SITE PLAN FOR TIME RESTRICTIONS.
4. INSTALL A W20-3 "ROAD WORK AHEAD" SIGN 250FT TO THE NORTH AND SOUTH OF THE COUNTRY INN APPROACH ALONG ON EAST SHORE DRIVE.
5. TRAFFIC CONTROL DEVICES SHALL NOT BE BID FOR SEPARATELY, AND SHALL BE INCLUDED IN THE LUMP SUM BID "TRAFFIC CONTROL".
6. THE CONTRACTOR SHALL PROVIDE 2 EXTRA TYPE III BARRICADES AND 6 CHANNELIZER DEVICES FOR USE AS NEEDED THROUGHOUT THE DURATION OF THE PROJECT.
7. RELOCATE AS NECESSARY THROUGHOUT DURATION OF PROJECT. DEVICES AND SIGNS SHALL BE INCLUDED IN LUMP SUM TRAFFIC CONTROL BID ITEM.
8. THE LOCATION OF THE EXISTING WATER AND SANITARY SEWER SERVICE IS UNKNOWN AND REQUIRES FIELD VERIFICATION. MODIFY THE WATER SERVICE CONNECTION LOCATION AS NECESSARY. COORDINATE THE CONNECTION WITH THE CITY OF DETROIT LAKES.

LEGEND

- REMOVE BITUMINOUS PAVEMENT
- SAWING BIT. PVMT (FULL DEPTH)
- CLEARING & GRUBBING
- CHANNELIZER DEVICE 7
- TYPE III BARRICADE 7
- SIGN



REVISIONS

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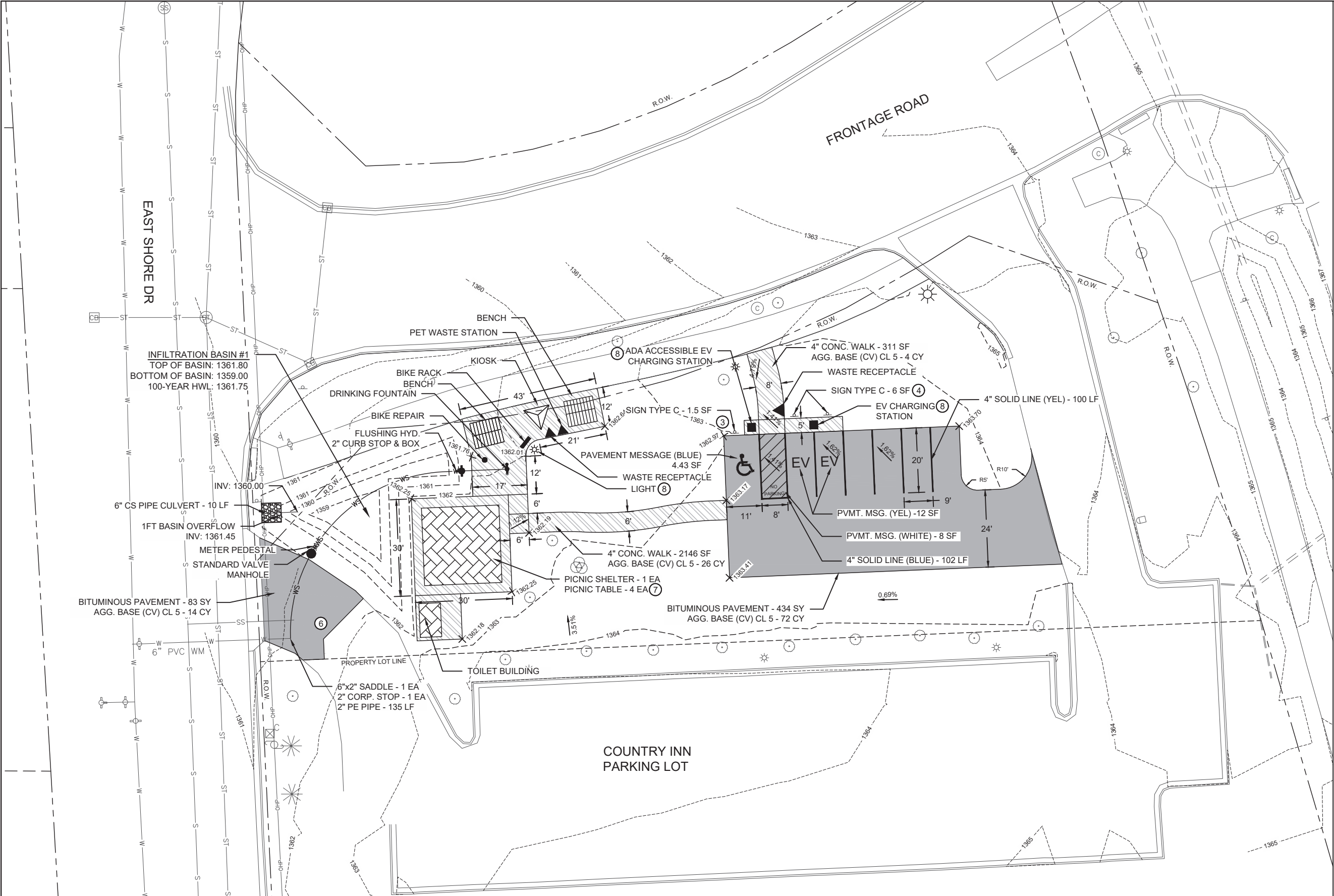
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Signed:
Date: 9/4/24 License Number: 46267

SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS
EXISTING CONDITIONS &
REMOVALS

Sheet:
19
OF 20



CONSTRUCTION NOTES

1. PROTECT ALL EXISTING TREES ON OR NEAR PROJECT LIMITS.
2. 4" CONCRETE WALK TO EXTEND UNDER SHELTERS, BENCHES, AND KIOSK.
3. INSTALL R7-8M (12"x18") SIGN
4. INSTALL D9-11bP (18"x24") SIGN
5. THE CONTRACTOR SHALL PROVIDE THE APPROPRIATE ADAPTORS, BENDS, TEES, AND TRANSITION FITTINGS TO MAKE THE WATER SERVICE CONNECTION.
6. RESTORE TO AGGREGATE BASE WITHIN 48 HOURS OF REMOVALS.
7. PICNIC TABLES SHALL BE INSTALLED UNDER THE PICNIC SHELTER AND ANCHORED TO FINISHED SURFACE.
8. TO BE FURNISHED AND INSTALLED BY CITY. COORDINATE WITH CITY FOR CONDUIT, CONDUCTOR, AND FOUNDATION INSTALLATION.

LEGEND

BITUMINOUS PAVEMENT

4" CONCRETE WALK

SHELTER/ TOILET BUILDING

WATER SERVICE APPURTENANCES

BENCH

KIOSK

BIKE RACK

BIKE REPAIR STATION

SIGN

DRINKING FOUNDATION

WASTE RECEPTACLE
PET WASTE STATION

LIGHT (BY OTHERS)

EV CHARGING STATIONS (BY OTHERS)

13xx.xx

CONTOUR ELEVATION

FINISHED GRADE
SPOT ELEVATION

REVISIONS		
Issue #	Description	Date

Bismarck - Detroit Lakes
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Apex Project #: 23.178.0094
Date: SEPTEMBER 4, 2024
Drawn By: TAM, AJK
Checked By: JSO
Approved By: JAP

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.
Print Name: Jon A. Pratt
Signed:
Date: 9/4/24 License Number: 46267

SP 117-080-006
HEARTLAND TRAIL
TRAILHEAD IMPROVEMENTS

SITE PLAN

Sheet:
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OF 20