



GENERAL ROAD CONTRACTORS INDEPENDENT HAULER PAPERWORK CHECKLIST

Central Specialties Inc. will need Independent Truck Hauling firms to assist in the completion of our projects. The information requested below will help us meet all of the Department of Transportation compliance requirements. CSI does not represent this checklist is exhaustive of all compliance requirements and Hauler agrees to provide any additional information necessary for compliance requirements whether or not such information is specifically requested on this checklist. CSI reserves the right to amend this form.

THE FOLLOWING PAPERWORK MUST BE COMPLETED AND RECEIVED BY OUR OFFICE PRIOR TO ANY HAULING.

Please sign and/or fill out and return the following from the hauling paperwork:

- Independent Hauling agreement
- Exhibit B – NDDOT Owner/Operator Set-up form. IF you have employees or are a broker this form is not needed. *ONLY O/O running in ND return this form.*
- Exhibit D – Responsible Subcontractor Verification. *Only needed for companies running in MN.*
- Exhibit E – Independent Hauler Company Info Form.
- Exhibit G – W-9
- Exhibit M – ND Registration and Sublet form
- MN Swift and Vendor form (if applicable)

Additional information needed, not included in paperwork:

All Companies:

- Insurance Certificates and workers comp (see Exhibit H for insurance requirements).

Owner Operators:

- Copy of Driver's License (front & back)..
- Copy of vehicle registration and/or proof of registration on Truck.
- Copy of DOT Physical (Medical Examiners card).

Please make sure all trucks have state approved beacons and that all trucks and trailers have same visible numbers.

If you have any questions, please contact Marlys Kuehborn at 320-762-7289.



**STANDARD FORM
INDEPENDENT HAULER AGREEMENT**

(4/03/23 Edition)

THIS INDEPENDENT HAULER AGREEMENT (“Agreement”) is dated _____ and is between Central Specialties, Inc., whose address is 6325 County Road 87 SW, Alexandria, MN 56308 (“Contractor”), and _____ whose address is _____ (“Carrier”).

WHEREAS, Contractor has entered into a contract(s) with one or more Owner (“Owner(s)”), to perform work on one or more Project (“Project(s)”), in accordance with the plans, specifications, drawings, conditions, and addenda thereto, prepared by one or more Design Professional (“Design Professional (s)”);

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Carrier agrees to provide independent hauling services for Contractor on the Project(s).
2. Carrier represents and warrants that it is an independent contractor and agrees to comply with Minn. Stat. § 176.043 and Minn. Stat. § 181.723 and with the ND Truck Owner-Operator and the Owner-Operator requirements as defined in the Davis Bacon Wage and Payroll requirements. (See Exhibits A & B). Carrier hereby acknowledge and agrees that they have received the FHWA 1273 attachment included on Exhibit P, and will comply with FHWA 1273 Federal Requirements, for any Federally funded jobs, for Prevailing wages. (See Exhibit P). Furthermore, Carrier confirms that it is not an employee, partner, or joint venture of Contractor. Carrier agrees that neither Carrier nor its employees are to be considered employees of Contractor at any time, under any circumstances, or for any purpose. Carrier assumes full and complete responsibility for all employees employed by it. Carrier acknowledges that it is responsible for filing, withholding, reporting, and paying: all federal, state, and local taxed social security or self-employment taxes; unemployment taxes; union dues and benefits; medical, dental, life, or disability insurance premiums, pension and profit sharing contributions; other benefits; and any other expenses with regard to Carrier or its employees. Carrier agrees to carry Workers Compensation insurance on any of their employees and/or any Hired Drivers, or anyone that drives their vehicle other than the registered owner of the truck/trailer.

3. Carrier agrees to notify the Contractor in writing, if the Carrier is legally required to pay child support and shall provide to Contractor all orders and documentation to authorize and facilitate any and all required withholdings.
4. Carrier agrees to comply with MN Statue 16C.285 Responsible Contractor Act and any related regulations. Carrier agrees to provide Contractor an annual signed under Oath and notarized Verification of Compliance Form. (See Exhibit D)
5. Carrier shall also be responsible to provide and pay for all equipment, fuel, equipment maintenance and repairs, licenses, permits, insurance, and any incidental expenses which are required in connection with the performance of hauling services under this Agreement.
6. From time-to-time, Contractor in its discretion may agree to rent equipment to Carrier. During the term of the rental, Carrier shall be responsible to provide and pay for all fuel, equipment maintenance and repairs, licenses, permits, insurance, and any incidental expenses which are required in connection with the rented equipment or the performance of hauling services under this Agreement. At the end of the rental, Carrier shall return all rented equipment to Contractor in the same condition as when it was received by Carrier, less reasonable wear and tear. The agreed rental charges shall be deducted from the payment otherwise owed by Contractor to Carrier under this Agreement.
7. Carrier agrees to perform all hauling services required by this Agreement with qualified employees, well-maintained equipment, and in strict compliance with all applicable codes, regulations, permits, and laws. Carrier agrees not to employ and/or utilize any employee and/or equipment Contractor believes is a detriment to the Project(s). Carrier agrees to comply with the Work Zone Safety – Vehicle Safety Lighting requirements as per the attached Exhibit J.
8. Carrier shall not discriminate in hiring, referrals discharge, employment conditions, or otherwise in regard to employment based on age, race, creed, color, sex, national origin, religion, marital status, familial status, public assistance status, sexual orientation, political beliefs, local human rights commission activity, or disability unless permitted by law. Carrier agrees to comply with the ND DOT EEO Affirmative Action requirements, as per attached in Exhibit N, and the Contractor's EEO Policy and listed EEO Officer and DBE Officers as per attached Exhibit O.
9. Carrier shall determine the time, manner, and means of performing its hauling services. However, time is of the essence. Carrier shall keep itself apprised of the progress of the work on the Project(s), and shall be responsible for performing its hauling services so as to maintain the

progress of the Project(s) in accordance with Contractor's schedule, which may be changed by Contractor from time-to-time. In order to improve the communication between Contractor and Carrier, Contractor highly recommends that carrier installs a CB radio in every truck. Note that the carrier must follow the Policies listed on Exhibit K & L, related to the use of the CB radio.

10. Carrier shall cooperate with Contractor, Contractor's other carriers and subcontractors, Owner(s), Owner's (') other contractors, and Design Professional (s) so that all work on the Project(s) will proceed as smoothly and efficiently as possible.
11. Any Carrier that operates as a Brokerage House where they sub-contract truck hauling with any Owner/Operators (O/O), Carrier will be responsible to ENSURE they have all of the required documentation from the O/O including, but not limited to, O/O's insurance, W-9 and any other required information. All O/O's must comply with the documentation requirements as defined in Exhibit C.

Furthermore, Carrier agrees to comply with the Independent Contractor requirements for MN State Statues and the ND Davis Bacon Wage and Payroll requirements related to Owner/Operators as defined on Exhibits A & B. The Carrier also agrees to provide copies of all of the documentation to the Contractor, upon request.

12. Carrier shall promptly pay all of its bills or other obligations for labor, materials, equipment, supplies, and other items in connection with its work under this Agreement.
13. At Contractor's request, Carrier shall provide Contractor with all information and documentation necessary for Contractor to verify that Carrier is meeting all of its obligations under this Agreement. Carrier shall also provide Contractor with all other information and documentation reasonably requested by Contractor, including without limitation: certified payroll reports, financial information, lien waivers, releases and complete the Company Information listed on Exhibit E.
14. Contractor will provide assistance and help explain the process to complete the Certified Payrolls. Contractor will help educate the Carrier on the compliance requirements for Prevailing wage, and when the Certified payrolls are required. This information will be provided as part of Contractor commitment to GFE.

All MN Prevailing Wage projects now require a Request to Sublet form be completed for each Project. For all MnDOT projects, the Certified payrolls MUST be entered under the Carriers Swift ID #, using the CRL system.

For all NDDOT projects, the Certified payrolls MUST be entered using the LCP Tracker on line system. Carriers are considered Subcontractors. Information for setup can be found at www.lcptracker.com. Information is also available at www.dot.nd.gov, under the Civil Rights Link.

If Contractor is required to create, calculate or enter the Certified payrolls into the CRL system or the LCP Tracker system for the carrier, there will be a charge of \$125 per hour. This will be invoiced to Carrier and will be deducted from Truck hauling payments. The Carrier must provide all of the required information to Contractor including any login information and passwords to allow Contractor to enter the Certified payroll info into the on-line CRL or LCP Tracker systems. Carrier agrees to hold Contractor harmless for any and all potential liabilities, penalties or other legal issues related to the certified payrolls entered on behalf of the carrier.

15. At the request of the Carrier, if the Contractor agrees to push or pull a Subcontractor's rental vehicles, the Carrier hereby releases Contractor of any and all liability for ANY damages and/or claims related to such requests and shall defend and indemnify Contractor for any such damages and/or claims, including reasonable attorneys' fees and costs.
16. Carrier agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all personal injury, property damage, and other types of injury or damage, as well as any other types of claims or citations arising out of, resulting from, or in any manner connected with the performance of this Agreement, or the use by Carrier or it's agents or employees, of materials, equipment, instrumentalities, or other property, whether owned by Contractor, Carrier, or third parties., To the fullest extent permitted by law, Carrier also agrees to defend and indemnify Contractor, it's surety (if any), Owner(s), Design Professional(s), and any of Contractor's its surety's, Owner's(') or Design Professional's(') agents or employees from any and all claims, citations or violations, including, without limitation, claims, citations, or violations for which Contractor, its surety, Owner(s), or Design Professional(s) may be or may be alleged to be liable. Contractor reserves the right to select the attorney who Carrier retains to defend Contractor, its surety, Owner(s), or Design Professional(s). Carrier agrees to obtain, maintain, and pay for general liability insurance coverage and endorsements as will insure the provisions of this paragraph. Carrier agrees to obtain and maintain Workers Compensation Insurance on all Employees, any Hired Drivers, and any Broker arrangements.
17. Carrier agrees to report any Accidents or injury immediately to the Contractor's on-site supervisor and within 24 hours to Contractors Safety Department, as per defined on Exhibit I.
18. In addition to the insurance which is required for Carrier's indemnity obligations, Carrier agrees to obtain, maintain, and pay for policies

providing the insurance described on attached Exhibit H. All insurance required under this Agreement shall be issued by insurance companies which are acceptable to Contractor. The insurance policies shall cover Contractor as a named insured, and shall be primary insurance. Carrier shall provide Contractor with a certificate by Carrier's insurance company(s) verifying that all of the insurance required by this Agreement is in place, and agree to add a 30 day notice of cancellation endorsement in favor of Contractor. Carrier agrees to provide a copy of the actual endorsement to Contractor.

Carrier understands and agrees that the start time each day is when carrier gets their first load of the day. Stop time each day is paid back to where you were loaded your first load. (Exhibit R)

Contractor agrees to pay Carrier a minimum of once every two weeks at the following rate(s)*:

\$ Agreed Rate per hour for Belly Dumps & Side Dumps

\$ Agreed Rate per hour for Tandem, Triaxle, Quad, Quint

\$ _____ per hour for _____

\$ _____ per hour for _____

Or the Prevailing Rate on Prevailing Wage jobs. (*Contractor will pay the highest rate of either your base rate or the prevailing rate)

NOTE: All required Certified payrolls (whether paper or on-line), W-9's, Insurance Certificates, including ND WSI insurance, and any other required documentation must be received prior to payments being issued.

19. If there are disputes between Contractor and Carrier, then Contractor shall have complete and sole discretion to determine whether the dispute will be arbitrated. If Contractor chooses to arbitrate, then the arbitration shall be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association, and Carrier consents to arbitrate jointly with others all common or related questions of law or fact. Any lawsuit or arbitration between Contractor and Carrier shall be brought in Minneapolis, MN. If, however, Contractor has a claim against a third party for indemnity or contribution that cannot be brought in Minneapolis, then the dispute between Contractor and Carrier shall be resolved in a venue where Contractor is able to join the third party.
20. This Agreement shall terminate when Carrier completes all hauling services required under the Agreement. Contractor reserves the right to immediately terminate this Agreement (a) for its convenience with or without cause; (b) if Carrier breaches this Agreement including any of its

representations or warranties under the Agreement; or (c) if Carrier causes any personal injury or property damage to a third party. A wrongful termination for convenience shall be deemed a termination for convenience.

21. The rights and obligations under this Agreement are personal and may not be assigned, transferred, or sublet by Carrier to any other person, firm, or entity without Contractor's prior written consent. In the event that contractor provides such consent, then Carrier shall cause each of its assignees to bind itself to the terms of this Agreement.
22. Any failure by Contractor to assert a right or enforce a requirement under this Agreement shall not be deemed a waiver of that or any other right or requirement.
23. This Agreement shall be governed in all respects by Minnesota law.
24. Carrier acknowledges that it has had the opportunity to negotiate the terms of this Agreement, and agrees that the neither the terms of this Agreement shall be construed favorably of Carrier and against Contractor for any reason.
25. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
26. This Agreement constitutes the entire agreement and understanding between the parties, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties.

I hereby acknowledge that I have also received the following attachments:

1. Exhibit A – Minnesota Statutes
2. Exhibit B – Davis-Bacon and Related Acts & Wage & Payroll Requirements
3. Exhibit C – Broker Definition
4. Exhibit D – Responsible Contractor Act requirements (RCA)
5. Exhibit E – Company Information Form
6. Exhibit F – Certified Tare Weight Requirement
7. Exhibit G – W-9 Information
8. Exhibit H - Insurance Requirements
9. Exhibit I _ Safety Guidelines
10. Exhibit J - Work Zone Safety – Approved Vehicle Safety Lighting
11. Exhibit K – Use of Portable Electronic Devices
12. Exhibit L – Prohibited Communications
13. Exhibit M – North Dakota Registration and Sublet forms
14. Exhibit N – ND DOT EEO Affirmative Action Requirements
15. Exhibit O – CSI EEO Policy and listing of EEO Officer and DBE Officer
16. Exhibit P – FHWA 1273 – Federal Requirements
17. Exhibit Q – Appendix A & E of the Title VI Assurances
18. Exhibit R – Truck Rental Hours Paid Form

CENTRAL SPECIALTIES INC.
Contractor

By: _____

Its: _____

Phone: 320.762.7289

Carrier

By: _____

Title: _____

Phone: _____

Mobile: _____



GENERAL ROAD CONTRACTORS

ONLY OWNER/OPERATORS
RUNNING IN NORTH DAKOTA
RETURN THIS FORM.

North Dakota Department of Transportation

Owner/Operator Set-up Information Required

First Name:		Last Name:	
Address:			
Address:			
City:	State:	Zip:	
Last Four Digits of Social Security Number:			
Phone Number:			
E-Mail Address:			

ONLY NEEDED FOR COMPANIES RUNNING IN MINNESOTA.

RESPONSIBLE SUBCONTRACTOR VERIFICATION

The undersigned owner/officer of _____ (“Subcontractor”) hereby certifies that it complies with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3.

The lower-tier subcontractors that Subcontractor intends to retain for work on the Project are:

- _____
- _____
- _____

Subcontractor will obtain and submit signed verifications from each of its retained lower-tier subcontractors, confirming compliance with Minn. Stat. § 16C.285, subd. 3, within 14 days of retaining the subcontractors.

Dated: _____

Subcontractor

By: _____

Title: _____

Owner/Officer



MUST BE FILLED OUT COMPLETELY

**EXHIBIT E
CENTRAL SPECIALTIES INC.**

Company Name _____ Owner's Name: _____
 Mailing Address _____ Contact: _____
 City _____ State _____ Zip _____
 Business Phone: _____ Home Phone: _____ Cell Phone: _____
 Fax: _____ E-Mail: _____ U.S. DOT # _____ MN Swift ID # _____
 Please check all that apply: _____ I am an Owner/Operator _____ I have Hired Drivers working for my company _____ I have Owner/Operators hauling for my company
 _____ I am a Disadvantage Business Enterprise (DBE) _____ I am a Veteran Owned Business

Equipment & Driver List

Truck / Tractor						Trailer				Complete Unit			
Unit #	Make	Type (TT/Quad Dump/etc.)	Pro-Rate?	Tarp? Y or N		12 ft or Under?	Unit #	Make	Type (Belly/Side/End/etc.)	Tarp? Y or N		Tare Weight	Total # of Axles
			Y or N	Mesh	Vinyl	Y or N				Mesh	Vinyl		

Driver Name	Hired or O/O	O/O Company Name (if applicable)	ITO or MTO

(Please use additional sheet if necessary)

****Please fill out the following information depending on what your company classifies as:****

Owner/Operators (1 Truck)
 Truck/Unit #:
 US DOT #:
 License Plate #:
 Federal Tax ID #:

MN Tax ID #:

MTO (2+ Trucks or having hired drivers)
 US DOT #:
 Federal Tax ID #:
 MN Tax ID #:

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GENERAL ROAD CONTRACTORS

EXHIBIT M

RE: NORTH DAKOTA REGULATIONS

Below are the requirements for running on NDDOT projects:

SUBCONTRACTOR REGISTRATION REQUEST

All Subcontractors and Trucking companies MUST register every year with Construction Services. The Subcontractor Registration Application can be completed ONLINE at <http://dotnd.diversitycompliance.com> before you can start working in ND. Paper copy attached if you cannot complete it online. PLEASE RETURN FORM if completing by paper.

REQUEST TO SUBLET FORMS

Request to sublet will need to be signed and turned in BEFORE you can start work on a NDDOT project. Sublet attached. If Anthony dispatches you to an NDDOT project, please FILL OUT AND SIGN the attached sublet or download the Contractors Request to Sublet (link provided) [sfn05682m.pdf](#) (nd.gov) and email to trucking@centralspecialties.com.

If you have any questions when completing these forms, please contact Marlys @ 320.762.7289.

Thank you,

Marlys Kuehborn
Truck Rental Administration

6325 COUNTY ROAD 87 SW • ALEXANDRIA MN • 56308
PHONE: (320)762-7289 • FAX: (320)762-7290

AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

SUBCONTRACTOR REGISTRATION REQUEST

North Dakota Department of Transportation, Construction Services

SFN 52243 (Rev 10-2014)

Contractors who are not currently pre-qualified, certified as a DBE or registered as a subcontractor with NDDOT must submit this form prior to being approved as a subcontractor. Subcontractor registration expires on December 31 each year.

Company Name		Owner		
Address		City	State	Zip Code
Company Phone Number	Fax Number	E-Mail Address		
Type of Company (Corp. Partnership, Sole Owner)	Class and Number of ND Contractor's License		Age of Firm	

Type of Work to be Subcontracted

- | | |
|--|---|
| <input type="checkbox"/> Professional/Consulting Service | <input type="checkbox"/> Trucking |
| <input type="checkbox"/> Grading & Drainage | <input type="checkbox"/> Traffic Control |
| <input type="checkbox"/> Concrete Paving | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Asphalt Paving | <input type="checkbox"/> Manufacture/Supplier |
| <input type="checkbox"/> Structures/Buildings | <input type="checkbox"/> Other: _____ |

EQUIPMENT

List Equipment (Attach additional sheets, if necessary.)

EXPERIENCE

List the last five projects subcontracted and type of work subcontracted

Are you or your company currently disbarred from Federal Aid Contracts? Yes No

If yes, provide details on separate sheet.

The undersigned declare that all statements listed above are true.

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC (Signature)

(Notary Seal)

Name of Firm

By:

Signature

Title

CONTRACTOR'S REQUEST TO SUBLET

North Dakota Department of Transportation, Construction Services
SFN 5682 (3-2022)

PCN	Project Number	County																																																					
By signing this form, the prime contractor certifies that the subcontract contains all the applicable provisions and requirements of the prime contract with the North Dakota Department of Transportation.																																																							
Subcontractor		Contractor																																																					
Name		Name																																																					
Title		Title																																																					
Address		Address																																																					
City	State	ZIP Code																																																					
City	State	ZIP Code																																																					
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:		I hereby acknowledge that I have provided for or assured that the subcontractor has the following applicable provisions:																																																					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%; text-align: center;">Not</td> <td></td> </tr> <tr> <td style="text-align: center;">Applicable</td> <td style="text-align: center;">Applicable</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Labor Rates from Department of Labor</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Appendix A & E of the Title VI Assurances</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other Federal Aid provisions (i.e., Buy America, etc.)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>EEO Affirmative Action requirements</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Disadvantaged Business Enterprise Program Special Provision</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents</td> </tr> </table>		Not		Applicable	Applicable		<input type="checkbox"/>	<input type="checkbox"/>	Labor Rates from Department of Labor	<input type="checkbox"/>	<input type="checkbox"/>	Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto	<input type="checkbox"/>	<input type="checkbox"/>	Appendix A & E of the Title VI Assurances	<input type="checkbox"/>	<input type="checkbox"/>	Other Federal Aid provisions (i.e., Buy America, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	EEO Affirmative Action requirements	<input type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Program Special Provision	<input type="checkbox"/>	<input type="checkbox"/>	Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents	<table style="width:100%; 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Subcontractor Signature		Date																																																					
Contractor Signature		Date																																																					

Spec. No.	Item No.	Approx Qty	Unit	Work Description	Subcontract Amt

Subcontract Total

Approved:

Project Engineer Signature	Date	Percent Sublet This Request	Total Percent Sublet to Date
----------------------------	------	-----------------------------	------------------------------

Contractor: Submit original to the Engineer. Attach copy of executed subcontract.
Engineer: Submit to Construction Services.

**ONLY needed for companies planning to run in
Minnesota.**

Dear Independent Hauler:

Central Specialties, Inc. (CSI) is including this to inform you of MNDOT compliance requirements that have been established by the federal and state governments which apply to all prevailing wage jobs in MN. As the Prime Contractor, we are required to make sure you have a Swift ID and are a registered vendor with the state of MN.

MN DOT Labor Compliance is expiring vendors every 3 years. Please fill out the attached Trucking Entity Vendor Form with the required information.

You MUST have a Swift ID and be a registered vendor prior to hauling any materials for CSI in MN.

If you have any questions or are not sure of your vendor status, feel free to call me at 320-762-7289.

Thank you,

Marlys Kuehborn

Truck Rental Administration



Trucking Entity Type (check MTO or ITO):

MTO (Multiple Truck Owner / Broker)

<input type="checkbox"/> ITO (Independent Truck Owner/Operator) Operator Name: _____ Truck Type: _____ License Plate Number: _____ Truck/Unit Number: _____	Include a <u>COPY</u> of the items below 1. CDL (Commercial Driver's License) 2. Certificate of Liability Insurance 3. Title or Lease Agreement
---	--

Trucking Entity Identification Numbers:

Federal Tax ID Number: _____ OR (sole owner/proprietor) SSN _____

Federal USDOT Number: _____

MN SWIFT/Vendor Number: _____

MN Tax ID Number: _____ OR Exempt (refer to MN Revenue)

MN Secretary of State File #: _____ OR Exempt (refer to MN Secretary of State)

MN Unemployment Account #: _____ OR Exempt (refer to Sec. 268.035 MN Statutes)

MN Workers' Comp Policy #: _____ OR Exempt (refer to Sec. 176.041 MN Statutes)

Company Type: Corporation LLC Joint Venture Partnership Sole Proprietor/Independent Contractor

Company Certification(s): DBE TGB VET NONE

Trucking Entity Contact Information:

Company Full Legal Name: _____

Doing Business As (if different): _____

Street Address: _____ PO Box Number: _____ PO Box Zip Code: _____

City: _____ State: _____ Zip Code: _____ County: _____

Telephone Number: _____ Fax Number: _____

Company E-Mail Address _____ (for MnDOT emails)

Company Website Address (if applicable): _____

Trucking Entity Officers, Phone numbers, and Email Addresses:

Owner: _____ Email Address: _____

Phone Number: _____

Payroll Manager: _____ Email Address: _____

Phone Number: _____

DBE Compliance Officer: _____ Email Address: _____

Phone Number: _____

EEO Officer: _____ Email Address: _____

Phone Number: _____

Other (Name & Title): _____ Email Address: _____

Phone Number: _____

Signature:

I, the undersigned, attest that the information provided is truthful and accurate and that I'm a legal officer of the aforementioned company. By signing you are also acknowledging that you read the data privacy notice (also called a Tennessee Warning) page 3 of this document and found at <https://www.dot.state.mn.us/const/labor/forms.html#monthendtrucking>.

Name (print): _____ Signature: _____ Date: _____



EXHIBIT H-INSURANCE REQUIREMENTS AND REQUIRED ENDORSEMENTS

Carrier shall obtain, maintain, and pay for the insurance which is not less than the types and limits set forth below.

**** If you have anyone other than the owner driving the truck, you MUST have all of the coverage listed below under "HIRED DRIVERS".**

TYPE OF INSURANCE

LIMITS

HIRED DRIVERS:

Commercial General Liability –

Occurrence basis

Per-Project aggregate limits.

General Aggregate	\$1,000,000
Products-Comp./Op.Agg.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 5,000

- **MUST provide Contractor (CSI) a certificate of insurance and list contractor as additionally insured**
- **MUST Add a 30-day cancellation endorsement in favor of Central Specialties Inc.**
- **Carrier will provide Contractor a copy of the endorsement.**

Automobile – Any Auto, Hired Autos, non-owned autos

Combined Single Limits

\$1,000,000

- **MUST provide Contractor (CSI) a certificate of insurance and list contractor as additionally insured**
- **MUST Add a 30-day cancellation endorsement in favor of Central Specialties Inc.**
- **Carrier will provide Contractor a copy of the endorsement.**

Worker's Compensation and Employer's Liability

Each Accident	\$ 100,000
Disease--Policy Limits	\$ 500,000
Each Employee	\$ 100,000

- **North Dakota carries their own workers comp insurance thru Workforce Safety & Insurance. If working in North Dakota, you must purchase a policy thru them.**

OWNER / OPERATORS:

Automobile – Any Auto, Hired Autos, non-owned autos

Combined Single Limits

\$1,000,000

- **MUST provide Contractor (CSI) a certificate of insurance and list contractor as additionally insured**
- **MUST Add a 30-day cancellation endorsement in favor of Central Specialties Inc.**
- **Carrier will provide Contractor a copy of the endorsement.**

BROKERS – AS defined in EXHIBIT C:

- **Must provide a COI for each company driving for them.**
- **In addition, if that company has hired drivers we must also have proof of their worker's compensation.**

If you have any questions about insurance requirements, please call Chris Wittrock in the office 320-762-7289.

**The following attachments
are Exhibits referenced in
the hauling agreement.
Nothing to return.**

MINNESOTA STATUTES – EXHIBIT A

MN Statute 176.043 - TRUCKING & MESSENGER/COURIER INDUSTRIES; INDEPENDENT CONTRACTORS.

In the trucking and messenger/courier industries, an operator of a car, van, truck, tractor, or truck-tractor that is licensed and registered by a governmental motor vehicle agency is an employee unless each of the following factors is present, and if each factor is present, the operator is an independent contractor:

1. The individual owns the equipment or holds it under a bona fide lease arrangement;
2. The individual is responsible for the maintenance of the equipment;
3. The individual is responsible for the operating costs, including fuel, repairs, supplies, and vehicle Insurance and personal expenses. The individual may be paid the carrier's fuel surcharge and incidental costs, including, but not limited to, tolls, permits, and lumper fees;
4. The individual is responsible for supplying the necessary personal services to operate the Eq.
5. The individual's compensation is based on factors related to the work performed, such as a Percentage of any schedule of rates, and not on the basis of the hours or time worked
6. The individual substantially controls the means and manner of performing the services, in conformance with regulatory requirements and specifications of the shipper; and
7. The individual enters into a written contract that specifies the relationship to be that of an independent contractor and not that of an employee.

MN Statute 181.723 is regarding Workers' compensation and determining independent contractor and employee status.

There is a nine-factor test, an individual is considered an independent contractor only if they:

1. maintains a separate business with the individual's own office, equipment, materials and other facilities;
2. (i) holds or has applied for a federal employer identification number or (ii) has filed business or self-employment income tax returns with the federal Internal Revenue Service if the individual has performed services in the previous year;
3. is operating under contract to perform the specific services for the person for specific amounts of money and under which the individual controls the means of performing the services;
4. is incurring the main expenses related to the services that the individual is performing for the person under the contract;
5. is responsible for the satisfactory completion of the services that the individual has contracted to perform for the person and is liable for a failure to complete the services;
6. receives compensation from the person for the services performed under the contract on a commission or per-job or competitive bid basis and not on any other basis;
7. may realize a profit or suffer a loss under the contract to perform services for the person;
8. has continuing or recurring business liabilities or obligations; and
9. the success or failure of the individual's business depends on the relationship of business receipts to expenditures.

EXHIBIT B - NORTH DAKOTA

DAVIS-BACON and Related Acts, and Wage & Payroll Requirements- January 2019

Truck Owner-Operators

- 1) ALL Certified Payrolls must be entered on-line using the ND LCP Tracker system.
 - a. Go to www.lcptracker.com for information on how to get setup on this system.
 - b. Go to www.dot.nd.gov, under the Civil Rights Link for questions and more information related to this system.
- 2) Bona fide owner-operators of trucks **ONLY** are **NOT** covered under DBRA. However, if the prime contractor is using owner-operators for hauling on a federal-aid project or the **site of the work**, they **MUST** appear on either the prime contractor's or the subcontractor's weekly certified payrolls as:
 - a) Owner-operator's name and an individual identifying number (e.g., the last four digits of the owner-operator's social security number), with the notation **owner-operator** after the name.
 - b) Owner Operator Address
 - c) Phone number
 - d) Vehicle identification number or license plate number of the vehicle being driven.
 - e) Truck number being used on scale tickets and haul sheets.
 - f) Neither the hours worked nor the wages paid need be shown.
- 3) Owner-operators of other types of equipment are considered employees under DBRA. They **MUST** be paid **NOT** less than the appropriate Davis-Bacon wage, including applicable fringe benefits, and **MUST** be included on the prime contractor's or subcontractor's weekly certified payrolls showing the hours worked and the wages paid.
- 4) When on the **site of the work** of a federal-aid project, the actual owner-operator **MUST drive the truck at all times**. If, for any reason, he or she **DOES NOT** drive the truck, even for a short period of time, the replacement driver **MUST** be paid the appropriate Davis-Bacon wage, including applicable fringe benefits, and **MUST** appear on weekly certified payrolls showing the hours worked and the wages paid. They must receive a W-2 at the end of the year for these wages.

**These "Replacement Drivers" are considered employees and therefore you
MUST CARRY Workers Compensation to cover these employees.**

(See Exhibit C for Insurance Requirements)

- 5) The prime contractor is responsible for ensuring compliance with the labor standards provisions of the contract. This includes obtaining subcontracts and weekly certified payrolls as required, as well as monitoring and verifying the status of all truck owner-operators working on a federal-aid project or the **site of the work** either directly for the prime contractor or for its subcontractors. To determine bona fide owner-operator status, the prime contractor **MUST** request and verify the following:
 - a) Owner-operator's name.
 - b) Valid Commercial driver's license.
 - c) Vehicle registration in the owner-operator's name.
 - d) Current vehicle license number.
 - e) Truck number that will or is being used on scale tickets and haul sheets.
 - f) Copies of any signed lease or rental agreements for owner-operator trucks. The lease **MUST** be between the driver and a reputable dealership (i.e., Nelson International, Inc., Peterbilt of Fargo, Inc., W.W. Wallwork, etc.); **NOT** the driver and the prime contractor or the driver and a subcontractor on the project.

For ND Davis-Bacon and Related Acts (Prevailing) Wage Jobs, you need to enter your Compliance Report and Certified Payrolls utilizing the North Dakota, LCP-Tracker, web-based on-line system.

All Contractors on NDDOT federal-aid projects need to file weekly Certified Payroll, as required by the Davis-Bacon Act and Related Acts (DBRA). Any jobs that Certified Payrolls are required they need to be filed electronically through the LCP Tracker web-based program. LCP Tracker is a paperless online system for entering Certified Payrolls. Use of LCP tracker will eliminate Certified Payroll in paper form. All trucking companies are considered Sub-Contractors and therefore need to comply and use the new system. In order to file these payrolls, Contractors will need access to a computer and an internet connection.

When a CSI is awarded a contract for a federal-aid project with the NDDOT, we will receive notice through email and will set up a log-in and password with LCP Tracker. The NDDOT will be using the Prime Approver Module from LCP Tracker: CSI will setup all of the subcontractors in the LCP Tracker system. Each Subcontractor will enter their Certified payrolls and submit them electronically. CSI will review and approve all Certified Payrolls on a project, and submit these Payrolls electronically to the NDDOT for acceptance.

Information on LCP Tracker is available at www.lcptracker.com. Once a Contractor is set up with an account they may take advantage of self-guided online tutorials on www.lcptracker.net.

This Exhibit B does not contain all of the information necessary for compliance with the LCP Tracker system.

For further information on Certified Payroll and training go to the NDDOT Labor Compliance page at <https://www.dot.nd.gov/divisions/civilrights/laborcompliance.htm>

You can contact Dan Weaver, NDDOT LCP Tracker Administrator, at (701) 328-2605 with questions.

Upon starting a job:

If the job is a Prevailing wage job, CSI will provide Labor Rates from the Department of Labor.

EXHIBIT C

If your business situation is described below, you are acting as a “Broker” and are required to meet the requirements as outlined below:

If you are an Owner/Operator (O/O), and you have O/O’s running under your name.

If you are an O/O and you have Other Carriers that have Hired Drivers working under your name.

If you have ANY Sub-Tier Carriers with O/O running through you or, under your company name.

If you have any Sub-Tier Carriers that have Hired drivers running under your name.

NOTE: The companies you are brokering will be referred to below as “CARRIER”.

Contractor, Central Specialties Inc. (CSI) requires ALL Companies operating, as defined above as a “Broker”, must carry a Work Compensation Policy. This requirement includes O/O and/or if you have any Sub-Tier O/O or companies that have hired drivers. This is to protect you and CSI.

A Broker will be responsible to ENSURE that they have all of the required documentation for any Carriers and or Sub-Carriers that they hire as O/O. This documentation will include but not limited to their insurance, W-9 and any other State required information for O/O status, as per MN State Statutes 176.043 & 181.623, and the ND Davis Bacon Wage and payroll requirements issued January 2012. (See Exhibits A & B).

This will ensure the Brokerage House can provide proof that any Sub-Carriers they list as O/O’s are in compliance with the State requirements included in Exhibits A & B.

The Insurance requirements are defined on Exhibit H.



EXHIBIT D

Dear Independent Hauler:

This is a notification that for all Minnesota publicly funded projects; there are additional requirements for all of the trucking companies, related to the Responsible Contractor Act (RCA). This includes State, County, City, township and any project in MN with public funding.

According to the RCA, anyone working on the job site, INCLUDING truckers are considered a Sub-contractor. The only exception is a material hauler that DOES NOT dump materials on the job site. Therefore millings, class 5 and other materials, whether hauled to or from the job site, fall under this statute. This includes Owner/Operators as well as hired drivers, and both prevailing and non-prevailing wage jobs.

To comply with the RCA, Annually you must sign and return to CSI a "Responsible Subcontractor Verification," verifying compliance with Minn. Stat. § 16C.285.

We have attached the Responsible Contractor Act Statute as set forth under Minn. Stat. § 16C.285 and a sample of the Verification form that you MUST complete to haul on projects in Minnesota. This form must be signed by a corporate officer.

If at any point during the year you become a NON Responsible Contractor you are required to IMMEDIATELY notify CSI in writing of your NON Compliance.

You will not be allowed to haul on any publicly funded jobs in Minnesota without meeting the statutory requirements, including submitting the required verification to the CSI office.

If you have any questions please contact Marlys Kuehborn at 320-762-7289.

Sincerely:

Marlys Kuehborn

Truck Rental Administration

16c.285 RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.

Subdivision 1. Definitions. (a) For purposes of this section, the terms defined in this subdivision have the meanings given them.

(b) "Construction contract" means a contract or subcontract of any tier for work on a project.

(c) "Contractor" means a prime contractor or subcontractor or motor carrier, and does not include a design professional or a material supplier. A "design professional" is a business or natural person retained to perform services on the project for which licensure is required by section 326.02. A "material supplier" is a business or natural person that supplies materials, equipment, or supplies to a subcontractor or contractor on a project, including performing delivery or unloading services in connection with the supply of materials, equipment, or supplies; provided, however, that a material supplier does not include a natural person or business that delivers mineral aggregate such as sand, gravel, or stone that is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

(d) "Contracting authority" means a state agency, the Minnesota State Colleges and Universities, the University of Minnesota, the Metropolitan Council, the Metropolitan Airports Commission, or a municipality that enters into a construction contract or authorizes or directs entering into a construction contract.

(e) "Motor carrier" means a business or natural person providing for-hire transportation of materials, equipment, or supplies for a project.

(f) "Municipality" means a county, town, home rule charter or statutory city, school district, housing and redevelopment authority, port authority, economic development authority, sports facilities authority, joint powers board or organization created under section 471.59 or other statute, special district, instrumentality, drainage authority, watershed district, destination medical center corporation, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

(g) "Prime contractor" means a vendor that submits a bid or proposal or otherwise responds to a solicitation document of a contracting authority for work on a project or is awarded a construction contract by a contracting authority for work on a project. A prime contractor includes a construction manager for purposes of this section.

(h) "Principal" means an owner holding at least a 25 percent ownership interest in a business.

(i) "Project" means building, erection, construction, alteration, remodeling, demolition, or repair of buildings, real property, highways, roads, bridges, or other construction work performed pursuant to a construction contract.

(j) "Related entity" means:

(l) a firm, partnership, corporation, joint venture, or other legal entity substantially under the control of a contractor or vendor,

(2) a predecessor corporation or other legal entity having one or more of the same principals as the contractor or vendor;

(3) a subsidiary of a contractor or vendor;

(4) one or more principals of a contractor or vendor; and

16c.285

(5) a person, firm, partnership, corporation, joint venture, or other legal entity that substantially controls a contractor or vendor.

(k) "Solicitation document" means an invitation to bid, bid specifications, request for proposals, request for qualifications, or other solicitation of contractors for purposes of a construction contract.

(l) "Subcontractor" means a vendor that seeks to enter into a subcontract or enters into a subcontract for work on a project.

(m) "Vendor" means a business, including a construction contractor or a natural person, and includes both if the natural person is engaged in a business.

Subd. 2. Responsible contractor required. (a) A contractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a construction contract as the lowest responsible bidder or the vendor or contractor offering the best value as provided in section 16C.28, 103D.81 1, 103E.505, 1 16A.13, 123B.52, 160.17, 160.262, 161.32, 161.3206, 161.3209, 161.38, 162.17, 365.37, 374.13, 375.21, 383C.094, 412.311, 429.041, 4581).21, 469.015, 469.068, 469.101, 471.345, 473.4057, 473.523, 473.652, 473.756, 473J. 11, or any of their successor provisions.

(b) This section applies to publicly owned or financed projects where the contracting authority's construction contract with the prime contractor is estimated to exceed \$50,000 and is awarded pursuant to a lowest responsible bidder selection method or a best value selection method as provided in paragraph (a). The amount of any tax increment financing must be excluded in determining whether a construction contract exceeds \$50,000. A subcontractor or motor carrier must meet the minimum criteria in subdivision 3 to be eligible to be awarded a subcontract on a project regardless of the value of the subcontract.

(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.

Subd. 3. 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:

(l) 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, 181.13, 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;

(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).

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.

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).

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.

16c.285

Subd. 6. Additional criteria. Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

Subd. 7. Implementation. The definition of responsible contractor, as defined in subdivision 3, or a statement that the term responsible contractor as used in the solicitation document means a contractor as defined in subdivision 3, shall be included in the solicitation document for all projects covered by this section. The solicitation document for any project shall state that 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. The solicitation document shall provide that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor or motor carrier that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. The solicitation document shall state that a prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to subdivision 3, clause (7).

Subd. 8. Effective date. This section is effective January 1, 2015, and shall apply to all construction contracts entered into based on solicitation documents issued on or after that date.

History: 2014 c 253 s 1; 2015 c 64 s 1-8



G E N E R A L R O A D C O N T R A C T O R S

EXHIBIT F

Certified Tare Weight Requirement:

We are requiring all trucks to get a certified tare weight and have it on file in your trucks.

Please have your trucks full of fuel so the tares are accurate and fill in the tare weights along with the truck information on the Company Information sheet. We need this to update our systems.

All rentals pulling for Central Specialties Inc. are required to provide this information annually or anytime they acquire new trucks / trailers or if you switch combinations.

Thank you.

Sincerely,

Anthony Page



EXHIBIT I – SAFETY GUIDELINES - INDEPENDENT HAULERS

The following safety policies and other safety procedures directed by supervisors must be observed at all times. The safety and health of our employees is a primary concern and it is your responsibility to make safety a part of your job as well. **Independent Haulers will be fully responsible for all OSHA citations and penalties incurred as a result of their failure to comply with all OSHA Acts, Rules, and Regulations.**

HAZARD RECOGNITION AND AVOIDANCE

- Authorization is required to drive on roads other than those related to your assignment
- The transportation, storage, and use of alcohol, drugs, and/or firearms are prohibited on our property and/or projects
- All drivers must meet all Federal and State license requirements, as well as DOT requirements
- Seatbelts must be worn in all vehicles and on all mobile equipment
- Obey all traffic control signs and patterns
- Maximum speed on pit property is 15 mph, unless otherwise posted
- Use caution when driving around high walls, stockpiles, and plant equipment; equipment has the right-of-way over vehicles
- Never take short-cuts; follow designated traffic routes and Park only in designated areas
- Always load from the driver's side
- All maintenance will be performed at designated areas only
- When waiting to unload/load in traffic zone, park out of the way and apply flashers, remain in your vehicle.
- Remain in your vehicle at all times in the crusher and load out areas
- Never walk under suspended loads or equipment
- Use three points of contact when mounting or dismounting equipment
- When backing, use extreme caution; use a spotter when possible to assist
- Observe all NO SMOKING areas where flammables exist
- Be alert for road crew personnel and slow moving traffic on projects
- Stay clear of power lines. If contact occurs, stay in vehicle until help arrives
- When waiting to unload/load in traffic control zone, park out of the way and apply Flashers. You must remain in your vehicle.
- The Contractor or his employee shall not permit any passenger to exit the vehicle while on CSI property or projects.
- It is expressly agreed and understood that the Contractor accepts complete responsibility for any person operating or traveling in the Contractor's vehicle(s). This responsibility includes but is not limited to, any accident, claim or incident caused by an action, in action or omission whether it is deliberate, accidental or through negligence.

PERSONAL PROTECTIVE EQUIPMENT

- High visibility, reflective, ANSI/ISEA 107-1999 Class 2 Safety vests must be worn at all times on all CSI job sites.
- Proper clothing is required on all projects – long pants and shirts are required - no shorts, tube tops or tank tops, no sandals or open-toed shoes allowed.
- Hard hats, safety glasses, and safety vests are required at all times in the crusher, at load out areas, and in construction zones when you leave your truck.

EMERGENCY PROCEDURES

- In case of emergency, follow the directions of the area supervisor
- Report any injury or accident to the area supervisor immediately
- If not involved in an accident or injury, stay clear of the area
- Know the emergency phone number: 911

ACCIDENT REPORTING PROCEDURES

ANY ACCIDENT OR INJURY INVOLVING YOU OR YOUR DRIVERS WHILE WORKING FOR CSI MUST BE REPORTED IMMEDIATELY TO THE ON-SITE SUPERVISOR & WITHIN 24 HOURS TO CSI SAFETY DEPARTMENT.

- Reports not received within 24 hours will not be considered.
- Reports must include a date, time, location, written description of the incident and photographs of damage.
- CSI is not responsible for filing claims with your insurance carrier.
- CSI will not be liable for any lost time incurred by the Contractor.

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AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Work Zone Safety

EXHIBIT J

Vehicle Safety Lighting Specification

Worker Memorial

"To honor those who lost their lives while working to construct and maintain highway projects across the state of Minnesota."

- About Memorial

All Contractors', subcontractors' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE specifications. This would include closed roads that are open to local traffic only. This also includes any vehicle which enters the traveled roadway at any time.

The SAE specification requirements are as follows:

- 360 Degree Rotating Lights - SAE Specification J845
- Flashing Lights - SAE Specification J595
- Flashing Strobe Lights - SAE Specification J1318

Lights shall be mounted so that at least one light is visible at all times when viewed from a height of 3.5 feet and from a 60 foot radius about the equipment. In order to meet the 360 degree at 60 foot radius requirements supplemental lighting may be used in addition to the lights on the Approved Products List. All supplemental lights must be SAE Class 1 certified. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the Department. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Contractor shall equip their vehicles with lights that are on the Approved Products List which can be found at: <http://www.dot.state.mn.us/products/vehiclighting/index.html>.



EXHIBIT K

Use of Portable Electronic Devices

Federal Policy:

The FMCSA prohibits commercial drivers from using a hand-held mobile telephone while operating a commercial motor vehicle. Drivers who violate this restriction will face federal civil penalties up to \$2,750 for each offense and disqualification from operating a commercial motor vehicle for multiple offenses. Additionally, states will suspend an individual's commercial driver's license (CDL) after two or more serious traffic violations. Commercial truck and bus companies that allow their drivers to use hand-held cell phones while driving will face a maximum penalty of \$11,000

§ 392.82 Using a hand-held mobile telephone.

- (a) (1) No driver shall use a hand-held mobile telephone while driving a CMV.
(2) No motor carrier shall allow or require its drivers to use a hand-held mobile telephone while driving a CMV.
- (b) Definitions. For the purpose of this section only, driving means operating a commercial motor vehicle on a highway, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary.
- (c) Emergency exception
Using a hand-held mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services.

Central Specialties Policy:

Business Related Use of Portable Electronic Devices

Unless necessary for work purposes, Independent Haulers should generally not be engaged in reading or sending e-mails, text messaging, instant messaging, or accessing the Internet from their cell phones or other wireless devices while performing work for Central Specialties Inc.

- Independent Haulers engaged in operating a commercial motor vehicle or equipment are to refrain from dialing outgoing business calls or answering incoming business calls, regardless of whether the device is owned by the Driver or the Owner Operator, unless a voice activated feature or a hands-free device is used, and the call can be initiated by touching a single button, or they are in a "Not Driving" status.
- Independent Haulers engaged in operating a commercial motor vehicle or equipment **SHALL NOT:**
 - Respond to texts/email
 - Send or view text messages/email
 - Enter a pass code
 - View missed calls
 - Access or view any other data or images
- Independent Haulers are permitted to make a 911 call in an emergency situation while operating a vehicle or equipment. If practical and safe the operator shall stop driving before initiating the 911 call.

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AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



GENERAL ROAD CONTRACTORS

EXHIBIT L Prohibited Communications

CSI strives to maintain a workplace free of harassment and one that is sensitive to the diversity of its workforce, customers, and public. We also understand that Cell Phone and CB Radio usage may be necessary to aid in the performance of work however please be advised that CSI prohibits the use of CB Radios and Cell Phones in ways that are disruptive, offensive to others, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale. For example, the transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, gender-specific comments, off-color jokes, or anything that may be construed as harassment or disrespectful to others.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in adverse action with regard to our relationship:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Sending or posting confidential material, trade secrets, or proprietary information outside the organization
- Sending or posting messages or material that could damage the organization's image or reputation
- Sending, viewing or exchanging pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Refusing to cooperate with a security investigation or obstructing a security investigation
- Jeopardizing the security of the organization's electronic communications system
- Sending or posting messages that disparage another organization
- Passing off personal views as representing those of the organization
- Sending anonymous phone or CB communications or e-mail messages
- Engaging in any other illegal activities
- Engaging in any other activity determined by CSI to be inappropriate or unacceptable

Cell phones and CB radios must also only be used consistent with the precautions described in the CSI Cell Phone Policy Manual, and cannot be used in any manner which might put the operator or the public at risk. These limitations apply to any cell phone and CB radio usage, regardless of whether the cell phone or CB radio is provided by CSI, the contractor, or the driver.

Please distribute this message to drivers working for your company and make sure that they understand their responsibility to comply with this policy.

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AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
EEO AFFIRMATIVE ACTION REQUIREMENTS**

March 15, 2014

Bidders shall become familiar with the following requirements and be prepared to comply in good faith with all of them:

APPENDIX A

Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

- a. Goals for Female Participation in Each Trade – Statewide 6.9%
- b. Goals for Minority Participation in Each Trade by County:
 - Barnes, Cass, Dickey, Eddy, Foster, Griggs, LaMoure, Logan, McIntosh, Ransom, Richland, Sargent, Steele, Stutsman, Traill 0.7%
 - Grand Forks 1.2%
 - Benson, Cavalier, Nelson, Pembina, Ramsey, Towner, Walsh 2.0%
 - Burleigh, Morton 0.4%
 - Adams, Billings, Bowman, Dunn, Emmons, Golden Valley, Grant, Hettinger, Kidder, Mercer, Oliver, Sheridan, Sioux, Slope, Stark, Wells . . . 1.3%
 - Bottineau, Burke, Divide, McHenry, McKenzie, McLean, Mountrail, Pierce, Renville, Rolette, Ward, Williams 4.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a),

and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall notify the Office of Federal Contract Compliance Programs, in writing, within ten working days of award of any subcontract in excess of \$10,000. The notification shall include the name, address, and telephone number of the subcontractor and their employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

Notification should be sent to:

U.S. Department of Labor/ESA
OFCCP
Denver District Office
1244 Speer Boulevard
Denver, Colorado 80202
Phone: 720-264-3200
Fax: 720-264-3211

4. As used in this "Notice" and in the contract for this project, the "covered area" is the State of North Dakota.

APPENDIX B

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the proposal 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:

- (1) Black (all persons having origins in any of the Black African racial groups, not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
 - (3) 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
 - (4) 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 of community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the proposal from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in 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 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted

in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor. (Training programs approved by the North Dakota Department of Transportation are recognized by the U.S. 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 shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all Foremen, Superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources; provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to

the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing it with the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female 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 female employees to recruit other minorities and women, and where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring

all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and Company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and Suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all Supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligation.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor- union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female 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 a defense for the Contractor's noncompliance.
9. Goals 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 minorities, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termina-

tion, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the Company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



GENERAL ROAD CONTRACTORS

NOTICE

Date: January 19, 2024

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Central Specialties, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or gender identity, familial status, marital status, age, national origin, disability, lawful activity or public assistance. Such action shall include, but not be limited to the following:

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,
PREAPPRENTICESHIP, AND/OR ON-THE-JOB TRAINING.

We ask and expect that all subcontractors, vendors, and material suppliers, where applicable, will comply with the Equal Employment Opportunity requirements as outlined in the Civil Rights Act of 1964 and Executive Order 11246.

POLICY MAKING OFFICER


(Signature)

Jarrod Felton
(Name)

President
(Title)

6325 COUNTY ROAD 87 SW • ALEXANDRIA MN • 56308
PHONE: (320)762-7289 • FAX: (320)762-7290

AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



NOTICE

Date: January 19, 2024

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Tiffany Marthaler is appointed the Equal Employment Opportunity (EEO) Officer for Central Specialties, Inc. The EEO Officer will handle all complaints alleging discrimination on the basis of race, color, religion, sex, sexual orientation or gender identity, familial status, marital status, age, national origin, disability, lawful activity or public assistance.

This company will abide by the provisions of the Civil Rights Act of 1964 and Executive Order 11246 relating to Equal Employment Opportunity. Anyone who believes he or she has been discriminated against should report this fact promptly to the company EEO Officer.

Tiffany Marthaler may be reached by calling the company office in Alexandria, Minnesota, telephone (320) 762-7289, or at their home in Alexandria, Minnesota, telephone (320) 808-7097.

DISADVANTAGED BUSINESS ENTERPRISE OFFICER

Ross Larson is appointed the Disadvantaged Business Enterprise (DBE) Officer for Central Specialties Inc.

This company will abide by the Disadvantaged Business Enterprise special provision contained in all federally-aided highway construction contracts awarded by the North Dakota Department of Transportation.

Ross Larson may be reached by calling the company office in Alexandria, Minnesota, telephone (320) 762-7289 or at their home in Alexandria, MN, telephone (701) 200-1659.

POLICY MAKING OFFICER


(Signature)

Jarrod Felton

(Name)

President

(Title)

Equal Employment Opportunity (EEO) Policy

The EEO policy must be signed by the CEO/President or Board Chairperson and then included in the Affirmative Action Plan and posted at all worksites.

Business Name	Central Specialties, Inc	Date	1/19/2024
EEO Official, Name	Tiffany Marthaler	EEO Official, Title	Human Resources Director
EEO Official Phone Number	320-808-7097	EEO Official Email Address	tiffany@centralspecialties.com

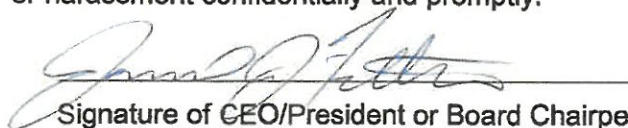
This is to affirm our policy of providing equal employment opportunities to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of federal, state, and local governing bodies or agencies.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance. We will take affirmative steps to ensure that all our employment practices are free of discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities whenever possible.

We will evaluate the performance of management and supervisory personnel based on their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all employees are expected to perform their job responsibilities in a manner that supports equal employment opportunities.

I have appointed the above-named EEO Official to manage the Equal Employment Opportunity (EEO) program. This person's responsibilities include monitoring all EEO activities and reporting the effectiveness of the business' Affirmative Action program as required by law. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Plan and information related to our EEO program during normal business hours. Please contact the EEO Official for further information.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact either the EEO Official or any other management representative, including me. We will take immediate action to investigate and address allegations of discrimination or harassment confidentially and promptly.


Signature of CEO/President or Board Chairperson

President & CEO

Title

Jarrod Felton

First and Last Name (Please print)

1/19/2024

Date

**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. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 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 journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract 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 (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 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. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

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 200.326.

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 200.326.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) 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;

(b) 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

(c) 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)

2. 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.

EXHIBIT Q

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



GENERAL ROAD CONTRACTORS

Exhibit R

How the hours are paid on rental slips:

- Start time is when you get your first load of the day.
- Stop time is paid back to where you start.

Hold times:

- If loaded, time will be paid.
- Not loaded or released by the supervisor, time will not be paid.

Make sure to adjust hold times accordingly in the total hours on the rental slips before the foreman signs your rental slip.

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AN EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER