KANABEC COUNTY
PUBLIC WORKS DEPARTMENT
903 FOREST AVENUE EAST
MORA, MN 55051

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

FOR HIGHWAY CONSTRUCTION
PROJECTS WITH
BIDS RECEIVED UNTIL 10:00 O'CLOCK A.M. ON June 4th, 2025

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: SP 033-606-023
MINNESOTA PROJECT NO: STBG 3325(273)

LOCATION: CSAH 6 from TH 47 to Grove St. in Mora, Kanabec County
LENGTH: 6.6 Miles

TYPES OF WORK: Full Depth Reclamation, Bituminous Paving, Aggregate Shouldering

STARTING DATE: August 4, 2025 **COMPLETION DATE:** 40 Working Days

NOTICE TO BIDDERS: Bids will **ONLY** be accepted via the online electronic bid service through QuestCDN.com. Complete digital project documents are available at www.questcdn.com. A contractor may view the contract documents at no cost prior to becoming a Planholder. Input the QuestCDN project number found in the advertisement for bids in the proposal.

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.

CHAD T. GRAMENTZ
License Number 47090

Date May 9, 2025

****

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

Kanabec County, Minnesota
SP 033-606-023

Full Depth Reclamation, Bituminous Paving, Aggregate Shouldering
Bids Close: June 4,2025

Electronic bids will be received until 10:00 am June 4, 2025 at http://www.questcdn.com

Complete digital project documents are available at http://www.kanabeccounty.org/projects, the County Engineer's Office, 903 Forest Avenue East, Mora, Minnesota, 55051 for viewing only, and at www.questcdn.com. A contractor may view the contract documents at no cost prior to becoming a Planholder. Input the QuestCDN project number (#**9678943**) on the website's projects search page to download the digital documents for $22.

Project bid documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will be charged a fee of $42 to submit a bid electronically.

Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions.

Bids for this project will ONLY be received and accepted via the online electronic bid service through QuestCDN.com.

SP 033-606-023 – County Highway Pavement Reconditioning: Mobilization, 117,000 SY Full Depth Reclamation, 6,000 CY Shoulder Base Aggregate (LV), Class 1, 19,694 Ton Type SP 9.5 Wearing Course Mixture (2,C), 14,690 Ton Type SP 12.5 Nonwearing Course Mixture (2,C), and among other things.

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.

Bids will be received electronically until 10:00 am, June 4, 2025. At which time the electronic bids will be opened for the following project: SP 033-606-023

All bids must be accompanied by a bid bond payable to Kanabec County Treasurer in the amount of 5% of bid. The right is reserved to reject any bids or waive informalities.

The bid letting will be held virtually via Microsoft Teams meeting. Details of the Teams meeting will be available on the Kanabec County website, and bidders will be advised by email of the meeting details.

Dated at Mora, Minnesota this 30th day of April 2025.

Chad T. Gramentz ~~P.E.~~
Public Works Director, Kanabec County

Please Advertise: Kanabec County Times: May 8th, 15th, and 22nd 2025

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To Kanabec County Board of Commissioners:

According to the advertisement of Kanabec County 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 Kanabec County:

(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 Kanabec County.

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

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

(I)(We) assign to Kanabec County 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 FEDERALY-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: Suspended/Debarred Vendors / Minnesota Office of State Procurement. 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, load, 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 of technical services rendered directly in the preparation submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

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

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

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

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

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

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

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

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

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

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

(e) Penalties.

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

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

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

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

(End of Clause)

BILLING CODE 3110-01-M

NOTICE

Suspension and Debarment

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

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

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

The certification in this clause is a material representation of fact relied upon by Kanabec County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Kanabec County, 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. DEFINITIONS[2]

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.

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[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 funds[9] 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 rules[14], along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

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[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]

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[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:

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[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 List[47] to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MN/DOT Labor Compliance Unit.

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN

A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements[48] 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 contract[50] 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.

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[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 CONTRACT[61]

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]

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[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 age[80] 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 <u>reject a bid</u> 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 prosecution[88] and may be grounds for debarment proceedings.[89]

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[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: MN20250233 05/02/2025

Superseded General Decision Number: MN20240233

State: Minnesota

Construction Types: Heavy and Highway

Counties: Aitkin, Cass, Crow Wing, Kanabec, Mille Lacs, Morrison, Todd and Wadena 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:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 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 2025.
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:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that

	contract in 2025.

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	01/03/2025
1	05/02/2025

* SAMN2024-003 11/18/2024

	Rates	Fringes
ARTICULATED HAULER	$ 41.81	26.87
ASBESTOS ABATEMENT WORKER	$ 30.08	16.46
BLASTER	$ 15.50 **	5.40
BOOM TRUCK	$ 42.12	25.00
BRICKLAYER	$ 36.05	19.68
CARPENTER	$ 47.45	31.75
CARPET LAYER (LINOLEUM)	$ 14.50 **	2.00
CEMENT MASON	$ 51.23	26.22
ELECTRICIAN	$ 46.23	31.99
FLAG PERSON	$ 34.50	24.26
GROUND PERSON	$ 33.77	20.38
HEATING AND FROST INSULATORS	$ 12.00 **	0.00
IRONWORKER	$ 41.19	35.68
LABORER: Common or General (GENERAL LABOR WORK)	$ 34.50	24.26
LABORER: Landscape (GARDENER, SOD LAYER AND		

NURSERY OPERATOR).....$ 30.04 21.16

LABORER: Skilled (ASSISTING
SKILLED CRAFT JOURNEYMAN).....$ 34.50 24.26

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).....$ 27.74 19.70

MILLWRIGHT.....$ 37.08 21.03

OFF-ROAD TRUCK.....$ 37.43 22.55

PAINTER (INCLUDING HAND
BRUSHED, HAND SPRAYED, AND
THE TAPING OF PAVEMENT
MARKINGS).....$ 29.16 19.08

PAVEMENT MARKING OR MARKING
REMOVAL EQUIPMENT ((ONE OR
TWO PERSON OPERATORS);
SELF-PROPELLED TRUCK OR
TRAILER MOUNTED UNITS).....$ 27.50 20.74

Piledriver (INCLUDING
VIBRATORY DRIVER OR EXTRACTOR
FOR PILING AND SHEETING
OPERATIONS).....$ 49.46 30.23

PIPEFITTER/STEAMFITTER.....$ 24.18 7.33

PIPELAYER (WATER, SEWER AND
GAS).....$ 38.00 24.26

PLUMBER.....$ 43.63 22.04

POWER EQUIPMENT OPERATOR:
(Highway/Heavy Group 2).....$ 42.64 26.87
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).....$ 42.14 26.87
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).....$ 41.81 26.87
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIRED 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).....$ 38.99 26.87
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).....$ 38.05 26.87
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.....$ 57.96 34.57

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).....$ 35.62 25.68

TILE SETTER.....$ 30.66 10.53

TRAFFIC CONTROL PERSON
(TEMPORARY SIGNAGE).....$ 39.01 26.01

TRUCK DRIVER (Group 1).....$ 33.55 24.70
MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

TRUCK DRIVER (Group 2).....$ 25.89 13.71
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

TRUCK DRIVER (Group 3).....$ 32.79 24.70
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS

TRUCK DRIVER (Group 4).....$ 32.79 24.70
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.

Tunnel Miner.....$ 14.20 ** 5.40

UNDERGROUND AND OPEN DITCH
LABORER (EIGHT FEET BELOW
STARTING GRADE LEVEL).....$ 36.00 24.26

WIRING SYSTEM TECHNICIAN.....$ 40.00 4.48

WIRING SYSTEMS INSTALLER.....$ 31.25 16.34

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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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: 03

Counties within region:

- AITKIN-01
- CASS-11
- CROW WING-18
- KANABEC-33
- MILLE LACS-48
- MORRISON-49
- TODD-77
- WADENA-80

Effective: 2024-11-18 Revised: 2024-12-09

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)	2024-11-18	32.23	22.88	55.11
		2025-05-01	34.50	24.26	58.76
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	32.23	22.88	55.11
		2025-05-01	34.50	24.26	58.76

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-11-18	32.23	22.88	55.11
		2025-05-01	34.50	24.26	58.76
105	WATCH PERSON	2024-11-18	19.39	14.85	34.24
106	BLASTER	2024-11-18	15.50	5.40	20.90
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	35.73	22.88	58.61
		2025-05-01	38.00	24.26	62.26
108	TUNNEL MINER	2024-11-18	14.20	5.40	19.60
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-11-18	33.73	22.88	56.61
		2025-05-01	36.00	24.26	60.26
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.	2024-11-18	35.62	25.68	61.30
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	36.64	24.68	61.32
		2025-05-01	39.01	26.01	65.02
112		2024-11-18	32.50	12.27	44.77

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	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.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2024-11-18	41.81	26.87	68.68
		2025-05-05	43.24	29.34	72.58
202	BOOM TRUCK	2024-11-18	42.12	25.00	67.12
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	2024-11-18	27.74	19.70	47.44
204	OFF-ROAD TRUCK	2024-11-18	37.43	22.55	59.98
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-11-18	27.50	20.74	48.24
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2024-11-18	42.64	26.87	69.51
		2025-05-05	44.12	29.34	73.46
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)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2024-11-18	42.14	26.87	69.01
		2025-05-05	43.59	29.34	72.93
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		2024-11-18	41.81	26.87	68.68
		2025-05-05	43.24	29.34	72.58
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)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344	FRONT END, SKID STEER OVER 1 TO 5 C YD				
345	GPS REMOTE OPERATING OF EQUIPMENT				
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5		2024-11-18	38.99	26.87	65.86

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-05	40.28	29.34	69.62
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2024-11-18	38.05	26.87	64.92
		2025-05-05	39.30	29.34	68.64
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		2024-11-18	31.59	23.70	55.29
		2025-04-28	33.55	24.70	58.25
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2024-11-18	25.89	13.71	39.60
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2024-11-18	30.87	23.70	54.57
		2025-04-28	32.79	24.70	57.49
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2024-11-18	30.87	23.70	54.57
		2025-04-28	32.79	24.70	57.49
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	2024-11-18	12.00	0.00	12.00
702	BOILERMAKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
703	BRICKLAYERS	2024-11-18	36.05	19.68	55.73
704	CARPENTERS	2024-11-18	42.25	31.75	74.00
		2025-01-01	42.25	31.75	74.00
		2025-05-01	47.45	31.75	79.20
705	CARPET LAYERS (LINOLEUM)	2024-11-18	14.50	2.00	16.50
706	CEMENT MASONS	2024-11-18	47.57	25.72	73.29
		2025-05-01	51.23	26.22	77.45

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
707	ELECTRICIANS	2024-11-18	46.23	31.99	78.22
		2025-06-01	48.01	32.79	80.80
711	GROUND PERSON	2024-11-18	37.77	20.38	58.15
712	IRONWORKERS	2024-11-18	41.19	35.68	76.87
713	LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
714	MILLWRIGHT	2024-11-18	37.08	21.03	58.11
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	29.16	19.08	48.24
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-11-18	24.18	7.33	31.51
719	PLUMBERS	2024-11-18	43.63	22.04	65.67
721	SHEET METAL WORKERS	2024-11-18	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	2024-11-18	30.66	10.53	41.19
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2024-11-18	40.00	4.48	44.48
728	WIRING SYSTEMS INSTALLER	2024-11-18	31.25	16.34	47.59

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729	ASBESTOS ABATEMENT WORKER	2024-11-18	30.08	16.46	46.54
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

DEPARTMENT OF LABOR AND INDUSTRY

Jan. 6, 2025

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 Jan. 6, 2025. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Dec. 16, 2024, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 27, 2024.

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	$61.54	$37.35	$98.89
	Increase April 28, 2025	$64.83	$37.35	$102.18
Region 2	Certification date	$54.57	$37.35	$91.92
	Increase April 28, 2025	$57.49	$37.35	$94.84
Region 3	Certification date	$54.57	$37.35	$91.92
	Increase April 28, 2025	$57.49	$37.35	$94.84

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 4	Certification date	$56.93	$37.35	$94.28
Region 5	Certification date	$39.50	$37.35	$76.85
Region 6	Certification date	$45.00	$37.35	$82.35
Region 7	Certification date	$46.65	$37.35	$84.00
Region 8	Certification date	$42.50	$37.35	$79.85
Region 9	Certification date	$56.36	$37.35	$93.71
Region 10	Certification date	$42.50	$37.35	$79.85

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	$61.65	$51.50	$113.15
	Increase April 28, 2025	$64.95	$51.50	$116.45
Region 2	Certification date	$54.72	$51.50	$106.22
	Increase April 28, 2025	$57.65	$51.50	$109.15
Region 3	Certification date	$ 39.60	$51.50	$91.10
Region 4	Certification date	$53.73	$51.50	$105.23
Region 5	Certification date	$26.00	$51.50	$77.50
Region 6	Certification date	$54.25	$51.50	$105.75

Region 7	Certification date	$46.15	$51.50	$97.65
Region 8	Certification date	$44.50	$51.50	$96.00
Region 9	Certification date	$56.45	$51.50	$107.95
Region 10	Certification date	$53.70	$51.50	$105.20

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	$62.25	$54.96	$117.21	$11.46	$128.67
	Increase April 28, 2025	$65.58	$54.96	$120.54	$11.46	$132.00
Region 2	Certification date	$55.29	$54.96	$110.25	$11.46	$121.71
	Increase April 28, 2025	$58.25	$54.96	$113.21	$11.46	$124.67
Region 3	Certification date	$55.29	$54.96	$110.25	$11.46	$121.71
	Increase April 28, 2025	$58.25	$54.96	$113.21	$11.46	$124.67
Region 4	Certification date	$50.27	$54.96	$105.23	$11.46	$116.69
Region 5	Certification date	$28.84	$54.96	$83.80	$11.46	$95.26
Region 6	Certification date	$47.40	$54.96	$102.36	$11.46	$113.82
Region 7	Certification date	$46.15	$54.96	$101.11	$11.46	$112.57
Region 8	Certification date	$47.50	$54.96	$102.46	$11.46	$113.92

Region 9	Certification date	$62.70	$54.96	$117.66	$11.46	$129.12
	Increase April 28, 2025	$66.05	$54.96	$121.01	$11.46	$132.47
Region 10	Certification date	$47.50	$54.96	$102.46	$11.46	$113.92

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at https://dli.mn.gov/business/employment-practices/prevailing-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 PREDERTERMINED MINIMUM WAGE, Subp. 2. Classifications.

S-1 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-1.1 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, Lori Trail, from the Mille Lacs Band of Ojibwe, at 320-532-4778 or lori.trail@milelacsband.com to identify Indian employment opportunities.

S-1.2 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-1.3 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-1.4 Indian employment requirements supplement, but do not replace, other equal opportunity requirements

S-2 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-3 PROTECTION OF FISH AND WILDLIFE RESOURCES

REVISED 03/28/25

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. See also (1712) PROTECTION AND RESTORATION OF PROPERTY.

C POLLINATOR PROTECTION

Contractor must not apply insecticides or fungicides.

Contractor must minimize the use of herbicides. If herbicides are to be used, Contractor must apply herbicides via spot treatments. Contractor must not apply herbicides through broadcast applications, including but not limited to, aerial applications or vehicle mounted sprayers.

Contractor must contact the Department's wildlife ecologist (protectedspecies.dot@state.mn.us) if exceptions are requested.

D 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 15 to October 31, inclusive).

Contractor must immediately report (within 24 hours) all bat sightings, live or dead, to the Department's wildlife ecologist at protectedspecies.dot@state.mn.us.

D.1 Tree Clearing Requirements

Restrict all activities to avoid tree clearing. Tree removals must not occur on this project without additional coordination. Contact protectedspecies.dot@state.mn.us.

D.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 inplace lighting.

E 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 at protectedspecies.dot@state.mn.us. 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.

F MIGRATORY BIRD PROTECTION

F.1 Soil Stockpiles

The Contractor must protect soil stockpiles when any surface remains unused for 72 hours or more. To prevent birds from nesting, the Contractor must either cover the surface with fabric or tarps or grade the surface to a slope no steeper than 65 degrees.

S-4 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted and replaced with the following:

Bidders shall access the proposal through the on-line service Questcdn.com. Input the QuestCDN project number (#9678943) on the website's projects search page to download the digital documents.

S-5 (1206) PREPARATION AND DELIVERY OF PROPOSAL

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

S-5.1 MnDOT 1206.1 PREPARATION AND DELIVERY, is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

The Bidder shall use the electronic submittal process. The Bidder shall submit the electronic Proposal in accordance with the www.QuestCDN.com website. Input the QuestCDN project number (#9678943) on the website's projects search page to download the digital documents.

Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, QuestCDN will link to QuestvBid the online bidding software. Submittal questions are also available at Customer Support at 952-233-1632 or info@questcdn.com.

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

Proposal Substitutions are not allowed. Only bids received and accepted via the online electronic bid service through www.questcdn.com and questvbid are permitted.

S-6 (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 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-7 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are modified with the following:

S-7.1 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-8 (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. Kanabec County Public Works Department 320-679-6300

2. Local County/City Sheriff's/Police Department 320-679-8400

3. Local Fire Department 320-679-1511

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-8.1 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

Percent of Original Contract Completed	Pay this Percentage of Traffic Control
All Work Completed And All Traffic Control Removed	100

S-9 (1507) UTILITY PROPERTY AND SERVICE

S-9.1 The first paragraph of MnDOT 1507.1 is hereby deleted and the following substituted therefore:

"It shall be the Contractor's responsibility to become familiar with all existing utility locations prior submitting bid. The Contractor shall notify the Engineer of any discrepancies from the Plans at least one week prior to the date of the bid opening. It shall be the Contractor's own responsibility to contact 'Gopher State One Call' to ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations."

S-9.2 The third paragraph of MnDOT 1507.1 is hereby deleted and the following substituted therefore:

"By submitting a Proposal for the Project as a Bidder, the Contractor has acknowledged the following:

A That it has become familiar with the existing utilities within the project limits,

B That it has coordinated with utility companies to determine how any utility adjustments may affect its construction plan,

C The precautions required to protect utility facilities in the Project site during construction activities."

S-9.3 The Contractor shall coordinate his operations with and cooperate with utility companies and their forces in a manner consistent with the provisions of MnDOT 1507. The Contractor shall be responsible for notifying all utility owners for the location and the exposing of utilities prior to and during construction, and for damage to the utilities.

S-10 S-13 (1515) CONTROL OF HAUL ROADS

The control of haul roads shall be in accordance with the provisions of Specification 1515 and the following:
The governing authority, County or Township, will be notified a minimum of 15 days in advance of beginning hauling operations.

S-11 (1601) SOURCE OF SUPPLY AND QUALITY

REVISED 06/13/24

SP2020-29

S-11.1 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 Unites 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-12 (1701) LAWS TO BE OBSERVED – (CARGO PREFERENCE ACT, USE OF UNITED STATES - FLAGGED VESSELS)

REVISED 07/23/21

The provisions of 1701 are supplemented and/or modified 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.

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).

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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).

1701.8 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-13 (1702) PERMITS, LICENSES AND TAXES

The provisions of 1702 are supplemented by the following:

The permits included in the proposal for this project shall be construed to be a part of the Special Provisions in the proposal. The conditions, requirements and restrictions of these permits shall be binding on the Contractor's operations under this contract.

S-14 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS

Responsibility for damage claims shall be in accordance with the provisions of 1714 except as modified below:

S-14.1 The first paragraph of 1714 is revised to read as follows:

The contractor shall indemnify, defend and hold harmless the County of Kanabec and its officers and employees from all suits, actions and claims of any character brought because of injuries or damages received or sustained by any person, persons or property on account of the operations of said Contractor, including any claims related to pollution; or on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order or degree.

S-15 (1705) FEDERAL-AID PROVISIONS (FORM 1273)

NEW WRITE-UP 08/08/22

S-15.1 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-16 (1717) AIR, LAND, AND WATER POLLUTION

NEW 06/28/24

S-16.1 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-17 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

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

S-17.1 Working Days will begin August 4, 2025. Construction operations shall not commence prior to Contract Approval and Notice to Proceed.

S-17.2 All work required under this Contract, except maintenance work and Final Clean-Up shall be completed within 40 Working Days.

S-17.3 Contractor must complete all Work to meet the requirements of 1516.2 (Project Acceptance) under this Contract before October 15th, 2025.

S-18 (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.

S-19 (1908) FINAL PAYMENT

The following conditions are added to Specification 1908 and must be met before final payment for the contract is made:

S-19.1 The County receives, from the Minnesota Department of Revenue, Form IC-134, Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and any political or Governmental sub-division thereof. The Contractor shall submit this form to the Department of Revenue.

S-19.2 A letter signed by the owner or owners of the gravel or borrow pits for which the contractor selects as a source of material, stating that the contractor has paid in full for all materials removed which were used on this project and the pit has been left in satisfactory condition, shall be delivered to the Engineer's office in Mora, MN 55051. Conditional use permits may be required for gravel pits and bituminous production.

S-19.3 A letter signed by each individual or governmental road authority official stating that its haul roads were left in satisfactory condition, if applicable.

S-19.4 A letter signed by each Aggregate pit owner, for both temporary and permanent pits, for all processed aggregates and any material removed meeting the requirements of Granular Borrow, stating that the Aggregate tax has been paid to the County of Kanabec.

S-19.5 A letter signed by vendors stating that labor and/or materials have been paid in full, if said vendors have notified the County that payment is due.

S-20 (2211) AGGREGATE BASE

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

S-20.1 Compaction shall be achieved by the "Quality Compaction Method" described in MnDOT 2211.3D2.

S-21 (2360) PLANT MIXED ASPHALT PAVEMENT

SP2020-132

S-21.1 Add the following to MnDOT 2360.3.

Evaluate pavement Smoothness requirements using equation HMA-B as specified in MnDOT 2399.3D.

S-22 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL GOVERNMENT UNIT)

REVISED 06/30/
SP2020-133

S-22.1 Add the following to MnDOT 2360.1B:

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

Type 9.5 Wearing Course Mixture (2,C) SPWEA240C

Type 12.5 Nonwearing Course Mixture (2,C) SPNWB230C

S-22.2 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-22.3 Delete and replace Table 2360.3-2of MnDOT 2360.3D.1 with BLANK.

S-22.4 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-22.5 Delete and replace MnDOT 2360.3D.1.n with BLANK.

S-22.6 Delete and replace MnDOT 2360.3D.1.p with BLANK.

S-22.7 All Hot Mixed Asphalt shall be paid in accordance with **Table 2360.5-5 – 1 Percent Reduced Table.**

S-22.8 Delete and replace Table 2360.5-6 of MnDOT 2360.5B.13 with BLANK.

S-22.9 Delete and replace Table 2360.5-7 of MnDOT 2360.5B.13 with BLANK.

S-22.10 Add the following to MnDOT 2360.3:

Evaluate pavement Smoothness requirements using equation **HMA-A** as specified in MnDOT 2399.3D.

S-23 EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

NEW WRITE-UP 02/25

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 trunk highway 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 general obligation bond funding, and has a total dollar value exceeding $250,000, 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 trunk highway or general obligation bond funding, and also includes federal funding, while meeting 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: 15%

Women: 12%

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 workforce data submission:

1. The Contractor and its Subcontractors must complete and submit workforce data weekly via the OCR Salesforce Portal (Salesforce). Failure to do so may result in the imposition of sanctions, including withholding of progress payments. Salesforce can be found here: https://mnit.force.com/license/CommunitiesLoginPage?AgencyVar=DOT_WITI.

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).

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.

September 2004

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 Instructions

STATE AID FOR LOCAL TRANSPORTATION
MATERIAL ACCEPTANCE SUMMARY

Rev. February 2019

SP/SAP(s)

Bid Item/ Spec No.	Item Description	Approved/ Qualified Product List (date checked)	Certificate of Compliance (date rec'd)	Accepted by Engineer* (date)
2105.604	Geotextile Fabric	5/26/18	5/26/18	6/6/18
2105.604	Soil Stabilized Geogrid	5/30/18	5/30/18	6/6/18
2357.506	Bituminous Material for Tack Coat	6/6/18	6/6/18	6/6/18
2573.503	Silt Fence, Type MS	5/14/18	5/14/18	6/6/18
2582.503	Epoxy Pavement Marking	7/30/18	7/30/18	7/31/18
3592	Drop-on Glass Beads	7/30/18	7/30/18	7/31/18
2574.508	Fertilizer Type 3	---	8/6/18	8/6/18
2575.508	Seed Mixture 22-111	8/6/18	8/6/18	8/6/18

Example Project

Date checked the Approved/Qualified product list. Print and file copy of approved list on acceptance date.

Date the certification was received. See specification 1603.3

Date accepted by the engineer.

* 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: _____

Material Acceptance Summary

STATE AID FOR LOCAL TRANSPORTATION
MATERIAL ACCEPTANCE SUMMARY

Rev. February 2019

SP/SAP(s)

Bid Item/ Spec No.	Item Description	Approved/ Qualified Product List (date checked)	Certificate of Compliance (date rec'd)	Accepted by Engineer* (date)

* 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 1st 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		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	1 test per 1000 tons **(4) (5) (6) (7)**	
	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 PASSRC & PASB	2363 3139.3	1 per 1,000 Ton with a minimum 1 per day.	1 per day. 35 lbs.
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 PASSRC & PASB	2363 3139.3	1 per 1,000 Ton with a minimum 1 per day.	1 per day from gradation test. 35 lbs.
Moisture / Aggregate Micro-Surfacing	2354 3139.5	Machine Hopper: 1/500 Tons (min 3/day)	1/day 2lbs
Sand Equivalence Micro-Surfacing	2354	1/day	Test at Engineer discretion, 25 lbs.
Flakiness Index Bituminous Seal Coat & Bituminous Underseal	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 Mixture UTBWC	2353 3151.2G	1/500 Tons, min 1/day. %AC, Gradation, Max SpG, Adj.AFT	1/day, 20 lbs. 1 cylinder from truck box.
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 Micro-Surfacing	2354	Verify Application Rate 3/day	Verify Application Rate 1/day
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			
Sand Cone, Nuclear Density or LWD	Proctor	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.
	Specified Density *	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 yd3 (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 **For 2451:** 1 per structure, for multiple adjacent structures, may test once, use judgement **For Quality Compaction:** Test as directed by Engineer.	None
	Drainable Aggregate Base (OGAB & DSB)				
	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 • 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)

<u>Guidelines</u> 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	Concrete Plant Production Testing Rates *	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					2410 Sample ID Card
		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 general 2301** 2452.2 2461.2 2461.3 2506.2 2511.2 2514.2 2520.2 2521.2 2531.2 2533.2 2545.2 2554.2 2557.2 2564.2 2565.2	**Concrete Field-Testing Rates**	Sampling Locations for Air, Slump (when required), Temperature and Cylinder Testing First load each day per mix - Take sample after discharging approximately 1/4 yd3, stop further discharge until both slump and air content test are completed. The first load of concrete must have passing air content and slump prior to placement. 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.	
		Compressive Strength (5-694.511) Standard cylinder size is 4 x 8, use 6 x 12 with aggregate greater than 1 1/4". Review 2461.3G.5 Test Methods and Specimens.	General Concrete Grades F, G, M, P, and R: 1 set of 3 cylinders per 300 yd3 per mix per day.	**2409** Concrete Cylinder ID Card
			Bridge Concrete Grades B, S, and Y: 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, *do not rod*, 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.

	Material	Spec. No.	Agency QA Field Sampling Rate	Form No.
Concrete Plant Batching Materials	Portland Cement	3101	Shall be a Certified Supplier - For certified ready-mix and concrete paving sample rates: 1 sample when the plant is certified. Take additional samples 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 yd^3 or every 4 hours, whichever is greater. Take initial sample within the first 100 yd^3.	Concrete W/C Ratio Work sheet
Water Content, Microwave Oven Verification **(3)** (5-694.532)	2301	Take initial sample within the first 250 yd^3. At least one additional verification test should be taken if more than 1000 yd^3 is produced in a day.	Take initial sample within the first 100 yd^3. At least one additional verification test should be taken if more than 400 yd^3 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 yd^3 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	
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.	2162 Test Beam Data
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 yd3. 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 yd3 per day, take a second gradation after the total exceeds 400 yd3. 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 yd3. 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 sublot. (2) Verify the presence and alignment of tie bar steel by scanning 75 lin. Ft. in each sublot. 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 sublot as follows: (1) Verify the adequacy of the dowel bar anchoring by scanning four random doweled contraction joints per sublot. (2) Verify the presence and alignment of tie bar steel by scanning 25 lin. ft. out of every sublot.

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	**Prior to production**: The Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples at Contractor's discretion.	**Gradation:** 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. **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.	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification)	Review Concrete Manual Website	None	1 per 15 yd^3or 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	**Prior to production:** The Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	**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. **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.	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.** **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.	2409 Cylinder ID Card

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)		Visual Inspection - As directed by the Engineer.
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 2550 2565	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
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 3802	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.
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 luminaries 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.garriy@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

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

Phone: 218-846-3617 wayne.koons@state.mn.us	casey.clarke@state.mn.us
Metro District, Maplewood Lab Brent Sculley Phone 651-366-5409 brent.scolley@state.mn.us	**Waters Edge** Phone: 651-234-7356 West Zachary Lyrek-Hanks Phone: 651-775-1018 zachary.Lyrek-Hanks@state.mn.us Karl Sinclair Phone: 651-775-0998 karl.sinclair@state.mn.us East Kris Westerbur Phone: 651-755-1151 kristopher.westerbur@state.mn.us Kaleb Kollmann Phone: 651-478-0339 kaleb.kollmann@state.mn.us
District 6, Rochester Scott Swanson Phone: 507-286-7580 scott.a.swanson@state.mn.us Jeff Bale (Aggregates) Phone: 507-286-7586 jeff.bale@state.mn.us Joe Drees (Bituminous) Phone: 507-286-7582 joe.drees@state.mn.us Gary Vinge Phone: 507-286-7585 gary.vinge@sate.mn.us	Dennis Hayes Cell: 507-251-0138 dennis.hayes@state.mn.us
District 7, Mankato Lee McLaughlin Phone: 507-304-6189 lee.mclaughlin@state.mn.us	Mitch Jordahl Cell:507-380-9619 mitch.jordahl@state.mn.us
District 8, Willmar and Marshall Jon Vlaminck Phone: 320-214-6348 Cell: 320-894-7409 jon.vlaminck@state.mn.us **District 8B, Marshall** Matt Steinbronn Phone: 507-537-2068 matthew.steinbronn@state.mn.us	Paul Janke Cell: 320-212-5739 paul.janke@state.mn.us

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: _____

_____

DEPARTMENT OF TRANSPORTATION

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number: 033-606-023	**This contract uses the following project delivery method:** ☑ Design-bid-build (DBB) ☐ Design-build (DB) ☐ Construction Manager/General Contractor (CM/GC) **OR** ☐ This is a professional-technical (PT) services contract
This contract will be solicited and administered by: ☐ The Minnesota Department of Transportation (MnDOT) ☑ A local governmental unit	

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 Management System. 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. To qualify for credit toward the DBE goal, a DBE firm must be certified on or before the proposal due date.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C) 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 a RGN goal.** While DBE participation is encouraged on proposals with a RGN goal, responders are not required to submit GFE documentation specified in **Table A, other than (the information page (Parts A-C) and the Bidders' lists (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:

- to qualify for credit toward the DBE goal, a DBE firm must be certified on or before the proposal due date.
- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically one hundred percent of the manufacturer's contracted amount, sixty percent of the supplier's contracted amount, or forty percent of the distributor's contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE, or
- 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	
☐ **Design-bid-build administered by MnDOT** ☐ **Construction Manager/General Contractor administered by MnDOT** ☐ **Design-build administered by MnDOT**	☑ **Construction Contract administered by local governmental unit** ☐ **PT contract administered by MnDOT or local governmental unit**
IF THE DBE GOAL IS MET	**IF THE DBE GOAL IS MET**
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, 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 D and E of the GFE consolidated form.	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • 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**
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, 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 parts D and 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).	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • 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	
☑ **Design-bid-build**	☐ **Professional-technical**
Date and Time The submission due date is the 5th calendar day after the bid due date. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	**Date and Time** The submission due date is the 5th calendar day after the successful responder is notified by MnDOT. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.
☐ **Construction Manager/General Contractor**	☐ **Design-build**
Date and Time The submission is due on the date and time the price proposal is due. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	**Date and Time** Civil Rights submission documents in Table A are due with the proposal. **Format and Location** See the Design-Build "Instructions to Proposers" for format and location delivery specifics.
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.	

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 prior 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 prior 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 or any portion of its work, (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 or reduce its work, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4.** The responder must complete the online form requesting approval of the termination of a DBE subcontract or any portion of its work. The responder must attach any supporting documentation to demonstrate good cause. Once approved, the responder should 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.

DBE Commitments and Continuing Good Faith Efforts

It is the Prime's responsibility to meet its original commitments to DBE firms and make good faith efforts to meet the project goal, based on final contract amount. If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the full contract amount as modified by the change order. 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.

Table C – Required Payment Submissions	
☐ **Design-bid-build administered by MnDOT** ☐ **Construction Manager/General Contractor administered by MnDOT** ☐ **Design-build administered by MnDOT**	☑ **Construction Contract administered by local gov't unit** ☐ **PT contract administered by MnDOT**
Within 10 business days of the responder's receipt of MnDOT payment: • the responder must pay its subcontractors • the payment information to subcontractors should be entered via CRL no later than one calendar week after payment. When final payment has been made to subcontractors: • 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 ocrformsubmissions.dot@state.mn.us.	Within 10 business days of the responder's receipt of MnDOT or Local Government Unit payment: • the responder must pay its subcontractors • the responder must submit a Contractor Payment Form to MnDOT OCR on a monthly basis. All subcontractors, if they have lower tiered subcontractors, regardless of DBE status, are required to complete Contractor Payment Forms. The subcontractor should submit its Contractor Payment Form to the Prime Contractor, and the Prime Contractor must submit all Contractor Payment Forms to OCR. When final payment has been made to all subcontractors: • the responder must submit a Total Payment Affidavit and Final Contractor Payment Form to ocrformsubmissions.dot@state.mn.us.

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
- Exhibit E – DBE Regular Dealer/Distributor Affirmation Form

Attachment 1 – Counting and Commercially Useful Function (CUF)

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(s)).

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, except as provided for in § 26.87(j).

(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.

   A. 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. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

2. 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 (including transportation costs) toward DBE goals.

   A. For purposes of this section (f), a regular dealer is a firm that owns (or leases) and operates, 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 sufficient quantities, and regularly sold to or leased to the public in the usual course of business.

   B. Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.

   C. 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. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

   D. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone or asphalt without owning and operating a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease agreement and not on an ad hoc or contract-by-contract basis[1].

   E. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per D above. If the DBE supplier of these items does not own or lease distribution equipment, as descried above, it is not a regular dealer.

   F. Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of this section (f).

3. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, MnDOT will count the entire amount of fees or commissions that MnDOT deems to be reasonable, including transportation charges for the delivery of materials or supplies. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

[1] Credit associated with trucking is calculated differently than the delivery of materials or supplies performed as part of a regular dealer CUF.

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 within 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 USDOT.

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 also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives 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 hauling 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 their designee, will determine whether or not the responder made adequate GFEs to meet the goal. The determination will be sent via email to the responder. If the Director determines that the responder failed to make adequate GFE, the responder may request an administrative reconsideration of that determination (49 CFR §26.53(d)).

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.

The responder must send the request via email, MnDOT must **receive** it no later than the fifth business day after the responder receives notice of the Director's determination.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have had 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 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 prior written approval from MnDOT OCR, terminate a DBE or any portion of its work listed in the original DBE commitment (submitted Exhibit A). When MnDOT or a local recipient initiates a termination or reduction of work the responder is not required to obtain prior written approval from OCR. Notification of the change to the DBE and OCR is still requested. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. 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)(3), 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 or any portion of its work 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/

DEPARTMENT OF TRANSPORTATION

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 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. Pre-Award Commitment: ☐ Post-Award Commitment: ☐

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: 033-606-023

Prime Contractor: _____ Phone #: _____

DBE Subcontractor: _____ Phone #: _____

Total Subcontract $: _____

DBE Participation Claimed: Percent _____% Amount $ _____

*Please see instructions to determine DBE Participation to claim.

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

1. List the work scopes to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Description/Scope of work	Associated NAICS Code	Applicable dollar amount

2. Will your firm be renting equipment from the prime or the firm you are contracting with? If yes, list the cost of the rental.
   a. Yes ☐ No ☐ Cost of rental:
3. Will you be subcontracting to any other firms? YES ☐ NO ☐
   If yes, answer the following: Firm's Name: _____ $ amount of the work: _____

Section (C) (DBE firms manufacturing or who are regular dealers/distributors/brokers)

Is your firm the manufacturer of the materials you are providing? YES ☐ NO ☐

Is your firm a material supplier (including bulk items), distributor or broker? YES ☐ NO ☐
If yes, complete the DBE Regular Dealer-Distributor Affirmation form.

*All material suppliers, distributors, or brokers must submit a copy of their quotes with this form. Please ensure quantities are included.

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS

1. How many fully operational units will be yours or other DBEs? _____(Estimated total hours: _____)
2. How many units will be non-DBEs? _____ (Estimated total hours: _____)

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 ½ 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: _____

DEPARTMENT OF TRANSPORTATION

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)	☐ 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) ☐ Pre-award ☐ 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 $)	$

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DEPARTMENT OF TRANSPORTATION

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 ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

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 ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

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		☐	☐					
2		☐	☐					
3		☐	☐					
4		☐	☐					
5		☐	☐					
6		☐	☐					
7		☐	☐					
8		☐	☐					
9		☐	☐					
10		☐	☐					
11		☐	☐					
12		☐	☐					

Make additional copies of this page as necessary

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DEPARTMENT OF TRANSPORTATION

State Project Number: Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

State Project Number: Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS **(Complete this part only if DBE goal is not met. Use additional sheets if necessary.)**

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to "tell the story" of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE's that you did not accept? If so, what were your reasons?

Type Response Below:

DEPARTMENT OF TRANSPORTATION

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.

DEPARTMENT OF TRANSPORTATION

Minnesota Department of Transportation
Office of Civil Rights

CLEAR FORM

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.	☐	1.	1.
2.	☐	2.	2.
3.	☐	3.	3.
4.	☐	4.	4.
5.	☐	5.	5.
6.	☐	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:

Completed Contractor Payment forms can be emailed to OCRFormsubmissions.DOT@state.mn.us

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Disadvantaged Business Enterprise (DBE) Total Payment Affidavit

MnDOT Office of Civil Rights

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 has been performed by a DBE on this project. **If the dollar value of the DBE firm's total work is less than the original subcontract, please describe below.**

State Project Number: 033-606-023

STATE OF MINNESOTA
COUNTY OF _____
I,_____, being first duly sworn, do depose and say that:

1. I am the authorized representative of_____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 this contract/ project:

Disadvantaged Businesses

	Name of Firm	*Dollar Amount Of Subcontract*	*Retainage Amount*	*Bond Held*	*Total Dollar Amount*
1					
2					
3					
4					
5					
6					
7					
8					
Total		$ 0.00	$ 0.00	$ 0.00	$ 0.00

4. If the total dollar value of a DBE firm's portion of the work was less than the original amount committed to be performed by the DBE, you must explain below and provide supporting documentation.

5. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____

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 email one to MnDOT's Office of Civil Rights at: OCRformsubmissions.dot@state.mn.us

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

   ☐ **YES** ☐ **NO[1]**

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

   [2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

   [3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

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

7-9-15

Signature and Date Signed

Governance Council

Sue Stein, Director, Corporate Services Division

7-16-15

Signature and Date Signed

Responsible Senior Officer

Tracy Hatch, Deputy Commissioner/CFO/COO

7.17.15

Signature and Date Signed

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 reprocurement 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/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the 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 reprocurement 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 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).

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.

ATTACHMENT
CM 32-34 March 26, 1969

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: _____

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)	The Contractor: (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)	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: (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: _____

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: _____

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:	

State Project No. **033-606-023**

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 **Kanabec County** Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

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.)

November 8, 2024

Dawn Marsh
U.S. Fish and Wildlife Service
Minnesota-Wisconsin ES Field Office
3815 American Blvd. E.
Bloomington, MN 55425-1665

S.P. 033-606-023, CSAH 6
Project Code: 2025-0009938
Mora, Kanabec County, Minnesota

Notification of Determination – May affect, not likely to adversely affect – Northern long-eared bat (*Myotis septentrionalis*)
Notification of Determination – May affect, not likely to adversely affect – Gray wolf (*Canis lupus*)
Notification of Determination – May affect, not likely to adversely affect – Canada lynx (*Lynx canadensis*)

No Jeopardy Determination – Monarch butterfly (*Danaus plexippus*)
No Jeopardy Determination -- Whooping Crane (*Grus americana*)

Project Description:

The S.P. 033-606-023 project will rehab approximately 6.6 miles of County State-Aid Highway (CSAH) 6 between Trunk Highway (TH) 47 to North Grove Street (Mora) in Kanabec County, MN. Additional project work includes replacing existing shoulders and installing pavement markings. No changes to existing horizontal or vertical alignments are proposed. Surrounding land use consists of cropland, woodland, scattered farmsteads, and residential homes and commercial businesses within the Mora city limits. No bridge work or tree removals are proposed for the completion of this project.

Action Area identified for the proposed project (blue line is boundary).

Conservation Measures:

Required Avoidance and Minimization Measures (AMMs). See MnDOT boiler plate special provisions (e.g., *Protection of Fish and Wildlife Resources*).

- **General AMM 1**: Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs. *Notify contractor(s) during the pre-construction meeting. Bat sightings (including sick, injured, and/or dead bats) on the project must be reported to OES wildlife ecologist (612-741-7678) within 24 hours of discovery.*
- **Lighting AMM 1 & AMM 2:** Direct temporary lighting, if used, away from wooded areas during the bat active season (April 1 to Nov. 14, inclusive). If installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable. *Please contact Susan Zarling (MnDOT Lighting Engineer) at 651-234-7052 with questions about approved products.*

Additional Required Conservation Measures:

- No tree clearing allowed. Because tree clearing was not indicated, tree removals cannot happen on this project without additional coordination with MnDOT Technical Contact to ensure regulatory compliance.
- Project must establish native vegetation in areas that are not proposed to be mowed more than once per year, as shown in the MnDOT Seeding Manual.

Additional Recommended Conservation Measures. *Incorporate into project documents, plans, and provisions only if the project chooses to include recommendations as project requirements.*

- Any erosion control blanket must be free of plastic netting and on the MnDOT Approved Products List for Rolled Erosion Prevention products.
- Any hydraulic mulch used up-slope of Public Waters must be free of plastic fiber additives.

Species List for the Project Action Area

A list of federally threatened, endangered, proposed and candidate species, and designated and proposed critical habitat that overlaps with the action area, was requested via the Information for Planning and Consultation (IPaC) web application maintained by the U.S. Fish and Wildlife Service (requested November 2024). Based on this list, the project is within the range of the following:

Species	Status	Habitat
Canada Lynx *Lynx canadensis*	Threatened	Northern forests.
Gray Wolf *Canis lupus*	Threatened	Northern forests.
Northern Long-eared Bat *Myotis septentrionalis*	Endangered	Hibernates in caves and mines - swarming in surrounding wooded areas in autumn. Roosts and forages in upland forests during spring and summer.
Monarch Butterfly *Danaus plexippus*	Candidate	Grassland habitats where milkweed and flowers are present.
Whooping Crane *Grus americana*	Non-essential Experimental Population	Utilizes a variety of habitats, including coastal marshes and estuaries, inland marshes, lakes, open ponds, shallow bays, salt marsh and sand or tidal flats, upland swales, wet meadows and rivers, pastures, and agricultural fields.

MnDOT consults the Minnesota Department of Natural Resources Natural Heritage Information System (Copyright November 2024 State of Minnesota, Department of Natural Resources), and other resources as available, to determine if proposed projects may affect listed species.

Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act

The Migratory Bird Treaty Act of 1918 (MBTA) is a federal law regulating the taking, killing, and possession of migratory birds and is administered by the U. S. Fish and Wildlife Service (Service). Under the MBTA, it is unlawful for any person to take, kill, or possess regulated species of birds. Take that occurs incidental to otherwise lawful activities -- “incidental take” -- is also prohibited. Frequently encountered birds on transportation projects subject to regulation under the MBTA include, but are not limited to, cliff swallows, bank swallows, eastern phoebes, American robins, red-winged blackbirds, mourning doves, and killdeer.

The Bald and Golden Eagle Protection Act of 1940 (BGEPA) is a federal law regulating impacts to bald and golden eagles. The BGEPA is administered by the Service. Under the BGEPA, the term “take” means to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb. Unlike protections under MBTA, both occupied and unoccupied eagle nests are protected. Construction projects, including tree clearing, occurring adjacent to eagle nests and/or important roosting areas may require seasonal avoidance and/or permitting.

This project was reviewed for potential impacts to birds protected under the MBTA and eagles protected under the BGEPA. **The Service will not be reviewing or commenting on impacts to migratory birds or eagles unless MnDOT OES determines additional coordination with the Service is required.** Findings and avoidance measures, if required, are identified in Attachment 1.

Endangered Species Act – Section 7 Consultation

Section 7 of Endangered Species Act of 1973, as amended (Act), requires each Federal agency to review any action that it funds, authorizes or carries out to determine whether it may affect threatened, endangered, proposed species or listed critical habitat. Federal agencies (or their designated representatives) must consult with the U.S. Fish and Wildlife Service (Service) if any such effects may occur because of their actions. Consultation with the Service is not necessary if the proposed action will not directly or indirectly affect listed species or critical habitat. If a federal agency finds that an action will have no effect on listed species or critical habitat, it should maintain a written record of that finding that includes the supporting rationale.

Notice of Determinations

Notification of Determination – May affect, not likely to adversely affect – Northern Long-eared Bat (Myotis septentrionalis)

This project review relies on the USFWS-issued species-specific rangewide programmatic agreement and associated biological opinion for FHWA, FRA, FTA Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 et seq.). The review was completed using the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) system. The U.S. Fish and Wildlife Service's concurrence verification letter is attached (Attachment 2).

Notification of Determination – May affect, not likely to adversely affect – Gray Wolf (Canis lupus)
Notification of Determination – May affect, not likely to adversely affect – Canada Lynx (Lynx canadensis)

While the proposed project occurs within the range of these species in undeveloped areas, no direct (e.g., increases in traffic) or indirect (e.g., removal of 10 acres or more of boreal forest) impacts are anticipated.

This project review relies on the USFWS-issued Minnesota-Wisconsin Federal Endangered Species Determination Key within the Information for Planning and Consultation (IPaC) system to satisfy requirements under Section 7(a)(2). The Service developed this system in accordance with the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 et seq.). The U.S. Fish and Wildlife Service's concurrence verification letter is attached (Attachment 3).

No Effect and No Jeopardy Determinations

No Jeopardy Determination – Monarch Butterfly (Danaus plexippus)

The proposed project *may affect* monarch butterflies and/or suitable monarch habitat. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. ***Therefore, MnDOT on behalf of the FHWA, does not anticipate the proposed action will jeopardize the continued existence of this species.***

No Jeopardy Determination -- Whooping Crane (Grus americana)

The proposed project area is within the range of a known non-essential experimental population for Whooping crane. No documented occurrences or critical habitat for this species exist within the Action Area. All project activities are proposed to be completed in on lands outside of a National Wildlife Refuge or National Park. Based on the proposed scope of work, project activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. ***Therefore, MnDOT on behalf of the FHWA, does not anticipate the proposed action will jeopardize the continued existence of this species.***

Please contact me if there are questions or concerns.

Thank you,

Digitally signed by Andrew Krinke
Date: 2024.11.08 13:01:16 -06'00'

Andrew Krinke
Natural Resource Program Specialist

MnDOT Office of Environmental Stewardship
395 John Ireland Blvd., MS620
St. Paul, MN 55155
Cell: (612)-590-6362
Andrew.krinke@state.mn.us

Attachment 1

Migratory Bird Treaty Act

Based on the proposed scope of work proposed and/or the timing of proposed work, impacts to birds protected under the Migratory Bird Treaty Act (16 U.S.C. 703-712) are not anticipated. No further action is required, however, if the proposed scope of work or proposed timing of work changes, please contact the MnDOT protected species team at: protectedspecies.dot@state.mn.us

Learn more about the Migratory Bird Treaty Act at: https://www.fws.gov/law/migratory-bird-treaty-act-1918

Bald and Golden Eagle Protection Act

Based on the best available information, the proposed action is not anticipated to disturb, harm, or destroy a bald eagle or a bald eagle nest protected under the Bald ang Golden Eagle Protection Act (16 U.S.C. 668-668d). If a nest is found ahead of or during construction, **stop all work** within 300' of the nest and contact the MnDOT protected species team right away. E-mail: protectedspecies.dot@state.mn.us or Phone: 612-741-7678

Learn more about the Bald and Golden Eagle Protection Act at: https://www.fws.gov/law/bald-and-golden-eagle-protection-act

Attachment 2

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 11/08/2024 15:13:04 UTC
Project code: 2025-0009938
Project Name: S.P. 033-606-023 (CSAH 6)

Subject: Concurrence verification letter for the 'S.P. 033-606-023 (CSAH 6)' project under the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (NLEB).

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated November 08, 2024 to verify that the **S.P. 033-606-023 (CSAH 6)** (Proposed Action) may rely on the concurrence provided in the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action is within the scope and adheres to the criteria of the PBO, including the adoption of applicable avoidance and minimization measures. **At least one of the qualification interview questions indicated an activity or portion of your project is consistent with a not likely to adversely affect determination therefore, the overall determination for your project is, may affect, <u>and is not likely to adversely affect (NLAA)</u> the endangered Indiana bat (*Myotis sodalis*) and/or the endangered northern long-eared bat (*Myotis septentrionalis*)**. Consultation with the Service pursuant to section 7(a)(2) of ESA (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq*.) is required.

The Service has 14 calendar days to notify the lead Federal action agency or designated non-federal representative if we determine that the Proposed Action does not meet the criteria for a NLAA determination under the PBO. If we do <u>not</u> notify the lead Federal action agency or designated non-federal representative within that timeframe, you may proceed with the Proposed Action under the terms of the NLAA concurrence provided in the PBO. This verification period allows Service Field Offices to apply local knowledge to implementation of the PBO, as we may identify a small subset of actions having impacts that were unanticipated. In such instances,

Service Field Offices may request additional information that is necessary to verify inclusion of the proposed action under the PBO.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities: If your initial bridge/culvert or structure assessment documented signs of bat use or occupancy, or an assessment failed to detect Indiana bats and/or NLEBs, yet are later detected prior to, or during construction, please submit the Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form (User Guide Appendix E) to this Service Office within 2 working days of any potential take. In these instances, potential incidental take of Indiana bats and/or NLEBs is covered under the Incidental Take Statement in the 2018 FHWA, FRA, FTA PBO (provided that the take is reported to the Service).

If the Proposed Action is modified, or new information reveals that it may affect the Indiana bat and/or northern long-eared bat in a manner or to an extent not considered in the PBO, further review to conclude the requirements of ESA Section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities:
If your initial bridge/culvert or structure assessments failed to detect Indiana bats and/or NLEB use or occupancy, yet bats are later detected prior to, or during construction, please submit the Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form (User Guide Appendix E) to this Service Office within 2 working days of the incident. In these instances, potential incidental take of Indiana bats and/or NLEBs may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species, and/or any designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please contact this Service Office.

The following species may occur in your project area and **are not** covered by this determination:

- Canada Lynx *Lynx canadensis* Threatened
- Gray Wolf *Canis lupus* Threatened
- Monarch Butterfly *Danaus plexippus* Candidate
- Whooping Crane *Grus americana* Experimental Population, Non-Essential

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

S.P. 033-606-023 (CSAH 6)

DESCRIPTION

The S.P. 033-606-023 project will rehab approximately 6.6 miles of County State-Aid Highway (CSAH) 6 between Trunk Highway (TH) 47 to North Grove Street (Mora) in Kanabec County, MN. Additional project work includes replacing existing shoulders and installing pavement markings. No changes to existing horizontal or vertical alignments are proposed. Surrounding land use consists of cropland, woodland, scattered farmsteads, and residential homes and commercial businesses within the Mora city limits. No bridge work or tree removals are proposed for the completion of this project.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@45.8843898,-93.32918542424372,14z

DETERMINATION KEY RESULT

Based on your answers provided, this project(s) may affect, but is not likely to adversely affect the endangered Indiana bat and/or the endangered northern long-eared bat, therefore, consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required. However, also based on your answers provided, this project may rely on the concurrence provided in the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

QUALIFICATION INTERVIEW

1. Is the project within the range of the Indiana bat[1]?

   [1] See Indiana bat species profile

   Automatically answered
   No

2. Is the project within the range of the northern long-eared bat[1]?

   [1] See northern long-eared bat species profile

   Automatically answered
   Yes

3. Which Federal Agency is the lead for the action?

   A) Federal Highway Administration (FHWA)

4. Are *all* project activities limited to non-construction[1] activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

   [1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

   No

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces[1]?

   [1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

   No

6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum[1]?

   [1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

   No

7. Is the project located **within** a karst area?

   No

8. Is there *any* suitable[1] summer habitat for Indiana Bat or NLEB **within** the project action area[2]? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

   [1] See the Service's summer survey guidance for our current definitions of suitable habitat.

   [2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the User's Guide for the Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat.

   Yes

9. Will the project remove *any* suitable summer habitat[1] and/or remove/trim any existing trees **within** suitable summer habitat?

   [1] See the Service's summer survey guidance for our current definitions of suitable habitat.

   No

10. Have presence/probable absence (P/A) summer surveys[1][2] been conducted[3][4] **within** the suitable habitat located within your project action area?

    [1] See the Service's summer survey guidance for our current definitions of suitable habitat.

    [2] Presence/probable absence summer surveys conducted within the fall swarming/spring emergence home range of a documented Indiana bat hibernaculum (contact local Service Field Office for appropriate distance from hibernacula) that result in a negative finding requires additional consultation with the local Service Field Office to determine if clearing of forested habitat is appropriate and/or if seasonal clearing restrictions are needed to avoid and minimize potential adverse effects on fall swarming and spring emerging Indiana bats.

    [3] For projects within the range of either the Indiana bat or NLEB in which suitable habitat is present, and no bat surveys have been conducted, the transportation agency will assume presence of the appropriate species. This assumption of presence should be based upon the presence of suitable habitat and the capability of bats to occupy it because of their mobility.

    [4] Negative presence/probable absence survey results obtained using the summer survey guidance are valid for a minimum of two years from the completion of the survey unless new information (e.g., other nearby surveys) suggest otherwise.

    No

11. Does the project include activities **within documented NLEB habitat**[1][2]?

    [1] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry biangulation/triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

    [2] For the purposes of this key, we are considering documented corridors as that where Indiana bats and/or NLEB have actually been captured and tracked to using (1) radio telemetry; or (2) treed corridors located directly between documented roosting and foraging habitat.

    No

12. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?

    No

13. Does the project include slash pile burning?

    No

14. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

    No

15. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

    No

16. Will the project involve the use of **temporary** lighting *during* the active season?

    Yes

17. Is there *any* suitable habitat **within** 1,000 feet of the location(s) where **temporary** lighting will be used?

    Yes

18. Will the project install new or replace existing **permanent** lighting?

    Yes

19. Is there *any* suitable habitat **within** 1,000 feet of the location(s) where **permanent** lighting will be installed or replaced?

    Yes

20. Does the project include percussives or other activities (**not including tree removal/ trimming or bridge/structure work**) that will increase noise levels above existing traffic/ background levels?

    Yes

21. Will the activities that use percussives (**not including tree removal/trimming or bridge/structure work**) and/or increase noise levels above existing traffic/background levels be conducted *during* the active season[1]?

    [1] Coordinate with the local Service Field Office for appropriate dates.

    Yes

22. Will *any* activities that use percussives (**not including tree removal/trimming or bridge/structure work**) and/or increase noise levels above existing traffic/background levels be conducted *during* the inactive season[1]?

    [1] Coordinate with the local Service Field Office for appropriate dates.

    Yes

23. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives, limited to actions that DO NOT cause any additional stressors to the bat species?

    Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

    Yes

24. Will the project raise the road profile **above the tree canopy**?

    No

25. Are the project activities that use percussives (not including tree removal/trimming or bridge/structure work) consistent with a Not Likely to Adversely Affect determination in this key?

    Automatically answered
    Yes, because the activities are within 300 feet of the existing road/rail surface, greater than 0.5 miles from a hibernacula, and conducted during the active season within undocumented habitat.

26. Are the project activities that use percussives (not including tree removal/trimming or bridge/structure work) and/or increase noise levels above existing traffic/background levels consistent with a No Effect determination in this key?

    Automatically answered
    Yes, because the activities are within 300 feet of the existing road/rail surface, greater than 0.5 miles from a hibernacula, and conducted during the inactive season

27. **General AMM 1**
    Will the project ensure *all* operators, employees, and contractors working in areas of known or presumed bat habitat are aware of *all* FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable Avoidance and Minimization Measures?

    Yes

28. **Lighting AMM 1**
    Will *all* **temporary** lighting be directed away from suitable habitat during the active season?

    Yes

29. **Lighting AMM 2**
    Does the lead agency use the BUG (Backlight, Uplight, and Glare) system developed by the Illuminating Engineering Society[1] to rate the amount of light emitted in unwanted directions?

    [1] Refer to The BUG System—A New Way To Control Stray Light

    Yes

30. **Lighting AMM 2**
    Will the **permanent** lighting be designed to be as close to 0 for all three BUG ratings as possible, with a priority of "uplight" of 0 and "backlight" as low as practicable?

    Yes

PROJECT QUESTIONNAIRE

1. Have you made a No Effect determination for *all* other species indicated on the FWS IPaC generated species list?

   No

2. Have you made a May Affect determination for *any* other species on the FWS IPaC generated species list?

   Yes

AVOIDANCE AND MINIMIZATION MEASURES (AMMS)

This determination key result includes the committment to implement the following Avoidance and Minimization Measures (AMMs):

LIGHTING AMM 1

Direct temporary lighting away from suitable habitat during the active season.

LIGHTING AMM 2

When installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable.

GENERAL AMM 1

Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING NLEB OR INDIANA BAT

This key was last updated in IPaC on October 30, 2023. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the endangered **northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects. The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

IPAC USER CONTACT INFORMATION

Agency: Minnesota Department of Transportation
Name: Andrew Krinke
Address: 395 John Ireland Boulevard
City: St. Paul
State: MN
Zip: 55155
Email andrew.krinke@state.mn.us
Phone: 6127046743

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

Attachment 3

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 11/08/2024 14:31:41 UTC
Project code: 2025-0009938
Project Name: S.P. 033-606-023 (CSAH 6)

Subject: Verification letter for 'S.P. 033-606-023 (CSAH 6)' for specified threatened and endangered species that may occur in your proposed project location consistent with the Minnesota-Wisconsin Endangered Species Determination Key (Minnesota-Wisconsin DKey).

Dear Andrew Krinke:

The U.S. Fish and Wildlife Service (Service) received on **November 08, 2024** your effect determination(s) for the 'S.P. 033-606-023 (CSAH 6)' (Action) using the Minnesota-Wisconsin DKey within the Information for Planning and Consultation (IPaC) system. You have submitted this key to satisfy requirements under Section 7(a)(2). The Service developed this system in accordance of with the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 et seq.).

Based on your answers and the assistance of the Service's Minnesota-Wisconsin DKey, you made the following effect determination(s) for the proposed Action:

Species	**Listing Status**	**Determination**
Canada Lynx (*Lynx canadensis*)	Threatened	NLAA
Gray Wolf (*Canis lupus*)	Threatened	NLAA
Monarch Butterfly (*Danaus plexippus*)	Candidate	No effect
Whooping Crane (*Grus americana*)	Experimental Population, Non-Essential	No effect

Determination Information

The Service will notify you within 30 calendar days if we determine that this proposed Action does not meet the criteria for a "may affect, not likely to adversely affect" (NLAA) determination for Federally listed species in Minnesota and Wisconsin. If we do not notify you within that timeframe, you may proceed with the Action under the terms of the NLAA concurrence provided here. This verification period allows the Minnesota-Wisconsin Ecological Services Field Office to apply local knowledge to evaluation of the Action, as we may identify a small subset of

actions having impacts that were unanticipated. In such instances, the Minnesota-Wisconsin Ecological Services Field Office may request additional information to verify the effects determination reached through the Minnesota-Wisconsin DKey.

Additional Information

Sufficient project details: Please provide sufficient project details on your project homepage in IPaC (Define Project, Project Description) to support your conclusions. Failure to disclose important aspects of your project that would influence the outcome of your effects determinations may negate your determinations and invalidate this letter. If you have site-specific information that leads you to believe a different determination is more appropriate for your project than what the Dkey concludes, you can and should proceed based on the best available information.

Future project changes: The Service recommends that you contact the Minnesota-Wisconsin Ecological Services Field Office or re-evaluate the project in IPaC if: 1) the scope or location of the proposed Action is changed; 2) new information reveals that the action may affect listed species or designated critical habitat in a manner or to an extent not previously considered; 3) the Action is modified in a manner that causes effects to listed species or designated critical habitat; or 4) a new species is listed or critical habitat designated. If any of the above conditions occurs, additional consultation with the Service should take place before project changes are final or resources committed.

Species-specific information

Gray Wolf: Please notify the Service if there is observed gray wolf activity during project implementation that could indicate a den or rendezvous site in close proximity (e.g., multiple wolves observed).

Bald and Golden Eagles: Bald eagles, golden eagles, and their nests are protected under the Bald and Golden Eagle Protection Act (54 Stat. 250, as amended, 16 U.S.C. 668a-d) (Eagle Act). The Eagle Act prohibits, except when authorized by an Eagle Act permit, the “taking” of bald and golden eagles and defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” The Eagle Act’s implementing regulations define disturb as “… to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”

The following species and/or critical habitats may also occur in your project area and **are not** covered by this conclusion:

- Northern Long-eared Bat *Myotis septentrionalis* Endangered

Coordination with the Service is not complete if additional coordination is advised above for any species.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

S.P. 033-606-023 (CSAH 6)

2. Description

The following description was provided for the project 'S.P. 033-606-023 (CSAH 6)':

> The S.P. 033-606-023 project will rehab approximately 6.6 miles of County State-Aid Highway (CSAH) 6 between Trunk Highway (TH) 47 to North Grove Street (Mora) in Kanabec County, MN. Additional project work includes replacing existing shoulders and installing pavement markings. No changes to existing horizontal or vertical alignments are proposed. Surrounding land use consists of cropland, woodland, scattered farmsteads, and residential homes and commercial businesses within the Mora city limits. No bridge work or tree removals are proposed for the completion of this project.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@45.8843898,-93.32918542424372,14z

QUALIFICATION INTERVIEW

1. This determination key is intended to assist the user in evaluating the effects of their actions on Federally listed species in Minnesota and Wisconsin. It does not cover other prohibited activities under the Endangered Species Act (e.g., for wildlife: import/export, Interstate or foreign commerce, possession of illegally taken wildlife, etc.; for plants: import/export, reduce to possession, malicious destruction on Federal lands, commercial sale, etc.) or other statutes. Additionally, this key DOES NOT cover wind development, purposeful take (e.g., for research or surveys), communication towers that have guy wires or are over 450 feet in height, aerial or other large-scale application of any chemical (such as insecticide or herbicide), and approval of long-term permits or plans (e.g., FERC licenses, HCP's).

   Click **YES** to acknowledge that you must consider other prohibitions of the ESA or other statutes outside of this determination key.

   Yes
2. Is the action being funded, authorized, or carried out by a Federal agency?

   Yes
3. Are you the Federal agency or designated non-federal representative?

   Yes
4. Does the action involve the installation or operation of wind turbines?

   No
5. Does the action involve purposeful take of a listed animal?

   No
6. Does the action involve a new communications tower?

   No
7. Does the activity involve aerial or other large-scale application of ANY chemical, including pesticides (insecticide, herbicide, fungicide, rodenticide, etc)?

   No
8. Will your action permanently affect local hydrology?

   No
9. Will your action temporarily affect local hydrology?

   No
10. Will your project have any direct impacts to a stream or river (e.g., Horizontal Directional Drilling (HDD), hydrostatic testing, stream/road crossings, new stormwater outfall discharge, dams, other in-stream work, etc.)?

    No

11. Does your project have the potential to impact the riparian zone or indirectly impact a stream/river (e.g., cut and fill; horizontal directional drilling; construction; vegetation removal; pesticide or fertilizer application; discharge; runoff of sediment or pollutants; increase in erosion, etc.)?

    Note: Consider all potential effects of the action, including those that may happen later in time and outside and downstream of the immediate area involved in the action.

    Endangered Species Act regulation defines "effects of the action" to include all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (50 CFR 402.02).

    Yes

12. Will your action disturb the ground or existing vegetation?

    Note: This includes any off-road vehicle access, soil compaction (enough to collapse a rodent burrow), digging, seismic survey, directional drilling, heavy equipment, grading, trenching, placement of fill, pesticide application (herbicide, fungicide), vegetation management (including removal or maintenance using equipment or prescribed fire), cultivation, development, etc.

    Yes

13. Will your action include spraying insecticides?

    No

14. Does your action area occur entirely within an already developed area?

    Note: Already developed areas are already paved, covered by existing structures, manicured lawns, industrial sites, or cultivated cropland, AND do not contain trees that could be roosting habitat. Be aware that listed species may occur in areas with natural, or semi-natural, vegetation immediately adjacent to existing utilities (e.g. roadways, railways) or within utility rights-of-way such as overhead transmission line corridors, and can utilize suitable trees, bridges, or culverts for roosting even in urban dominated landscapes (so these are not considered "already developed areas" for the purposes of this question). If unsure, select NO..

    No

15. Have you determined that the action will have no effect on individuals within the whooping crane nonessential experimental population (NEP)?

    Yes

16. Is there any potential for this action to harm Canada lynx directly (e.g., mammal trapping, poison bait, broadcasting disease control agents for wild animals, capturing animals for research projects, or regular human activity that may exclude lynx from forested habitat including blasting or explosives)?

    No

17. Is your action associated with the U.S. Forest Service?

    No

18. Is there any potential for this action to harm Canada lynx indirectly (e.g., increased traffic volume and speed that may result in vehicle strikes, regular human activity that may disturb or exclude lynx from forested habitat, blasting or explosives)?

    No

19. Will the action result in changes to Canada lynx or snowshoe hare habitat quality, quantity, or availability that is greater than 10 acres?
    E.g., thinning and/or other timber management and logging practices; residential and commercial development; road, railroad and utility corridors development; mining activities; prescribed fire; trail development; winter activities that compact snow such as winter road use, snowmobiling, cross country skiing, and dog sledding.

    No

20. Is there any potential for the action to harm wolves directly (e.g., mammal trapping, poison bait), or indirectly (e.g., increasing vehicle use that may result in vehicle strikes, exposure to potential human persecution)?

    No

21. [Hidden Semantic] Does the action area intersect the Threatened gray wolf AOI?

    Automatically answered
    Yes

22. [Hidden Semantic] Does the action area intersect the monarch butterfly species list area?

    Automatically answered
    Yes

23. Under the ESA, monarchs remain warranted but precluded by listing actions of higher priority. The monarch is a candidate for listing at this time. The Endangered Species Act does not establish protections or consultation requirements for candidate species. Some Federal and State agencies may have policy requirements to consider candidate species in planning. We encourage implementing measures that will remove or reduce threats to these species and possibly make listing unnecessary.

    If your project will have no effect on monarch butterflies (for example, if your project won't affect their habitat or individuals), then you can make a "no effect" determination for this project.

    Are you making a "no effect" determination for monarch?

    No

24. Is this project funded, authorized, or carried out by the U.S. Fish and Wildlife Service?

    No

IPAC USER CONTACT INFORMATION

Agency: Minnesota Department of Transportation
Name: Andrew Krinke
Address: 395 John Ireland Boulevard
City: St. Paul
State: MN
Zip: 55155
Email andrew.krinke@state.mn.us
Phone: 6127046743

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration