BLUE EARTH COUNTY HIGHWAY DEPARTMENT
35 MAP DRIVE, MANKATO, MINNESOTA 56001

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

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 1:30 O'CLOCK P.M. ON JULY 8, 2011

PROPOSAL OF _____
(NAME OF FIRM)

_____
(ADDRESS)

_____
(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

STATE PROJECT NO. **S.P. 07-612-19**

MINNESOTA PROJECT NO. STPX 0711 (249)

LOCATION: Between CSAH 17 and CSAH 3

TYPE OF WORK: Bridge Ramps Grading & Pond Excavation

LENGTH: 0.269 Miles

STARTING DATE: See Special Provisions

COMPLETION DATE: See Special Provisions

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

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

Alan Rosley

License Number 14720 Date: 13 June 11

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

To Blue Earth County Board of Commissioners:
According to the advertisement of Blue Earth County inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor/Clerk of Blue Earth County:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

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

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars ($5,000,000.00), or if the contract is in excess of five million dollars ($5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Blue Earth County.

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

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

(I)(We) assign to Blue Earth County all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING
Appendix C to Part ___ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

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

"Covered Federal action" means any of the following Federal actions:
(1) The awarding of any Federal contract;
(2) The making of any Federal grant;
(3) The making of any Federal loan;
(4) The entering into of any cooperative agreement; and,
(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, load, or cooperative agreement.
Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

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

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

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
  (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
  (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

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

(ii) Professional and Technical Services by Own Employees.

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

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

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

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

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

(iii) Reporting for Own Employees.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

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

(End of Clause)

BILLING CODE 3110-01-M

NOTICE TO BIDDERS

SUSPENSIONS/DEBARMENTS

May 11, 2011

DEPARTMENT OF TRANSPORTATION

NOTICE OF SUSPENSION

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be suspended effective December 28, 2009, until final disposition of the hearing or hearing appeal:

Riley Bros. Companies Inc. and its affiliates, Morris MN
Riley Bros. Construction Inc. and its affiliates, Morris MN
Riley Bros. Properties, LLC, and its affiliates, Morris MN
Riley Bros. Utilities, Inc. dba/Chris Riley Utilities, Inc. and its affiliates, Morris MN

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be debarred for a period of three (3) years effective February 24, 2010 until February 24, 2013:

Joseph Edward Riley, Morris, MN
John Thomas Riley, Morris, MN

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be debarred for a period of three (3) years effective March 25, 2011 until March 25, 2014:

Philip Joseph Franklin
Franklin Drywall Inc. and its affiliates, Little Canada, MN
Master Drywall Inc. and its affiliates, Little Canada, MN

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

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

DEPARTMENT OF ADMINISTRATION

The Department of Administration in accordance with Minnesota Rules 1230.1150 has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract.

NAME	DATE OF DEBARMENT
Joseph Edward Riley East 7th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
John Thomas Riley East 7th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Riley Bros. Construction, Inc. East 7th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Riley Bros. Companies Inc. East 7th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Polyphase Electric Company 2515 West Superior Street Duluth, MN 55816-0151	May 5, 2010 Through May 5, 2012
Frances Harkonen 2515 West Superior Street Duluth, MN 55816-0151	May 5, 2010 Through May 5, 2012

Minnesota Rules Part 1230.1150, Subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment. This list can be found at: http://www.mmd.admin.state.mn.us/debarredreport.asp

NOTICE TO BIDDERS

TRAFFIC CONTROL
PREVAILING WAGE COVERAGE

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

Non-covered Supplier Designated Duties:

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

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

1. Supply and delivery of traffic control devices such as barricades, cones, barrels, flashers and signboards.

2. Routine and periodic maintenance service (usually once a week).

3. Removal of equipment from job site.

4. In connection with delivery, they may drop the equipment at a central stockpile location or at various locations along the project. Employees of company may set-up the equipment as long as such set-up is by dropping barrels and cones from the back of a moving truck.

5. Maintenance would consist of inspecting and cleaning the equipment, replacing broken or lost equipment, replacing barricades knocked down or out of line, and changing light bulbs and barricades.

6. If an employee spends more than 20% of their workweek performing the above duties on a Davis-Bacon (Federal-Aid) project or other Davis-Bacon (Federal-Aid) projects, prevailing wage rates would apply for the time so spent.

Covered Contractor or Subcontractor Duties:

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

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

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

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

NOTICE

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

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

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

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

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

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

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

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

- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by any Federal department or agency;

- have not within the three-year period preceding this proposal been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;

- are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above-enumerated offenses;

- have not within a three-year period preceding this application/proposal had one or more transactions (Federal, State, or local) terminated for cause or default.

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

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

FEDERALLY FUNDED CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR
February 1, 2006

I. PREAMBLE

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

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

II. DEFINITIONS[2]

A. **Contract**: The written agreement between the contracting authority and the prime contractor setting forth their obligations, including, but not limited to, the performance of the work, the furnishing of labor and materials, the basis of payment, and other requirements contained in the contract documents.

B. **Contracting Authority**: The political subdivision, governmental body, board, department, commission, or officer making the award and execution of contract as the party of the first part.

C. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.[3]

D. **Department**: The Department of Transportation of the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the contract work within its jurisdiction.

E. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.

F. **Independent Truck Owner/Operator (ITO)**: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity that provides construction services to a public works project.[4]

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

H. **Plan**: The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the work to be done.

I. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

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[1] Minnesota Statute 177.41
[2] MN/DOT Standard Specifications for Construction, Section 1103
[3] Minnesota Statute 177.44, Subdivision 1
[4] Minnesota Rules 5200.1106, Subpart 7(A)
[5] Minnesota Rules 5200.1106, Subpart 5(A)

J. **Project**: The specific section of the highway, the location, or the type of work together with all appurtenances and construction to be performed under the contract.

K. **Second Tier Subcontractor**: An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.

L. **Special Provisions**: Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

M. **Specifications**: A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

N. **Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor or subcontractor sublets part of the contract.

O. **Substantially In Place**: Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.[6]

P. **Trucking Broker**: An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided and making payment to the providers for the services.[7]

Q. **Trucking Firm/Multiple Truck Owner (MTO)**: Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.[8]

R. **Work**: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract upon the contractor. Also used to indicate the construction required or completed by the contractor.

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

A. These provisions shall apply to this contract, which is funded in whole or in part with federal funds[9] and state funds.[10]

B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.[11]

C. The provisions established in this document do not necessarily represent all federal, state, and local laws, ordinances, rules and regulations. It is the responsibility of the prime contractor to inform itself and all subcontractors about other regulations that may be applicable to this contract.

D. The prime contractor is responsible to ensure that each subcontractor performing work under this contract receives copies of all required contract provisions.[12] These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.[13]

E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules[14], along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

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[6] Minnesota Rules 5200.1106, Subpart 5(C)
[7] Minnesota Rules 5200.1106, Subpart 7(C)
[8] Minnesota Rules 5200.1106, Subpart 7(B)
[9] 29 CFR Part 5.5(a)
[10] Minnesota Statute 177.41
[11] Minnesota Statute 177.44, Subdivision 1
[12] 29 CFR Part 5.5(a)(6)
[13] Minnesota Statute 177.44, Subdivision 5

F. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis.[15] Therefore, the department shall provide enforcement in a manner consistent with the decision notwithstanding any prior notices on the subject.

G. For additional information refer to: www.dot.state.mn.us/const/labor/.

IV. PAYROLLS AND STATEMENTS

A. Each week, in which work was performed under this contract, all contractors shall submit a payroll statement to the department.[16] Each statement shall be submitted within seven days after the regular payment date of the payroll period.[17] Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:[18]

1. Contractor's name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages paid to each employee.

B. Payroll records may be submitted in any form provided it includes all the information contained in **Subpart A (1 - 11)** of this section.[19] However, contractors needing a payroll form may utilize the "front side" of the **U.S. Department of Labor's, WH-347 - Payroll Form**. This form is available by visiting the Labor Compliance website.[20]

C. All payroll records must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**.[21]

D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed.[22]

E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued.[23]

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[14] Minnesota Rules 8820.3000, Subpart 2
[15] Minnesota Court of Appeals Case Number: C6-97-1582
[16] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)
[17] 29 CFR Part 3.4(a)
[18] Minnesota Rules 5200.1106, Subpart 10
[19] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)
[20] www.dot.state.mn.us/const/labor/
[21] Minnesota Rules 5200.1106, Subpart 10
[22] 29 CFR Part 5.5(a)(6)
[23] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(a)

F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate detailed earnings statement.[24]

G. Upon request from the U.S. Department of Labor (U.S. DOL), Federal Highway Administration (FHWA), Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.[25]

H. At the department's discretion, the project engineer may administer the submission of payroll records according to MN/DOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the **MN/DOT Contract Administration Manual, Section A(4)(d)**. The program has not been approved for federal-aid contracts administered by local units of government and will not be allowed for such contracts. However, the program may be utilized for local state-aid contracts.

I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT).**

V. WAGE RATES

A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the U.S. DOL federal general decision(s) and the MN/DLI state prevailing wage determination(s) incorporated into and found elsewhere in this contract, **whichever is greater**. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project and for the appropriate classification of labor.

1. Federal building, heavy and highway general decisions are specific to the county in which the construction work is being performed; a decision does not cross county or state lines.[26] If a project extends into more than one county or state, the applicable wage decision for each county or state shall be incorporated into and found elsewhere in this contract.

2. State highway and heavy wage determinations are specific to ten separate regions throughout the state of Minnesota. If a project extends into more than one region, the applicable wage decision for each region shall be incorporated into and found elsewhere in this contract.

   a. If this contract contains multiple highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rates.[27]

3. State commercial wage determinations are specific to the county in which the construction work is being performed. If a project extends into more than one county, the applicable wage determination for each county shall be incorporated into and found elsewhere in this contract.

   a. If this contract contains multiple commercial wage determinations, there shall be only one standard of hours of labor and wage rates.[28]

B. Wage rates listed in the federal and/or state wage determination(s) contain two components: the hourly basic rate and the fringe rate; together they equal the total prevailing wage rate. A

[24] Minnesota Statute 181.032
[25] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[26] 29 CFR Part 1.7(a)
[27] Minnesota Statute 177.44, Subdivision 4
[28] Minnesota Statute 177.44, Subdivision 4

contractor shall compensate a worker at a minimum, a combination of cash and fringe benefits equaling the total prevailing wage rate.[29]

C. The applicable certified wage decisions incorporated into and found elsewhere in this contract remain in effect for the life of this contract. The wage decisions do not necessarily represent the workforce that can be obtained at the rates certified by the U.S. DOL or MN/DLI. It is the responsibility of the prime contractor and any subcontractor to inform themselves about local labor conditions and prospective changes or adjustments to the wage rates. No increase in this contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.

D. A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U.S. DOL or MN/DLI is less than the worker's normal hourly wage.[30]

E. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.[31]

1. In situations where a delay may exceed twenty consecutive minutes and the contractor requires a worker to remain on the premises or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"[32] and shall be compensated in accordance with **Subpart B** of this section, unless the worker is allowed or required to leave the project site.

F. A contractor making payment to an employee, laborer, mechanic, worker, or truck owner-operator shall not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.[33]

G. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.[34]

VI. BONA FIDE FRINGE BENEFITS

A. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan or program, without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health and life insurance.[35]

B. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than funded by contributions made to a trustee, third person, fund, plan or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday plans, vacation plans and sick plans.[36]

C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:[37]

1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;

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[29] Minnesota Statute 177.42, Subdivision 6
[30] Minnesota Statute 181.03, Subdivision 1(2)
[31] Minnesota Rules 5200.0120,Subpart 1
[32] Minnesota Rules 5200.0120, Subpart 2
[33] Minnesota Rules 5200.1106, Subpart 6
[34] Minnesota Statute 177.44, Subdivision 6
[35] 29 CFR Parts 5.26 and 5.27
[36] 29 CFR Part 5.28
[37] 29 CFR Part 5.23

2. are legally enforceable;
3. have been communicated in writing to the employee; and
4. are made available to the employee once he/she has met all eligibility requirements.

D. No credit shall be allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.[38]

E. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of fringe benefit records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.[39]

F. In addition to the requirements set forth in **Subpart C** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state fringe benefit regulations that may be applicable to this contract.

G. Contractors shall submit a completed and signed **MN/DOT, 21658 - Statement of Compliance Form,** identifying any fringe contributions made on behalf of a worker.[40] The form must be submitted in accordance with section **IV (PAYROLLS AND STATEMENTS), Subparts A and C.**

H. Pursuant with ***Minnesota Statute 181.74, Subdivision 1***, a contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions may be guilty of a gross misdemeanor. A contractor found in violation of the above-mentioned statute shall compel the department to take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT).**

VII. OVERTIME

A. A contractor shall not permit or require a worker to work in excess of 40 hours per week unless the worker is compensated at a rate not less than 1-1/2 times the basic hourly rate as determined by the United States Secretary of Labor.[41]

B. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic hourly rate of pay.[42] The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.[43]

C. In addition to the requirements set forth in **Subparts A and B** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state overtime regulations that may be applicable to this contract.

VIII. LABOR CLASSIFICATIONS

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

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[38] 29 CFR Part 5.29(f)
[39] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[40] Minnesota Rules 5200.1106, Subpart 10
[41] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 7
[42] Minnesota Statute 177.44, Subdivision 1
[43] Minnesota Statute 177.42, Subdivision 4
[44] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

1. Prior to performing work under this contract, all contractors shall review the federal general decision and complete a **U.S. DOL, SF-1444 - Request for Authorization of Additional Classification and Wage Rate Form** for any labor classification missing from the decision and submit it to the MN/DOT Labor Compliance Unit for processing.[45]

2. If a contractor cannot determine an appropriate job classification, state law requires that the worker be assigned a job classification that is the "same or most similar".[46] Contractors should refer to the Master Job Classification List[47] to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MN/DOT Labor Compliance Unit.

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN

A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements[48] for the classification of work performed and shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**. In order to ensure compliance, the department may examine the subcontract agreement to determine if the bid price submitted covers the applicable prevailing wage rate for the number of hours worked, along with other records, deemed appropriate by the department.[49]

B. Pursuant with state regulations, owners, supervisors and foreman performing work under the contract[50] shall be compensated in accordance with section **V (WAGE RATES)**. Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

C. Pursuant with federal regulations, the contract labor provisions do not apply to owners, supervisors or foreman whose duties are primarily associated with bona fide administrative, executive or clerical positions. These individuals are not deemed to be laborers or mechanics.[51]

1. However, working owners, supervisors and/or foreman who devote more than 20 percent of their time during a workweek to laborer or mechanic duties are considered laborers or mechanics for the time so spent and are subject to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

X. APPRENTICES, TRAINEES AND HELPERS

A. An apprentice is not subject to the federal and/or state wage decisions incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:[52]

1. The apprentice is performing the work of his/her trade.

2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MN/DLI Division of Voluntary Apprenticeship.

3. The apprentice is compensated according to the rate specified in the program for the level of progress.

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[45] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 2
[46] Minnesota Statute 177.44, Subdivision 1
[47] Minnesota Rules 5200.1100
[48] 29 CFR Part 5.2(o) and Minnesota Statute 177.41
[49] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[50] Minnesota Statute 177.44, Subdivision 1
[51] 29 CFR Part 5.2(m)
[52] Minnesota Rules 5200.1070

4. The ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the contractor's entire work force under the registered program.[53]

B. A trainee is not subject to the federal general decision incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section: [54]

1. The trainee is performing the work of his/her trade.
2. The trainee is registered with the U.S. DOL Employment and Training Administration.
3. The trainee is compensated according to the rate specified in the program for the level of progress.
4. The ratio of trainees to journeyman workers on the project is not greater than the ratio permitted under the program.
5. All hours worked in excess of the prescribed hours allowed under the program and/or this contract shall be paid at the journeyman wage rate incorporated into and found elsewhere in this contract.
6. A trainee is not exempt under state law; the contractor shall assign the trainee a job classification that is the "same or most similar"[55] and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:[56]
   a. employed and registered in a bona-fide apprenticeship program; or
   b. employed in the first 90 days of probationary employment as an apprentice, is not registered in the apprenticeship program, but has been certified by the proper government authorities to be eligible for probationary employment as an apprentice.

C. A helper may perform work only if the helper classification is specified and defined in the federal general decision incorporated into and found elsewhere in this contract or is approved pursuant to the federal conformance procedure:[57]

1. A helper is not exempt under state law; a contractor shall assign the helper a job classification that is the "same or most similar"[58] and compensate the helper for the actual work performed regardless of the helper's skill level.[59]

D. If a contractor fails to demonstrate compliance with the terms established in **Subparts A - C** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual work performed.[60]

XI. SUBCONTRACTING PART OF THIS CONTRACT[61]

A. If the prime contractor intends to sublet any portion of this contract, it shall complete and submit a **MN/DOT, TP-21834, Request To Sublet Form** to the project engineer 10 days prior to the first day of work for any subcontractor.

B. The prime contractor shall not subcontract any portion of this contract without prior written consent from the project engineer.

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[53] MN/DOLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director
[54] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(b)
[55] Minnesota Statute 177.44, Subdivision 1
[56] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[57] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(c)
[58] Minnesota Statute 177.44, Subdivision 1
[59] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[60] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(a)(b)(c)
[61] MN/DOT Standard Specifications for Construction, Section 1801

C. The prime contractor's organization shall perform work amounting to not less than 40 percent of the total original contract cost. However, contracts with Disadvantaged Business Enterprise (DBE) or Targeted Group Business (TGB) established goals, or both, the contractor's organization shall perform work amounting to not less than 30 percent of the total original contract cost.

D. A first tier subcontractor shall not subcontract any portion of its work under this contract unless approved by the prime contractor and the project engineer. In addition, a first tier subcontractor may only subcontract up to 50% of its original subcontract.

E. A second tier subcontractor shall not subcontract any portion of its work under this contract.

F. Written consent to subcontract any portion of this contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.

G. Contractors shall not subcontract with or purchase materials or services from a debarred or suspended person.[62]

XII. POSTER BOARDS

A. The prime contractor shall construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100 percent complete.[63] The prime contractor is not allowed to place a poster board at an off-site location.

1. The prime contractor can obtain the required posters by contacting MN/DOT at (651) 366-3091. The prime contractor will need to furnish its name, mailing address, the type of posters (federal-aid) and the quantity needed.

XIII. EMPLOYEE INTERVIEWS

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

XIV. TRUCKING / OFF-SITE FACILITIES

A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated in accordance with the federal wage decision incorporated into and found elsewhere in this contract for the following work duties:

1. The processing or manufacturing of material, including the hauling of material to and from an immediately adjacent, dedicated off-site facility.[65]

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

B. The prime contractor is responsible to ensure that its workers and those of all subcontractors, are compensated in accordance with the state wage determination incorporated into and found elsewhere in this contract for the following work duties:

1. The processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separate commercial establishment.[67]

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[62] Minnesota Statute 161.315, Subdivision 3(3)
[63] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[64] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(g)
[65] 29 CFR Part 5.2(l)(2)
[66] 29 CFR Part 5.2(j)(1)
[67] ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

2. The processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment.[68]

3. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.[69]

4. The delivery of materials from a non-commercial establishment to the project and the return haul.[70]

5. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.[71]

6. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.[72]

7. The delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place" and the return haul, either empty or loaded.[73]

C. The work duties prescribed in **Subpart A (1 - 2) and Subpart B (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor to inform itself and all subcontractors about other applicable job duties that may be subject to this contract labor provisions.

D. A contractor acquiring trucking services from an ITO, MTO and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates,[74] which are incorporated into and found elsewhere in this contract.

1. Each month, in which hauling activities were performed under this contract, the prime contractor and all subcontractors shall submit a **MN/DOT, TP-90550 - Month-End Trucking Report** and **MN/DOT, TP-90551 - Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to the department.[75] The specifications regarding the dates for submission can be found near the bottom of the **MN/DOT, TP-90551 - Statement of Compliance Form.**

E. A Truck Broker contracting to provide trucking services in the construction industry may charge a reasonable broker fee to the provider of trucking services.[76] The prime contractor and any subcontractor contracting to receive trucking services shall not assess a broker fee.

F. A contractor with employee truck drivers shall adhere to the requirements established in **Sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS).**

G. If after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, the department may take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT).**

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[68] Minnesota Rules 5200.1106, Subpart 3B(2)
[69] Minnesota Rules 5200.1106, Subpart 3B(1)
[70] Minnesota Rules 5200.1106, Subpart 3B(2)
[71] Minnesota Rules 5200.1106, Subpart 3B(3)
[72] Minnesota Rules 5200.1106, Subpart 3B(4)
[73] Minnesota Rules 5200.1106, Subpart 3B(5)(6)
[74] Minnesota Rules 5200.1106, Subpart 1
[75] Minnesota Rules 5200.1106, Subpart 10
[76] Minnesota Rules 5200.1106, Subpart 7(C)

XV. CHILD LABOR

A. No worker under the age of 18 is allowed to perform work on construction projects.[77]

B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.[78] However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.[79]

C. To protect the interests of the department, the project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age[80] and compliance with all applicable federal and/or state regulations.[81]

XVI. NON-COMPLIANCE AND ENFORCEMENT

A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, ITO, MTO and/or Truck Broker.[82]

B. If it is determined that a contractor has violated federal and/or state prevailing wage laws, or any portion of this contract, the department may implement, after written notice, one or more of the following sanctions:

1. Withhold or cause to be withheld from the prime contractor under this contract, or any other federally funded contract with the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay workers employed by the prime contractor or any subcontractor the full amount of wages required by this contract.[83]

2. Withhold or cause to be withheld from the prime contractor such amounts in considerations or assessments against the prime contractor, whether arising from this contract or other contract with the department.[84]

3. The department may reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with the department.[85]

4. The department may take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate this contract for failure to demonstrate compliance with these provisions.[86]

C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than $300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.[87]

D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution[88] and may be grounds for debarment proceedings.[89]

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[77] Minnesota Rules 5200.0910, Subpart F
[78] Minnesota Rules 5200.0930, Subpart 4
[79] 29 CFR Part 570.2(a)(ii)
[80] Minnesota Statute 181A.06, Subdivision 4
[81] MN/DOT Standard Specifications for Construction, Section 1701
[82] MN/DOT Standard Specifications for Construction, Section 1801
[83] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 6
[84] MN/DOT Standard Specifications for Construction, Section 1906
[85] Minnesota Statute 161.32, Subdivision 1(d)
[86] MN/DOT Standard Specifications for Construction, Section 1808
[87] Minnesota Statute 177.44, Subdivision 6
[88] Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43,Subdivision 5 177.44, Subdivision 6, 609.63
[89] Minnesota Statute 161.315

General Decision Number: MN100018 06/03/2011 MN18

State: Minnesota

Construction Type: Highway

Counties: Blue Earth, Faribault, Le Sueur, Nicollet, Sibley and Waseca Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	09/10/2010
1	12/03/2010
2	02/04/2011
3	06/03/2011

* SUMN2010-007 05/01/2010

	Rates	Fringes
CARPENTER	$ 25.98	12.41
CEMENT MASON/CONCRETE FINISHER	$ 31.55	17.00
ELECTRICIAN		
Electrician	$ 31.08	15.15
Ground Person	$ 23.33	14.83
Lineman	$ 34.82	14.82
IRONWORKER	$ 34.10	20.37
LABORER		
Common or General	$ 23.41	14.38
Flag Person	$ 23.41	14.38
Landscape	$ 17.19	11.29
Skilled	$ 23.41	14.38
Underground & Open Ditch (8 ft below grade)	$ 24.11	14.38
MILLWRIGHT	$ 30.75	19.47
OPERATOR:		
GROUP 2	$ 29.11	16.85
GROUP 3	$ 28.66	16.85
GROUP 4	$ 28.36	16.85
GROUP 5	$ 25.79	16.85
GROUP 6	$ 24.92	16.85
Speciality Equipment		
Articulated Hauler	$ 28.36	16.85
Boom Truck	$ 28.36	16.85
Landscaping Equipment	$ 19.00	
Off-Road Truck	$ 28.36	16.85

OPERATING ENGINEER CLASSIFICATIONS

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

Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equpment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane; Tugboat 100 H.P. & over.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mixer; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equpment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Comressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

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

GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Mazchine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor

over 50 hp.

PAINTER (Including Pavement
Marking).....$ 22.25 5.63

PILEDRIVERMAN.....$ 29.43 13.69

TRUCK DRIVER
GROUP 1.....$ 18.30 7.55
GROUP 2.....$ 24.25 13.15
GROUP 3.....$ 24.15 13.15
GROUP 4.....$ 23.95 13.15
TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

Tunnel Miner.....$ 23.86 13.63

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

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

In the listing above, the "SU" designation means that rates listed under the
identifier do not reflect collectively bargained wage and fringe benefit
rates. Other designations indicate unions whose rates have been determined
to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

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

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

Subd. 4a. Prompt payment to subcontractors.

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

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

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

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

Construction Type: Highway and Heavy

Region Number: 07

Counties within region:

- BLUE EARTH-07
- FARIBAULT-22
- LESUEUR-40
- NICOLLET-52
- SIBLEY-72
- WASECA-81

Effective: 2010-11-29

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE

101	LABORER, COMMON (GENERAL LABOR WORK)	2010-11-29	23.16	13.63	36.79
		2011-05-01	23.41	14.38	37.79
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2010-11-29	23.16	13.63	36.79
		2011-05-01	23.41	14.38	37.79
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2010-11-29	17.19	11.29	28.48
104	FLAG PERSON	2010-11-29	23.16	13.63	36.79
		2011-05-01	23.41	14.38	37.79
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
107	PIPELAYER (WATER, SEWER AND GAS)	2010-11-29	25.16	13.63	38.79
		2011-05-01	25.41	14.38	39.79
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2010-11-29	23.86	13.63	37.49
		2011-05-01	24.11	14.38	38.49
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES	2010-11-29	26.25	11.69	37.94

NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2010-11-29	17.49	4.18	21.67
201	ARTICULATED HAULER	2010-11-29	28.36	15.85	44.21
		2011-05-01	28.36	16.85	45.21
202	BOOM TRUCK	2010-11-29	28.36	15.85	44.21
		2011-05-01	28.36	16.85	45.21
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2010-11-29	19.00	0.00	19.00
204	OFF-ROAD TRUCK	2010-11-29	28.36	15.85	44.21
		2011-05-01	28.36	16.85	45.21
GROUP 2		2010-11-29	29.11	15.85	44.96
		2011-05-01	29.11	16.85	45.96

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL (HIGHWAY AND HEAVY ONLY)

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3				
	2010-11-29	28.66	15.85	44.51
	2011-05-01	28.66	16.85	45.51

309 ASPHALT BITUMINOUS STABILIZER PLANT (HIGHWAY AND HEAVY ONLY)

310 CABLEWAY (HIGHWAY AND HEAVY ONLY)

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER (HIGHWAY AND HEAVY ONLY)

315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

316 LOCOMOTIVE CRANE OPERATOR (HIGHWAY AND HEAVY ONLY)

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE (HIGHWAY AND HEAVY ONLY)

318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)

319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)

320 TANDEM SCRAPER (HIGHWAY AND HEAVY ONLY)

321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)

322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4				
	2010-11-29	28.36	15.85	44.21
	2011-05-01	28.36	16.85	45.21

323 AIR TRACK ROCK DRILL (HIGHWAY AND HEAVY ONLY)

324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

325 BACKFILLER OPERATOR (HIGHWAY AND HEAVY ONLY)

326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)

327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER) (HIGHWAY AND HEAVY ONLY)

328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON) (HIGHWAY AND HEAVY ONLY)

329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS (HIGHWAY AND HEAVY ONLY)

331 CHIP HARVESTER AND TREE CUTTER (HIGHWAY AND HEAVY ONLY)

332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE (HIGHWAY AND HEAVY ONLY)

333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)

334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)

335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT (HIGHWAY AND HEAVY ONLY)

336 CURB MACHINE (HIGHWAY AND HEAVY ONLY)

337 DIRECTIONAL BORING MACHINE (HIGHWAY AND HEAVY ONLY)

338 DOPE MACHINE (PIPELINE) (HIGHWAY AND HEAVY ONLY)

339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)

340 DUAL TRACTOR (HIGHWAY AND HEAVY ONLY)

341 ELEVATING GRADER (HIGHWAY AND HEAVY ONLY)

342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)

343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)

344 FRONT END, SKID STEER OVER 1 TO 5 C YD

345 GPS REMOTE OPERATING OF EQUIPMENT (HIGHWAY AND HEAVY ONLY)

346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)

347 HYDRAULIC TREE PLANTER (HIGHWAY AND HEAVY ONLY)

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE) (HIGHWAY AND HEAVY ONLY)

349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)

350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE (HIGHWAY AND HEAVY ONLY)

351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)

352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE (HIGHWAY AND HEAVY ONLY)

353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE (HIGHWAY AND HEAVY ONLY)

355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)

356

POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES (HIGHWAY AND HEAVY ONLY)

357 PUGMILL (HIGHWAY AND HEAVY ONLY)

358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER (HIGHWAY AND HEAVY ONLY)

361 SELF-PROPELLED SOIL STABILIZER (HIGHWAY AND HEAVY ONLY)

362 SLIP FORM (POWER DRIVEN) (PAVING) (HIGHWAY AND HEAVY ONLY)

363 TIE TAMPER AND BALLAST MACHINE (HIGHWAY AND HEAVY ONLY)

364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE (HIGHWAY AND HEAVY ONLY)

368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5				
	2010-11-29	25.79	15.85	41.64
	2011-05-01	25.79	16.85	42.64

369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)

370 BITUMINOUS ROLLER (UNDER EIGHT TONS) (HIGHWAY AND HEAVY ONLY)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED) (HIGHWAY AND HEAVY ONLY)

372 FORM TRENCH DIGGER (POWER) (HIGHWAY AND HEAVY ONLY)

373 FRONT END, SKID STEER UP TO 1C YD

374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)

375 HYDRAULIC LOG SPLITTER (HIGHWAY AND HEAVY ONLY)

376 LOADER (BARBER GREENE OR SIMILAR TYPE) (HIGHWAY AND HEAVY ONLY)

377 POST HOLE DRIVING MACHINE/POST HOLE AUGER (HIGHWAY AND HEAVY ONLY)

378 POWER ACTUATED AUGER AND BORING MACHINE (HIGHWAY AND HEAVY ONLY)

379 POWER ACTUATED JACK (HIGHWAY AND HEAVY ONLY)

380 PUMP (HIGHWAY AND HEAVY ONLY)

381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER(HIGHWAY AND HEAVY ONLY)

383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER (HIGHWAY AND HEAVY ONLY)

384 STUMP CHIPPER AND TREE CHIPPER (HIGHWAY AND HEAVY ONLY)

385 TREE FARMER (MACHINE) (HIGHWAY AND HEAVY ONLY)

GROUP 6	2010-11-29	24.92	15.85	40.77
	2011-05-01	24.92	16.85	41.77

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER (HIGHWAY AND HEAVY ONLY)

388 CONVEYOR (HIGHWAY AND HEAVY ONLY)

389 DREDGE DECK HAND (HIGHWAY AND HEAVY ONLY)

390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)

391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING) (HIGHWAY AND HEAVY ONLY)

392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)

393 LEVER PERSON (HIGHWAY AND HEAVY ONLY)

394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)

395 POWER SWEEPER (HIGHWAY AND HEAVY ONLY)

396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS (HIGHWAY AND HEAVY ONLY)

397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

GROUP 1 FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)

502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)

503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 2 FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)

505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)

506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)

507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 3 FOR RATE CALL 651-284-5091 OR EMAIL

DLI.PREVWAGE@STATE.MN.US

508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)

509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)

510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)

511 STATIONARY TOWER CRANE 200 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)

512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)

513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)

514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 4

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)

516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)

517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)

518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)

519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)

520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)

GROUP 5

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)

522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)

523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM

524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)

525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)

526 FRONT END, SKID STEER 1 TO 5 C YD

527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)

528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)

529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)

530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)

531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)

532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)

533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)

534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)

GROUP 6

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)

536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)

537 FRONT END, SKID STEER UP TO 1 C YD

538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)

539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)

540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER

GROUP 7

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)

542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)

543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)

544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)

545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)

546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)

547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

GROUP 8

FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)

549 GREASER (COMMERCIAL CONSTRUCTION ONLY)

550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)

GROUP 1	2010-11-29	18.30	7.55	25.85

601 MECHANIC . WELDER

602 TRACTOR TRAILER DRIVER

603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2010-11-29	24.25	13.15	37.40
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2010-11-29	24.15	13.15	37.30
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2010-11-29	23.95	13.15	37.10
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
701 HEATING AND FROST INSULATORS	2010-11-29	19.50	0.00	19.50
702 BOILERMAKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
703 BRICKLAYERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
704 CARPENTERS	2010-11-29	25.98	12.41	38.39
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

706	CEMENT MASONS	2010-11-29	31.55	17.00	48.55
707	ELECTRICIANS	2010-11-29	31.08	15.15	46.23
708	ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
709	GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
710	LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
711	GROUND PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
712	IRONWORKERS	2010-11-29	33.80	20.37	54.17
		2011-05-01	34.10	20.37	54.47
713	LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
714	MILLWRIGHT	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2010-11-29	22.25	5.63	27.88
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2010-11-29	29.43	13.69	43.12
717	PIPEFITTERS . STEAMFITTERS				

		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
718	PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
719	PLUMBERS	2010-11-29	27.67	18.12	45.79
720	ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
721	SHEET METAL WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
722	SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
726	DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

728	WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US
729	ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US

DEPARTMENT OF LABOR AND INDUSTRY **April 4, 2011**
LABOR STANDARDS UNIT

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

On April 4, 2011, the Commissioner of the Department of Labor and Industry ("DLI") certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "five or more axle units, straight body trucks," "four axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on February 7, 2011 and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on March 1, 2011.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 50 individuals attended the informal conference. Many of the attendees voiced strong concerns regarding the inadequacy of the proposed rates. Among the concerns raised was the fact that the proposed rates were based on 2009 costs, including the 2009 price of fuel. Speakers indicated that because of the dramatic increase in the price of diesel in recent months, the published rates were far below the operators' current costs. As stated by one attendee:

> I might not even be able to survive until next year. If I have a bad season, there's no room left, you know. The price of oil and the price of fuel is going to kill all of us guys this summer.

Testimony of Mike McDonald, Transcript of Informal Conference, p. 63.

Following the informal conference, DLI staff obtained data from the United States Department of Energy ("DOE") regarding the price of diesel during 2009 as compared to current costs. That data, available at www.eia.doe.gov, show that the average price of diesel during 2009 was $2.463 per gallon. The average price of diesel during January and February 2011 was $3.497 per gallon. Consequently, the average price of diesel for the first two months of this year was 41.9% higher than the average cost of diesel during 2009.

The purpose of Minnesota Rules, part 5200.1105, as stated in its Statement of Need and Reasonableness, is to "provide equitable compensation" to independent truck operators. The commissioner finds that in order to carry out the purpose of the rule, it is appropriate to consider the concerns expressed at the informal conference[1] and to use average 2011 diesel costs in computing and certifying 2011 truck rental rates. Specifically, the commissioner finds that the extreme disparity between 2009 and current

[1] The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

fuel costs warrants this adjustment in order for truck operators to be equitably compensated. [2]

Construction truck operating costs were initially determined by survey on a statewide basis and were the subject of further input by interested parties attending the informal conference pursuant to Minnesota Rules, part 5200.1105 on March 1, 2011 and further data on fuel prices from the DOE for 2009 and 2011. In light of the discussion above, fuel costs stated in the surveys were adjusted upward by 41.9% to determine statewide operating costs. As a result of this adjustment, the operating cost for "five or more axle units, straight body trucks" is determined to be $49.10 per hour; the operating cost for "four axle units, straight body trucks" is determined to be $45.49 per hour; the operating cost for "three axle units" is determined to be $37.35 per hour; the operating cost for "tractor only" is determined to be $46.02 per hour; and the operating cost for "tractor trailers" is determined to be $57.48 per hour.

Adding the prevailing wage for drivers of these five types of trucks from each of the State's ten highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the five types of trucks in each area is certified to be as follows:

	Tractor Trailer	Five or more axle	Four axle	Three Axle	Tractor only
Region 1	97.23	74.04	70.43	76.45	85.77
Region 2	90.90	82.01	78.40	67.41	79.44
Region 3	90.90	73.06	69.45	70.11	79.44
Region 4	81.03	72.65	69.04	70.11	69.57
Region 5	94.43	76.46	72.85	66.75	82.97
Region 6	77.48	79.23	75.62	67.15	66.02
Region 7	83.33	86.50	82.89	74.65	71.87
Region 8	84.99	76.46	72.85	70.11	73.53
Region 9	97.63	76.46	72.85	76.85	86.17
Region 10	90.90	82.01	78.40	70.11	79.44

[2] The commissioner notes that the Minnesota Department of Transportation incorporates a fuel adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of fuel increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2011 fuel costs in certifying 2011 truck rental rates, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2009 and effective date of 2011 truck rental rates.

The operating costs, including the average truck broker fees paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing DLI's website at www.dli.mn.gov. Questions regarding the operational costs and truck rental rates can be answered by calling (651) 284-5091.

The minimum truck rental rates certified for these five types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after April 4, 2011.

KEN B. PETERSON
COMMISSIONER

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

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

S.P. _____

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

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

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

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

Total Estimated Invoice Price = _____

Percent of Total Bid Price = _____

Contractor Name:_____
Vendor Number: _____

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

SPECIAL PROVISIONS
DIVISION A
SPECIAL REQUIREMENTS

INTENT OF CONTRACT

This Contract consists of bridge ramps grading & pond excavation on the following:

CSAH 12 - SP 07-612-19

Each road shall be considered individually on the schedule of prices in the proposal but only the grand total of all the roads combined will be considered in awarding the contract. Bids not including all projects will not be accepted.

GOVERNING SPECIFICATIONS

The State of Minnesota, Department of Transportation "Standard Specifications for Construction" 2005 EDITION shall apply in this contract, except as modified or altered in the following Special Provisions.

SPECIAL PROVISIONS
DIVISION S
SPECIAL REQUIREMENTS

(1208) PROPOSAL GUARANTY

No proposal will be considered unless it is accompanied by a guaranty complying with the requirements of Specification 1208 and providing a penal sum at least equal to 5 percent of the total amount of the bid (under all circumstances and without exception) as provided in Specification 1208.

(1302) AWARD OF CONTRACT

The provisions of MNDOT 1302 are modified as follows:

The first sentence is revised to read: "The award of Contract, if it be awarded, will be made within 60 Calendar Days after the opening of the Proposals to the lowest responsible bidder who complies with all prescribed requirements."

(1305) REQUIREMENT OF CONTRACT BOND

The provisions of Mn/DOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars ($5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All contracts in excess of five million dollars ($5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

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

The provisions of 1404 are supplemented as follows:

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

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

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

1. Local Agency Highway/Public Works Department	(507) 304-4025
2. Local County/City Sheriff's/Police Department	(507) 387-8710
3. Local Fire Department	911
4. Mankato Township Clerk	507-625-7802
5. MNDOT Traffic Engineer	507-304-6100

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

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

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

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

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

(1) When all traffic control devices for an individual stage, as shown on the Traffic Control Layouts, have been installed, 75% of the Contract Unit Price for that stage will be paid.

(2) When all work in an individual stage and all traffic control devices for that stage are removed, the remaining 25% of the Contract Unit Price for that stage will be paid

(1505) COOPERATION BY CONTRACTORS - MODIFIED

The provisions of Mn/DOT 1505 are supplemented as follows:

The Contractor shall coordinate his/her work and cooperate with the holders of those separate contracts, both present and future, and their forces in a manner consistent with the provisions of Mn/DOT 1505.

A previously awarded separate contract (CSAH 12 stage 2 project) is currently in progress for SP 07-612-13 (CSAH 12 from North of MNTH 14 to 232nd Street) in the construction limits of this project. R&G Construction is the Prime Contractor for this project. The remaining work items include; final grading, aggregate base, concrete curb & gutter, & bituminous pavement.

The Contractor must coordinate with the Stage 2 Contractor (listed above) if the contracts are coincident in time. The Contractor shall conduct work so as to not interfere with or hinder the progress of completion of work being performed by the Stage 2 Contractor.

(1507) UTILITY PROPERTY AND SERVICE

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

The provisions of Mn/DOT 1507.1 B are hereby deleted and the following substituted therefore:

B Gopher State One Call
The Contractor shall:

(1) Mark the proposed excavation in accordance with the Minnesota State Statute 216D color code before contacting "Gopher State One Call." The Contractor shall mark proposed excavation area with white paint and white flags or in lieu of white flags, white stakes may be used. The Contractor must adhere to all requirements of Gopher State One Call in addition to the following:

The white markings must delineate the **actual excavation area** where the locating of underground facilities is required. All flags and stakes shall display the name, and phone number of the Contractor. All areas of proposed excavation shall be considered "practical" for the use of white markings, pursuant to Minnesota Statutes §216D.05 (2).

(2) Call "Gopher State One Call" at least 48 hours (excluding Saturdays, Sundays, and holidays) before starting excavation operations.

(3) The Contractor shall acquire a Positive Response confirmation from Mn/DOT for all proposed excavations when the Gopher State One Call has indicated Mn/DOT utilities may be affected. The Contractor may call Mn/DOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of Utility infrastructure owned by Mn/DOT. Mn/DOT Electrical Services Section (ESS) Dispatch Locating can be contacted at the following phone numbers; (651) 366 -5750 or (651) 366-5751. The Contractor shall be responsible for all damage to Mn/DOT owned Utility infrastructure if a Positive Response confirmation has not been acquired from Mn/DOT. The Contractor is required to comply with

the provisions of Minnesota Statutes chapter 216D when performing Excavation as defined in Minnesota Statutes §216D.01 (subdivision 5), and will be responsible for damages to facilities in accordance with Minnesota Statutes §216D.06.

All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."

By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of Mn/DOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to Mn/DOT's storm water drainage facilities.

The following utility owners have existing facilities in the area of construction. These utilities will not be affected by work under this Contract. The utilities listed below are for informational purposes only.

Greater Minnesota Gas
Lauren Steinhaus
315 ½ S. Minnesota Ave.
St. Peter, MN 56082
507-327-0834
lsteinhaus@myway.com

Hickory Tech
Mike Holmin
221 E. Hickory St., PO Box 3288
Mankato, MN 56002-3288
507-387-1843
Mike.holmin@hickorytech.com

Sprint
Dan Hilliard
849 Earl Street
St. Paul, MN 55106
651-772-6714

Verizon Wireless
Bob Clements
2000 Technology Drive
Mankato, MN 56001
507-385-2371

Alliance Pipeline
Rich Rients
1990 Lookout Drive
North Mankato, MN 56003
507-625-2404
Richard.rients@alliance-pipeline.com

Kinder Morgan Pipeline
Steve Urban
PO Box 39
Eagle Lake, MN 56024
507-625-1411
Stephen_urban@kindermorgan.com

Xcel Energy
Bob Koehler
414 Nicollet Mall – MP Suite 800
Minneapolis, MN 55401-1993
612-330-6766
Bob.koehler@xcelenergy.com

Benco Electric
Rick Alfred
PO Box 8
Mankato, MN 56002
507-387-7963
ricka@benco.org

See http://www.dot.state.mn.us/utility for utility operators contact list.

(1508) CONSTRUCTION STAKES, LINES, AND GRADES - MODIFIED

Section 1508 is hereby supplemented to include the following:

The Contractor shall give the Engineer 48-hour notice of request for construction stakes.

(1513) RESTRICTIONS ON MOVEMENT AND STORAGE OF HEAVY LOADS AND EQUIPMENT - MODIFIED

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

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

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

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

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

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

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

Unless specifically allowed in the Contract, or approved by the Engineer, all construction material and/or equipment which might be temporarily stored or parked on a bridge deck while the bridge is under construction will be limited by this specification. These requirements are intended to limit construction loads to levels commensurate with the typical design live load. The storage of materials and equipment as a whole will be limited to all of the following:

- Stockpiles of material are limited to a maximum weight of 31,702 kg/100 m2 (**65,000 lbs./1000 ft2**).
- Individual material stockpiles (including but not limited to pallets of products, reinforcing bar bundles, aggregate piles) are limited to a maximum weight of 12,200 kg/10 m2 (**25,000 lbs./100 ft2**).
- Combinations of vehicles, materials, and other equipment are limited to a maximum weight of 90,700 kg (**200,000 lbs.**) per span providing span lengths are over 40 feet long.

The Contractor may submit alternate loadings to the Project Engineer 30 Calendar days prior to placement. Any submittals will require the calculations be certified by a Professional Engineer.

THE CONTRACTOR SHALL SUBMIT ALL NECESSARY FORMS AND MEET ALL REQUIREMENTS FOR GAS PIPELINE CROSSINGS PRIOR TO CROSSING ALLIANCE PIPELINE AND KINDER MORGAN COCHIN PIPELINE CROSSINGS WITH ANY EQUIPMENT.

(1514) MAINTENANCE DURING CONSTRUCTION

The provisions of Mn/DOT 1514 are supplemented with the following:

In addition to the Contractor's requirements for sweeping as required under Mn/DOT 2051 (Maintenance and Restoration of Haul Roads), the Engineer may require additional sweeping of roads adjacent to the construction site to provide safe conditions for the traveling public, environmental reasons, local regulatory requirements or as otherwise directed by the Engineer.

Payment for additional sweeping ordered by the Engineer will be made as specified below. (This price represents a shared cost.)

Pick Up Broom W/Operator .....$55.00 per hour

Self Propelled Pavement Broom W/Operator.....$30.00 per hour

(1517) CLAIMS FOR COMPENSATION ADJUSTMENT

The provisions of Mn/DOT 1517 are hereby supplemented with the following:

NOTICE OF CLAIM:

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

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

SUBMISSION OF CLAIMS:

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

The contents of the claim shall be in accordance with Mn/DOT 1517 and shall also include all scheduling documentation related to the claim.

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

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

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

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

(A) For an adjustment in compensation, or other contractual dispute between the parties where the amount in controversy is $75,000.00 or less, 60 Calendar Days from the receipt of the Contractor's claim;

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

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

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

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

RIGHTS OF ARBITRATION:
The decision of the Engineer in relation to the Contractor's claim shall be deemed final unless the Contractor commences a legal action within the time prescribed by law or unless the Contractor invokes arbitration as prescribed hereafter in these Special Provisions. Nothing herein contained shall be so construed as to preclude the Contractor from commencing a legal action in relation to claims for a single issue in excess of $75,000.00 but the Contractor's sole legal remedy in relation to claims of $75,000.00 or less shall be arbitration as prescribed hereafter in these Special Provisions. If the claim amount is in excess of $75,000, the Contractor and Mn/DOT may mutually agree to arbitration.

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

ARBITRATION OF CLAIMS AND DISPUTES:

(A) For purposes of this section, a claim for adjustment in compensation shall mean an aggregate of operative facts which give rise to the rights which the Contractor seeks to enforce. Stated another way, a claim is the event, transaction, or set of facts that give rise to a claim for compensation. Any Contractor having a claim in excess of $75,000.00 may waive or abandon the dollar amount in excess of $75,000.00 so as to bring the claim within the scope of this section. However, the arbitration award

shall not exceed $75,000.00. Various damages claimed by the Contractor for a single claim may not be divided into separate proceedings to create claims within the $75,000.00 limit.

(B) More than one separate claim may be presented at each arbitration hearing if agreed to by the Department, the Contractor, and the Arbitrator.

(C) Selection of the Arbitrator/ Optional Use of the American Arbitration Association:

a. Selection of the arbitrator shall be conducted by one representative of the Department and one representative of the Contractor. A single person shall represent the prime and all subcontractors involved in the claim. Separate representation for subcontractors during the selection of the arbitrator is not allowed.

b. The parties may mutually agree to have the arbitration process administered by the American Arbitration Association ("AAA").

c. The arbitration shall be administered by a single arbitrator.

d. The parties shall select an arbitrator by mutual agreement, or, if the parties have agreed to use the AAA to administer the process, shall select an arbitrator from a list of arbitrators provided by the Association in accordance with the Association's procedures.

(D) Arbitration Proceedings and Decision

a. All arbitration of claims shall be conducted in Minneapolis, Minnesota, or another mutually agreed upon location.

b. Regardless of whether the parties have agreed to use AAA to administer the process, the arbitration proceeding shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and in accordance with the requirements below. The arbitration procedures set-forth in this Special Provision shall take precedence over conflicting American Arbitration Association requirements.

c. If mutually agreed to by both parties, the arbitration proceeding shall follow the Fast Track rules of the American Arbitration Association.

d. Unless otherwise agreed to by the parties, the arbitration hearing shall be bifurcated into a liability phase and, if needed, a valuation phase. No evidence or testimony regarding the value of the claim shall be presented during the liability phase.

e. The Contractor shall first present evidence to support the claim. The Department will then present evidence supporting its defense. Witnesses shall submit to questions or examinations. The arbitrator has the discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

f. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings.

g. There shall be no ex parte communication between any party and an arbitrator.

h. When satisfied that the presentation of the parties is complete, the arbitrator shall declare the liability phase of the arbitration hearing closed. The arbitrator shall then determine whether Mn/DOT is liable.

i. If the Department is found to be liable, the arbitration proceeding shall continue before the same arbitrator to resolve all damages issues. The proceedings for this portion of the arbitration shall follow the procedures outlined in 1517-(D)e of this Special Provision.

j. Within three Calendar Days after the close of the damages portion of the hearing, each party shall submit to the arbitrator their last best offers. The arbitrator shall be limited to awarding only one of the two figures submitted. In no event shall a claim award in arbitration exceed $75,000.

k. The decision or award of the arbitrator shall be:

i. In writing showing the basis for the decision or award. The arbitrator shall use the Contract and Minnesota law, or, in the absence of Minnesota law on the issue(s), other persuasive authority, as the basis for the decision.
ii. Final and binding on both the Department and the Contractor.

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

(E) Arbitration Costs

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

b. Each party shall bear its own preparation costs.

(1601) SOURCE OF SUPPLY AND QUALITY

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

The Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States in executing the work under this Contract, in conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410. Domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product) shall be considered foreign source materials.

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

1. Submit the stipulation form within the proposal.
2. If the Contractor submits a "Two Way Electronic Bid" as described in Mn/DOT 1206, the completed chart must be submitted to Mn/DOT prior to the bid opening and no later than 9:30 A.M. on the day of the bid opening.

a) The stipulation may be faxed to Nancy Boeve at 651-366-4248.
b) E-Mail the form to biddocsubmittal.dot@state.mn.us, place the State Project number in the subject line
c) The stipulation may be mailed or otherwise delivered to Nancy Boeve, 395 John Ireland Boulevard, M.S. 650, ST. Paul, MN 55155.

The "Stipulation for Foreign Iron or Steel Materials" form is attached or can be found on the Mn/DOT Web site: http://www.dot.state.mn.us/bidlet/forms.html.

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

Source of Supply and Quality: Mn/DOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Such costs shall be deducted from monies due or to become due the Contractor.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. No payments shall be made to the Contractor for materials manufactured outside of the United States until such materials have been delivered to the job site.

(1701) LAWS TO BE OBSERVED (DATA PRACTICES)

The provisions of Mn/DOT 1701 are supplemented with the following:

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

(1706) EMPLOYEE HEALTH AND WELFARE

The provisions of Mn/DOT 1706 are supplemented with the following:

All construction operations shall be conducted in compliance with applicable laws, regulations and industry standards as described in Mn/DOT 1706. The Contractor shall be considered to be fully responsible for the development, implementation and enforcement of all safety requirements on the Project, notwithstanding any actions Mn/DOT may take to help ensure compliance with those requirements.

The Contractor shall submit a written safety program to the Engineer at the pre-construction conference addressing safety issues for all Project activities. This program shall contain name(s) of person(s) responsible for all safety requirements and this Contractor's Designee(s) shall be available at all times that work is being performed. The Contractor's designee(s) shall be responsible for correcting violations on the Project as observed by the Engineer or his/her representative.

The Contractor shall not use any motor vehicle equipment on this Project having an obstructed view to the rear unless:

(A) The vehicle has a reverse signal alarm which is audible above the surrounding noise level; or
(B) The vehicle is backed up only when an observer signals that it is safe to do so.

A $500.00 monetary deduction (per incident) will be assessed by Blue Earth County for violations of safety standards and requirements that have the potential for loss of life and/or limb of Project personnel or the public. The areas of special concern include, but are not limited to excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see above), confined space safety, blasting operations, and personal safety devices.

None of the monetary deductions listed above shall be considered by the Contractor as allowance of noncompliance incidents of these safety requirements on this Project.

(1707) PUBLIC CONVENIENCE AND SAFETY - MODIFIED

Section 1707 is hereby supplemented to include the following:

The Contractor shall remove, store and replace all mailboxes, etc., that may interfere with the installation of utilities and grading. The Contractor shall contact and receive permission from the property owner before removing or relocating any mailboxes. Such work shall be considered incidental to the contract with no direct compensation made therefore. Damage to mailboxes, etc., during removal, storage shall be corrected and/or repaired by the Contractor.

Mailboxes shall not be disturbed until actual construction warrants removal. No such removal shall take place until the Engineer is on-site, has approved of and is witness to the work. Removed mailboxes shall be relocated to a temporary location subject to the approval of the Engineer, the homeowner and the U.S. Postal Service. Removed mailboxes shall be relocated promptly so as to prevent any interruption in postal service.

(1710) TRAFFIC CONTROL DEVICES

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Signs Manual Parts I and II, the Traffic Engineering Manual, and the following:

On any roadway having a 45 mph or higher speed limit prior to construction, all Category I and II temporary traffic control devices used after July 1, 2006 shall meet NCHRP 350 crash testing criteria. This includes all new and used Category I and Category II devices. Category I devices include tube markers, plastic drums and cones, etc. Category II devices include portable sign supports, Type I ,II and III barricades, etc.

In accordance with the MN MUTCD all sign supports shall be crashworthy. Signs installed on barricades, barricade sign combinations, and all other portable supports shall be crashworthy. This includes all new and used Category I and Category II devices.

The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.

(1712) PROTECTION & RESTORATION OF PROPERTY & LANDSCAPE - MODIFIED

Protection and restoration of property and landscape shall be done in accordance with the requirements of 1712, except as modified below:

Any signs that interfere with construction and are adjusted or removed by authorization of the Engineer shall be reset in their original location, by the Contractor, prior to leaving the project each day. Said signs shall be set in a temporary location, in a manner approved by the Engineer, during construction hours. Permanent replacement of traffic control devices, upon completion of all work, shall be by the County.

1714 RESPONSIBILITY FOR DAMAGE CLAIMS

The provisions of Mn/DOT 1714 are hereby deleted and replaced with the following:

The State of Minnesota shall be named as an additional insured on any insurance coverage which the contractor is required to provide.

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

The Department may retain for its use money that is due the Contractor under this or any other contract with the Department. and by virtue of the Contract, as the Department deems necessary to protect its interests with respect to any suits, actions, or claims arising on account of the Contractor's operations or in consequence of any act, neglect, omission, or misconduct of the Contractor; or, in case no money is due, the Contractor's Sureties may be held liable until those suits, actions, or claims have been settled and suitable evidence to that effect has been furnished to the Department.

The Contractor shall identify a contact person for damage complaints from the public, and shall maintain a log of such complaints and any action taken by the Contractor. This log shall be available to the Engineer at his request.

A Workers' Compensation Insurance
Contractor shall provide workers' compensation insurance for all employees and shall require any subcontractors to provide workers' compensation insurance in accordance with the statutory requirements of the State of MN and must include:

a. Part 2, Employers' Liability including Stop Gap Liability for monopolistic states. Minimum limits:
$100,000 – Bodily Injury by disease per employee
$500,000 – Bodily Injury by disease aggregate
$100,000 – Bodily Injury by accident
b. Coverage C: All States Coverage
c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage
d. Waiver of subrogation in favor of the Department

If Contractor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

The Contractor must require Subcontractors to file evidence of insurance with the Contractor

B Commercial General Liability Insurance
The Contractor shall maintain insurance to cover liability from operations under the contract, whether such operations are by the Contractor, subcontractor or by anyone directly or indirectly employed under the Contract.

Minimum Limits of Liability
$2,000,000 – **Per** Occurrence
$2,000,000 – **Annual** Aggregate
$2,000,000 - **Annual** Aggregate applying to Products and Completed Operations
$50,000 – Fire **Damage**
$5,000 – Medical **Expense** (any one person per occurrence)

Coverages
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury

- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 12 04 or its equivalent
- Pollution exclusion with standard exception as per ISO Commercial General Liability Coverage Form – CG 00 01 12 04 or equivalent
- Explosion, Collapse and Underground (XCU) perils
- Broad Form PD
- Independent Contractors – Let or Sublet work
- Waiver of subrogation in favor of the Department
- Department named as an Additional Insured, by endorsement, ISO Forms CG 2010 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

C Automobile Liability Insurance
Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

Coverages
- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Waiver of subrogation in favor of the Department

Minimum Limit of Liability
$2,000,000 – Per Occurrence Combined Single Limit for Bodily Injury and Property Damage

Umbrella or Excess Liability Insurance
An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D Additional Conditions
Contractors' policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the Department with respect to any claim arising out of the Contract.

Evidence of subcontractor insurance shall be filed with the Contractor.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota.

Certificates of Insurance acceptable to the Department shall be submitted prior to commencement of work under the Contract. Such Certificates and the required insurance policies shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the Department.

E Notice to the Contractor
The failure of the Department to obtain Certificate(s) of Insurance for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Department to the Contractor to provide such insurance.

The Department will reserve the right to terminate the Contract in accordance with 1808 if the Contractor is not in compliance with the insurance requirements and the Department retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the Department, and copies of policies must be submitted to Department's authorized agent

upon written request.

1716 CONTRACTOR'S RESPONSIBILITY FOR WORK

The provisions of 1716 are supplemented as follows:

All warranties provided by contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

(1717) AIR, LAND AND WATER POLLUTION

The provisions of Mn/DOT 1717 are supplemented and/or modified with the following:

DISCOVERY OF CONTAMINATED MATERIALS AND REGULATED WASTES

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, notify the Engineer, and request suspension of work in the vicinity of the discovery area, in accordance with Mn/DOT 1803.4.

A documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

(A) Indicators of contaminated soil, ground water or surface water include, but are not limited to the following:

(1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
(2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
(3) A rainbow color (sheen) on surface water or soil.

(B) Indicators of regulated wastes include, but are not limited to the following:

(1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a possible dump)
(2) Concrete and asphalt rubble (indicators of demolition waste).
(3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
(4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
(5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
(6) Sandblast residue (could contain lead).
(7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
(8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
(9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

Mn/DOT 1717.2 A2 is hereby deleted and replaced with the following:

A2 During Construction

The Contractor shall implement the Project's Storm Water Pollution Prevention Plan. The Contractor shall schedule and install temporary and permanent sediment and erosion control measures, construct

ponds and drainage facilities, finish earth work operations, place topsoil, establish turf, and conduct other Contract work in a timely manner to minimize erosion and sedimentation.

All exposed soil areas with continuous positive slopes that are within 60 m (**200 feet**) of a public water shall have temporary or permanent erosion protection within 24 hours after the construction activity in that portion of the site has temporarily or permanently ceased and connection is established to the public water. All other positive slopes to constructed surface waters, such as permanent storm water treatment ponds, curb and gutter systems, storm sewer inlets, temporary or permanent drainage ditches, or other storm water conveyance systems, shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 14 days after construction activity has temporarily or permanently ceased in that area. For those drainage areas that have a discharge point within 1 mile and flows to an impaired or Special Waters shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 7 days after construction activity has temporarily or permanently ceased in that area. Impaired and Special Waters are defined as those listed and referenced in the NPDES Permit.

Positive slopes adjacent to public waters and wetlands will be stabilized at the close of each day when weather forecasts for rain that evening, and/or overnight including weekends. Once work is completed it will be stabilized permanently as soon as practical but no later than seven days.

Exposed soil areas do not include; stockpiles or surcharge areas of sand, gravel, aggregate, concrete, bituminous, or road bed and surfacing material. A perimeter sediment barrier may be necessary to minimize loss when these are within the 60 m (**200 feet**) of existing surface waters or the property edge.

The bottom of temporary or permanent drainage ditches or swales constructed to drain water from a construction site must be stabilized with erosion control measures for the last 60 m (**200 feet),** or more when conditions warrant, from the property edge or from the point of discharge to any existing surface water. Stabilization shall be completed within 24 hours after the construction activity in that portion of the ditch has temporarily or permanently ceased. Ditch stabilization will continue concurrently with construction activities but no later than 14 days after construction activities have permanently or temporarily ceased. Any, culvert pipe or storm sewer pipe that is within the cumulative distance is not part of this distance. Ditch checks may be provided where necessary to slow water flow and capture sediment.

Temporary or permanent ditches used as treatment systems will not need to be stabilized but must provide the proper Best Management Practices for the treatment system.

Pipe outlets shall be provided with temporary or permanent energy dissipation within 24 hours of connecting the pipe to any constructed or existing surface waters.

The Contractor shall limit the surface area of erodible soil that can be exposed to possible erosion at any one time when the permanent erosion control features are not completed and operative.

All liquid and solid wastes generated by concrete washout operations must be contained and not have the opportunity to come in contact with the surface waters or ground water. This includes the ditches, slopes to ditches, curb and gutter/stormsewer systems, and ponds. Areas where there are sandy soils, karsts, and high ground water the washout facility must have an impermeable liner. Liquid and solid wastes must be disposed of properly. A concrete washout sign must be installed adjacent to each washout facility to notify personnel.

Mn/DOT 1717.2E is hereby deleted and replaced with the following:

E Site Plans

The Engineer may require the Contractor to submit a site plan, in writing, detailing proposed erosion

control and sediment control measures and a schedule indicating starting and completion times for construction operations working in water bodies and/or in direct proximity to waters of the state.

Contractor shall not start work in the affected areas until the schedule and site plan have been accepted by the Engineer and all materials and equipment for the activity are on site.

(1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

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

By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permitee with the **County** to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 0.4 hectares [**1 acre**] or more of total land area. A copy of the "General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program" is available at: http://www.pca.state.mn.us/water/stormwater.stormwater-c.html or by calling 651-296-3890.

The Contractor shall apply and pay for the NPDES Permit on this Project. Payment for the application shall be incidental to the Contract and no direct compensation will be made. Blue Earth County will provide the Contractor with the application form with Sections 1 thru 3 and 5 thru 14 completed, as part of the Contract document package. The Contractor shall fill out the Contractor's portion (Section 4 and section15), complete the application process, and post the Permit and MPCA's letter of coverage onsite.
A NPDES Permit declaration form will be sent to the Contractor with the Contract award packet. A copy of the signed permit application and a signed Permit Declaration form must be returned with the Contract and bond. Submittal of the copy of the signed permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the department has received the required documentation.

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

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

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

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities

performed in accordance with Part V.H.

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

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

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

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

NPDES Permit Requirements Cross-Reference within this Contract

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	Mn/DOT 1701, 1702 and 1717 Special Provisions: 1717 (Air, Land &Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site management Develop a Chain of Command	Mn/DOT 1506, 1717, and 2573; Special Provisions: 1717 (Air, Land &Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion/ Sediment Control) Completing Inspection / Maintenance Log/ Records	Mn/DOT 1717 and 2573; Special Provisions: 1717 (Air, Land &Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans: Mn/DOT 1717; Special Provisions: 1717 (Air, Land &Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit) 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans: Mn/DOT 2573 and 2575

Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans: Mn/DOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction) 1717 (Air, Land &Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	Mn/DOT 2105.3B and 2451.3 C; Ay also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	Mn/DOT 1717, 2573, and 2451C; Special Provisions 1717 (Air, Land &Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion /Sediment Control and Turf Establishment	The Plans: Mn/DOT 1717, 2573 and 2575; Special Provisions: 1717 (Air, Land &Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

1718 FURNISHING RIGHT OF WAY

The provisions of 1718 are supplemented as follows:

The State of Minnesota, acting through its Commissioner of Transportation is an intended third party beneficiary of the contract with respect to the portion of the work performed on the State's right-of-way.

(1803) PROSECUTION OF WORK - MODIFIED

The provisions of 1803 are modified to the extent that the "Progress Schedule" (bar chart or critical path diagram) referenced in 1803.1 and elsewhere will not be required on this Project. This shall, however, in no way lessen the Contractor's responsibility for (1) providing the Engineer with the notifications required by the provisions of 1803.2; and (2) prosecuting the work diligently, as required therein, so as to assure satisfactory progress towards a timely completion of the Project. No work shall be performed during the hours of darkness as determined by the Engineer.

(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME - MODIFIED

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

Construction operations shall be started on or before July 25, 2011 or within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

All work required under this Contract, except maintenance work and Final Clean Up shall be completed within 70 Working Days.

The provisions of Mn/DOT 1806.1C(3) (b) are modified to the extent that the term "(b) On Saturdays, Sundays, and legal holidays" is changed to read "(b) On Sundays and legal holidays". Working Day charges will be assessed six (6) days per week, Monday through Saturday.

When, in the opinion of the Engineer, work on the Project cannot be performed due to failure of material delivery beyond the control of the Contractor, the Engineer will agree to a Suspension of Work in

conformance with Mn/DOT 1803.4 and/or will cease the charging of working days, whichever the Engineer deems applicable.

A Resumption of Work Order will be issued by the Engineer after the Contractor has received delivery of the required material, and/or the Engineer will resume the charging of working days.

(1807) FAILURE TO COMPLETE THE WORK ON TIME - MODIFIED

Liquidated damages will be assessed in accordance with the provisions of Mn/DOT 1807. The County may reduce the liquidated damages to $500 when the only remaining items are maintenance or Final Cleanup.

(1901) MEASUREMENTS OF QUANTITIES - MODIFIED

Measurement of quantities shall be in accordance with the provisions of 1901, and the following:

During each days production, loads will be selected at random by the Engineer for spot checks of total tons being hauled from the producing plant. These spot checks will be taken two or more times each day, to ensure that the actual load is equal to or exceeds the established uniform load weight. The results of these tests shall be recorded and the spot-check tickets given to the County as documentation of uniform loads. The loads selected for scale check shall be weighed by the Contractor on a platform scale which is large enough to weigh the entire hauling vehicle in one operation and which is accurate to within one percent (1%) of the net load weighed. If a commercial platform scale is used for the scale check, it shall have currently been tested and approved by the Division of Weight and Measures of the Minnesota Department of Public Service. Other scales may be tested by the Contractor in the presence of the Engineer or by the Divisions of Weight and Measures, Minnesota Department of Public Service. This will be considered incidental work and no direct compensation will be made therefore.

If a belt scale is used, it shall have automatic shutoff controls that can be calibrated for more than one net weight. Manual control of shutoff controls will not be permitted. All costs that the Contractor may incur as a result of this work will be considered to be incidental to the type of aggregate being weighed and no direct compensation will be made therefore.

(1904) EXTRA AND FORCE ACCOUNT WORK

The provisions of Mn/DOT 1904 are supplemented and/or modified with the following:

The Contractor is required to submit force account work itemized statements of costs in accordance with Mn/DOT 1904 to the Engineer on Mn/DOT form TP-21659 (Summary of Daily Force Account). Copies of this form can be obtained from the Engineer.

The following sentence shall be added to the second paragraph of Mn/DOT 1904:

"Under no circumstance will the negotiated unit price for Extra Work which is performed by a subcontractor include a Prime Contractor allowance which exceeds that provided for in 1904(4), Paragraph 3."

(1906) PARTIAL PAYMENTS - MODIFIED

Partial payments shall be made in accordance with the requirements of 1906, except as modified below:

The first line of the third paragraph is modified to read: From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained until final payment is made, unless reduced by authorization of the Engineer, on the last partial payment.

(1910) FUEL COST ADJUSTMENT
The provisions of 1910 are hereby deleted. There will be no fuel cost adjustment for fuel escalation.

(2021) MOBILIZATION
The provisions of Mn/DOT 2021 are hereby deleted and replaced with the following:

2021.1 DESCRIPTION
Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

2021.2 BLANK

2021.3 BLANK

2021.4 BLANK

2021.5 BASIS OF PAYMENT

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
	Pay Lesser of the Two	
% of Original Contract Amount Completed[1]	% of Mobilization	% of Original Contract Amount
5	50	3
15	75	5
25	100	5
95	100	N/A

[1] The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all bid items).

The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

Item No.	Item	Unit
2021.501	Mobilization	Lump Sum

(2051) MAINTENANCE & RESTORATION OF HAUL ROADS - MODIFIED

Maintenance and restoration of haul roads shall be done in accordance with the provisions of 2051 except as modified below:

Prior to hauling of any materials on this project, Contractor shall submit a list of proposed haul roads to the Engineer for his approval. The Contractor shall also submit a list of all township roads that are proposed to be used as haul roads to the township official for their approval.

Contractor will be required to maintain and restore haul roads as per Specification No. 2051.4 Any costs that the Contractor may incur during this operation will be considered incidental and no direct compensation will be made therefore.

(2105) SETTLEMENT PLATES

This work shall consist of furnishing and installing settlement plates in accordance with the "Settlement Plate" detail in the Plan, the provisions of Mn/DOT 2105, and the following:

The Contractor shall maintain the settlement plates to the satisfaction of the Engineer. Any plates damaged by the Contractor's operations shall be repaired or replaced at the Contractor's own expense.

Bidders are advised that State forces will monitor the settlement plates during the tenure of this Contract. The Contractor shall cooperate with said forces in a manner consistent with the provisions of Mn/DOT 1505.

Measurement will be made by the number of settlement plates furnished and installed as specified. Payment will be made under Item 2105.602 (Settlement Plates) at the Contract bid price per each, which shall be payment in full for all costs incidental thereto.

(2105) WICK DRAINS (PREFABRICATED VERTICAL DRAINS)

DESCRIPTION

The Contractor shall furnish all necessary labor, equipment and materials, and perform all operations necessary for the installation of wick drains in accordance with the details shown on the plans and with the requirements of these specifications. The drains shall be spaced and arranged as shown on the plans or as otherwise directed by the Engineer.

MATERIAL SPECIFICATIONS

The prefabricated drain shall consist of a continuous plastic drainage core wrapped in a non-woven geotextile material. The prefabricated drains used shall be one of the following products and shall meet the material specifications identified herein:

Ali Drain
Amerdrain 407
Mebra Drain 7407
Other Engineer Approved Drain

The drains shall be free of defects, rips, holes, or flaws.

The drain core shall have a minimum tensile strength without distress or separation of 180 lbs/ft-width as tested by ASTM D-638.

The composite wick drain shall have the following minimum flow characteristics:

Flow capacity through core greater than 1.7 gallons/min under a normal stress of at least 1.4 psi.

The permittivity of the geotextile shall be greater than 0.5 sec^{-1} (30 gal/min per square foot) per ASTM D-4491.

The geotextile shall have an Apparent Opening Size (AOS) value of no greater than 0.3 mm and no smaller than 0.1 mm.

2.1 Source Approval

Prior to delivery of the wick drain product, the Contractor shall submit to the Engineer a copy of an affidavit signed by a legally authorized official from the company manufacturing the wick drain core and the company manufacturing the geotextile wrap. The affidavit shall attest that the products meet the physical and mechanical requirements stated in the specification and shall include independent test results. A wick drain sample shall be submitted for evaluation at least 15 working days prior to delivery to the project. This sample shall be at least 5 lineal feet. Approval of the wick drain by the Engineer shall be required prior to site delivery.

2.2 Control Testing

Samples of the wick drain shall be periodically reviewed by the Engineer. The Engineer reserves the right to collect samples periodically during construction for confirmation testing.

Shipment and Storage

During period of shipment and storage, the wick drains shall be wrapped in a heavy duty protective coating. The storage area shall be such that the drains are protected from sunlight, mud, dirt, dust, debris and detrimental substances.

EQUIPMENT

The wick drains shall be installed with equipment which will cause a minimum of disturbance of the subsoil during the installation. The prefabricated drains shall be installed using a mandrel or sleeve that will be advanced through a sand drainage layer, through recently placed clay fill and through the soft to firm silty clay foundation soils and anchored into firm soil using vibratory, constant load, or constant rate of advancement methods. Use of falling weight impact hammers will not be allowed. Jetting shall not be permitted for installation of the drain. The mandrel shall protect the prefabricated drain material from tears, cuts, and abrasions during installation and shall be withdrawn after the installation of the drain. The projected cross-sectional area of the mandrel and anchor combination shall not be greater than that suggested by the manufacturer and approved by the Engineer. The drain shall be provided with an "anchor" plate or rod, as required, at the bottom to anchor the bottom of the drain into firm soil at the time of mandrel removal. The wick drains shall be installed to a depth of 71 ft or as modified (not to exceed 75 ft) by the Engineer.

Potential Contractors include: Nilex Corporation – Hayward Baker
5035 Jefferson Ave
West Middleton, PA 15379
Phone: 724-587-0880
Contact: Mr. Jim Warren
Email: jwarren@haywardbaker.com

DGI-Menard, Inc.
275 Millers Run Road
Bridgeville, PA 15017
Phone: 724-412-2750
Contact: Mr. Seth Pearlman
Email: spearlman@dgi-menard.com

HB Wick Drains
14736 E. Easter Ave.

Centennial, CO 80112
Contact: Mr. J. Kolz
Email: jkolz@haywardbaker.com

The Contractor shall examine the site to determine the equipment required for the site conditions; for example, ground support and pre-drilling. The Contractor shall be solely responsible for selection of such equipment and, if required, shall modify such equipment and/or provide construction platforms such that adequate support is achieved and pre-drill if required to install the wick drains in accordance with this specification. Pre-drilling shall be an incidental expense.

At least three (3) weeks prior to the installation of the wick drains, the Contractor shall submit to the Engineer, for review and approval, details of the sequence and method of installation. The submittal shall, at a minimum, contain the following information:

A) Size, type, weight, maximum pushing force, vibratory hammer rated energy, and configuration of the installation rig.
B) Dimensions and length of mandrel,
C) Details of drain anchorage,
D) Detailed description of proposed installation procedures,
E) Proposed method(s) for overcoming obstructions, and
F) Proposed method(s) for splicing drains.

Approval by the Engineer will not relieve the Contractor of his responsibility to install wick drains in accordance with the plans and specifications. If, at any time, the Engineer considers that the method of installation does not produce a satisfactory drain, the Contractor shall alter his method and/or equipment as necessary to comply with the plans and special provisions.

CONSTRUCTION REQUIREMENTS

Wick drains shall be located, numbered and staked by the Contractor using a baseline benchmark provided by the Engineer. Wick drains shall be installed at locations shown on the plans and as directed by the Engineer. Wick drains shall be installed once the working platform of sand fill has been placed. Prior to the installation of the wick drains, the Contractor shall stake out the proposed locations of the drains and then take all reasonable precautions to preserve the markers to consist of stakes, flags, etc. The locations of the markers shall not vary by more than six (6) inches from the locations indicated on the plans or as directed by the Engineer. The Contractor shall prepare and submit to the Engineer, on a daily basis, documentation on how deep each drain was installed.

The Contractor shall demonstrate that his equipment, method, and materials produce a satisfactory installation in accordance with this specification. For this purpose, the Contractor will be required to install at least twelve (12) trial drains at locations within the work area designated by the Engineer. Trial drains conforming to this specification will be paid for at the same unit price as the production drains.

The wick drains shall be installed and anchored into firm soils at a depth of 71 ft or as approved otherwise by the Engineer. Drains that deviate from the plan location by more than six (6) inches, or that are damaged, or improperly installed will be rejected. Rejected drains may be removed or abandoned in place. At the Contractor's option, replacement drains shall be offset approximately eighteen (18) inches from the location of the rejected drain. All rejected drains will be replaced at the Contractor's expense.

The drains shall be installed vertical and to the depths and/or elevations shown on the plans or as ordered by the Engineer. The Contractor shall provide the Engineer with a suitable means of verifying the plumbness of the mandrel and determining the depth of the drain at any time. The equipment shall be checked for plumbness and shall not deviate more than .25 inches per foot from vertical.

Splices or connections in the wick drain material shall be done so as to insure continuity of the wick material

and the spliced wicks shall confirm to all of the material specification requirements. The prefabricated drain shall be cut such that at least a six (6) inch length protrudes above the working surface at each prefabricated drain locations.

Where obstructions are encountered within the foundation soils, the Contractor shall abandon the hole. At the direction of the Engineer, the Contractor shall then install a new drain within eighteen (18) inches of the obstructed drain. A maximum of two attempts shall be made as directed by the Engineer for each obstructed drain. If the drain still cannot be installed to the design tip elevation, the drain location can be abandoned and the installation equipment can be moved to the next drain location.

Installation of the drains shall consider and be coordinated with the geotechnical instrumentation. Special care shall be taken to install drains in such a manner so as not to disturb the instrumentation already in place. The replacement of instrumentation damaged as a result of the Contractor's activities will be the responsibility of the Contractor.

METHOD OF MEASUREMENT

The Contractor shall provide to the Engineer at the end of each working day a summary of the total length of wick drains installed that day. The quantity of prefabricated drain shall be the number of linear feet satisfactorily installed from the top of the working platform to the drain tip elevation.

In case of obstructions, the Contractor shall be paid at the contract unit price for the number of linear feet of drain measured from the top of the working platform to the depth at which the obstruction was encountered.

BASIS OF PAYMENT

Payment for wick drains shall be made at the contract unit price per lineal foot, which price shall be full compensation for the cost of furnishing the full length of wick drain material, installing the drain, altering of the equipment and methods of installation in order to produce the required end result in accordance with the plans and special provisions and shall also include the cost of furnishing all tools, materials, labor, equipment, and all other costs necessary to complete the required work. No direct payment will be made for unacceptable drains or for any delays or expenses through changes necessitated by improper or unacceptable material or equipment.

(2106) EXCAVATION AND EMBANKMENT – MODIFIED

The Contractor is advised that the City of Mankato owns land at the Northwest corner of the Sakatah Trail & 589th Avenue (T-351) in Section 3-108-26. This land has been donated to the City for drainage purposes and is therefore available as an **embankment material source to the Contractor**. The City of Mankato has also indicated that the Contractor May be allowed to use the Right of Way for Energy Drive as a haul route. Both the embankment material site and Energy Drive right of way are shown on the attached map following these special provisions.

If the Contractor chooses to use this site as source of embankment material the Contractor shall be responsible for coordination with all of the affected agencies (as necessary) whose facilities may be impacted by the Contractors operations. The Contractor shall submit all necessary forms and meet all requirements for facility crossings as determined by the applicable agencies prior to any disturbance or crossing with any equipment. Final Shaping to meet stormwater pond requirements will be as directed by the City Engineer. Turf Establishment, Erosion & Sediment Control will be in accordance with the NPDES Permit requirements. The affected agencies include but are not limited to:

- City of Mankato — City Engineer — 507-387-5634
- Minnesota Department of Natural Resources (DNR) — Bob Kaul — 507-359-6067
- Alliance Pipeline — Rich Rients — 507-381-3891
- Kinder Morgan Pipeline — Steve Urban — 507-381-1254
- Blue Earth County — County Engineer — 507-304-4025
- Canadian Pacific Railroad — Mitch Carlson — 612-851-5713

At the preconstruction meeting, the Contractor shall present to the Engineer his proposed plan for construction, including as a minimum, his hauling operation and the amount, size, and type of equipment he will use for the project.

Material which is excavated and determined by the Engineer or the Engineer's representative to be suitable material shall be used for embankment construction or backfill. The suitable materials shall not be mixed with or contaminated with unsuitable soil in any amounts. Selection of suitable materials shall be considered to be incidental to the contract, with no direct compensation therefore. Any stockpiling or re-handling of these materials shall be considered incidental to the contract with no direct compensation therefore.

No topsoil shall be placed on the in-slopes until the slopes are approved by the Engineer.

The rate of depositing material on the embankment shall not exceed the capacity of the leveling and compaction equipment as determined necessary by the Engineer. Compaction of this material should not be delayed after being placed.

In areas to be seeded with 310 mixture the Contractor shall excavate to original organic soils. If no organic soils are present following excavation the Contractor shall place topsoil at a minimum depth of 6" in these areas. Payment for this work shall be included in Common Excavation.

Any Excess Salvaged Aggregate not incorporated into the project shall be stockpiled for removal by Blue Earth County maintenance staff and become property of Blue Earth County.

The Contractor may excavate additional material from the CSAH 12 pond located at the Northwest corner of CSAH 12 & CSAH 3 to additional depth by projecting the existing side slopes at a 4:1 to his desired depth in lieu of providing off-site materials as approved by the Engineer.

The provisions of Mn/DOT 2106 are as follows:

2106.1 Description

This is an Excavation/Embankment Project in which payment of the excavation items and embankment items will be payment in full for all work associated with the grading operations. No shrinkage factors have been applied to any Excavation or Embankment items. The Contractor is responsible to fully construct the embankment sections as specified in the Plan and Special Provisions. Material generated from the specified excavations on the Project may be utilized in the embankment sections, where applicable, if the material meets the specifications of the Contract. No separate payment will be made for obtaining grading materials from off the Project nor will any payment be made for disposing of unsuitable or excess material.

2106.2 Materials

A Excavation Materials

All classifications of excavation shall be performed as indicated in the typical sections, cross sections, and other details of the Plan. The excavations will be classified for payment in accordance with the following provisions:

A1 Excavation – Common shall consist of all excavation materials not classified herein as Excavation – Rock, Excavation – Muck and shall include the excavations classified as Excavation – Subgrade when a separate item therefore is not included in the Proposal.

A2 Excavation – Subgrade shall consist of all excavations made below the top of the final graded surface of the road and **between** the shoulder slopes that are not made for the purpose of obtaining

slope dressing and where the excavation materials are not classified for payment as Excavation - Rock or Excavation – Muck .

A3 Excavation - Muck shall consist of excavation of all saturated and unsaturated mixtures of soil and organic matter not suitable **for** foundation material regardless of moisture content, that is removed from below the natural ground level (or as otherwise defined in the Plan) of marshes, swamps, and bogs over which embankments are to be constructed, where the excavation is required:

a) To provide a stable foundation for embankments, or

b) To accelerate the subsidence of unstable material under embankment load.

A4 Excavation – Rock shall consist of all materials that cannot, in the Engineer's opinion, be excavated without drilling and blasting or without the use of rippers, together with all boulders and other detached rock each having a volume of 1 cubic meters (**1 cubic yards**) or more. All work shall be performed in accordance with the Special Provisions.

B Embankment Materials

All embankment material furnished from sources selected by the Contractor must be approved by the Engineer prior to being delivered to the Project. The Contractor shall give the Engineer sufficient notice to permit any testing of the material that may be required for approval.

Embankment material will be classified in accordance with the material requirements given below. All classifications of embankment shall be placed as indicated in the typical sections, cross sections, and other details of the Plan.

B1 Common Embankment

Common Embankment (CV) is a combination of materials including Select Grading material, Regular Grading material and slope dressing material.

Select Grading material shall include all mineral soils in accordance with the Triaxial Chart in the Mn/DOT Grading and Base Manual, except silt. Unsuitable materials shall include debris, marl, peat, wood, or any other organic soils. Select Grading material should be reserved for embankment placement within the roadway core.

Unless otherwise shown in the Plan, the roadway core shall be considered as the area of the typical section inside the 1:1 (v:h) slope down and out from the grading shoulder PI (point of intersection) or the inslope PI otherwise indicated on the typical section for fills less than 30 feet in height. For fills greater than 30 feet in height, the roadway core shall be considered as the area of the typical section inside the 1:1.5 (v:h) slope down and out from the grading shoulder PI or the inslope PI otherwise indicated on the typical section.

Regular Grading material shall be considered mineral soils that are not classified as Select Grading material listed above. Peat, excess slope dressing material, and other organic soils (free from wood and debris) shall also be considered as Regular Grading material. The Contractor may also elect to use a portion of the available Select Grading material and incorporate this material into the Project as Regular Grading material. Regular Grading material shall only be placed outside of the roadway core and in a manner in which the material will maintain long term stability.

The Contractor shall place slope dressing material as indicated in the Plan. This slope dressing is included as a portion of the total Common Embankment (CV) quantity. Slope dressing material shall be considered "A" horizon soils as defined in the Soils Profile section of the Mn/DOT Grading and Base

Manual and as approved by the Engineer. Peat and other organic soils may also be used to supplement the available slope dressing material if approved by the Engineer.

In certain regions of the state, it is anticipated that only minimal organic material will be available for slope dressing. In those instances, the Plan will indicate that the upper 100 mm (**4 inches**) of the inplace soils or the upper 100 mm (**4 inches**) of an undisturbed naturally occurring soils profile may also be used as slope dressing material.

The slope dressing material shall not contain debris and any stones exceeding 75 mm (**3 inches**) in its greatest dimension on the soil surface at the time of performing the final finishing and turf establishment operations and shall be removed from the Project site. The debris and stones shall be disposed of in accordance with 2104.3C (Disposal of Materials and Debris). Removal of pre-existing debris and stone encountered in the undisturbed slope dressing material on the Project will be paid for as Extra Work as long as the material was not contaminated or altered by the Contractor.

The Contractor shall be responsible for providing the required quantity of slope dressing material that is capable of fostering plant growth to meet the turf establishment requirements of the Plan. The Contractor shall provide the slope dressing material, regardless of source, at no additional cost to the Department.

B2 Granular Embankment

All Granular Embankment (CV) material shall meet all the requirements of Granular Borrow as per 3149.2B1.

B3 Select Granular Embankment

All Select Granular Embankment (CV) material shall meet all the requirements of Select Granular Borrow as per 3149.2B2.

B4 Select Granular Embankment Modified

All Select Granular Embankment Modified (CV) material shall meet all the requirements of Select Granular Borrow as per 3149.2B2, however the ratio of the portion passing the 75 µm (**#200**) divided by the portion passing the 25 mm (**1 inch**) shall be modified from 12 percent to the percentage indicated in the Plan.

B5 Granular Embankment – Muck

All Granular Embankment - Muck (CV) material shall meet all the requirements of Granular Borrow as per 3149.2B1. In the event that the upper limits of muck excavation backfill is not defined in the Plan, payment for the Granular Embankment - Muck (CV) shall be computed in the estimated quantities of the Plan to an elevation of 600mm **(2 feet)** above water level at the commencement of muck excavation operations, or to the previous undisturbed ground elevation, whichever is higher.

B6 Select Granular Embankment – Muck

All Select Granular Embankment - Muck (CV) material shall meet all the requirements of Select Granular Borrow as per 3149.2B2. In the event that the upper limits of muck excavation backfill is not defined in the Plan, payment for the Select Granular Embankment - Muck (CV) shall be computed in the estimated quantities of the Plan to an elevation of 600 mm **(2 feet)** above water level at the commencement of muck excavation operations, or to the previous undisturbed ground elevation, whichever is higher.

C Stabilizing Aggregate 3149

2106.3 Construction Requirements

A General

The Contractor shall complete all clearing and grubbing operations in an area according to 2101 prior to excavation and embankment operations. During winter construction, the Contractor shall remove all ice and snow from an area just prior to excavation or embankment construction operations.

The Contractor shall not begin excavation operations on any area until the necessary cross-sections have been identified and the necessary construction limits and grades have been established to the satisfaction of the Engineer. No excavating shall be performed beyond the elevations, slopes, and limits established, without approval of the Engineer.

The Contractor shall schedule and conduct erosion control operations according to 1717.2.

The Contractor shall maintain all excavations and embankments in a well drained condition at all times. The Contractor shall install planned drainage facilities concurrently with the embankment construction, temporarily crown grades to minimize infiltration, and install temporary drainage facilities as directed by the Engineer. No material shall be stockpiled in a manner that will restrict surface drainage.

If the Contractor interrupts existing surface drainage, sewers, or subsurface drainage, the Contractor shall, at no expense to the Department, provide and maintain temporary drainage facilities as approved by the Engineer until permanent facilities are completed and operative.

B Preparation of Embankment Foundation

Before placing embankment on an existing slope steeper than 1 vertical to 4 horizontal, the Contractor shall either:

(a) Flatten the existing slope to the extent that it will not be steeper than 1 vertical to 4 horizontal; or

(b) Construct steps in the slope, with the back surface being as nearly vertical as practicable and with the horizontal cuts being made as close together as the slope permits, but with no step being less than 300 mm (**12 inches**) in width. All work required by these provisions is incidental work for which no direct compensation will be made.

Before placing any embankment 1 m (**3 feet**) or less in height, all soil that the Engineer considers unsuitable for use in the upper 1 m (**3 feet**) of the roadbed shall be removed from the area between the shoulder lines and disposed of as hereinafter provided.

Where embankment is to be constructed over swamp or marsh areas or at other locations where the foundation material is unstable, the foundation shall be excavated to remove unstable material as indicated in the Plans or as directed by the Engineer. Where non-granular soils are to be used for excavation backfill and embankments, the foundation area shall be free of standing water. No direct compensation will be made for removing such water from the excavation.

Wherever practicable, the foundations for all embankments shall be compacted between the shoulder lines by a tamping roller. Four passes shall be made on each strip the width of the roller. Other rollers may be used with permission of the Engineer. No direct compensation will be made for compacting the embankment foundations.

Before placing embankment over an old road, the Contractor shall remove any surfacing and excavate the

old road core to an elevation 300 mm (**12 inches**) below subgrade, unless a greater depth is required by the Plans.

Before backfilling depressions within the roadway caused by the removal of foundations, basements, and other structures, the Contractor shall enlarge the depressions as directed by the Engineer.

C Excavating Operations

All excavations shall be made in conformity with the lines, grades, and slopes indicated by the Engineer and as the Engineer may otherwise direct, based on the typical section and elevation controls shown in the Contract. Any excavating performed beyond the limits described that was not authorized or ordered by the Engineer will be considered to be unauthorized work.

Excavations below final grade, for the purpose of removing unstable foundation materials or removing materials that are considered unsuitable for use in the upper portion of the roadbed, shall be conducted with the understanding that the excavation limits will be subject to change as the actual subsurface conditions are disclosed. Where granular material is used, seepage trenches shall be excavated for drainage as directed by the Engineer.

Excavations in rock shall be made to secure uniformity of grade and cross-section. All rock outcroppings shall be removed from within the slope lines and above the elevations shown in the Plans. All loosened material shall be removed from the backslopes. Roadbed excavating shall be conducted to provide drainage to the shoulder slopes and not to leave depressions that cannot be drained. Unless otherwise specified, presplitting will be required for all rock backslopes steeper than 1:1 in hard rock types such as igneous, metamorphic, and carbonates.

Blasting operations shall be controlled to produce a shattering effect on the rock that will not throw the material out of the excavation areas. The "coyote" method of blasting will not be permitted. Any rock blasted away from the excavation and embankment areas shall be recovered as directed. If seismic methods are used to monitor blasting, a record shall be furnished to the Engineer.

D Disposition of Excavated Material

Excavated materials should be utilized, to the fullest extent practicable and so far as the material is suitable, for construction of the embankments or as otherwise indicated in the Plans. Each layer of the roadbed shall be constructed of uniform material. When excavation operations disclose the presence of different types of soil, the Contractor shall select the different materials and place them in the embankments or as otherwise allowed within these provisions. In general, when granular materials are uncovered, they shall be placed in the uppermost portion of the embankment. Granular material shall not be removed from the Project without the written approval of the Engineer.

When the soils are so varied that selection and placement of uniform soils is not practical, the Contractor shall use disks, plows, graders or other equipment to blend and mix suitable soils to produce a uniform soil texture, moisture content, and density; except that, all soils that contain 20 percent or more particles passing the 75 µm (**#200**) sieve shall be blended, mixed, and dried with a disk, within the entire upper 2 meters (**6 feet**) of embankment. The disk shall meet the requirements of 2123.3N, Disk Harrow. A disk is also to be used below the upper 2 meters (**6 feet**) of the embankment fill area if, in the opinion of the Engineer, the Contractor is not producing a uniform soil texture. No capping of granular materials with nongranular materials will be permitted at or within 300 mm (**12 inches**) of the subgrade surface. In the event that the Engineer orders the Contractor to select materials to an extent greater than could be normally expected with the loading and hauling method employed by the Contractor, any additional costs incurred by the Contractor will be compensated for as Extra Work.

The Contractor shall remove the inplace slope dressing, store it in locations selected by the Contractor, and

use it for slope dressing at locations and to the minimum depths shown in the Plans. Peat, muskeg, and other unstable materials that are not to be used in the roadbed embankments shall be deposited in the areas indicated in the Plans or elsewhere as approved by the Engineer. All other material, that is considered unsuitable for use in the upper portion of the roadbed shall be placed outside of a 1:1 slope down and outward from the shoulder lines on fills under 10 m (**30 feet**) in height or outside of a 1 vertical to 1.5 horizontal slope down and outward from shoulder lines on fills over 10 m (**30 feet**) in height, or used to flatten the embankment slopes, or disposed of elsewhere as approved by the Engineer.

If no other disposition is specified, the excavated materials in channels outside of the roadway construction limits shall be used to fill abandoned portions of the channels and any remaining material shall be deposited in spoil banks or elsewhere as approved by the Engineer. Spoil banks shall be properly shaped and shall be provided with sufficient openings to permit natural drainage from adjoining property. Any excavated slope dressing material, shall be used to cover the other fill material.

Snow, ice and frozen lumps exceeding 150 mm (**6 inches**) in greatest dimension will not be permitted in the roadbed embankments. Sod and frozen lumps less than 150 mm (**6 inches**) in greatest dimension may be placed only in that portion of the embankment which is outside of a 1:1 slope down and outward from the shoulder lines, but not over or adjacent to structures.

The maximum particle size for stones, concrete and bituminous fragments in the roadbed embankment shall be as shown in Table 2106-1

Table 2106-1

Depth from Grading Grade	**Max. Stone Size**	**Maximum Concrete and Bituminous Particle Size**
< 150 mm **(6 inches)**	75 mm **(3 inches)**	75 mm **(3 inches)**
150 mm **(6 inches)** – 300 mm **(12 inches)**	150 mm **(6 inches)**	150 mm **(6 inches)**
300 mm **(12 inches)** – 1200 mm **(4 feet)**	250 mm **(10 inches)**	250 mm **(10 inches)**
> 1200 mm **(4 feet)** **(1)**	300 mm **(12 inches)**	300 mm **(12 inches)**
Within 500 mm **(20 inches)** of a Structure	75 mm **(3 inches)**	75 mm **(3 inches)**
Areas Where Piling is to be Placed	150 mm **(6 inches)**	150 mm **(6 inches)**

(1) Stones and concrete fragments larger than 300 mm (**12 inches**) and less than 600 mm (**24 inches**) in greatest dimension may be placed in the roadbed embankment only as provided in 2106.3E (3). No stones or broken concrete fragments exceeding 600 mm (**24 inches**) in greatest dimension will be permitted in the roadbed embankment, except that larger stones may be placed outside of the shoulder lines but not within the median area of a roadway.

All noncombustible materials other than soils (oversized rock, broken concrete, metals, etc.) shall be disposed of in accordance with 2104.3C.

All surplus excavated soils and rock that are not wasted, stockpiled, or otherwise disposed of as specifically allowed or required by the Contract shall become the property of the Contractor and shall be disposed of by the Contractor outside of the Project limits in accordance with a satisfactory Disposal Plan. This disposal plan shall constitute the Contractor's proposal for acceptable disposition of surplus materials outside of the

Project limits in compliance with applicable environmental regulations, permit requirements, and any requirements or limitations imposed by the Contract. A satisfactory Disposal Plan shall be submitted to the Engineer prior to starting the disposal operations.

Whenever disposal sites are indicated in the Contract, whether on or off the Project, they are to be considered as being possible sites with the Contractor having the option of choosing other sites after award of the Contract under the disposal plan provisions, except in cases where mandatory disposition is intended.

E Placing Embankments

Roadbed embankments shall not be constructed during periods when the embankment material freezes while being placed and compacted, nor shall any embankment material be placed on soil that is frozen to a depth greater than 100 mm (**4 inches**). Where the foundation soil is frozen to a depth exceeding 100 mm (**4 inches**), at a time when weather conditions are such that embankment construction could be continued without the material freezing as it is being placed and compacted, the Contractor may be permitted to excavate the frozen foundation soil and proceed with the embankment construction for so long as the weather will permit, but only if and to the extent approved by the Engineer, and with the understanding that the additional costs involved shall be borne by the Contractor. The frozen soil shall be wasted and replaced with other suitable soil as may be necessary to construct the embankments as specified.

Excavations below subgrade, together with any seepage trenches excavated to provide drainage, shall be backfilled in accordance with the requirements for embankment construction and with the material specified in the Contract, or with suitable materials obtained from the excavations if no other material is specified.

Before backfilling roadbed subcuts that are 750 mm (**30 inches**) or less in depth, the upper 150 mm (**6 inches**) of soil below the bottom of the excavation shall be compacted to 95 percent of maximum density. If compaction cannot be achieved due to the in-situ soils, any equipment or methods required to stabilize the in-situ soils shall be paid as Extra Work.

Embankment material shall be deposited and spread in relatively uniform layers approximately parallel to the profile grade, and extending over the full width of the embankment. Earth moving equipment shall be routed evenly over the entire width of the roadway being constructed. Embankment widening construction shall proceed from the toe of the proposed slope inward toward the existing fill slope. Layers in the upper 1 m (**3 feet)** of the roadbed shall not be more than 200 mm (**8 inches**) in thickness (loose measurement) and those below the upper 1 m (**3 feet**) shall be not more than 300 mm (**12 inches**) in thickness (loose measurement), except under the following conditions:

(1) Where the foundation for the embankment (or backfill) is under water or is so unstable that it will not support the hauling equipment without appreciable displacement of the underlying soils, the embankment thereon may be constructed as one layer up to the lowest elevation at which the hauling equipment can operate over it without causing intrusion of the underlying soils into the upper 200 mm (**8 inches**) of the embankment so placed, but in no case shall the top of that layer be less than 1 m (**3 feet)** below the subgrade. The top of that layer shall be compacted to the satisfaction of the Engineer before any additional material is placed thereon.

(2) When the embankment material is of a granular nature, not more than 20 percent of which will pass a 75 µm (**#200**) sieve, the thickness of the layers in the upper 1 m (**3 feet**)) of the roadbed may be increased to not more than 300 mm (**12 inches**) provided compaction is obtained by an approved compactor.

(3) When the embankment material consists of 20 percent or more by total volume of stones and concrete fragments larger than 300 mm (**12 inches**) and less than 600 mm (**24 inches**) in greatest dimension which cannot be compacted utilizing standard compaction processes, that material may only

be placed in the portion of the roadbed embankment lower than 1200 mm (**4 feet**) from the top of the subgrade, in layers not to exceed 600 mm (**24 inches**) in thickness. The Contractor shall utilize special placement methods as approved by the Engineer to mix and incorporate other acceptable embankment materials with the stones and concrete fragments of the size shown above so the composite embankment of smaller and larger particles is well consolidated and the voids between the larger particles are generally filled with smaller particles.

(4) Except as otherwise permitted in (2) above, embankment materials placed adjacent to structures within the roadbed shall be placed in layers not more than 200 mm (**8 inches**) in loose thickness, for a distance of at least 15 m (**50 feet**) on each side of pipes 1200 mm (**4 feet**) or less in diameter and 30 m (**100 feet**) on each side of other structures, and for the full height from the embankment foundation to the top elevation of the structure.

(5) Except as may be necessary to obtain satisfactory compaction, layer construction will not be required in constructing such items as ditch blocks and entrances where the use of conventional equipment is impractical, nor in constructing such items as channel fills, spoil banks, and berms that do not provide foundation support for structural items.

(6) Granular Materials (3149.2B) which are excavated below the water surface or table shall not be placed on embankment soils if the water content of the excavated material, in the Engineer's opinion, is causing saturation of the previously placed embankment soils and resulting in the loss of stability and density of these soils.

Each layer consisting predominantly of rock or broken concrete shall be leveled prior to placing the next layer thereon, using suitable equipment operated in a manner that will provide even distribution of the larger rock or broken concrete and fill the voids with finer material to form a compact mass.

If, at any time prior to or during construction, the Engineer determines that it is necessary to resort to a surcharge, the Contractor shall construct the embankment as directed by the Engineer. The surcharge shall continue until the Engineer considers that satisfactory subsidence has been obtained. If, at any time during the construction, the Engineer considers it necessary, the Contractor shall excavate relief trenches as directed by the Engineer adjacent to the toes of the embankment, and backfill them as required.

The Department reserves the right to install settlement plates within the approach embankments at any bridge site as well as in other embankment areas, together with measurement control points outside the embankments, all in such locations and numbers as the Engineer deems necessary to determine the stability of the embankments. The Contractor's operations shall not disturb such installations. Any settlement plates damaged or destroyed by the Contractor's operations shall be replaced at no expense to the Department. No compensation in addition to Contract prices will be made to the Contractor for any inconvenience or expense incurred as a result of these settlement plate installations.

At a time designated by the Engineer, the Contractor shall complete the embankment by adding more material or removing any excess. After satisfactory settlement of the embankment has been obtained and the slopes have been roughly finished, the excavated material temporarily deposited outside the embankment slopes shall be disposed of as shown in the Plans or as approved by the Engineer.

If embankment surcharge is ordered to achieve subsidence, in the absence of Contract provisions requiring the same, any equipment movement required thereby that would not otherwise be necessary will be compensated for as Extra Work. Unless otherwise specified, removal of excess materials deposited by order of the Engineer will be paid for as Extra Work to the extent the removal is ordered by the Engineer.

Before any embankment is placed behind abutments that support steel superstructures, the Contractor shall place temporary hardwood wedges, as directed by the Engineer, between the superstructure and abutment parapets. These wedges shall be removed when, in the opinion of the Engineer, satisfactory

settlement of the embankment has been secured.

When the design of a structure is such that the strength of the substructure is dependent upon the restraining effect of the superstructure, the abutting embankment shall not be constructed until the superstructure has been completed to the extent necessary to provide the required restraint.

F Compacting Embankments

The rate of depositing material on the embankment shall not exceed the capacity of the leveling and compaction equipment. Compaction will be by the 'Quality Compaction Method' and as modified in these special provisions. Compaction of this material should not be delayed after being placed.

Rollers shall be used to compact the embankment materials in totality (area, layers, etc.). The type of roller(s) used for compaction shall be sufficient to meet the density requirements, as specified. The minimum size, gross weight, and applied pressure exerted by the roller(s) shall be in accordance with the equipment requirements specified under 2123.

The use of equipment to haul material (trucks, carryalls, scrapers, etc.) shall not be considered in lieu of the specified compaction equipment. Construction traffic from such hauling equipment shall be distributed uniformly over the entire embankment to the maximum extent possible. All roadbed embankment material shall be compacted as required herein for the Specified Density Method, except as otherwise provided for specific materials or portions of embankments.

Materials placed outside of a 1 vertical to 1.5 horizontal slope down and outward from the grading shoulder PI (point of intersection) on fills over 10 m (**30 feet**) in height, or outside of a 1:1 slope down and outward from the grading shoulder PI on fills of 10 m (**30 feet**) or less in height, will not be subject to the specified density requirements but shall be compacted to the satisfaction of the Engineer.

Mechanical compaction will not be required on those portions of the embankment that are constructed with material consisting predominantly of stone or rock fragments, nor in conjunction with placement of slope dressing or roadside grading involving the filling of channels and depressions where acceptable consolidation is obtained with the grading equipment.

Density control shall not apply to waste materials (peat, muskeg, etc.) nor to any other non-rock material utilized for incidental drainage or landscape filling outside the roadbed embankment. However, such materials shall be consolidated to the satisfaction of the Engineer.

F1 Specified Density Method

Where this method is specified, the Engineer will sample and test the soils that are to be used, to determine the maximum density and Optimum Moisture, and will make density and moisture tests on the compacted embankment, using methods described in the Mn/DOT Grading and Base Manual.

The upper 1 m (**3 feet**) of the embankment, together with those portions of the embankment that are below the upper 1 m (**3 feet**) but that are adjacent to structures and are subject to the same maximum layer thickness as the upper 1 m (**3 feet**), shall be compacted to a density of not less than 100 percent of maximum density. Those portions of the embankment that are below the upper 1 m (**3 feet**) and that are not adjacent to structures shall be compacted to a density of not less than 95 percent of maximum density.

At the time of compaction, the moisture content of the embankment material shall be not less than 65 percent nor more than 115 percent of Optimum Moisture where 95 percent of maximum density is required and shall be not less than 65 percent nor more than 102 percent of Optimum Moisture where 100 percent of maximum density is required.

F2 Quality Compaction (Visual Inspection) Method

When this method is specified, the equipment used in constructing the embankment shall meet 2123 and each layer of embankment material shall be compacted until there is no evidence of further consolidation. Embankment construction shall not continue when, in the opinion of the Engineer, the existing soil moisture content does not allow proper compaction.

The Engineer may elect to perform moisture and density tests as shown in the Mn/DOT Grading and Base Manual, as needed to assist Visual Inspection. The actual density or moisture obtained by testing the road embankment must meet or exceed the requirements shown in 2106.3F1 Specified Density of the Standard Specifications in order to be acceptable.

Compaction shall be obtained with a tamping roller or an approved type of vibratory compactor, except as otherwise provided for specific materials and portions of the embankments.

In plastic soils, pneumatic-tired, steel-wheeled, or grid rollers may be used for compacting embankment layers 75 mm (**3 inches**) or less in loose thickness or for compacting the upper 75 mm (**3 inches**) of thicker layers where a tamping roller will not produce an increase in density. In nonplastic soils, pneumatic-tired, steel-wheeled, or grid rollers may be used for compacting layers of 200 mm (**8 inches**) or less in loose thickness.

Compaction shall be obtained with special compacting equipment or by hand tamping methods where the use of conventional rollers is not feasible.

G Finishing Operations

All excavation, embankment and roadside areas involved in or disturbed by the construction shall be finished in reasonably close conformity with the established lines and grades, including any tolerances specified. The subgrade shall be finished and maintained as required by the applicable provisions of 2112.3. When compaction was obtained by the quality compaction method, the final shaping of the roadbed shall be done when, in the opinion of the Engineer, the moisture content of the upper portion of the roadbed is suitable for that work. If necessary, in conjunction with the final shaping, the Contractor shall, at no expense to the Department, scarify the roadbed to a depth of 150 mm (**6 inches**) and recompact it.

In conjunction with the final subgrade finishing operations, the upper portion of a granular subgrade shall be stabilized by incorporation of stabilizing aggregate if necessary to achieve satisfactory surface stability as determined by the Engineer. The aggregate shall be spread to the depth and width shown in the Plans or as needed and shall be mixed (if required) with the subgrade to the extent that stability is best achieved. After incorporation of the aggregate, the subgrade shall be recompacted and shaped to produce a stable surface meeting the specified surface tolerances. When the material needing stabilization was obtained by the Contractor from outside the Project limits as an embankment material item, the furnishing and placing of stabilizing aggregate shall be at no expense to the Department. Otherwise, this work will be compensated for under the item "stabilizing aggregate", or as Extra Work in the absence of a Contract item therefore.

Earthwork finishing and slope dressing operations shall be conducted concurrently with the grading operations so as to permit prosecution and completion of erosion control items at the earliest practicable time. Slope Dressing operations shall be carried out as soon as possible after the subsoil has been finished to grade on any significant area. At the time the slope dressing is placed, the subsoil shall be in a loose, friable condition for a uniform depth of at least 75 mm (**3** inches), and there shall be no erosion rills or washouts in the subsoil surface exceeding 75 mm (**3 inches**) in depth. To achieve this condition scarification of the subsoil will be required as directed by the Engineer, wherever the subsoil has been compacted by equipment operation or has become dried out and crusted, and where necessary to obliterate erosion rills.

In areas to be cultivated or used as agricultural fields the Contractor shall subsoil to a minimum depth of 18" prior to topsoil placement, place topsoil with a dozer only, and then subsoil the topsoil placed to a depth equal to that of the topsoil placed or as directed by the Engineer. De-compaction will be paid for under Item 2106.605 Subsoiling for both the clay and topsoil layer.

Subsoiling shall be required to reduce soil compaction in all areas where subsoiling is shown on the Plan. Subsoiling shall be performed by the prime or excavating contractor. If subsoiling operations bring to the surface materials that are unacceptable to the Engineer, then additional work necessary to restore the area to acceptable conditions shall be compensated as Extra Work.

The Contractor shall schedule a 15 meter (**50 foot**), two directional test and demonstrate competence to the Engineer prior to continuing operations. The Engineer shall identify the test area. Subsoiled areas shall be loosened to less than 1400 kPa (**200 psi**) to a depth of **18 inches** of the inplace and top soil. When directed by the Engineer, the Contractor shall verify that the subsoiling work conforms to the specified depth. To test for conformance, the Contractor shall use a cone penetrometer that meets standard ASAE Soil Testing Specifications of a 20 mm (**13/16 inch**) insertion rate per second.

After obtaining approval by the Engineer that the equipment and methods are sufficient to perform the work, the Contractor may proceed and complete the subsoiling operation. Work done without the Engineers approval will be considered as unauthorized work.

Subsoiling shall form a two-directional (90°) grid . Channels shall be created by a commercially available, multi-shanked, parallelogram implement attached to track-type equipment. The equipment shall be capable of exerting a penetration force necessary for the site. No disc cultivators, chisel plows, or spring-loaded equipment will be allowed. The grid channels shall be spaced a minimum of 300 mm (**12 inches**) to a maximum of 910 mm (**36 inches**) apart, depending on equipment, site conditions, and the Plan. The channel depth shall be a minimum of **18 inches** or as specified in the Plan. If soils are saturated, the Contractor shall delay operations until the soil dries to field capacity or less.

Only one pass shall be performed on erodible slopes greater than 1 vertical to 3 horizontal. Work shall be at right angles to the direction of surface drainage, whenever practical. Exceptions to subsoiling include areas within the dripline of any existing trees, over utility installations within 750 mm (**30 inches**) of the surface, where trenching/drainage lines are installed, where compaction is by design (abutments, footings, or inslopes), and inaccessible slopes, as approved by the Engineer. In cases where exceptions occur, the Contractor shall observe a minimum setback, as directed by the Engineer.

Those portions of an old road that are abandoned, which are outside the grading areas, shall be graded and finished to an acceptable contour that blends with the adjoining terrain. On all areas where an old roadbed or temporary haul road have been located, and are to receive turf, the existing soils and granular material shall be removed and replaced and/or subsoiled to provide not less than 500 mm (**20 inches**) of loose, friable soil below the finished surface. All structural material including granular, shall be removed. Any temporary haul removal costs will be incidental to the Project. Removed material may be disposed of off the Project site or recycled on the Project if approved by the Engineer.

All depressions resulting from structure removals, debris burying, grubbing operations, and other causes, shall be backfilled with suitable material to the designated contour and so as to conform with any pertinent requirements.

All work involved in the finishing operations, as specified herein and as otherwise required by the Contract, shall be compensated for as part of the payment for Contract items covering excavation, removals, or the furnishing of material.

2106.4 Method of Measurement

The Department will determine quantities for excavation and embankment according to 1901 as modified by these provisions.

A Excavation Material

The Department will determine the quantities by excavated volume of the excavation material in its original position. Volumes will be computed by the average end area method determined from original and final cross-sections.

In excavations classified as rock, the measurement will include a volume allowance for overbreakage if the plane of the bottom of the excavation falls within a layer or stratum of rock. Unless other limits are shown on the typical grading sections, measurements will include a 150 mm (**6 inches**) overbreak allowance outside the grading section as indicated, with the exception that 500 mm (**20 inches**) (measured horizontally) will be allowed outside of backslopes in hard rock types where pre-splitting is not required. No overbreak allowance will be made for pre-split backslopes.

The Engineer will determine the actual limits between different material classifications by field measurements during construction as true elevations are disclosed. If any changes are made in the Plan grading sections or grades that affect the excavation limits as indicated in the Contract, measurements will be taken as necessary to establish the actual limits of excavation. Where slope dressing is required, measurements will be taken on the finished surface after placement of the slope dressing, and a quantity allowance will be made equal to the thickness of slope dressing placed. In excavations made below finished grade, the limits of excavation measurement will be as defined by the grades and slope lines, unless actual field measurements are taken.

The Contractor may dispute the Contract excavation and embankment quantities designated in the Plan. The Contractor is responsible for notification to the owner pertaining to Contract quantity disputes for excavation and embankment activities. A claim for compensation or time extension in regard to excavation and embankment activities will be rejected, either partially or entirely, if the Contractor cannot prove the following:

The magnitude of the dispute exceeds normal variations for earthwork items.
The owner was given reasonable opportunity to monitor Contract impacts resulting from quantity claims for compensation or time extension.

The limits for determination of quantities will be defined by the cross-sections. The limits for quantity determinations will not extend beyond the authorized grading sections, except for the allowances specified. Quantity deductions will be determined by actual or fixed dimensions to exclude materials encompassed by the excavation measurements that are to be removed under other Contract items. Excavation and embankment quantities, will be recomputed or otherwise adjusted on the basis of actual limits as measured or otherwise fixed, and payment for the applicable items will be made as altered thereby.

B Embankment Material

The Engineer will measure embankment material by volume according to 1901 and as specified in the Contract as Compacted Volume (CV). Only those materials accepted for use on the Project will be measured for payment under the embankment material items.

C Blank

D Stabilizing Aggregate

The Engineer will measure stabilizing aggregate according to 1901 by compacted volume (CV) as furnished and incorporated into the subgrade.

E Subsoiling

The Engineer will measure subsoiling according to 1901 by area field measurement.

2106.5 Basis of Payment

Payment for the accepted quantities of stabilizing aggregate at the Contract prices per unit of measure will be compensation in full for furnishing and placing the material as specified, including final finishing operations.

When the Contractor is required to obtain embankment material from a source specifically stipulated in the Contract, any required incidental pit excavation (stripping, waste, etc.) will be compensated for separately, or as Extra Work in the absence of such payment provisions.

Payment for the accepted quantities of the following Excavation Items at the Contract Unit Price per cubic meter [**cubic yard**] will be compensation in full for all costs of scalping and preparing the excavation and embankment construction areas; of excavating, loading, and hauling the excavated material needed for the specified embankment construction; or of hauling and disposing of materials not needed or unsuitable for the embankment construction. No direct compensation will be made for the costs associated with the temporary stockpiling of material on the Project or construction of temporary access roads.

Payment for the accepted quantities of the following Embankment Items at the Contract Unit Price per cubic meter [**cubic yard**] (CV) will be compensation in full for all costs of constructing the embankment as specified in the Plans including the placing, compacting and finishing of materials from the roadway excavation and/or furnishing, hauling, placing, compacting and finishing materials obtained from off the Project that may be needed to supplement the available embankment material from the Project excavation. No direct compensation will be made for water used in conjunction with the mixing, placing, and compacting operation; construction of temporary access roads; or any incidental pit stripping, waste excavation, clearing and grubbing, slope dressing, pit shaping, seeding or other expenses incurred in supplying grading material from off the Project.

Extra Work compensation will be provided for the removal and disposal of any debris encountered in the excavations to the extent that its existence was not known to the Contractor at the time of bidding, and then only when its satisfactory removal and disposition requires separate handling or the use of special equipment.

Compensation for roadway excavation items will include any increased haul costs not qualifying for Extra Work compensation or bid price adjustment in consideration of 1402.

If the Proposal fails to include a bid item for Excavation – Rock and material is uncovered that is so classified, excavation of the rock will be paid for separately at the Contract price for Excavation – Common, plus an additional $26.00 per cubic meter (**$20.00 per cubic yard**). Such stipulated prices for rock excavation will apply up to a maximum of 200 m3 (**260 cubic yards**) of excavation per item or to such quantity as may be performed by mutual consent prior to execution of an Extra Work agreement.

If any Excavation - Muck in addition to that indicated in the Plans is required by the Engineer, when payment is made on the basis of excavation volumes, the increased quantity will not be considered as a basis of claim for increased compensation, except as provided by the following:

a) That portion of the additional excavation that is removed from below a plane parallel to and 5 m (**15 feet**) below the natural ground surface will be measured in 2 m (**5 foot**) depth zone increments and paid for separately at adjusted unit prices. The adjusted unit price will be equal to the Contract bid price for Excavation - Muck plus $0.39 per cubic meter (**$0.30 per cubic yard**) for the additional excavation within

the 5-7 m (**15-20 foot**) depth zone and an additional $0.26 per cubic meter (**$0.20 per cubic yard**) for each additional 2 m (**5 foot**) increment of depth beyond 7 m (**20 feet**).

b) If any portion of the additional excavated material in excess of 10% of the planned quantity should be required to be placed in a disposal area other than shown or described for the planned excavation, any additional costs incurred will be compensated for as Extra Work.

The adjusted unit prices specified above for Excavation – Muck will be compensation in full for all additional costs incurred in excavating to depths greater than planned, in finishing the additional disposal quantities and areas, and in rehandling any materials deposited within the extended excavation limits. Payment at the Contract price will include full compensation for all pumping and dewatering specifically required, for all rehandling and hauling of the excavated material that is necessary for its disposal, and for all finishing of the disposal areas.

Partial payments will be subject to withholding of a portion of the Contract amount to cover the reasonable value of any uncompleted operations that are designated as a part of the complete unit. The amounts so withheld will be based upon the estimated surface area exposed to probable erosion without the required surface finishing and turf establishment operations being completed.

All areas within the grading construction limits, exclusive of roadbed areas, on which the natural vegetation has been rendered ineffective by the grading or grubbing operations, will be considered as being exposed to probable erosion until such time that the final surface finishing and turf establishment operations have been completed.

The amounts to be withheld on each partial estimate will be the product of $7413.00 per hectare (**$3000.00 per acre**), unless otherwise stated in the Contract, and the estimated number of unfinished hectares (**acres**) exposed to probable erosion at the time the estimate is prepared. This withholding will apply to the entire Project or to any area, as determined by the Engineer.

For application and release purposes, the Project may be divided into separate control areas based on earthwork balance points, drainage area boundaries, or roadway segments as indicated in the Contract or as otherwise deemed appropriate by the Engineer.

Upon completion of the rough grading operations and placement of slope dressing in each control area, the amount withheld for that area will be reduced by 50 percent. Once mulch has been placed, the amount will be reduced by an additional 30 percent. Full release of the amount withheld will be made when the seeding has been accepted.

Whenever the possibility for erosion damage or water pollution exists, release of withheld amounts will not be made for a control area until adequate temporary or permanent erosion control measures have been provided.

Payment for excavation and embankment construction will be made on the basis of the following schedule:

Item No.	Item	Unit
2106.607	Excavation – Common	cubic meter (**cubic yard**)
2106.607	Excavation – Subgrade	cubic meter (**cubic yard**)
2106.607	Excavation – Muck	cubic meter (**cubic yard**)
2106.607	Excavation – Rock	cubic meter (**cubic yard**)
2106.607	Common Embankment (CV)	cubic meter (**cubic yard**)
2106.607	Granular Embankment (CV)	cubic meter (**cubic yard**)
2106.607	Select Granular Embankment (CV)	cubic meter (**cubic yard**)
2106.607	Select Granular Embankment Modified (1) (CV)	cubic meter (**cubic yard**)
2106.607	Granular Embankment – Muck (CV)	cubic meter (**cubic yard**)

2106.607 Select Granular Embankment – Muck (CV) cubic meter(**cubic yard**)
2106.607 Stabilizing Aggregate cubic meter (**cubic yard**)
2106.605 Subsoiling hectare (**acre**)

(1) Specify basis of percent modification (ie. 5%, 7%, 10%..etc)

The full provisions of 1903 shall apply to all 2106 pay items with the exception of all Excavation and Embankment pay items. Standard Specification 1903 is modified for the Excavation and Embankment pay items included with the 2106 Excavation and Embankment specification to the extent that any references to 75 percent shall be construed to read 90 percent and any references to 125 percent shall be construed to read 110 percent.

(2123) EQUIPMENT RENTAL

The provisions of 2123 are modified and/or supplemented with the following:

The following is added to Mn/DOT 2123.3 SPECIFIC REQUIREMENTS:

N Disk Harrow

The disk harrow shall be of sufficient size and mass to manipulate the soils to a depth of approximately 300 mm [**12 inches**] and shall meet the approval of the Engineer.

The following is added to Mn/DOT 2123.5 BASIS OF PAYMENT:

2123.610 Disk Harrow..... hour

(2501) PIPE CULVERTS

This work consists of furnishing and installing pipe culverts and fittings in accordance with the Plans, the applicable Mn/DOT Standard Specifications, Section 12 of the AASHTO LRFD Bridge Design Specifications, the attached detail "PLASTIC PIPE INSTALLATION REQUIREMENTS", and the following:

MEASUREMENT

Measurement will be made by the length of pipe culvert furnished and installed as specified.

PAYMENT

Payment for pipe culverts will be made in accordance with the schedule set forth below at the appropriate Contract unit bid price for each separate item of work, which shall, in each instance, be compensation in full for the costs of all materials, equipment, and labor required to complete the work as specified, to the satisfaction of the Engineer.

Item No.	Description	Unit
2501.603	___ mm [__"] Pipe Culvert	meter [**linear foot**]

(2503) PIPE SEWERS

This work shall consist of furnishing and installing pipe sewers and fittings in accordance with the Plans, the applicable Mn/DOT Standard Specifications, Section 12 of the AASHTO LRFD Bridge Design Specifications, the attached detail "PLASTIC PIPE INSTALLATION REQUIREMENTS", and the following:

(2506) MANHOLES AND CATCH BASINS

Mn/DOT 2506 is hereby modified and/or supplemented with the following:

A 100 mm [**4 inch**] thick concrete encasement shall be placed around the outside of the manhole or catch basin as detailed in current Mn/DOT Standard Plate 4026. This encasement shall be placed at the time of final casting placement and shall be incidental for which no payment will be made.

Adjusting Rings manufactured from High Density Polyethylene (H.D.P.E.) are approved as an alternate to concrete adjusting rings. It is important that the H.D.P.E. adjusting ring be sealed with the product recommended by the manufacturer.

(2511) RIPRAP

Riprap shall be furnished in accordance with the provisions of 2511 and the following:

The Contractor shall place riprap at locations shown in the plan and to dimensions as directed by the Engineer. The use of salvaged concrete materials will not be permitted for use as riprap. Riprap will be paid for by in-place volume of the material based on the surface dimensions staked and the specified thickness. Payment will not be made by weight of material basis.

The unit price of riprap shall include the furnishing and placement of Granular Filter under the entire riprap areas. Granular Filter Material shall be considered incidental with no direct payment made therefore. Geotextile Fabric will not be allowed as a substitution for Granular Filter Material.

(2573) STORM WATER MANAGEMENT

The provisions of Mn/DOT 2573 are supplemented and/or modified with the following:

The second paragraph of Mn/DOT 2573.3A1 Erosion Control Supervisor, is revised to read as follows:

The Erosion Control Supervisor shall be a responsible employee of the prime Contractor and/or duly authorized by the prime Contractor to represent the prime Contractor on all matters pertaining to the NPDES construction stormwater permit compliance. The Erosion Control Supervisor shall have authority over all Contractor operations which influence NPDES permit compliance including grading, excavation, bridge construction, culvert installation, utility work, clearing/grubbing, and any other operation that increases the erosion potential on the Project. In addition, the Erosion Control Supervisor shall **implement the Contractor's quality control program and other provisions in accordance with 1717.2 and** be available to be on the Project within 24 hours at all times from initial disturbance to final stabilization as well as perform the following duties:

Mn/DOT 2573.3 A2, Construction of Temporary Storm Water Basins, is revised to read as follows:

Temporary storm water basins shall be constructed concurrently with the start of soil disturbing activities whenever practicable. The basins must be made fully functional and have storm water runoff from the localized watershed directed to the basins. The exposed sideslopes of the basins must be mulched and/or seeded within the time periods as set forth in 1717, or as directed by the Engineer.

The second paragraph of Mn/DOT 2573.3 A5, Vehicle Tracking Onto Paved Surfaces, is revised to read as follows:

The Contractor is responsible for insuring paved streets are clean at the end of each working day or more often as necessary to provide safety to the traveling public. Tracked sediment on paved surfaces must be removed by the Contractor within 24 hours of discovery, in accordance with 1717.2. Payment for street sweeping to provide safe conditions for the traveling public, environmental reasons or regulatory requirements shall be as provided in accordance with 1514.

The first sentence of Mn/DOT 2573.3E2 is revised to read as follows:

The bioroll shall be installed and anchored with wood stakes. The stakes shall be at a minimum nominally 25 mm x 50 mm **(1 inch x 2 inch)** and a minimum of 400 mm **(16 inches)** long with a pointed end.

The first paragraph of Mn/DOT 2573.3J Filter Log Installation, is revised to read as follows:

J Filter Log Installation
Filter logs shall be placed in accordance with the Plan. Straw and wood fiber filter logs shall be staked in place with wood stakes. Wood stakes shall be at a minimum 25 x 51 mm (**1 x 2 inch**) nominal size by 400 mm (**16 inches**) long. The stakes shall be driven through the back half of the log at an angle of approximately 45 degrees with the top of the stake pointing upstream. When more than one log is needed for length, the ends shall be overlapped 150 mm **(6 inches)** with both ends staked. Staking shall be every 0.3 m **(1 foot)** along the log unless precluded by paved surface or rock.

Mn/DOT 2573.5 Basis of Payment, is revised to read as follows:

Payment for storm water management and sediment control items will be compensation in full for all labor, materials, equipment, and other incidentals necessary to complete the work as specified, including the costs of maintenance and removal as required by the Contract. The Contractor will receive compensation at the appropriate Contract prices, or in the absence of a Contract bid price, according to the following unit prices, or in the absence of a Contract price and unit price, as Extra Work. In the absence of a Contract item for Erosion Control Supervisor, this work shall be considered incidental.

Mn/DOT 2573.5 E, Unit Prices, is revised to read as follows:

The Department will pay the following unit prices for temporary sediment control items in the absence of a Contract bid price:

(1) Bale Barrier $13.45/m (**$4.10 per linear foot)**
(2) Silt Fence, Heavy Duty $10/m (**$3.00 per linear foot**)
(3) Flotation Silt Curtain, Type: Still Water, 1.2 m (**4 foot**) depth $54.10/m (**$16.50 per linear foot**)
(4) Sediment Trap Excavation $7.20/m^3 (**$5.50 per cubic yard**)
(5) Bituminous Lined Flume $6.00/m^2 (**$5.00 per square yard**)
(6) Silt Fence, Type Machine Sliced $6.50/m ($**2.00 per linear foot**)
(7) Sediment Removal, Backhoe $175 per hour
(8) Filter Log, Type Straw Bioroll $1.00/m (**$3.00/foot**)
(9) Filter Log, Type Rock Log $16.50/m (**$5.00/foot**)
(10) Flocculant Sock $300 each

(2573) EROSION CONTROL SUPERVISOR
Section 2573.4S is deleted and replaced by the following:

S Erosion Control Supervisor
No measurement will be made of the various duties that the Erosion Control Supervisor performs or of the number of hours required, but all such work will be construed to be included in the single Lump Sum Payment under Item 2573.601 (Erosion Control Supervisor). Upon satisfactory completion of one half of the allowable Working Days for the Project, the Engineer may authorize partial payment not exceeding 50 percent of the Contract bid price. The remaining percentage will be paid upon completion of the Project.

(2575) CONTROLLING EROSION AND ESTABLISHING VEGETATION

The provisions of Mn/DOT 2575 are hereby modified and/or supplemented with the following:

Mn/DOT 2575.3D paragraph 2 and table 2575-2 are hereby deleted and replaced with the following:

The Contractor shall sow the seed uniformly at the rate of application specified in Table 3876-5.

Mn/DOT 2575.4D is hereby deleted and replaced with the following:

D Seed

When a bulk rate seed mixture is specified as shown in table 3876-5, the measurement will be made on that bulk mass. When a PLS rate seed mixture is specified as shown in table 3876-5, the measurement will be made on the PLS mass.

Mn/DOT 2575.5C is hereby deleted and replaced with the following:

C Seed

When a seed mixture is specified at a bulk rate as shown in table 3876-5, the payment will be made on that bulk mass. When a seed mixture is specified at a PLS rate as shown in table 3876-5, the payment will be made on the PLS mass.

Payment for seed not meeting germination and purity or PLS requirements of 3876 shall be subject to 1503. When components are missing from the specified mixture the affected seeded areas shall be reseeded with the missing components by the Contractor at no additional cost to the Department.

(2575) RAPID STABILIZATION SPECIFICATIONS - MODIFIED

This work shall consist of operations necessary to rapidly stabilize small critical areas, to prevent off site sedimentation and/or to comply with permit requirements. The work may be performed at any time during the Contract and will be conducted on small areas that may or may not be accessible with normal equipment. This work shall be done in accordance with the applicable Mn/DOT Standard Specifications, the details shown in the Plan, and the following:

Bidders are advised the plan contains quantities for temporary erosion control items. The Contractor will be required to mobilize to the site for the use of these items for temporary erosion control. The temporary erosion control items will be paid individually by the item used at the contract unit price. For example the Engineer can direct the Contractor to perform the application of Mulch Type 1 or Hydraulic Soil Stabilizer Type 5 with or without disk anchoring, seed, seeding, and fertilizer.

BASIS OF PAYMENT

In the absence of a Contract bid price, the Department will pay the following unit prices for Rapidly Stabilizing Small Scattered Critical Areas directly abutting Waters of the State during rough grading and as required in the NPDES permit. These unit prices shall be construed to include mobilizations for this activity.

Rapid Stabilization	Pre-Approve Prices	
Method 1	$900/ha **($400/acre)**	Approved price reflects small quantities. Quantities installed per Project visit are assumed to require approximately 0.4 to 0.8 ha **[1 to 2 acres]** of coverage.
Method 2	$2220/ha **($898/acre)**	Approved price reflects small quantities. Quantities installed per Project visit are assumed to require approximately 0.4 to 0.8 ha **[1 to 2 acres]** of coverage.

Method 3	$149.50/m^3 **($566/M gallon)**	Approved price reflects small quantities. Quantities installed per Project visit are assumed to require approximately 11.4 to 34 m^3 **[3000 to 9000 gallons]** of product slurry.
Method 4	$3.00/m^2 **($2.50/SY)**	Approved price reflects small quantities. Quantities installed per Project visit are assumed to require approximately 150 to 650 m^2 **[200 to 800 SY]** of coverage.
Method 5	$48.60/metric ton **($45/ton)**	Approved price reflects small quantities. Quantities installed per Project visit are assumed to require approximately 9 to 18 metric tons **[10 to 20 tons]** of riprap.

(3236) REINFORCED CONCRETE PIPE

The provisions of Mn/DOT 3236 are modified and/or supplemented with the following:

Manufacturers of reinforced concrete pipe may produce an alternate "offset joint" on the spigot end of the pipe. This type of offset joint is to be used with the profile or prelubricated pipe seal systems. See Mn/DOT Standard Plate 3006.

The first paragraph of Mn/DOT 3236.2A3 is hereby deleted and replaced with the following:

Cement substitutions as addressed in 2461.3D are hereby modified as follows to allow:

(a) 30 percent Class F or Class C fly ash by weight
(b) 35 percent ground granulated blast furnace slag by weight
(c) 35 percent substitution with a combination of ground granulated blast furnace slag and Type F or Type C fly ash by weight

All other provisions of 2461.3D shall apply. The use of admixtures shall conform to 2461.3E.

(3876) SEED

The provisions of Mn/DOT 3876 are supplemented and/or modified with the following:

The second paragraph of Mn/DOT 3876.1 is hereby deleted and replaced with the following:

Pure live seed (PLS) is the percent of seed germination plus dormant and/or hard seed times the percent of seed purity of each species divided by 100.

Mn/DOT 3876.2A General Requirements is hereby deleted and replaced with the following:

A General Requirements

All seed lots shall conform to the latest seed law of the State (Minnesota Statutes 21.80-21.91, last revised 8/2/06), and any applicable federal regulations, including those governing labeling and weed seed tolerances. Seed lots sold or offered for sale in the state of Minnesota are subject to inspection, sampling, and testing for verification of label claims and compliance with the Minnesota Seed Law by the Department of Agriculture (M.S. 18J.04). Tolerances for germination and purity factors will be applied as established in Rules 1510.0050, 1510.0060, 1510.0070, 1510.0080, 1510.0090 and 1510.0100 to seed lots sampled and tested by official methods. For all seed used in Mn/DOT mixes or projects, tests for viability (including germination and TZ tests) are valid for 12 months from the test date, exclusive of the month the test was completed. Seed shall be installed while tests are still valid.

All legume seed, including native legumes, shall have been pre-inoculated with the proper bacterial culture for the species being inoculated and with the bacteria culture designed for this purpose (pre-inoculation), in the manner and within the time specified by the manufacturer.

A1 Labeling

Contractor shall supply seed that is labeled according to the labeling requirements for agricultural seed as set forth in the Minnesota Seed Law, section 21.82. The Contractor shall supply seed that also contains the following information:

a) County of genetic origin for each native component (List at least two counties for germplasm comprising accessions from multiple counties)
b) PLS percent for each mix component (Purity x Total Germination and Hard or Dormant Seed/100) for each mix component **(For PLS component of mix's)**
c) Total PLS weight for the bag. The tag shall identify this as the pay item. **(For PLS component of mix's)**
d) Total bulk weight for the bag
e) Area covered by the amount of seed in the bag when applied at the rate specified for the mix
f) All information pertaining to individual components in a mix is required for all components, including those that constitute less than 5% of the total mix.

Tags must not be hand written. If any of the above mentioned information is not included on the tag the material will be subject to specification 1503. When multiple bags are required to keep certain species or groups of species separate for the purpose of seeding those bags may be placed inside of a larger bag as long as each bag is labeled separately and the outer bag is labeled with the name of the mix.

Each package of seed must include a "Certified Vendor" tag that is issued by Mn/DOT Erosion Control unit. This will indicate that the seed has come from a Mn/DOT Approved Seed Vendor as described in 3876.3.

A2 Seed Cleaning

Contractor shall use seed that has been cleaned to an extent sufficient to allow its passage through appropriate seeding equipment. Seed of introduced species must be suitable for use in conventional seeders. Seed of native species must be suitable for use in native seed drills without plugging up the boxes, drop tubes, or planting units of the seed drills. Contractor shall not use seed that has been conditioned so much that it suffers reduced viability as a result.

A3 Substitutions

Alternate species or germplasm may only be used by requesting permission from the Office of Environmental Services Turf and Erosion Control Engineering Unit. Requests for permission must include written proof from three potential suppliers that the specified germplasm is not available. Approved substitutions will be named in a memo at the time they are approved. All currently approved substitutions will be posted on the Office of Environmental Services Erosion Control Unit website. Use of germplasm not listed herein will be considered unacceptable and will be subject to 1503.

A4 Requirements for seed of native species

Contractor shall supply and plant all seed in the 300 series mixes as pure live seed (PLS). This includes the cover crop, grass, sedge, and forb components. All seed in the cover crop component of mixes in the 300 series must be certified by the Minnesota Crop Improvement Association (MCIA) or the appropriate seed certifying agency in the seed's state of origin, if other than Minnesota.

All native seed used in mixes in the 300 series shall be certified by the Minnesota Crop Improvement Association (MCIA) in the Source Identified class. The genetic origin for this seed shall be within Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin.

Source Identified seed shall be accompanied by the appropriate quality mark documentation from the

MCIA, in the form of a MCIA-labeled yellow tag or certification certificate. County of genetic origin shall be clearly identified on the seed label for all native seed. Selected class and Tested class germplasm of native species listed in Table 3876-1 located on the website of the Office of Environmental Services Erosion Control unit may be used in 100 and 200 series seed mixtures.

If a specified species or germplasm is not available, substitutions will be granted for native seed in the 300 series mixes according to the following order of preference:

1) First preference, MCIA certified Source Identified class with a genetic origin in Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin
2) Second Preference: Source Identified seed certified by a seed certifying agency other than MCIA but with a genetic origin in Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin
3) Third Preference: Certified seed of varieties/germplasm listed in Table 3876-1.
4) Fourth Preference: Wild Type from Minnesota or eastern North Dakota, eastern South Dakota, northern Iowa, or western Wisconsin. Wild type seed is defined as seed of a local or regional ecotype that has originated from remnant native stands and that has not undergone any intentional selection process.

Mn/DOT Table 3876-1 is hereby deleted and replaced with the following:

TABLE 3876-1
NATIVE GRASSES
SEED COUNTS AND ACCEPTABLE GERMPLASM

Trade Name	Scientific Name+	Acceptable Varieties/Germplasm*	Seeds Per Pound
Big Bluestem	Andropogon gerardi	Bonilla, Bison	131,200
Sideoats Grama	*Bouteloua curtipendula*		96,000
Blue Grama	*Bouteloua gracilis*		640,000
Fringed Brome	*Bromus ciliatus*		160,000
Kalm's Brome	*Bromus kalmii*		128,000
Hairy wood chess	*Bromus purgans*		121,600
Buffalo grass	*Buchloe dactyloides*		51,200
Blue-joint grass	*Calamagrostis Canadensis*		3,360,000
Bottle Brush Sedge	*Carex comosa*		384,000
Tussock Sedge	*Carex stricta*		848,000
Fox Sedge	*Carex vulpinoidea*		1,440,000
Canada Wild Rye	*Elymus canadensis*	Mandan	67,200
Bottle brush grass	*Elymus hystrix*		75,200
Slender Wheat Grass	*Elymus trachycaulus*	Revenue	135,000

TABLE 3876-1
NATIVE GRASSES
SEED COUNTS AND ACCEPTABLE GERMPLASM

Trade Name	Scientific Name+	Acceptable Varieties/Germplasm*	Seeds Per Pound
Virginia Wild Rye	*Elymus virginicus*		62,400
Western Wheat Grass	*Elytrigia smithii*		113,600
Reed Manna Grass	*Glyceria grandis*		1,280,000
Fowl Manna Grass	*Glyceria striata*		2,560,000
Common rush	*Juncus effusus*		16,000,000
June Grass	*Koeleria macrantha*		2,400,000
Switch Grass	*Panicum virgatum*	Forestburg, Dacotah	224,000
Fowl Bluegrass	*Poa palustris*		2,080,000
Canada Bluegrass	*Poa compressa*		2,400,000
Little Bluestem	*Schizachyrium scoparium*	Itasca Germplasm	140,800
Green Bulrush	*Scirpus atrovirens*		2,240,000
Wool-grass	*Scirpus cyperinus*		2,880,000
Soft-stem Bulrush	*Scirpus validus*		496,000
Indian Grass	*Sorghastrum nutans*	Tomahawk	132,800
Prairie Cordgrass	*Spartina pectinata*	Red River Germplasm	105,600
Rough Dropseed	*Sporobolus asper*		480,000
Sand Dropseed	*Sporobolus cryptandrus*		3,200,000
Prairie Dropseed	*Sporobolus heterolepsis*		224,000
Green Needle Grass	*Stipa viridula*		120,000

* Varieties listed are approved for use in 100 and 200 series mixes. Their substitution for MCIA Source Identified seed in 300 series mixes is only allowed upon satisfaction of the requirements of 3876.2 A5. When multiple varieties are listed for a single species, they are listed in order of preference.

Delete Mn/DOT 3876.2B Requirements for Native Grasses, Sedges, Rushes (label and paragraphs) and replace with:

B Requirements for Native Grasses, Sedges, and Rushes Table 3876-1
(Keep table 3876-1)

Delete Mn/DOT 3876.2E Requirements for Native Forbs (Wildflowers): (label and paragraphs) and replace with:

E Requirements for Native Forbs (Wildflowers) Table 3876-4
(Keep table 3876-4)

Mixtures 260 and 270 in Mn/DOT Table 3876-5 are hereby deleted and replaced with the following:

Mixture: 260			
Common Name	**Bulk Rate**		**% of Mix Component**
	kg/ha	**lb/ac**	
Bluegrass, Kentucky "Certified Park"	35.8	40	32.0
Bluegrass, Canada	11.2	12.5	10.0
Bluegrass, Kentucky - Low Maintenance[1]	33.6	37.5	30.0
Fescue, hard	9.0	10	8.0
Rye-grass, perennial	22.4	25	20.0
GRAND TOTALS:	**112**	**125**	**100.0**
[1] Any accepted low maintenance Kentucky Bluegrass Except "Park"			
Purpose: Commercial Turf			

Mixture: 270			
Common Name	**Bulk Rate**		**% of Mix Component**
	kg/ac	**lb/ac**	
Bluegrass, Kentucky - Elite	33.6	37.5	25.0
Bluegrass, Kentucky - Improved	33.6	37.5	25.0
Bluegrass, Kentucky - Low Maintenance	33.6	37.5	25.0
Red fescue, creeping	10.8	12	8.0
Rye-grass, perennial	22.8	25.5	17.0
GRAND TOTALS:	**134.4**	**150**	**100.0**
Purpose: Residential Turf			

The 300 series mixes from Mn/DOT Table 3876-5 are hereby deleted and replaced with the following:

Table 3876-5

Mixture: 310			
Common Name	**PLS Rate**		**% of Mix Component**
	kg/ha	**lb/ac**	
Bluestem, big	2.8	2.5	25.0
Indian grass	2.8	2.5	25.0
Wild-rye, Virginia	2.2	2.0	20.0
Switch grass	0.6	0.5	5.0
Blue-joint grass	0.3	0.25	2.5
Green bulrush	0.3	0.25	2.5
Wool grass	0.3	0.25	2.5
Giant bur reed	0.3	0.25	2.5
Cordgrass, prairie	1.7	1.5	15.0
Grass Totals:	**11.3**	**10.0**	**100.0**
	kg/ha	**lb/ac**	
Winter Wheat*	62.7	56.0	80.0
Rye-grass, annual	12.5	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**78.3**	**70**	**100.0**
Wet Forbs Mixture (Table 3876-6)	**2.2**	**2.0**	**100.0**
GRAND TOTALS:	**91.8**	**82.0**	**100.0**
*Oats to be substituted for spring plantings			
Purpose: Native mix for wetter areas. Infiltration ponds, dry ponds, wet ditches. Tall height.			

Mixture: 325			
	PLS Rate		**% of Mix**
Common Name	**kg/ha**	**lb/ac**	**Component**
Bluestem, big	1.7	1.5	15.0
Fringed brome	1.7	1.5	15.0
Wheat grass, slender	1.7	1.5	15.0
Virginia wild-rye	1.7	1.5	15.0
Switch grass	0.6	0.5	5.0
Fowl bluegrass	1.7	1.5	15.0
Indian grass	1.7	1.5	15.0
Prairie cord grass	0.6	0.5	5.0
Grass Totals:	**11.4**	**10.0**	**100.0**
	PLS Rate		**% of Mix**
Common Name	**kg/ha**	**lb/ac**	**Component**
Blue-joint grass	0.22	0.2	10.0
Bottlebrush sedge	0.34	0.3	15.0
Tussock sedge	0.22	0.2	10.0

Fox sedge	0.22	0.2	10.0
Reed manna grass	0.22	0.2	10.0
Fowl manna grass	0.22	0.2	10.0
Green bulrush	0.22	0.2	10.0
Wool grass	0.22	0.2	10.0
Soft-stem bulrush	0.34	0.3	15.0
Sedge Totals:	**2.22**	**2.0**	**100.0**
Common Name	**PLS Rate kg/ha**	**lb/ac**	**% of Mix Component**
Winter Wheat*	61.6	56	80.0
Rye-grass, annual	12.3	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**77**	**70**	**100.0**
Wet Forbs Mixture (Table 3876-6)	**2.2**	**2.0**	**100.0**
GRAND TOTALS:	**92.8**	**84.0**	**100.0**
*Oats to be substituted for spring plantings			
Purpose: Native sedge/prairie meadow mix. Reaches a height of 915 mm to 1220 mm (36 to 48 inches). Developed for use on hydric soils and for wetland restoration.			

Mixture: 328			
Common Name	**PLS Rate kg/ha**	**lb/ac**	**% of Mix Component**
Bluestem, big	2.2	2	12.5
Brome, fringed	2.2	2	12.5
Wild-rye, Virginia	4.4	4	25.0
Switchgrass	1.1	1	6.3
Bluegrass, fowl	5.5	5	31.2
Indian grass	2.2	2	12.5
Grass Totals:	**17.6**	**16.0**	**100.0**
Common Name	**PLS Rate kg/ha**	**lb/ac**	**% of Mix Component**
Winter Wheat*	61.6	56.0	80.0
Rye-grass, annual	12.3	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**77**	**70**	**100.0**

Common Name	PLS Rate kg/ha	PLS Rate lb/ac	% of Mix Component
Milkweed, marsh	0.33	0.3	15.0
Prairie clover, purple	0.33	0.3	15.0
Tic-trefoil, showy	0.33	0.3	15.0
Sunflower, early	0.33	0.3	15.0
Black-eyed Susan	0.55	0.5	25.0
Vervain, blue	0.33	0.3	15.0
Economy Forbs Totals:	**2.2**	**2.0**	**100.0**
GRAND TOTALS:	**96.8**	**88.0**	**100.0**

*Oats to be substituted for spring plantings

Purpose: Native mix for infiltration ponds, dry ponds, temporary wet ditches. Tall height.

Mixture: 330

Common Name	PLS Rate kg/ha	PLS Rate lb/ac	% of Mix Component
Grama, sideoats	3.4	3.0	21.5
Grama, blue	2.8	2.5	18.0
Bluestem, little	3.9	3.5	25.0
June grass	1.1	1.0	7.0
Dropseed, sand	1.1	1.0	7.0
Wild-rye, Canadian	3.4	3.0	21.5
Grass Totals:	**15.7**	**14.0**	**100.0**

Common Name	PLS Rate kg/ha	PLS Rate lb/ac	% of Mix Component
Winter Wheat*	62.7	56.0	80.0
Rye-grass, annual	12.5	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**78.3**	**70**	**100.0**
Dry Forbs Mixture (Table 3876-6)	**0.6**	**0.5**	**100.0**
GRAND TOTALS:	**94.6**	**84.5**	**100.0**

*Oats to be substituted for spring plantings

Application: Native mix for Sandy/dry areas. Short height.

Mixture: 340

Common Name	PLS Rate kg/ha	PLS Rate lb/ac	% of Mix Component
Bluestem, big	3.3	3.0	21.5

Bluestem, little	2.8	2.5	18.0
Wild-rye, Canadian	2.2	2.0	14.0
Grama, sideoats	2.2	2.0	14.0
Switch grass	0.6	0.5	4.0
Dropseed, sand	0.6	0.5	3.5
Bluegrass, Canada	3.4	3.0	21.5
June grass	0.6	0.5	3.5
Grass Totals:	**15.7**	**14.0**	**100.0**
Common Name	**PLS Rate**		**% of Mix Component**
	kg/ha	**lb/ac**	
Winter Wheat*	62.7	56.0	80.0
Rye-grass, annual	12.5	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**78.3**	**70**	**100.0**
Dry Forbs Mixture (Table 3876-6)	**0.6**	**0.5**	**100.0**
GRAND TOTALS:	**94.6**	**84.5**	**100.0**
*Oats to be substituted for spring plantings			
Purpose: Native mix for Sandy/Dry areas. Mid-height.			

Mixture: 350			
Common Name	**PLS Rate**		**% of Mix Component**
	kg/ha	**lb/ac**	
Bluestem, big	3.4	3.0	21.5
Indian grass	2.8	2.5	18.0
Bluestem, little	2.8	2.5	18.0
Grama, sideoats	3.4	3.0	21.5
Wild-rye, Canadian	2.2	2.0	14.0
Switch grass	1.1	1.0	7.0
Grass Totals:	**15.7**	**14.0**	**100.0**
Common Name	**PLS Rate**		**% of Mix Component**
	kg/ha	**lb/ac**	
Winter Wheat*	62.7	56.0	80.0
Rye-grass, annual	12.5	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals:	**78.3**	**70**	**100.0**

Mesic Forbs Mixture (Table 3876-6)	**0.6**	**0.5**	**100.0**
GRAND TOTALS:	**94.6**	**84.5**	**100.0**
*Oats to be substituted for spring plantings			
Application: Native mix for general roadside areas.			

Mn/DOT Table 3876-6 is hereby deleted and replaced with the following:

Table 3876-6

Mixture: Mesic Forbs		
Common Name	**Botanical Name**	**% of Mix**
Aster, smooth-blue	*Aster laevis*	5.0
Milkvetch, Canada	*Astragalus canadensis*	5.0
Prairie clover, white	*Dalea candidum*	5.0
Prairie clover, purple	*Dalea purpureum*	5.0
Tick-trefoil. Showy	*Desmodium canadense*	5.0
Coneflower, narrow-leaved	*Echinacea angustifolia*	5.0
Ox-eye, common	*Heliopsis helianthoides*	5.0
Coneflower, grey-headed	*Ratibida pinnata*	5.0
Blazingstar, rough	*Liatris aspera*	5.0
Blazingstar, tall	*Liatris pycnostachya*	5.0
Bergamot, wild	*Monarda fistulosa*	5.0
Penstemon, showy	*Penstemon grandiflorum*	5.0
Mint, mountain	*Pycnathemum virginianum*	5.0
Coneflower, columnar	*Ratibida columnifera*	5.0
Black-eyed Susan	*Rudbeckia hirta*	5.0
Goldenrod, stiff	*Solidago rigida*	5.0
Vervain, blue	*Verbena hastata*	5.0
Vervain, hoary	*Verbena stricta*	5.0
Alexanders, heart-leaved	*Zizea aptera*	5.0
Alexanders, golden	*Zizia aurea*	5.0
	Total:	**100.0**
Rate: 0.6 kg/ha (½ pounds per acre) PLS.		

Mixture: Dry Forbs		
Common Name	**Botanical Name**	**% of Mix**
Leadplant	*Amorpha canescens*	10.0
Milkweed, butterfly	*Asclepias tuberosa*	2.0
Aster, heath	*Aster ericoides*	4.0
Tic-seed, stiff	*Coreopsis palmate*	2.0
Yarrow	*Achillea millefolium*	2.0
Long-leaved bluets	*Hedyotis longifolia*	1.0
Bushclover, round-headed	*Lespedeza capitata*	3.0
Blazingstar, rough	*Liatris aspera*	4.0
Blazingstar, dotted	*Liatris punctata*	3.0

Lupine, wild	*Lupinus perennis*	5.0
Prairie clover, white	*Dalea candidum*	5.0
Prairie clover, purple	*Dalea purpureum*	16.0
Prairie rose	*Rosa arkansana*	1.0
Black-eyed susan	*Rudbeckia hirta*	18.0
Goldenrod, gray	*Solidago nemoralis*	3.0
Goldenrod, upland	*Solidago ptarmicoides*	1.0
Goldenrod, stiff	*Solidago rigida*	2.0
Goldenrod, showy	*Solidago speciosa*	2.0
Vervain, hoary	*Verbena stricta*	14.0
Alexander's,golden	*Zizea aurea*	2.0
	Total:	**100.0**
Rate: 0.6 kg/ha (½ pounds per acre) PLS		

Mixture: Wet Forbs		
Common Name	**Botanical Name**	**% of Mix**
Hyssop, fragrant giant	*Agastache foeniculum*	2.0
Water plantain	*Alisma subcordatum*	4.0
Meadow garlic	*Allium canadense*	1.0
Anemone, Canada	*Anemone Canadensis*	1.0
Milkweed, marsh	*Asclepias incarnata*	2.0
Aster, panicled	*Aster simplex*	3.0
Aster, New England	*Aster novaeangliae*	3.0
Aster, red-stalked	*Aster puniceus*	3.0
Aster, flat-topped	*Aster umbellatus*	1.0
Tick trefoil, Canada	*Desmodium glutinosum*	1.0
Joe-pye weed	*Eupatorium maculatum*	17.0
Boneset	*Eupatorium perfoliatum*	10.0
Goldenrod, grass-leaved	*Solidago graminifolia*	2.0
Sneezeweed	*Helenium autumnale*	1.0
Giant sunflower	*Helianthus giganteus*	2.0
Ox-eye, common	*Heliopsis helianthoides*	1.0
Great St. John's wort	*Hypericum pyvamidatum*	2.0

Iris, wild	*Iris versicolor*	1.0
Blazingstar, tall	*Liatris pycnostachya*	8.0
Bergamot, wild	*Monarda fistulosa*	1.0
Prairie clover, white	*Dalea candidum*	1.0
Prairie clover, purple	*Dalea purpureum*	2.0
Mountain mint	*Pycnathemum virginianum*	1.0
Black-eyed susan	*Rudbeckia hirta*	6.0
Goldenrod, stiff	*Solidago rigida*	2.0
Tall meadow rue	*Thalictrum dasycarpum*	2.0
Vervain, blue	*Verbena hastata*	14.0
Ironweed	*Veronia fasciculate*	1.0
Culver's root	*Veronicastrum virginicum*	3.0
Alexander's, golden	*Zizea aurea*	2.0
	Total:	**100.0**
Rate: 2.2 kg/ha (2 pounds/acre) PLS		

(3889) TEMPORARY DITCH CHECKS

The provisions of Mn/DOT 3889 are supplemented and/or modified with the following:

Mn/DOT 3889.2B Type 2: Bioroll, is revised to read as follows:

Type 2 ditch checks shall consist of 3897 Filter Log Type; Straw Bioroll or Wood Fiber Bioroll.

Mn/DOT 3889.2C Type 3: Bioroll Blanket System, is revised to read as follows:

Type 3 ditch checks shall consist of two components; Filter Log Type; Straw Bioroll or Wood Fiber Bioroll in accordance with 3897, staked on top of a Category 3, specification 3885 erosion control blanket. The blanket shall form a minimum width of 3.7 m **(12 feet)** perpendicular to the ditch gradient.

(3891) STORM DRAIN INLET PROTECTION

The provisions of Mn/DOT 3891 are supplemented and/or modified with the following:

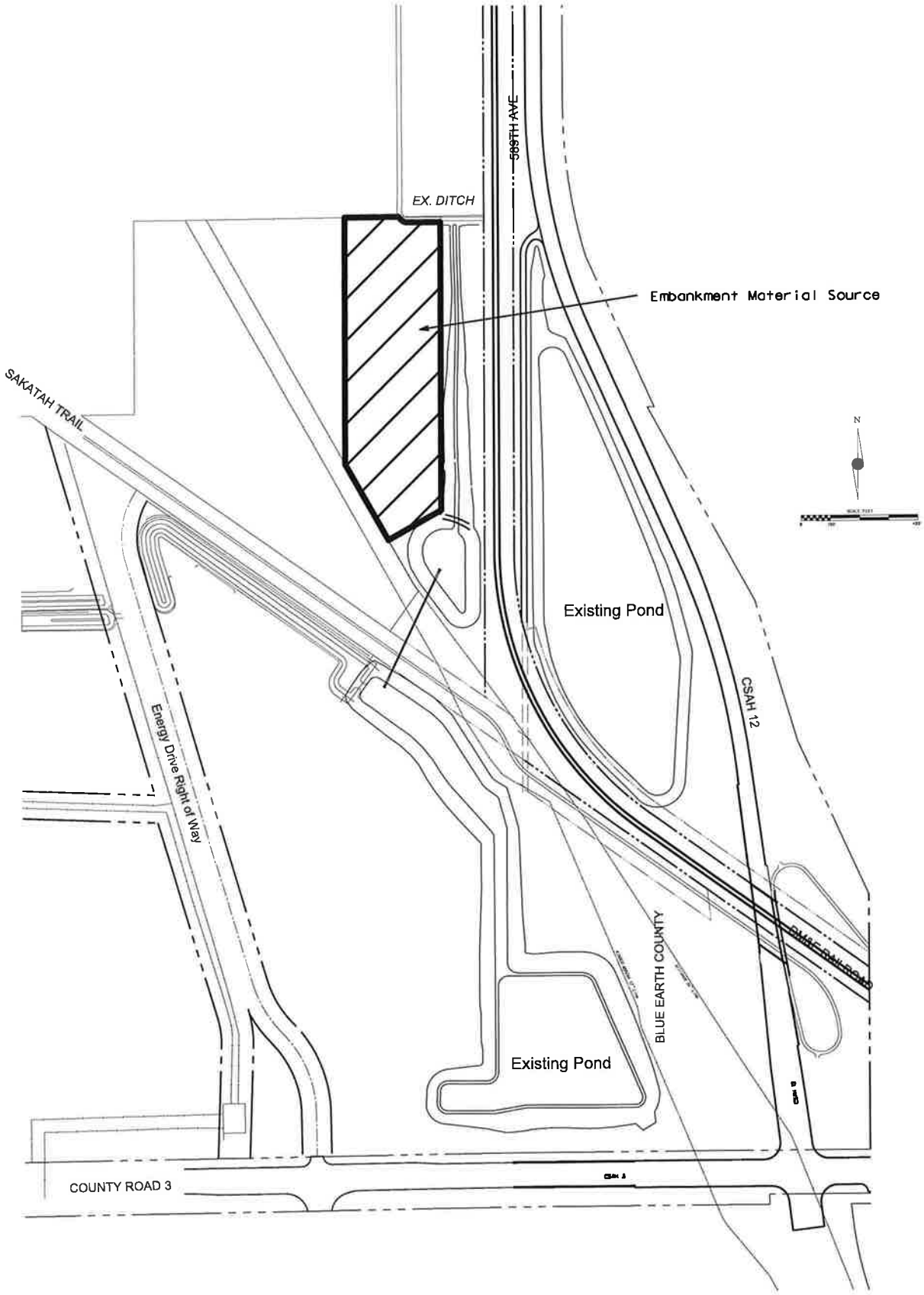
Mn/DOT 3891.3A Rock Log, is revised to read as follows:

Rock logs shall meet the requirements of 3897.2 Filter Log Type Rock Log.

Mn/DOT 3891.3B Compost Log, is revised to read as follows:

Compost logs shall meet the requirements of 3897.2 Filter Log Type Compost Log

O:\CSAH\12\07-612-19 (3 to 17 & 14 Abutments)\WORD\SPEC\612-19 Special Prov.doc



SP. 07-612-19 Blue Earth County CSAH 12

City Embankment Material Source Map

Complete your application online!

Minnesota Pollution Control Agency

Application for General Stormwater Permit for Construction Activity (MN R100001)

National Pollutant Discharge Elimination System / State Disposal System (NPDES/SDS)

Please submit to: Minnesota Pollution Control Agency
Construction Stormwater Permit Program
520 Lafayette Road North, St. Paul, MN 55155-4194

PLEASE READ: This form is for new permit applications only. Use the Notice of Termination/Permit Modification form to transfer permit coverage for a project or a portion of a project to a new owner/contractor. Forms are available at the MPCA's Construction Stormwater Web site: www.pca.state.mn.us/water/stormwater/stormwater-c.html. Complete your application online!

Please refer to the application instructions and the NPDES/SDS General Stormwater Permit for Construction Activity (MN R100001) as you complete this form. Brackets '[ ]' refer to specific parts of the permit. For assistance, call the Stormwater Program at 651-757-2119 or toll-free at 800-657-3804.

Are you ready to apply?

1. Stormwater Pollution Prevention Plan (SWPPP)

a. Has a Stormwater Pollution Prevention Plan been developed for this project and incorporated into the project's plans and specifications [Part III.A] — ☒ Yes ☐ No

b. If an environmental review was required for this project or a common plan of development or sale that includes this project, has the environmental review been completed and all stormwater mitigative requirements been incorporated in the SWPPP as required in Part III.A.6 of the permit? — ☒ Yes ☐ No ☐ NA

2. Discharges to Special or Impaired Waters

a. If any portion of the project has a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter (see Appendix A.B), does the SWPPP contain the additional requirements found in Appendix A, Part A-C? If the project does not have a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter of the permit indicate "NA" — ☐ Yes ☐ No ☒ NA

b. If this project is discharging to a Calcareous fen, has an approval letter been obtained from the DNR as required in Part III.A.8 of the permit? — ☐ Yes ☐ No ☒ NA

STOP if you responded 'No' to any question above. A SWPPP must be developed prior to submitting a permit application. Complete the above requirements and check 'Yes' before submitting this application. Continue if you responded 'Yes' or 'NA' to all questions above.

3. Additional Application Review:

a. Will the project include alternative treatment methods? [Part III.C.5] If yes, this application and the alternative treatment plans must be submitted a minimum of 90 days before construction starts. — ☐ Yes ☒ No

b. If yes, are the plans attached? — ☐ Yes ☐ No

c. Will the project disturb 50 acres? AND Is there a discharge point within one mile of an impaired or special water whose discharge may reach an impaired or special water listed in Appendix A of the permit? [Part II.B.1.b] If yes, this application and the SWPPP must be submitted a minimum of 30 days before construction starts. — ☐ Yes ☒ No

d. If 'Yes,' is the SWPPP attached? — ☐ Yes ☐ No

4. Application Fee:

Is the required $400 Application Fee (payable to the MPCA) enclosed? ☒ Yes

Construction Activity Information

5. Project name: SP 07-612-19 CSAH 12 Bridge Ramp Grading & Pond Excavation

6. Project location:

a. Briefly describe where the construction activity occurs (For example: "Intersection of 45th St. and Irving Ave.") Include address if available: Future CSAH 12 between CSAH 17 & CSAH 3

b. All cities where project will occur: Mankato, MN

c. All counties where project will occur: Blue Earth County

d. All townships where project will occur: Mankato Township

e. Project ZIP Code: 56001

f. Latitude and longitude of approximate centroid of project:

Latitude: 93.9248 ° N (decimal) *Preferred* — *Longitude:* 44.1719 ° W (decimal) *Preferred*

__ ° __ ' __ N (degrees, minutes, seconds) — __ ° __ ' __ W (degrees, minutes, seconds)

g. Method used to collect latitude and longitude:

☐ GPS

☐ USGS Topographic map — Map scale: _____

☒ Other

7. Project size:

Number of acres to be disturbed to the nearest quarter acre: 30.25

8. Project map:

A map must be included with the application for all projects disturbing 50 acres or more. Is a project map included? ☒ Yes ☐ No

9. Project type:

☐ Residential
☐ Commercial / Industrial
☒ Road construction
☐ Residential / Road construction
☐ Commercial / Road construction
☐ Commercial / Residential / Road construction
☐ Other: ☐

10. Cumulative impervious surface:

a. Existing area of impervious surface in acres: 0.00

b. Post-construction area of impervious surface in acres (If additional new impervious surface created by the project is less than one acre, skip to Question 12): 0.00

11. Permanent stormwater management:

- ☒ Wet sedimentation basin
- ☒ Infiltration / filtration
- ☐ Regional ponding
- ☐ Other (Use only if there is no feasible way of installing the treatment systems listed above for reasons such as lack of right-of-way or proximity to bedrock)
- ☐ Alternative methods (If using alternative methods, construction cannot commence until receiving approval from the MPCA.)

12. Receiving waters:

Identify surface waters within one mile of project boundary that will receive storm water from the site or discharge from permanent Stormwater management system. Include waters shown on USGS 7.5 minute quad or equivalent, all Special Waters and Impaired waters identified in Appendix A of the permit (To find Special or Impaired Waters, use the Special and Impaired Waters Search tool at www.pca.state.mn.us/water/stormwater/stormwater-c.html.

The Impaired Waters* list, also known as the Section 303(d) list can be found at http://www.pca.state.mn.us/water/tmdl/index.html Use additional paper if necessary.

* Impaired waters for the purpose of this permit are those identified as impaired for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen, or biotic impairment

Name of water body	Type of water body (Ditch, pond, wetland, stream, river)	Special Water? See Stormwater Permit, Appendix A	Impaired Water? See Stormwater Permit, Appendix A
MNDOT Ditch	Ditch	☐ Yes ☒ No	☐ Yes ☒ No
County Ditch No. 46	Tile / Ditch	☐ Yes ☒ No	☐ Yes ☒ No
MNDOT Wetland	Wetland	☐ Yes ☒ No	☐ Yes ☒ No
		☐ Yes ☐ No	☐ Yes ☐ No

13. Dates of construction

a. Start date: July / 25 / 2011

b. Estimated Completion date: November / 15 / 2011

STOP This form will not be accepted if the Owner and Contractor contact information sections, below, are BOTH not completed and signed. If the owner is also the contractor, or a contractor hasn't yet been selected, the owner must also fill out the contractor information section and sign again.

Responsible parties

BOTH PARTIES MUST SIGN

Owner

Blue Earth County Public Works Department

Business or firm name

Last name	First name	Title
Forsberg	Alan	Public Works Director / County Engineer

E-mail	Phone (include area code)
alan.forsberg@co.blue-earth.mn.us	507-304-4025

Mailing address	City	State	ZIP Code
35 Map Drive, PO Box 3083	Mankato	MN	56002-3083

Alternate contact name	E-mail	Phone (include area code)
Ryan Thilges	ryan.thilges@co.blue-earth.mn.us	507-304-4025

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I also certify under penalty of law that I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

X Authorized signature: Alan Forsberg Date: 06 Jun 11

This Application must be signed by:

- ***Corporation:*** *a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.*
- ***Partnership or Sole Proprietorship:*** *a general partner or the proprietor.*
- ***Municipality, State, Federal or Other Public Agency:*** *principal executive officer or ranking elected official.*

Contractor

Business or firm name

Last name	First name	Title

E-mail	Phone (include area code)

Mailing address	City	State	ZIP Code

Alternate contact name	E-mail	Phone (include area code)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

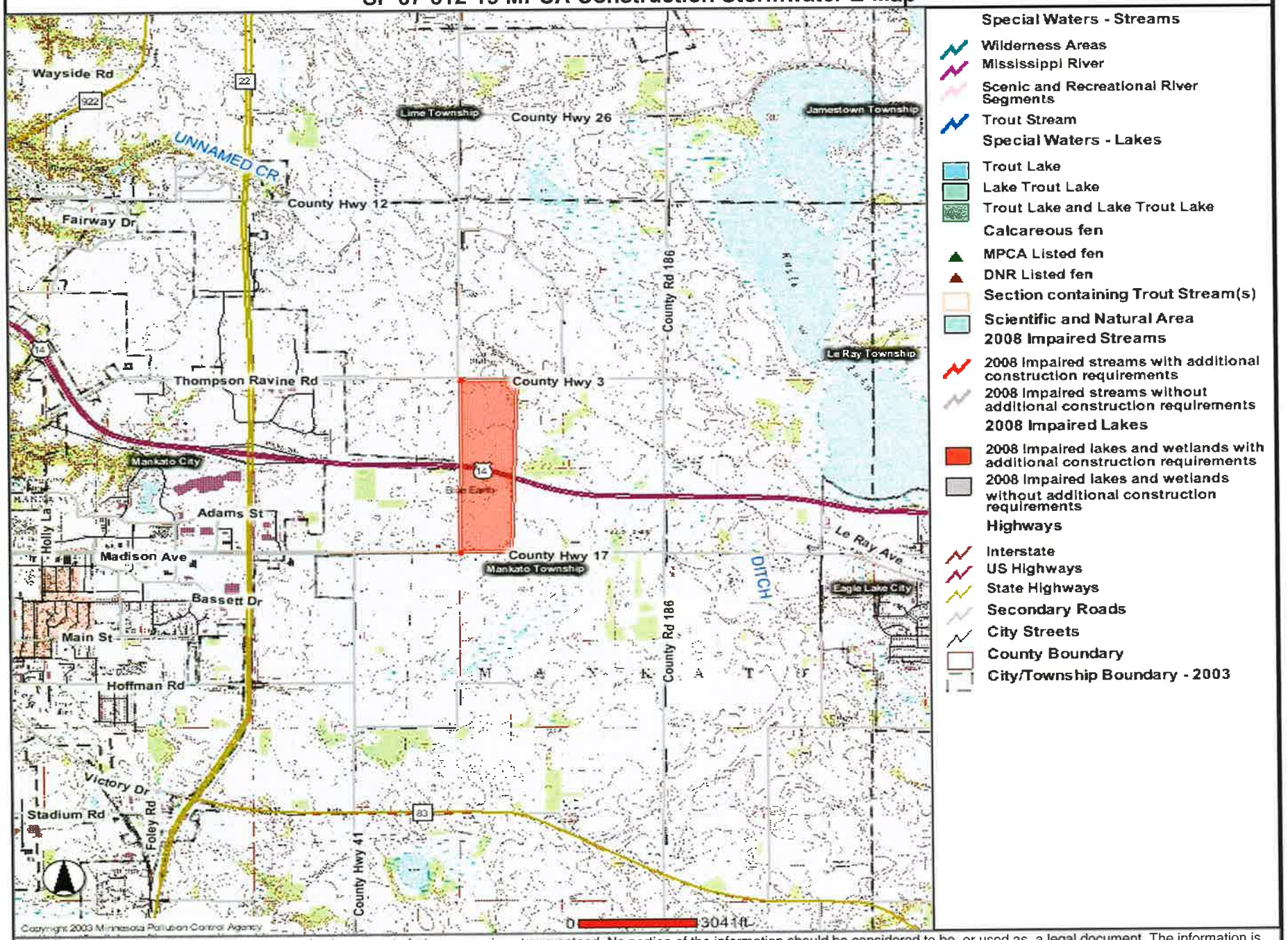
I also certify under penalty of law that I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

X Authorized signature: _____ Date: _____

This Application must be signed by:

- ***Corporation:*** *a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.*

SP 07-612-19 MPCA Construction Stormwater E-Map



Disclaimer: Map and site information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against MPCA that may arise from the use of this data.

Blue Earth County Department of Public Works

Storm water Pollution Prevention Plan (SWPPP)
To comply with the
General Stormwater Permit for Construction Activity (MN R100001)

Construction Activity Information	
Project Name	
CSAH 12, Bridge Ramp Grading & Pond Excavation	
Project Location	
On Future CSAH 12 between CSAH 17 & CSAH 3.	
City or Township Mankato	State, Zip Code MN
County Parcel ID # *Attach list if necessary* See Plan Set for Construction Limits	
All cities where construction will occur Mankato	
All counties where construction will occur Blue Earth County	All townships where construction will occur Mankato Township
Project Size (number of acres to be disturbed)	
30.2 Acres	
Project Type	
☐ Residential ☐ Commercial/Industrial X Road Construction	
☐ Other (describe):	
Cumulative Impervious Surface	
Existing area of impervious surface 0.00 (to the nearest quarter acre)	
Post construction area of impervious surface 0.00 (to the nearest quarter acre)	

Receiving Waters		
Name of Water Body	Type (ditch, pond, wetland, lake, stream, river)	Appendix A special water?
Unnamed Ditch	Ditch	☐ Yes X No
MNDOT Ditch	Ditch	☐ Yes X No
MNDOT Wetland	Wetland	☐ Yes X No
		☐ Yes ☐ No

Dates of Construction	
Construction Start Date 7/15/2011	Estimated Completion Date 11/15/2011

Contact Information		
Owner of the Site		
Business of Firm Name Blue Earth County	Federal Tax ID 416005763	State Tax ID 8026343
Last Name First Name Title Forseberg, Alan, County Engineer	E-mail alan.forsberg@co.blue-earth.mn.us	Telephone (*include area code*) 507-304-4025
Mailing Address	City	State, Zip Code

35 Map Drive, P.O. Box 3083	Mankato	MN, 56002-3083
Alternate Contact Last Name, First Name Thilges, Ryan	E-mail ryan.thilges@co.blue-earth.mn.us	Telephone (*include area code*) 507-304-4025

Contractor (Person who will oversee implementation of the SWPPP)

Business of Firm Name	Federal Tax ID	State Tax ID
Last Name First Name Title	E-mail	Telephone (*include area code*)
Mailing Address	City	State Zip Code
Alternate Contact Last Name First Name	E-mail	Telephone (*include area code*)

General Construction Project Information

Describe the construction activity (what will be built, general timeline, etc.):

The contract documents, plans and specifications titled 'Minnesota Department of Transportation, Blue Earth County Minnesota, Construction Plan for CSAH 12 Bridge Ramp Grading & Pond Excavation' are hereby incorporated into this SWPPP by reference and are considered an integral part of this SWPPP.

Describe soil types found at the project.

Canisteo Silty Clay Loam– Consists of nearly level, poorly drained, limy soils formed in medium to moderately fine textured glacial till. In a representative profile the surface layer is limy black and very dark gray silty clay loam about 14 inches thick. The subsoil is about 13 inches thick and limy mottled dark gray friable loam. The underlying material is limy, mottled olive gray friable loam or clay.

Cordova Clay Loam– Consists of nearly level, poorly drained soils that formed in medium textured glacial till. In a representative profile the surface layer is black clay loam about 13 inches thick. The subsoil is firm clay loam about 19 inches thick. The upper part of the subsoil is very dark gray and the middle and lower parts are mottled olive gray. The underlying material is limy mottled olive gray and olive brown friable loam. Permeability is moderately slow.

Marna Silty Clay Loam – Consists of deep, poorly drained soils on nearly level, smooth slopes. In a representative profile the surface layer is black and very dark gray silty clay loam and silty clay about 20 inches thick. The upper part of the subsoil is mottled dark grayish brown, olive gray, and olive clay 12 inches thick. The lower part is mottled dark olive gray and olive gray clay loam about 9 inches thick. The underlying material is limy, mottled olive gray and gray clay loam.

Glenco Silty Clay Loam – Consists of depressional and nearly level, very poorly drained moderately fine textured soils formed in glacial till. In a representative profile the surface layer is black silty clay loam about 26 inches thick. The lower part is mottled. The subsoil is mottled very dark gray and dark gray silty clay loam about 12 inches thick. The underlying material is mottled gray limy silty clay loam.

Le Sueur Clay Loam – Consists of moderately well drained, nearly level soils on slight convex rises on the ground moraine. In a representative profile the surface layer is black clay loam about 13 inches thick. The subsoil about 28 inches thick, is dark grayish brown, olive brown, and grayish brown clay loam with dark colored clay films. The underlying material is mottled olive brown loam.

See the attached USDA National Cooperative Soil Survey for more information.

General site information (III.A)

Off-Site Vehicle Tracking:
The project area is not an isolated site; therefore, providing a single stabilized construction entrance is not possible. Stabilized construction entrances should be provided if possible, and the Contractor will be responsible for cleaning up any offsite vehicle tracking on adjacent City streets. There are provisions for street sweeping and charges that may be withheld from the contract for failure to sweep streets on a timely basis.

Were storm water mitigation measures required as the result of an environmental, archaeological, or other required local, state, or federal review of the project? If yes, describe how these measures were addressed in the SWPPP. (III.A.5.)

The City and County have standards and rules for the implementation of stormwater best management practices. Furthermore, the MPCA has jurisdiction over the project via the National Pollutant Discharge Elimination System (NPDES) permit process. As part of the NPDES permitting process, this stormwater pollution prevention plan (SWPPP) has been created during final design of this project.

Is the project located in a karst area such that additional measures would be necessary to protect drinking water supply management areas as described in Minn. R. chapters 7050 and 7060? If yes, describe the additional measures to be used. (III.A.6.)

NOT APPLICABLE

- Does the site discharge to an impaired water that has an approved TMDL implementation plan that contains requirements for construction stormwater discharges? (III.A.7)

NOT APPLICABLE

Selection of a Permanent Stormwater Management System (III.C)

Will the project create a new cumulative impervious surface greater than or equal to one acre? ☐ Yes X No
If yes, a water quality volume of ½ inch of runoff from this area must be treated before leaving the site or entering surface waters (1 inch if discharging to special waters).

Describe which method will be used to treat runoff from the new impervious surfaces created by the project (III.C):
The proposed project will feature both an urban stormwater conveyance system with corresponding storm sewer and a rural stormwater conveyance system with corresponding ditches, each discharging to designated best management practices. Most stormwater generated from the project will be directed to stormwater detention basins.

Erosion Prevention Practices (IV.B)

Temporary Stabilization – Refer to the project plan set and section 2575 of the project specification
Permanent Stabilization – Refer to the project plan set and section 2575 of the project specification

The Contractor shall utilize construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices to minimize erosion. Delineate areas not to be disturbed (e.g., with flags, stakes, signs, silt fence, etc.) before work begins.

The timing of control measures will be in accordance with NPDES permit requirements as indicated in the project Plan Set and Contract Documents. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch. After the site is stabilized, the accumulated sediment will be removed from the erosion control measures and all temporary controls will be removed.

For any drainage or diversion ditches the Contractor shall stabilize the normal wetted perimeter within 200 lineal feet of the property edge or point of discharge to a surface water within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.

Prior to final grading and final stabilization drainage ditches may be used as a sediment containment system. Temporary or permanent ditches or swales that are being used as a sediment containment system (with properly designed ditch checks) do not need to be stabilized. During construction drainage ditches and swales should be graded to incorporate temporary sediment basins with a check or berm at the end for filtration prior to connection to a surface water or water of the state as directed by the Engineer.

Describe other erosion prevention practices (list and describe).

Seeding, Mulching, and Hydraulic Soil Stabilizer shall be used.

Sediment Control Practices (IV.C)

Sediment control practices shall be used as shown in the project Plan Set and in any additional locations as necessary throughout construction to minimize erosion and minimize sediment from reaching the receiving waters. The proposed sediment control practices include, but are not limited to:

- Silt Fence (Heavy Duty & Machine Sliced)
- Straw Bio-Roll
- Temporary Ditch Checks
- Erosion Control Supervisor
- Culvert Protection

At a minimum, sediment control practices must include:

- Sediment controls for temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system
- Installation of check dams or other grade control practice to ensure sheet flow and prevent rills (for slope lengths greater than 75 feet with a grade of 3:1 or steeper).
- Sediment control practices on all down gradient perimeters prior to land disturbing activities.
- Storm drain inlet protection for all inlets.
- Silt fence, perimeter ditch, or other sediment control surrounding temporary soil stockpiles.
- Minimize vehicle tracking of sediments (e.g., stone pads, concrete or steel wash racks, or equivalent systems).
- Street sweeping of tracked sediment.
- Temporary sedimentation basins (see Part III.B).

Dewatering and Basin Draining (IV.D)

Will the project include dewatering or basin draining? ☐ Yes X No

If yes, describe BMPs used so the discharge does not adversely affect the receiving water or downstream landowners.

NOT APPLICABLE

Additional BMPs for Special Waters and Discharges to Wetlands (Appendix A, Parts C and D)

Special Waters. Does your project discharge to special waters? ☐ Yes X No If no, skip to Wetlands section below.

Wetlands. Does your project discharge stormwater with the potential for significant adverse impacts to a wetland (e.g., conversion of a natural wetland to a stormwater pond)? ☐ Yes X No

Inspections and Maintenance (IV.E)

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls:

1. Once every seven (7) days during active construction and, within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
2. Where parts of the construction site have undergone final stabilization, but work remains on other parts of the site, inspections of the stabilized areas may be reduced to once per month. Where work has been suspended due to frozen ground conditions, the required inspections and maintenance must take place as soon as runoff occurs at the site prior to resuming construction, whichever comes first.
3. All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
4. Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
5. All BMP's will be inspected for depth of sediment, breaches, tears, to verify that fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
6. Temporary and permanent seeding will be inspected for bare spots, washouts, and healthy growth.
7. Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of sediment being deposited by erosion. All deltas and sediment deposits discovered in surface waters, including drainage ways, catch basins, and other drainage systems shall be removed and the areas stabilized within seven calendar days of discovery unless precluded by legal, regulatory, or physical access constraints. If precluded, removal and stabilization must take place within seven calendar days of obtaining access. All necessary permits must be obtained prior to conducting work.
8. Construction site entrance areas must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all off-site paved surfaces within 24 hours of discovery.
9. A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
10. The Owner and Contractor will select one individual who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
11. Personnel selected for inspections and maintenance responsibilities will receive training and available MPCA documentation. Particular focus will be toward training in all inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

<u>Non-Storm Water Discharges</u>

It is expected that the following non-storm water discharges may occur from the site during the construction period.

- Uncontaminated ground water form excavation dewatering activities.

All non-storm water discharges will be directed through sediment removal devices such as bioroll ditch checks prior to discharge to the receiving water.

Pollution Prevention Management Measures (IV.F)

Describe practices to properly manage and dispose of solid waste, including trash (IV.F.1)

Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of property and comply with MPCA disposal requirements.

Described practices to properly manage hazardous materials (IV.F.2).

Oil, gasoline, paint, and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be incompliance with MPCA regulations.

The materials or substances listed below are expected to be present on-site during construction:

- Concrete
- Asphalt
- Aggregates
- Mastics for sealing adjusting rings, etc.
- Fertilizers
- Sediment from disturbed soil

Material Management Practices:
The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

The following good housekeeping practices will be followed onsite during the construction project:

1. An effort will be made to store only enough products required to do the job.
2. All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible under a roof or other enclosure.
3. Products will be kept in their original containers with the original manufacturer's label.
4. Substances will not be mixed with one another unless recommended by the manufacturer.
5. Whenever possible, all of a product will be used up before disposing of the container.
6. Manufacturer's recommendations for proper use and disposal will be followed.
7. The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.

These practices are used to reduce the risks associated with hazardous materials:

1. Products will be kept in original containers unless they cannot be resealed.
2. Original labels and material safety data sheets (MSDS) will be retained and posted as necessary; they contain important product information.
3. If surplus products must be disposed of manufacturers' or local and State recommended methods for proper disposals will be followed.
4. All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. No on-site petroleum product storage is anticipated. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations and/or project specifications.
5. Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.
6. All paint containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be property disposed of according to manufacturers' instruction or State and local.
7. Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site, unless a discharge pit is constructed which can fully contain the discharge water plus the runoff from a 6-inch rainfall.

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

1. Site personnel will be made aware of the procedures and the location of the information and cleanup supplies if any spills would occur.
2. All spills will be cleaned up immediately after discovery.
3. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
4. Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
5. The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
6. The Contractor's and Owner's representative, the parties responsible for the day to day site operations, will be the spill prevention and clean-up coordinators. They will designate at leas one other site person who will receive spill prevention and cleanup training. This individual will become responsible for each particular phase of prevention and cleanup. The name of the responsible spill person will be posted in the material storage area.

Describe practices for external washing of trucks and other construction vehicles (IV.F.3)

External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.

Describe measures to address sanitary and septic waste.

The Contractor will furnish temporary sanitary facilities.

Final Stabilization (IV.G)

Describe how you will achieve final stabilization of the site (IV.G). Submit a NOT within 30 days after final stabilization.

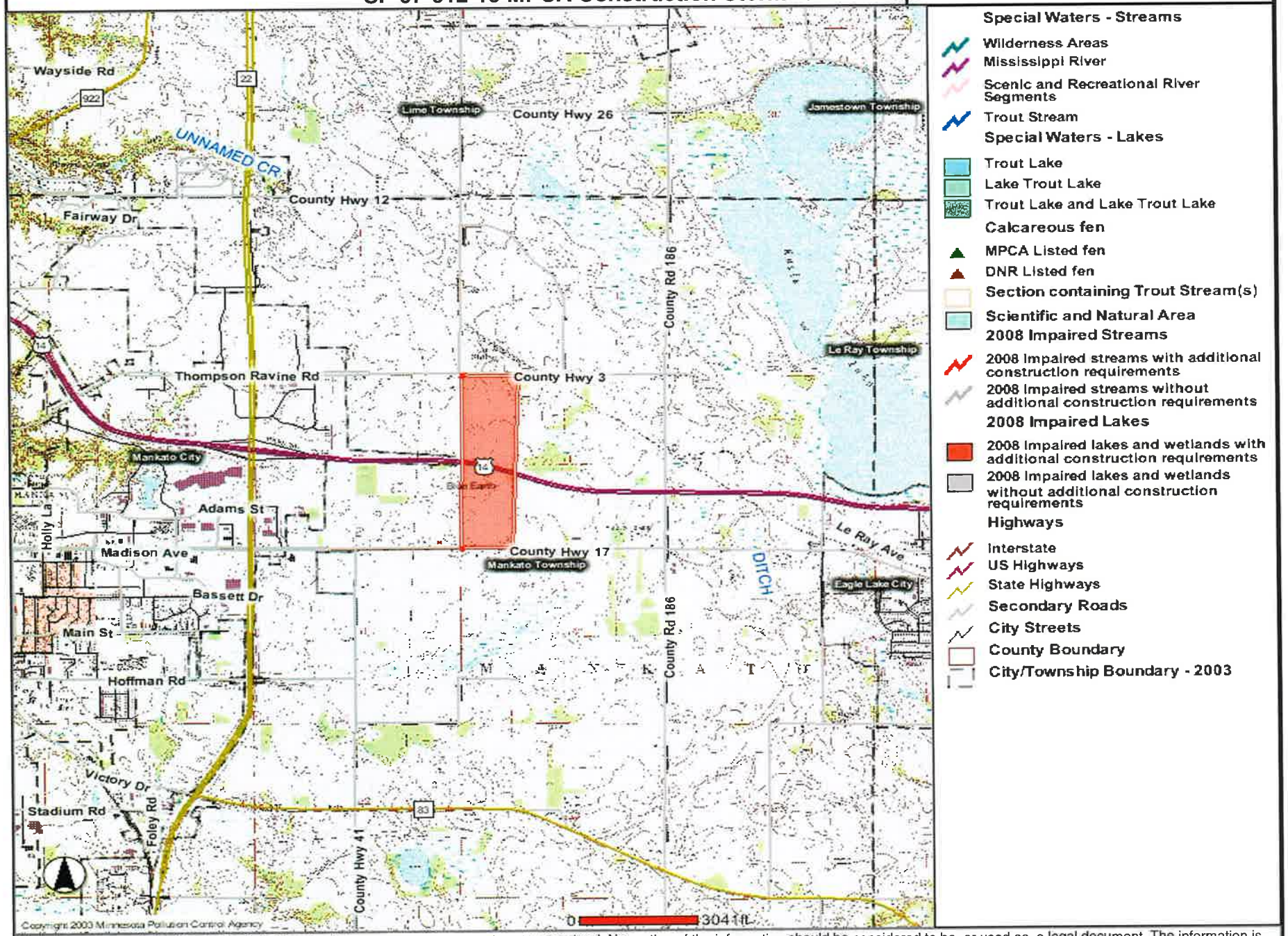
Temporary Stabilization – Refer to section 2575 of the project specification
Permanent Stabilization – Refer to section 2575 of the project specification

Records Retention (III.D)

Describe your record retention procedures (must be kept at the site) (III.D). Records must include:

- Copy of SWPPP and any changes
- Inspection and maintenance records
- Permanent operation and maintenance agreements
- Calculations for the design of temporary and permanent stormwater management systems.

SP 07-612-19 MPCA Construction Stormwater E-Map



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Disclaimer: Map and site information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against MPCA that may arise from the use of this data.

Soil Map—Blue Earth County, Minnesota
(SP 07-612-19, CSAH 12 Stage 3)

Map Scale: 1:9,390 if printed on A size (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 350 700 1,400 2,100

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Units

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features

- Gully
- Short Steep Slope
- Other

Political Features

- Cities

Water Features

- Oceans
- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

MAP INFORMATION

Map Scale: 1:9,390 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: UTM Zone 15N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Blue Earth County, Minnesota
Survey Area Data: Version 9, Jun 15, 2009

Date(s) aerial images were photographed: 6/26/2003

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Blue Earth County, Minnesota (MN013)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
86	Canisteo silty clay loam	26.3	11.2%
109	Cordova clay loam	62.0	26.4%
110	Marna silty clay loam	89.5	38.1%
114	Glencoe silty clay loam	17.0	7.3%
211	Lura silty clay	0.9	0.4%
239	Le Sueur clay loam, 1 to 3 percent slopes	22.5	9.6%
286	Shorewood silty clay loam, 1 to 6 percent slopes	5.8	2.5%
525	Muskego muck	5.8	2.5%
539	Palms muck	5.0	2.1%
Totals for Area of Interest		**234.8**	**100.0%**

BLUE EARTH COUNTY

Effectively and Efficiently Delivering Essential Services

www.co.blue-earth.mn.us

COMMISSIONERS

District 1 Drew Campbell
District 2 Vance Stuehrenberg
District 3 Mark Piepho
District 4 Will Purvis
District 5 Kip Bruender

Historic Courthouse
204 S. Fifth St.
PO Box 8608
Mankato, MN 56002

Administration
TEL: 507-304-4284
FAX: 507-304-4344

Extension
TEL: 507-304-4325
FAX: 507-304-4059

Finance
TEL: 507-304-4182
FAX: 507-304-4077

Physical Plant
TEL: 507-304-4249
FAX: 507-304-4203

Taxpayer Services
PO Box 3567
TEL: 507-304-4251
FAX: 507-304-4075

Government Center
410 S. Fifth St.
Mankato, MN 56001

Human Services
PO Box 3526
TEL: 507-304-4319
FAX: 507-304-4379

Environmental Services
PO Box 3566
TEL: 507-304-4381
FAX: 507-304-4431

Taxpayer Services/ License Center
PO Box 3524
TEL: 507-304-4340
FAX: 507-304-4396

Veterans Services
PO Box 8608
TEL: 507-304-4246
FAX: 507-304-4379

Information Technology
PO Box 8608
TEL: 507-304-4204
FAX: 507-304-4355

Public Works
35 Map Dr.
PO Box 3083
Mankato, MN 56002
TEL: 507-304-4025
FAX: 507-304-4049

Justice Center
401 Carver Road
PO Box 8608
Mankato, MN 56002

Sheriff's Office
PO Box 228
TEL: 507-304-4800
FAX: 507-304-4818

County Attorney
PO Box 3129
TEL: 507-304-4600
FAX: 507-304-4620

Probation
PO Box 3543
TEL: 507-304-4750
FAX: 507-304-4710

Library
100 E. Main St.
Mankato, MN 56001
TEL: 507-304-4001
FAX: 507-304-4009

TDD: 507-304-4399

June 15, 2011

ATTENTION BIDDERS

SUBJECT: SP 007-612-019 Minn Proj No STPX 0711(249))
Project Location: Located in the City of Mankato in Blue Earth Co. Bridge Ramp Grading and Pond Excavation for CSAH 12

CONTRACTOR DBE REQUIREMENTS TO BE SUBMITTED WITH BID DOCUMENTS

Dear Bidder :

In an effort to accelerate DBE approval and Contract Award, Blue Earth County requires that the Contractors DBE requirements shall be included with the submitted & sealed proposals received at the office of the County Administrator, 204 South Fifth Street, P.O. Box 8608 Mankato, MN until 1:30 PM. on Friday July 8, 2011 at which time the bids will be open. The Disadvantaged Business Enterprise (DBE) requirement, as certified by you or by your company in the proposal, must be met.

DBE Goal 2.5 % **Contractor Commitment:** ____ %

In accordance with the Disadvantaged Business Enterprise (DBE) Special Provisions, the attached following documents must be submitted with the sealed proposal contract bid documents as stated above or your bid will be rejected.

1. **Certificate of Good Faith Efforts**
2. **Good Faith Efforts Affidavit**
3. **Bidders List**
4. **DBE Description of Work (Exhibit A)**
   Completed for each DBE firm that will be performing on this project.
5. **Supporting Documentation to Verify Good Faith Efforts**

If you have any questions relating to the DBE requirements for this project, please contact the Director of Mn/DOT's Civil Rights Office at 651-366-3150.

Sincerely,

for Alan Forsberg, P.E.
Blue Earth County Engineer

Blue Earth County is an affirmative action, equal opportunity employer.

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DBE NOTICE TO CONTRACTORS.DOC

NOTICE: Mn/DOT's 2009 Overall **Goal for Disadvantaged Business Enterprise** (DBE) Participation on Federally Funded Projects **is 15.3%.**

Currently, Mn/DOT is undertaking a major transformation and strengthening of its Civil Rights programs. A collaborative DBE and Workforce Development workgroup of internal and external partners is working to identify areas where Civil Rights programs can be improved. This group will continue to meet as specific program changes are developed and implemented. Many improvements are already occurring, while others may take a little longer. These changes are expected to result in a stronger Civil Rights program that will ensure the demographics of Minnesota are reflected in the contractors and workforce in the transportation industry.

Areas that the DBE and Workforce Development Group are working on are:

-Economic Stimulus Short-Term Opportunities
-Best Practices Identification and Goal Setting
-Good Faith Criteria Development and Enforcement
-Construction Industry 101 Training
-On-the-Job Trainee Retention Payment Plan
-DBE and OJT Education, Communication, & Transparency
-DBE Diversification, Increase Numbers, and Areas of Under/Over-Concentration
-DBE Financing
-Trades and DBE Training
-Journey Person Tracking System
-Just-in-Time, Type and Place Training
-DBE Info/GFE Due at Time of Bid Opening

If you would like additional information about the DBE and Workforce Development Group, contact Mary Prescott at 651-366-3043.

Mn/DOT will expect Contractors to be aggressive in their good faith efforts to meet or exceed individual project DBE and OJT goals.

Contractors should:

- **Pay close attention to project goal(s).** Goals are set based on the type of work involved, location of the project and the availability of ready, willing and capable certified DBEs.
- Develop a plan for **maximum utilization of DBE subcontractors** on each project. Go to http://www.dot.state.mn.us/civilrights/ucpdirectory.html for the DBE Directory. For ways to improve your good faith efforts – see Good Faith Efforts at: http://www.dot.state.mn.us/civilrights/documents/GoodFaithEfforts.doc .
- **Focus on early communication** with DBEs about subcontracting opportunities – well before bid opening. This should coincide with your communication efforts with all of your regular subcontractors.
- **Look to non-DBE subcontractors to contribute** to meeting the project DBE goal, by subcontracting a portion of their contract.
- Look for opportunities to **mentor a DBE** either long-term or on a specific project. (Contact Mike Plumley at 651-366-3076 for further information.)
- Continue **regular communication with DBEs** on pre-construction meetings, project scheduling and coordination, etc.
- Abide by **Minnesota's prompt payment law.** See http://www.dot.state.mn.us/stateaid/ElectronicProposals/not_bid.pdf regarding prompt payment.
- Remember that the **full** project DBE goal applies to **all** project addendum and change orders.
- **Be proactive** in dealing with any issues that come up by working closely with the DBE specialist assigned to the project. Go to http://www.dot.state.mn.us/civilrights/dbecontactus.html for DBE specialists.
- Have an **OJT plan** for each project that includes:
  - The **trades** in which you will employ trainees
  - The **total trainee hours** you anticipate for the project
  - Approximate **start dates** for each trainee
  - **Who will supervise** the trainees
  - **Where you plan to recruit** trainees from
- **Complete all DBE and OJT forms and paperwork** required by the Office of Civil Rights. Go to http://www.dot.state.mn.us/civilrights/forms.html for all DBE Forms and http://www.dot.state.mn.us/civilrights/ojtprogram.html for all OJT Forms.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS

PURPOSE

These provisions (1) provide an explanation of the federal law and information regarding compliance with the DBE requirements applicable to this contract, (2) explain the process Mn/DOT will follow to evaluate bidders' efforts to obtain DBE participation, (3) provide the standards Mn/DOT will use to measure compliance with these requirements, and (4) identifies sanctions.

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. § 26, shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds provided by the U.S. Department of Transportation (DOT). Consistent with this policy, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or to otherwise be discriminated against in connection with the award and performance of any DOT-assisted contract because of sex, color, race, or national origin. Mn/DOT has established a Disadvantaged Business Enterprise Program in accordance with regulations of the DOT, 49 C.F.R. § 26.

Mn/DOT has received federal financial assistance from DOT for this contract, therefore the DBE requirements of 49 C.F.R. § 26 apply to this contract. As a condition of receiving this assistance, Mn/DOT has provided assurance it will comply with the 49 C.F.R. § 26. This regulation requires that contractors take necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform this contract. These special provisions provide detailed information about these requirements, and identify the responsibility the contractor has to demonstrate compliance with the requirements.

CONTRACT ASSURANCE

The contractor, and its subcontractor(s), shall not discriminate on the basis of sex, color, race or national origin in the performance of this contract. The contractor agrees to act in accordance with applicable requirements of 49 C.F.R. § 26 in the execution and award of this contract. Failure by the contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as Mn/DOT deems appropriate.

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BASIC REQUIREMENT

In order to be awarded this contract, the Apparent Low Bidder (ALB) must establish either (1) that it has met the DBE participation goal of the contract; or (2) that it has made adequate good faith efforts (GFE) to meet the DBE goal. This requirement is in addition to all other pre-award requirements.

DBE GOAL OF THIS CONTRACT

The DBE goal on this contract is 2.5 percent.

METHODS TO ATTAIN THE GOAL

The goal may be attained by:

1. Subcontracting with a DBE certified by the Minnesota Unified Certification Program (Mn/UCP). To prove the existence of such a subcontract, the Apparent Low Bidder (ALB) shall submit a signed agreement or a signed affidavit committing it to enter into such a subcontract;

2. Leasing equipment from a Mn/UCP-certified DBE;

3. Entering into a joint venture with a Mn/UCP-certified DBE. This joint venture must be approved in writing by the Mn/DOT Office of Civil Rights prior to bid opening;

4. Purchasing materials and supplies from a Mn/UCP-certified DBE. Generally, sixty percent (60%) of the supplier's contracted amount will be credited toward the DBE goal; however 100% of the amount will be credited towards the DBE goal if the supplies or materials are obtained from a Mn/UCP -certified DBE manufacturer; or

5. Using other services as approved in writing by the Mn/DOT Office of Civil Rights prior to bid opening.

SOLICITING DBEs

All bidders should make every reasonable effort to subcontract work to DBEs through good faith negotiations and solicitations in advance of the dates specified for submitting and opening of bids.

In order to fulfill a DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs by the Mn/UCP **prior to the date of the bid opening**. The Mn/UCP DBE directory, which is found on Mn/DOT's Office of Civil Rights website, includes the names and addresses of all certified DBE firms. To be listed in the DBE directory, a DBE needs only to be

certified as a DBE by the Mn/UCP. Neither Mn/DOT nor the Mn/UCP makes any representation as to any DBE's technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors. A DBE subcontractor's failure to perform the work will not be considered justification for a compensation increase.

APPARENT LOW BIDDER (ALB) SUBMITTAL OF INFORMATION

The ALB must identify the efforts it made to meet the DBE goal. The ALB must submit the information described in this section to the Mn/DOT Office of Civil Rights. All bidders are required to thoroughly document these solicitation efforts. The ALB shall justify any bids, quotes, or proposals it rejects from properly certified, qualified DBE firms.

THE FOLLOWING INFORMATION MUST BE SUBMITTED ON THE SUBMISSION DUE DATE. The Submission Due Date is the fifth business day after the bid letting date, unless the Mn/DOT Director of the Office of Civil Rights grants a written extension for good cause shown. The five day period starts the business day following the bid letting date. Information sent by fax or personal delivery must be received by the Mn/DOT Office of Civil Rights no later than 4:30PM central time on the Submission Due Date. Information sent by U.S. mail must be postmarked no later than the Submission Due Date. FAILURE TO SUBMIT ALL REQUIRED INFORMATION WITHIN THE ALLOWED FIVE BUSINESS DAY PERIOD WILL RESULT IN REJECTION OF YOUR BID ON THE BASIS THAT YOU ARE NOT A RESPONSIBLE BIDDER. PARTIAL SUBMISSIONS WILL NOT BE CONSIDERED.

The ALB must either (1) identify DBE participation sufficient to meet the DBE goal; or (2) demonstrate that the ALB made adequate good faith efforts to meet the DBE goal. The ALB must submit the following documents to the Mn/DOT Office of Civil Rights:

1. Certificate of Good Faith Efforts Consolidated Form (GFE Consolidated Form)
2. DBE Description of Work and Field Monitoring Report (Exhibit A)
3. Supporting Documentation to Verify Good Faith Efforts

The ALB must complete and submit the attached **Certificate of Good Faith Efforts Consolidated Form** as stated in the form instructions.

Part A - The ALB must provide contact information.

Part B - The ALB must provide project information including the DBE goal and the amount of DBE commitment the ALB obtained.

Part C - The ALB must provide information stating the amount of self-performance and DBE and non-DBE subcontractors' participation in this contract.

Part D - The ALB must list each subcontractor it **solicited.** The information must include all DBE and non-DBE firms (including all subcontractors, service providers and suppliers) from whom the ALB solicited quotes to provide work and supplies for this contract. Part D must be completed only if the ALB did not obtain sufficient DBE participation to meet the DBE goal.

Part E - The ALB must list the DBE firms that it intends to use on this contract and

provide an Exhibit A form and quote.

Part F - The ALB must list all non-DBE firms that provided a quote and indicate whether the non-DBE quote was accepted.

Part G - The ALB must list DBE firms that provided a quote but were not selected. Part G must be completed only if the ALB did not obtain sufficient DBE participation to meet the DBE goal.

Part H - The ALB must complete this **Good Faith Efforts Affidavit** regardless of whether the ALB's list of proposed subcontractors, service providers, and suppliers shows sufficient DBE participation to meet the DBE goal set for this contract.

The ALB must submit **DBE Description of Work and Field Monitoring Report (Exhibit A)**. A separate form must be submitted for each DBE firm the ALB proposes to utilize on the project. This must *be accompanied by proof of commitment to use the DBE firms*, such as copies of signed agreements, affidavits, or letters of intent. These commitments will be used to determine the "commitment rate" (the percentage of DBE participation). The ALB must commit to using the proposed DBE firms for not less than the percentage of the DBE participation shown on the DBE Description of Work and Field Monitoring Report (Exhibit A). An ALB will be deemed a non-responsible bidder if it fails to include in its submission a completed DBE Description of Work and Field Monitoring Report (Exhibit A) for each DBE along with the required signed agreements or affidavits.

The ALB must submit information that demonstrates its adequate good faith efforts to achieve the DBE goal. This information can include, but is not limited to, copies of solicitation letters, faxes, and emails to DBE firms. The ALB must identify the actions it took to achieve the DBE goal, including those actions listed in 49 C.F.R. § 26 Appendix A.

FAILURE TO SUBMIT INFORMATION

If the ALB fails to submit the information required by the previous section the ALB is a non-responsible bidder and Mn/DOT will reject the ALB's bid. **All required information must be submitted by the Submission Due Date.** The information submitted shall state the ALB's commitment to use DBEs for not less than the commitment rate.

IF THE DBE GOAL IS NOT MET, A GOOD FAITH EFFORTS REVIEW WILL BE CONDUCTED

An ALB that does not commit to meeting the DBE goal is thereby not disqualified if the ALB demonstrates that it made adequate good faith efforts (GFE) to meet the DBE goal. An ALB that does not commit to meet the DBE goal and fails to show adequate GFE were made is a non-responsible bidder and Mn/DOT will reject its bid. See 49 C.F.R. § 26.53(a)(2).

A DBE firm that bids as a prime contractor will be deemed to have met the DBE goal if the value of the work performed by its own forces, combined with any work that it has committed to be performed by DBE subcontractors and DBE suppliers, meets or exceeds the DBE goal. See 49 C.F.R. § 26.53(g).

In addition to the GFE activities listed in the following section, Mn/DOT may, as permitted by the Federal regulations, take into account the performance of other bidders in meeting the DBE contract goal. See 49 C.F.R. § 26 Appendix A(V).

EVALUATION OF GOOD FAITH EFFORTS

If an ALB has a DBE commitment rate that is below the DBE goal, then the ALB must demonstrate that it made adequate good faith efforts in attempting to meet the DBE goal. Mn/DOT's Office of Civil Rights (OCR) staff will review the GFE documents submitted by the ALB and the DBE commitment submitted by each bidder to evaluate the ALB's commitment rate.

The ALB must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. In evaluating the ALB's adequate good faith efforts, Mn/DOT will consider the following list of actions. This is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. Compliance with the adequate good faith efforts requirement will be determined on a case-by-case basis.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and /or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The ALB must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D(1) Negotiating in good faith with interested DBEs. It is the ALB's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why

additional agreements could not be reached for DBEs to perform the work.

D(2) An ALB using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the ALB of the responsibility to make the good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding , lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Following this review, the OCR staff will make a recommendation to the Director of OCR, or designee, (Director) as to whether the ALB has met the DBE goal or made adequate good faith efforts. The Director of OCR will determine whether the ALB has met the DBE goal or made adequate good faith efforts to meet the goal for this contract in accordance with 49 C.F.R. § 26.53 and 49 C.F.R.§ 26 Appendix A. The Director's written determination will be mailed to the ALB informing it of this decision approximately 10-12 business days after the Submission Due Date. If the Director determines that the ALB failed to meet the DBE goal or that it failed to make adequate good faith efforts to do so, the determination notice will be sent by certified U.S. mail.

An ALB that fails to meet the DBE goal or fails to make adequate good faith efforts to meet the goal is a non-responsible bidder and shall not be awarded the contract.

ADMINISTRATIVE RECONSIDERATION

If the Director determines that the ALB failed to make adequate good faith efforts, the ALB may request administrative reconsideration. (49 C.F.R. § 26.53(d)). If the ALB does not make a timely written request for administrative reconsideration as described herein, the ALB will be deemed to have waived its right to request administrative reconsideration.

The ALB's request for administrative reconsideration must be made in writing. Requests sent by fax or personal delivery must be received by the Mn/DOT Office of Civil Rights no later than 4:30 PM on the fifth business day after the ALB receives written notice of the determination. Administrative reconsideration requests sent by U.S. mail must be postmarked no later than the fifth business day after the ALB receives notice of the determination. The ALB is deemed to have notice as of the date indicated on the certified mail receipt signed by the ALB, or its representative, at the time of delivery. The ALB must submit the written request for reconsideration to the attention of **Mn/DOT Deputy Commissioner at MnDOT, 395 John Ireland Blvd. St. Paul, Minnesota 55155; or by fax 651-366-4795. A copy of the request must be sent to the Director of the Office of Civil Rights at the same address or fax 651-366-3129.**

The Mn/DOT Deputy Commissioner, or a designated official, will serve as the Reconsideration Official. The Reconsideration Official shall not have any role in the original determination that the ALB failed to meet the DBE goal or failed to make adequate good faith efforts to do so.

In the reconsideration process, the ALB will have the opportunity to:

- Provide written documentation or argument concerning the issue of whether the ALB met the goal or made adequate good faith efforts to do so. (49 C.F.R. § 26.53(d)(1).

- Meet in person with the Reconsideration Official to discuss the issue of whether the ALB met the goal or made adequate good faith efforts to do so. (49 C.F.R. § 26.53(d)(3).

The Reconsideration Official will reconsider the record documenting the good faith efforts of the ALB. The reconsideration process will include the documents and arguments that the ALB is permitted to submit. The reconsideration process is a review of only the good faith efforts made by the ALB as of the Submission Due Date. Good faith efforts made subsequent to that date will not be considered.

Mn/DOT will provide the ALB with a written decision on reconsideration, explaining the basis for the determination **within 5 business days following the date scheduled for the ALB to meet with the Reconsideration Official to discuss the issue.** In accordance with 49 C.F.R. § 26.53(d)(5), the result of Mn/DOT's reconsideration process is not subject to administrative appeal to the U.S. Department of Transportation.

COUNTING DBE PARTICIPATION & COMMERCIALLY USEFUL FUNCTION

In accordance with 49 C.F.R. § 26.55, Mn/DOT will determine the percentage of DBE participation that will be counted toward the overall DBE goal as follows:

(a) When a DBE participates in a contract, Mn/DOT will only count the value of the work actually performed by the DBE toward DBE goals.

1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that Mn/DOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, Mn/DOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Mn/DOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Mn/DOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.

3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Mn/DOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. Mn/DOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

5. Mn/DOT decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to U.S. DOT.

(d) Mn/DOT will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there can not be a contrived arrangement for the purpose of the meeting DBE goals.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the Director of the Office of Civil Rights.

6. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Mn/DOT will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

1. Mn/DOT will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer.

2. For purposes of this section (e), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.

3. If the materials or supplies are purchased from a DBE regular dealer, Mn/DOT will count 60% of the cost of the materials or supplies toward DBE goals.

4. For purposes of this section (e), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease agreement and not on an ad hoc or contract-by-contract basis.

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

5. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Mn/DOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a

job site, toward DBE goals, provided Mn/DOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Mn/DOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

(f) If a firm is not currently certified as a DBE in accordance with the standards of 49 C.F.R. § 26 Subpart D at the time of execution of the contract, Mn/DOT will not count the firm's participation toward any DBE goals.

(g) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

(h) Mn/DOT will not count the participation of a DBE subcontractor toward the contractor's final compliance with its DBE obligations on a contract until the amount being counted has been actually paid to the DBE.

FAILURE TO FULFILL DBE COMMITMENT

Mn/DOT will invoke appropriate administrative sanctions for non-compliance when a contract has been awarded and performance has begun, but the contractor fails to meet the DBE goal or make an adequate good faith effort to do so. Sanctions for noncompliance may include, but are not limited to, Mn/DOT withholding progress payments and taking a monetary deduction from the contract proceeds. If the contractor fails to complete its work on the contracts executed with DBE firms, as required by this contract, and the failure is through no fault of the DBE firms, MnDOT may deduct a sum equal to the portion of the DBE commitment not fulfilled. This provision will not apply if Mn/DOT reduces the quantity of work subcontracted to the DBE.

Mn/DOT may allow an adjustment of the commitment if the DBE participant that was part of the original commitment fails to perform and cannot be replaced with another DBE subcontractor despite the contractor's adequate good faith efforts to find another DBE to perform the same amount of work.

DBE REPLACEMENT

The contractor must make good faith efforts to replace a DBE subcontractor who is unable to perform successfully with another DBE to perform the same amount of work. The contractor shall not terminate for its convenience a DBE subcontract and then perform the work of the terminated subcontract with its own forces.

Once a contractor submits an affidavit, subcontract or other signed agreement, and the DBE Description of Work and Field Monitoring Report (Exhibit A), the DBE firm cannot be replaced by another DBE or a non-DBE firm for any reason until the following occurs:

1. Mn/DOT's Office of Civil Rights receives a written request for approval of the

substitution, including the reasons for the substitution; and,

2. Mn/DOT's Office of Civil Rights grants the contractor a written approval of the substitution.

Mn/DOT staff may assist the Contractor, when requested, in replacing DBEs. This assistance may include but is not limited to:

1. Providing the contractor with information regarding the availability of other DBEs.

2. Providing the contractor with assistance in locating available DBEs

PROMPT PAYMENT

Minnesota Statutes §16A.1245 requires that the prime contractor agrees to pay each subcontractor within ten (10) days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor is subject to pay interest charges of 1-1/2 percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid to the subcontractor within the ten (10) day period. This provision applies to DBE and non-DBE subcontractors.

Prime contractors are required to make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Satisfactorily completed means when all the tasks called for in the subcontract have been accomplished and documented as required by Mn/DOT. When Mn/DOT has made incremental acceptances of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. See 49 C.F.R. § 26.29(b) and (c).

Failure to comply with these payment provisions may result in penalties including the withholding of progress payments to prime contractors. Appropriate penalties will be determined by Mn/DOT. The Contractor Payment Form must be completed for payments to subcontractors regardless of their DBE status.

Prime Contractor _____ State Project # _____

DBE Description of Work
And Field Monitoring Report (Exhibit A)

A contract will not be awarded to the Prime Contractor unless this form is submitted with a signed subcontract, purchase order or affidavit for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A and B and signs in section C.**
PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE Subcontractors, including Trucking firms must complete this Section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____

Prime Contractor: _____ Phone #: _____

DBE Subcontractor: _____ Phone #: _____

DBE Principal Name: _____ Total Subcontract $: _____

DBE Participation Claimed: Percent _____% Amount $ _____

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
2. Are the items, quantities, and prices listed on the subcontract agreement or affidavit correct? _____
3. List the line items to be performed: _____

_____

4. Are there any other agreements not addressed in the subcontract? If yes, please explain: _____

_____

5. If equipment to be used is other than what is listed in your DBE certification file please answer the following:

   a. Will the renting or leasing include any of the following: (Attach a copy of the lease or rental agreement(s).
   Equipment _____ Insurance _____ Operator _____ or Maintenance _____

   b. Lessor's name: _____
   Amount to be paid: _____ Number of days to be used: _____

6. Will there be any other firm(s) providing work listed in your (DBE) subcontract?

   If yes, answer the following: Firm's Name: _____ $ amount of the work: _____

2. What is the name of the person supervising your work on this project? _____
   Is this your employee? _____

8. How many people will you be employing on this project? _____ Minorities: _____ Females: _____

9. Total dollar amount of materials to be supplied? _____

10. Who are you purchasing the materials from? _____

1. Please submit Purchase Agreement and/or Purchase Order from manufacturer(s) or primary material supplier(s).
   NOTE: This Exhibit 'A' will not be approved without the Purchase Agreement/Purchase Order.

2. Please list all subcontracts that your firm will be performing during the current construction season including non-DBE work:
   (Attach additional sheet if necessary.)

	Project Number	Prime Contractor	Project Location	# of Working Days
1.				
2.				
3.				

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Prime Contractor _____ State Project # _____

Section (B):

TO BE COMPLETED ONLY BY THE DBE TRUCKER

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. If ITO's or trucking companies are to be used on this project answer the following:

	Name of ITO/Company	Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
1.			
2.			
3.			
4.			

Section (C): (**All** DBE Subcontractors, including Trucking firms, must complete Section C.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any changes within 10 days of the change(s).

DBE Company: _____

DBE Principal: _____ _____ _____

Signature Title Date

Section (D): **TO BE COMPLETED BY Mn/DOT OFFICE OF CIVIL RIGHTS STAFF PERSON**

Project Number: _____ District # _____

Mn/DOT OCR Staff Person: _____ Phone No. _____

Project Engineer: _____ On-site Phone #: _____

Office Phone #: _____

Section (E): **TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS $^1/_3$ TO ½ COMPLETED**

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
   Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
   Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
   Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
   Yes _____ No _____
5. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the Mn/DOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____

Prime Contractor _____ State Project # _____

Certificate of Good Faith Efforts Consolidated Form (GFE Form) Instructions

This form consolidates the Certificate of Good Faith Efforts, the Good Faith Efforts Affidavit, and the Bidders List in the DBE Special Provisions and is referred to as the GFE Consolidated form. All parts of this form must be completed unless otherwise stated in the section's heading. The Apparent Low Bidder (ALB) must complete this form and submit it with the Good Faith Efforts Information by the Submission Due Date as defined in the DBE Special Provisions. Prime contractors may also use this form to demonstrate good faith efforts when a DBE is replaced after the contract is awarded.

The ALB should include in its Good Faith Efforts Information a cover letter addressed to the Mn/DOT Office of Civil Rights. The cover letter should identify in detail the efforts the ALB made to meet the DBE goal. The ALB is required to thoroughly document its solicitation efforts and justify any bids, quotes or proposals it rejects from properly certified DBE firms. **THE COVER LETTER SHOULD INCLUDE EACH OF THE FACTORS IDENTIFIED IN 49 C.F.R. Part 26, App. A, SUMMARIZED AS FOLLOWS:**

1. This GFE Consolidated Form must be completed. Please note that **"Part D - SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS" on pg. 4, and "Part G – DBES QUOTED BUT NOT SELECTED" on pg. 7 are to be completed ONLY IF the DBE goal is NOT met.**
2. A statement of the ALB's overall plan for obtaining DBE participation noting barriers or challenges the ALB encountered in obtaining DBE participation. Specifically, detailing how all necessary and reasonable steps to achieve the DBE goal or other requirements which, by their scope, intensity, and appropriateness to the objective of achieving the DBE goal, could reasonably be expected to obtain sufficient DBE participation - even if the ALB was not successful.
3. **The solicitation requirement is two-fold and includes the *initial solicitation* and appropriate *follow up* with interested DBEs.** Evidence of solicitation efforts of DBEs such as copies of requests for bids sent to DBE firms with identification of the firms clearly stated; fax confirmation sheets displaying the date, fax number, name of DBE firm, and status; list of all DBE firms called, date, contact name and response; or email distribution lists with date and time clearly indicated. The solicitations to DBEs should provide sufficient information about the type of work available on the project.
4. Identify the efforts made to select portions of work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation.
5. A detailed explanation of the reason for not accepting DBE quotes. Each non-accepted quote should be addressed individually. Provide an explanation of the efforts the ALB made to negotiate in good faith with interested DBEs. Provide information about any cost comparisons that were considered in the decision to not accept DBE quotes. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for an ALB's failure to meet the contract DBE goal, as long a such costs are reasonable.** The ALB is not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. If the ALB makes such a determination it should provide a written explanation for this conclusion.
6. A detailed explanation of the ALBs efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
7. A detailed explanation of the ALBs efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
8. A detailed explanation of the effective use by the ALB of the services of available minority/women community organizations; minority/women contractor's groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
9. Provide copies of any advertisements placed on hardcopy or websites. Advertisements should include information about the project(s), type(s) of work for which quotes are being solicited, and specific contact information for the ALB.

Contact the Mn/DOT Office of Civil Rights if you have any questions; main line 651-366-3073

Prime Contractor _____ State Project # _____

Guidelines for Certificate of Good Faith Efforts (GFE) Consolidated Form

The Apparent Low Bidder (ALB) must show that it took all necessary and reasonable steps to achieve the DBE goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. The criteria for evaluating good faith efforts is described in 49 CFR, Part 26, Appendix A which can be found at http://www.osdbu.dot.gov/DBEProgram/. ALBs submitting good faith efforts information should address the following factors in its Good Faith Efforts Information submission. The information below is not a mandatory list, nor is it exclusive or exhaustive.

Criteria 1: "Solicitation Efforts"

1. Did the ALB use the current DBE Directory to identify DBEs?
2. Did the ALB perform sufficient solicitations given the amount of work to meet the DBE goal?
3. Did the ALB break out and solicit for work in economically feasible units?
4. Did the ALB solicit for work that it otherwise would self-perform?
5. Were DBEs with business operations in close geographic proximity to the project solicited?

Criteria 2: "Timely Notice"

1. Did the ALB send timely written (e-mail/fax) solicitation notices to certified DBE firms?
2. Did the solicitation notice include the following:
   a. Name and location of project
   b. Bid date
   c. Scope of work requested
   d. Location where DBE's can review plans and specifications
   e. Date and time to submit quote
   f. Contact name for technical assistance
   g. Any special requirements

Criteria 3: "Finance and Bonding Outreach"

1. Did the ALB offer assistance by providing contacts for possible bonding, insurance, and lines of credit?
2. Did the ALB offer assistance by providing technical assistance in these areas?

Criteria 4: "ALB follow-Up"

1. Did the contractor maintain a "follow-up log" from the initial solicitation? The log must show:
   a. Type of contact (fax, telephone, e-mail)
   b. Name of contact person
   c. Name of DBE firm
   d. Date and time of DBE contacted
   e. Response received
   f. Reason for DBE not bidding project (if applicable)

Criteria 5: "ALB DBE Program Outreach and Support"

1. Did the ALB host DBE informational workshops, attend Minnesota Department of Transportation (Mn/DOT) sponsored DBE events; such as networking sessions, DBE conferences, DBE/ALB meetings, etc.?
2. Did the ALB contact minority business organizations about DBE opportunities?

Note: The Submission Due Date is **the fifth business day after the bid letting date** in accordance with the Mn/DOT DBE Special Provisions. Contact the Mn/DOT Office of Civil Rights if you have any questions; main line 651-366-3073

Prime Contractor _____ State Project # _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
CERTIFICATE OF GOOD FAITH EFFORTS CONSOLIDATED FORM

This Certificate of Good Faith Efforts Consolidated form (GFE Consolidated form) is required to demonstrate that the Apparent Low Bidder (ALB) either met the DBE goal, or made adequate good faith efforts to meet the DBE goal pursuant to 49 C.F.R. Part 26, Appendix A. Please refer to the instruction sheet prior to completing the form. This form and all supporting Good Faith Efforts documentation must be provided to the Mn/DOT Office of Civil Rights prior to the Submission Due Date as defined within the DBE Special Provisions.

PART A – PRIME CONTRACTOR'S INFORMATION (All Primes complete this section.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON		TITLE		

PART B - PROJECT DESCRIPTION (All Primes complete this section.)				
STATE PROJECT #	CONTRACT # (If Applicable)		☐Attach copy of Mn/DOT Advertisement	
ANTICIPATED START DATE (Based on progress schedule)			EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL %	VS	DBE COMMITMENT %	(Type of GFE Information – Check one only) ☐ Pre-award ☐ Post-award/Execution	
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid $ * DBE % Goal)				

PART C – PROJECT SUMMARY AMOUNTS (All Primes complete this section.)	
TOTAL PRIME BID	$
TOTAL DOLLARS COMMITTED TO NON-DBE'S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE'S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	$
WORKED PERFORMED BY PRIME	$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal $ and DBE commitment $)	$

Prime Contractor State Project #

PART D – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHODS		
1		☐	☐					
2		☐	☐					
3		☐	☐					
4		☐	☐					
5		☐	☐					
6		☐	☐					
7		☐	☐					
8		☐	☐					
9		☐	☐					
10		☐	☐					
		☐	☐					
		☐	☐					

Make additional copies of this page as necessary.

Prime Contractor _____ State Project # _____

Make additional copies of this page as necessary.

PART E - DBE COMMITMENTS (All Primes complete this section.)

DBEs COMMITMENTS List only DBEs who have executed Exhibit A forms. DBE Contractor Information					Description of Work	Dollar Amount Of Bid/Proposal.
1.	DBE Contractor Name					
	Contact Name					
	Address					
	Federal Tax #		E-mail			
	Phone		Fax:			
2.	DBE Contractor Name					
	Contact Name					
	Address					
	Federal Tax #		E-mail			
	Phone		Fax			
3.	DBE Contractor Name					
	Contact Name					
	Address					
	Federal Tax #		E-mail			
	Phone		Fax			
4.	DBE Contractor Name					
	Contact Name					
	Address:					
	Federal Tax #		E-mail			
	Phone		Fax			
5.	DBE Contractor Name					
	Contact Name					
	Address:					
	Federal Tax #		E-mail			
	Phone		Fax			

Prime Contractor _____ State Project # _____

Make additional copies of this page as necessary.

PART F – NON-DBE QUOTES SUBMITTED (All Primes complete this section.)

NON-DBE COMMITMENTS
List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted.

	NON-DBE Contractor Information				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	NON-DBE Contractor Name						Y or N
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Y or N
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Y or N
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Y or N
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

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

If DBE quotes were rejected, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.
Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry, membership in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bid in the contractor's efforts to meet the project goal. (See Instructions attached to this form.).

QUOTED DOLLARS	DBEs WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	REASON NOT SELECTED
1.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
2.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
3.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
4.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
5.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
6.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
7.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
8.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
9.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
10.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
11.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
12.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
13.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
14.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
15.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
16.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
17.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
18.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
19.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
20.			Clearly state specific basis for rejecting the DBE on a separate sheet of paper
NUMBER OF DBEs SOLICITED			

PART H – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (All Primes complete this section.)

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the _____ of
_____ (Title) (Name of Individual, Company, Partnership, or Corporation)

that has been identified as the apparent low bidder of the State Project _____.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Certificate of Good Faith Efforts is true and accurate to the best of my belief.

SIGNATURE (Bidder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me

This _____ day of _____, 20

_____
Notary Public

My commission expires _____, 20_____

Under Sec. 26.107 of "49 CFR Part 26," dated February 2, 1999, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form

State Project Number _____ **Prime Contractor:** _____ 1st Tier Sub-Contractor: _____

Payment Reporting Period: From: _____ To: _____

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				

Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount
1.	☐	1.	1.
2.	☐	2.	2.
3.	☐	3.	3.
4.	☐	4.	4.
5.	☐	5.	5.
6.	☐	6.	6.

Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.
6.	6.	6.	6.

Company Officials Signature & Title	Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:		Title:	
Phone:	Fax:	Phone:	Fax:

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form Instructions

All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

State Project Number: As identified by Mn/DOT

Prime Contractor: The contractor who was awarded the project.

1st Tier Sub-Contractor: If a subcontractor has a subcontractor, list the 1st tier sub here and then list all of the 2nd tier Subcontractor(s) in the Name of Subcontractor/Supplier area. *All areas should be filled in regarding the prime as well.*

Payment Reporting Period: This should reflect the current payment period.

Contractor Information: Contractor's information who is making the payments. This must be filled out completely.

Original Contract Amount: Prime contractor's contract dollar amount.

Committed DBE%: The DBE commitment certified in the prime's bid is the minimum percentage of DBE participation on the project.

Actual DBE % to Date: The percent met to date.

Name of Subcontractor/Supplier: Company who is working for the prime contractor on this project.
(If a sub was contracted for more than one contract, list each contract separately.)

DBE?: Check this box if the subcontractor is a certified DBE in Minnesota. You can find a listing of the DBE firms certified in Minnesota at http://www.dot.state.mn.us/eeocm/ucpdirectory.html .

Description of Work: The type of work the subcontractor was contracted for.

Subcontract Amount: The dollar amount the subcontractor was contracted for.

Amount of Current Payment: The current dollar amount being paid to the sub.

Total Sub-Contractor Payment-to-Date: Total dollar amount paid to the sub including the current payment.

% Paid to Date: Percentage of total payments made in comparison to the prime's award amount.

Final Payment?: Indicate whether this is the final payment being made to the sub.

Company Officials Signature & Title: Self explanatory

Name & Title of Individual Completing Report: Self explanatory

If you have questions on completing the form, call the Office of Civil Rights at (651) 366-3073.

DBE Total Payment Affidavit

Pursuant to Mn/DOT Standard Specifications for Construction, Section 1908, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work contracted to be performed by DBEs has been satisfactorily completed. Identify each DBE firm that worked on the project and the dollar amount of the subcontract. If the dollar value of a DBE firm's total work is less than the DBE's original subcontract, please attach an explanation.

State Project Number: _____

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the authorized representative of _____(Name of Individual, Company, Partnership or Corporation)and I have the authority to make this affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on the above project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

Signed: _____
(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20____

_____
(Notary Public)

My commission expires _____, 20____

Prepare Affidavit in duplicate. Submit one original to the Project Engineer, and one original to:
Mn/DOT's Office of Civil Rights
395 John Ireland Blvd., MS 170
St. Paul, MN 55155

No. 1908 – Standard Specifications for Construction
Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), final payment may be withheld.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (Mn/DOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding $10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The Mn/DOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding $100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). Mn/DOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

Mn/DOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (23 USC 140, 23 CFR 230 and Minnesota Statute 363A.36)

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-37).

2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

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

   The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Army Corps of Engineers Centre, 190 E 5th Street, Suite 700, St. Paul, Minnesota 55101 within ten working days of award of any construction subcontract in excess of $100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

NOTICE TO ALL PRIME AND SUBCONTRACTORS
PRE-AWARD REPORTING REQUIREMENTS

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds $ 5,000,000.00:

1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30th of the previous year (Office and/or clerical personnel need not to be included).

2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.

3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).

3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.

4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Army Corps of Engineers Centre, 190 E. 5th Street, Suite 700, St. Paul, Minnesota 55101**. (651) 296-5663, TTY 296-1283, Toll Free 1-800-657-3704.

6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (Mn/DOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. Mn/DOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on Mn/DOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on Mn/DOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with Mn/DOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

NOTICE TO ALL PRIME AND SUBCONTRACTORS
REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

   The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July**. The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

   Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

   It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.

3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.

4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

1. General.
a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy. The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer. The contractor will designate and make known to State highway agency contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.
a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.
a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:
a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES *(con=t)*

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion.
a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.
b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting.
a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:
a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
(1) The number of minority and non minority group members and women employed in each work classification on the project.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.
b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3 and Minnesota Statutes 363A.36)

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 ($100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(con't)*

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):

(a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(con't)*

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).

(f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(con't)*

(g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)

(m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(con't)*

(n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)

(o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(con't)*

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.

12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

EQUAL OPPORTUNITY CLAUSE

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	11%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	11%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2.9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	11%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2.2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	11%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	11%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	11%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	11%	6%
Watonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%

Minnesota Department of Transportation
Office of Civil Rights
Contractor Employment Data

1. Contractor Name and Address:

Phone: _____

2. Employment Data a) Name: Last Name, First Name, MI	**b) Social Security #**	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
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17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						

If you have submitted this form at any time during this calendar year, you do not need to submit another one.

Minnesota Department of Transportation
Office of Civil Rights

Special Provisions
Revised 05/10

INSTRUCTIONS FOR EEO-12
CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first Mn/DOT construction project for the calendar year. (Prime and Subs)

1. Contractor Name and Address self-explanatory.

2. Employment Data information will coincide with your employment records.

   2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable Mn/DOT EEO staff to readily identify individuals on all projects.

   2b. Social Security Number self-explanatory.

   2c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.

   2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).

   2e. Gender is to be indicated with an "M" for Males or an "F" for Females.

   2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.

   2g. Level "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a Mn/DOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through Mn/DOT's Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact Mn/DOT's Office of Civil Rights at (651) 366-3321.

If you have submitted this form at any time during this calendar year, you do not need to submit another one.

Minnesota Department of Transportation
Office of Civil Rights

Minnesota Department of Transportation **Office of Civil Rights** **Monthly Employment Compliance Report** **EEO-13**	**1. SP** ☐ **SAP** ☐ (Check one) **SP#**	**3. Contractor Name:**	**4. Prime** ☐ **Subcontractor** ☐ (check one)
	County or City	Street Address:	5. Dollar Amount of Contract:
	2. Reporting Period _____ to _____	City, State Zip	6. Percent of Completion:

7. Employment Data **a) Name: Last, First Middle Initial**		**b)** **Social Security #**	**c)** **New Hire** **(Y or N)**	**d)** **Ethnicity**	**e) Gender** **M or F)**	**Trade/Foreman, Supervisors, Managers**	**g)** **Level** **(A, J or T)**	**h) Hours Worked This Period**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								

8. Contract Goals			**9. Prepared by:** (Signature)	**10. Reviewed by:** (Signature)
MINNESOTA GOALS		**%OBTAINED**		
_____ %	Minority	_____ %	Print Name:	Print Name:
			Title:	Title:
_____ %	Women	_____ %	Date:	Date:
			Phone: Fax:	Phone: Fax:

INSTRUCTIONS FOR EEO-13

MONTHLY EMPLOYMENT COMPLIANCE REPORT

1.-5. Self-explanatory – State Project #, county project is located in, are you a prime or sub, and contract value.

6. Percent of Completion is the estimated percentage of work completed including this reporting period.

7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.

   7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable Mn/DOT EEO staff to readily identify individuals on all projects.

   7b. Social Security Number self-explanatory.

   7c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.

   7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).

   7e. Gender is to be indicated with an "M" for Males or an "F" for Females.

   7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.

   7g. Level "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a Mn/DOT approved Trainee.

   7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.

8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of $100,000 with any State funding must meet the State Employment Goals. Projects in excess of $10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 15-16.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

   % Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.

9. Prepared by Contractor Designee is the signature of the prime or subcontractor's EEO officer/designee.

10. Reviewed by Project Engineer is the signature of the Mn/DOT staff monitoring the project.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through Mn/DOT's Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact Mn/DOT's Office of Civil Rights at (651) 366-3321.

EEO COMPLIANCE REVIEW REPORT

Total Company Workforce in the State of Minnesota
(For 12 Month Period Preceding July 30th of the previous year)

Name and Address of Contractor

_____

_____

_____

Name and Title of Corporate Officer _____

Name of EEO Officer _____

Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Mangers)														
Supervisors														
Foremen/Women														
Clerical (field)														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Total														
On-the-Job Trainees														

MINNESOTA DEPARTMENT OF TRANSPORTATION

ON-THE-JOB TRAINING PROGRAM
TRAINEE ASSIGNMENT

SP #: _____ Location: _____ District: _____

Project Engineer: _____ Phone: ( ) _____

Prime Contractor: _____ Phone: ( ) _____

Address: _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

Training Contractor: _____ Phone: ( ) _____

Address: _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

TRAINEE

Job Title or
Trade Classification: _____ Number of Training Hours on this Project: _____

Name: _____ S.S.#: _____

Address: _____ Phone: ( ) _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

Approximate Start Date: _____

Approximate Completion Date: _____

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: _____

1. Ethnic Background: **Hispanic** _____; **Black** _____; **Asian/Pacific Islander** _____; **White** _____;

   Am. Ind/Alaskan _____ (Verify with Tribal I.D. # or Affiliation _____).

2. **Male**; _____ **Female**; _____.

Mn/DOT 21860

EE0-6
05/10

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATION OF ON-THE-JOB TRAINING HOURS
FEDERAL-AID-PROJECTS

Contractor: *submit original and one copy monthly to the project engineer*

CONTRACTOR	REPORTING PERIOD:
ADDRESS	S.P. NO. (LOW):
	F.P. NO.:

TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE

AMOUNT OF CLAIM _____ HOURS @ _____ PER HOUR = $ _____

Progress of Trainee(s) ☐Excellent ☐Very Good ☐Good ☐Below Good

COMMENTS (Please detail any supplementary training offered):

_____

_____

_____

_____

_____

CONTRACTOR:

The undersigned contractor hereby certifies that the listed employees are bonafide trainees as required by the On-the-Job Training Special Provision and that they have worked the hours as reported above.

_____

Contractor Signature/Title *Date*

PROJECT ENGINEER:

I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.

_____

Engineer Signature/Title *Date*

On-the-Job Training (OJT) Program Approval Form

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

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

I. Project Information

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

II. Project Training Plan Information

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

Planned Training Activities

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

Contractor's Representative Signature	Title	Date

IV. Instruction for the Contractor.

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

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

On- the -Job Training Program
Trainee Termination Form

Contractor Name		County	Prime	Sub
Address	City	State	Zip	
EEO Officer		Phone #	e-mail address	
Trainee Name		Phone #	Social Security No.	
Address	City	State	Zip	

Race/Ethnicity		
☐ Hispanic	☐ White	☐ Asian
☐ Black	☐ American Indian	☐ Other

Gender		Classification/Trade		S.P. #
☐ Female	☐ Male			
Start Date	Termination Date	Hours Assigned	Hrs Completed	

Reason for Termination/Separation/Layoff:

- ☐ Construction phase completed
- ☐ Death
- ☐ Fired (please explain below)
- ☐ Illness/health problems
- ☐ Lack of transportation and /or travel distance
- ☐ Military duty
- ☐ Relocated
- ☐ Personal
- ☐ Quit to work for another company
- ☐ Other (please explain below)

Please provide comments:

Contractor's Representative Signature Title Date

MAIL or Fax THE ORIGINAL and MAINTAIN COPY:
395 John Ireland Boulevard
St. Paul, MN 55155-1899
Office of Civil Rights M.S. 170
On-The –Job Training Coordinator
Fax # 651/366-3129

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
Form-1273

(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version March 10, 1994)

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I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity:
Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

REQUIRED CONTRACT PROVISIONS *(con't)*

2. EEO Officer:
The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy:
All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions.

(The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions:
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under

REQUIRED CONTRACT PROVISIONS *(con't)*

this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm

does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL):

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved

b. Trainees

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training

REQUIRED CONTRACT PROVISIONS *(con't)*

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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:
The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:
Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

REQUIRED CONTRACT PROVISIONS *(con't)*

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):
The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially possible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

REQUIRED CONTRACT PROVISIONS *(con't)*

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless

of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts -49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participation 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she 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.

APPENDIX A (Short Version)
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

The Required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 4-93) is restated here for emphasis:

Section IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

Section IV.2, Classification

2. Classification

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

For implementation reference Section IV.2(c), (d) and (e).

Minnesota Department of Transportation Schedule of Materials Control – Introduction Page

(Federal Aid, State Funds, County/Municipal Federal Aid Projects and State Aid Projects)

This schedule outlines the minimum sampling and testing required for most materials used in highway construction. Some items that are rarely used or materials of recent development are often covered by special provisions and may not be shown on the schedule. For more information regarding contract requirements for testing, please reference the "Standard Specifications for Construction", Specification 1603 Materials: Specifications, Samples, Tests, and Acceptance.

Laboratories performing acceptance tests for payment shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or a comparable accreditation program approved by Mn/DOT and the FHWA for all test procedures performed.

When sample sizes required for testing exceed 35 pounds, please submit multiple containers of the material with no individual container weighing more than 35 pounds.

Small quantities of materials may be accepted without sampling and testing. A small quantity is defined as any total quantity, for the whole project, of one material, which is smaller than the minimum quantity required for testing unless modified by the individual material items. These materials shall be from known, reliable sources, perform satisfactorily and meet the requirements for purpose intended. The inspection report (Form 02415) should include a statement to this effect and show the source. Form 2403 may be used to report small quantities of diverse materials from different sources. Form 02415 and Form 2403 (or approved revisions) are referenced in the Schedule of Materials Control for project record documentation and are required to be maintained in the project file.

Where items of small quantity are used in a critical location or significantly influence the safety, performance, strength or durability of major construction items, prior approval for their use without testing must be obtained.

Previously approved materials transferred from another project should be reported on Form 02415. The report should include: type of material, quantities involved, source, and supplier of materials. Whenever possible, include the project number for which the material was originally approved.

If Forms 02415 and 2403 are referenced by form number within the Materials Control Schedule for materials or products received from pre-approved sources, where the field responsibility for acceptance is visual inspection and all information required to complete these forms is contained in other documents in the project file, the use of these forms becomes optional. If these forms are completed and sent to the Project Engineer by off-site inspection personnel from the district or the Office of Materials, they must be retained in the project file.

A telephone Index is included with the Schedule giving the numbers of contact persons if further information is required regarding the various materials. A form index is also included.

A website (www.dot.state.mn.us/materials.html) has been established for the Office of Materials. The contributing units to the Materials Control Schedule from the Pavement Engineering Section are the Bituminous Engineering Unit, the Concrete Engineering Unit, and from the Geotechnical Section, the Grading & Base Unit. The Department maintains the Approved/Qualified Products List and the Certified Products and Services List, as well as, the Schedule of Materials Control.

Products manufactured offsite may be pre-approved; however, final acceptance will be made at the point of incorporation, based upon review of documentation and inspection for shipping or other damage.

Contact the Mn/DOT District Independent Assurance Inspector when project starts to provide the proper servicing of your project.

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Certifications List

Material	Section	Sub Section	Page	Certification Needed
All Granular Materials	I. Grading & Base	Many	7-11	Form 24346 and Test Results
Plant Mixed Asphalt (PMA)	II. Bituminous	Many	12-17	All PMA from certified supplier www.dot.state.mn.us/materials/bituminous.html
Shingles	II. Bituminous	2	13	Contractor shall provide documentation that of all RAS /TOSS (Tear Off Shingle) material is from a MPCA certified supplier.
Bituminous Material	II. Bituminous	9	16	Only Bituminous Materials from certified asphalt binder sources are allowed for use. The most current list of Certified Sources can at http://www.dot.state.mn.us/products
Emulsions	III. Seal Coat		19	Use Emulsion for seal coat from a certified asphalt emulsion source.
Emulsions	III. Seal Coat		19	Use Emulsion for Fog Seal from a certified asphalt emulsion source.
Emulsions	III. Micro surfacing		20	Use Asphalt Emulsion from a certified asphalt emulsion source.
Emulsions	III. Micro surfacing		21	Use Micro surfacing Emulsion from a certified asphalt emulsion source.
Emulsions	III. Micro surfacing		22	Use Fog Seal Emulsion from a certified asphalt emulsion source.
Concrete Ready Mix	IV. Concrete	Many	23-37	Contact Report from Ready-Mix Plant. All concrete from certified plant including a computerized certificate of compliance with each load.
Ground Granulated Blast Furnace Slag Fly Ash Admixtures Cement	IV. Concrete		24	Concrete Plant Batching Materials: All materials must come from certified approved, or qualified sources. All certified sources must state so on the Bill of Lading Delivery invoice including Mn/DOT standardized certification statement for cement, flyash, and slag. The most current list of certified/approved sources can be found at www.dot.state.mn.us/products.

Material	Section	Sub Section	Page	Certification Needed
Air Content	IV. Concrete ready-mix for concrete paving		29	Certificate of Compliance.
Plastic for Curing	IV. Concrete		32	A Certificate of Compliance shall be submitted to the Project Engineer from the Manufacturer certifying that the plastic complies with AASHTO M171.
Aggregate for Low Slump Overlays	IV. Concrete		36	Aggregate pit numbers and 1 passing gradation result per fraction each time aggregate is delivered to the site
Profiler	IV. Concrete		35	Contractor provides Mn/DOT certified Inertial Profiler Results for bumps/dips and/or Areas of Localized Roughness for the entire project.
Aggregate for Concrete Pavement Repair	IV. Concrete		37	Aggregate pit numbers and 1 passing gradation result per fraction each time aggregate is delivered to the site
Aggregate for Dowel Bar Retrofits	IV. Concrete		38	Aggregate pit numbers and 1 passing gradation result per fraction each time aggregate is delivered to the site
Plant Stock & Landscape Materials	V: Landscaping etc.	2	39	Several certifications
Silt Fence	V: Landscaping etc.	5	40	Certificate of Compliance with MARV values
Flotation Silt Curtain	V: Landscaping etc.	6	40	Manufacturers' certification of compliance
Mulch Type 3	V: Landscaping etc.	12	40	Certified Vendor by Minnesota Crop Improvement Association must be tagged grain straw only on label.
Mulch Type 6 Wood Chips	V: Landscaping etc.	13	41	Emerald Ash Borer Compliance Agreement with the MDA
Seeds	V: Landscaping etc.	14	41	Certified Vendor by Minnesota Crop Improvement Association must be tagged.
Seeds - Native	V: Landscaping etc.	14	41	Certified Vendor by Minnesota Crop Improvement Association must be tagged.
Sod	V: Landscaping etc.	15	41	A certified tag by Minnesota Crop Improvement Association for Salt tolerant sod. A certificate of Compliance for all other types of sod listing grass varieties.
Compost	V: Landscaping etc.	16	41	A/QPL with certified test reports.
Waterproofing material membrane waterproof system	VI: Chemical Items		42	Certificate and test results
Waterborne latex traffic marking paint	VI: Chemical Items		43	Certificate of Compliance
Epoxy traffic paint	VI: Chemical Items		43	Certificate of Compliance
Traffic marking paint	VI: Chemical Items		43	Certificate of Compliance
Non-traffic marking paint	VI: Chemical Items		43	Certificate of Compliance
Bridge structural steel paint	VI: Chemical Items		44	Certificate of Compliance
Exterior masonry paint	VI: Chemical Items		44	Certificate of Compliance
Noise wall stain	VI: Chemical Items		44	Certificate of Compliance
Drop-on glass beads	VI: Chemical Items		44	Certificate of Compliance
Pavement marking tape	VI: Chemical Items		44	Certificate of Compliance
Steel sign posts	VII: Metallic	2	46	Certification of domestic source if applicable under 1601.
Posts for traffic or fence	VII: Metallic	3A	46	Certification of domestic source if applicable under 1601. For fence: fence certification form.
Fence components	VII: Metallic	3B	46	Fence certification form.
Fence gates	VII: Metallic	3C	46	Fence certification form.
Fence barbed wire fabric	VII: Metallic	3D	46	Fence certification form.
Fence woven wire fabric	VII: Metallic	3E	47	Fence certification form.

Material	Section	Sub Section	Page	Certification Needed
Fence chain link wire fabric	VII: Metallic	3F	47	Fence certification form.
Reinforcing steel uncoated bars	VII: Metallic	5A	47	Certificate of Compliance & certified mill analysis
Reinforcing steel epoxy bars	VII: Metallic	5B	48	Inspected tag or Certificate of Compliance & certified mill analysis
Steel Fabric	VII: Metallic	5E	48	Certificate of Compliance
Dowel Bars	VII: Metallic	5F	48	Certificate of Compliance
Pre or post tensioning strand	VII: Metallic	5G	49	Mill analysis
Anchor rods & Structural Fasteners	VII: Metallic	7	49	Yearly Mn/DOT passing test report
Timber & lumber	VIII: Miscellaneous	1	53	Certified on invoice
Elastomeric bearing pad	VIII: Miscellaneous	4	53	Certificate of Compliance
Corrugated metal pipe	IX: Geosynthetics & Pipe	1A	53	Certified on invoice
Corrugated metal structural plate	IX: Geosynthetics & Pipe	1B	53	Certified on invoice
Corrugated metal aluminum plate	IX: Geosynthetics & Pipe	1C	54	Fabricator's Certificate and guarantee
Concrete pipe & manholes reinforced	IX: Geosynthetics & Pipe	3A	54	Certified stamp and certification document
Concrete pipe non reinforced	IX: Geosynthetics & Pipe	3B	54	Certified stamp and certification document
Precast box culverts	IX: Geosynthetics & Pipe	4A	55	Stamped & field inspection report
Prestressed beams & posts, etc	IX: Geosynthetics & Pipe	4B	55	Stamped & field inspection report
Manholes & catch basins	IX: Geosynthetics & Pipe	5	56	Certification document or stamped
Thermoplastic pipe ABS & PVC	IX: Geosynthetics & Pipe	7	56	Certificate of Compliance
Corrugated PE Pipe: Single wall – edge drains	IX: Geosynthetics & Pipe	8	56	Certificate of Compliance
Corrugated PE Pipe: dual wall – 12"-48"	IX: Geosynthetics & Pipe	13	57	Certificate of Compliance
Geotextile fabric	IX: Geosynthetics & Pipe	14	58	Manufacturers' Certification of compliance
Brick sewer concrete	X: Brick, Stone, Masonry	1B	59	Air content statement
Concrete masonry units	X: Brick, Stone, Masonry	2A	59	Air content statement
Light standards	XI: Electrical & Signal	1	60	Certificate of Compliance
Cable & Conductors	XI: Electrical & Signal	7	61	Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If not received from Contractor, submit sample for testing along with manufacturers' material certification.
Electrical systems	XI: Electrical & Signal	10	62	Electrical Systems are to be reported as a "System" using the Lighting, Signal, and Traffic Recorder Inspection Report.
Traffic signal systems	XI: Electrical & Signal	11	62	Traffic Signal Systems are to be reported as a "System" using the Lighting, Signal, and Traffic Recorder Inspection Report.

Telephone Index for Schedule of Materials Control

Section	Page	Section Name	Contact	Phone
Part I	Page 7	Grading & Base	Terry Beaudry Cary Efta Rebecca Embacher	(651) 366-5456 (651) 366-5421 (651) 366-5525
Website: www.dot.state.mn.us/materials/gradingandbase.html				
Part II Part II B 4	Page 12 Page 16	Bituminous - Spec. 2360 Asphalt Binder	John Garrity Jim McGraw Jason Szondy	(651) 366-5577 (651) 366-5548 (651) 366-5549
Website: www.dot.state.mn.us/materials/bituminous.html				
Part III	Page 18	Seal Coating – Spec 2356	Erland Lukanen Tom Wood	(651) 366-5460 (651) 366-5573
Part IV	Page 23	Concrete – Aggregates and Mix Design Concrete – Certified Ready Mix Concrete Paving Concrete – Bridges	Wendy Garr Wendy Garr Maria Masten Ron Mulvaney	(651) 366-5423 (651) 366-5423 (651) 366-5572 (651) 366-5575
Website: www.dot.state.mn.us/materials/concrete.html				
Part V	Page 39	Landscaping and Erosion Control Items Erosion Control Landscaping Wood Chips	 Lori Belz Scott Bradley Tina Markeson	 (651) 366-3607 (651) 366-4612 (651) 366-3619
Part VI	Page 42	Chemical Items	Jim McGraw Dave Iverson	(651) 366-5548 (651) 366-5550
Part VII	Page 45	Metallic Materials and Metal Products Sampling Test Results Bridge Structural Metals	 Steve Grover Laboratory Todd Niemann Barry Glassman	 (651) 366-5540 (651) 366-5560 (651) 366-4567 (651) 366-4568
Part VIII	Page 53	Miscellaneous Materials Sections 1thru 3 Section 4 Test Results	 Steve Grover Todd Niemann Barry Glassman Laboratory	 (651) 366-5540 (651) 366-4567 (651) 366-4568 (651) 366-5560
Part IX	Page 53	Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete Sections 1 thru 11, & 13 Section 12 Section 14 Test Results	 Steve Grover Rich Lamb Randy Tilseth Laboratory	 (651) 366-5540 (651) 366-5595 (651) 366-5451 (651) 366-5560
Part X	Page 59	Brick, Stone and Masonry Units/Modular Retaining Wall Blocks Sections 1, 2A,3, & 4 Section 2B Test Results	 Steve Grover Blake Nelson Laboratory	 (651) 366-5540 (651) 366-5599 (651) 366-5561
Part XI	Page 60	Electrical & Signal Sections 1, 8-11 Section 2, 4- 7 Section 3 Test Results	 Susan Zarling Steve Grover Wendy Garr Laboratory	 (651) 234-7052 (651) 366-5540 (651) 366-5423 (651) 366-5560

Form Index

Grading and Base	
Form No.	**Form Name**
02115-03	Grading & Base Report
02154-02	Random Sampling Gradations
2170-02	Penetration Index Method - Aggregate Base & Edge Drains
02402-03	Work Sheet for Sieve Analysis of Granular Material
02463	Percent Crushing Report
24346-02	Certificate of Aggregates & Granular Materials
24587-01	Calculation for Moisture - Density Relationships in Subgrade Soils and Aggregate Base and Shoulders
Concrete	
Form No.	**Form Name**
2152	Concrete Batching Report
2162	Concrete Test Beam Data
2409	ID Card Concrete Test Cylinder
2448	Weekly Concrete Report
2449	Weekly Concrete Aggregate Report (QC/QA)
21412	Weekly Report of "Low Slump Concrete"
21763	Concrete Aggregate Worksheet
21764	Concrete Aggregate Worksheet JMF
24143	Weekly Certified Ready-Mix Plant Report (Verification)
24300	ID Card Cement Samples
24308	ID Card Fly Ash Samples
24327	Field Core Report
	Concrete W/C Ratio Calculation Worksheet
	Incentive/Disincentive Smoothness Worksheet
Bituminous	
Form No.	**Form Name**
2413	Asphalt Sample Identification Card
Miscellaneous	
Form No.	**Form Name**
2410	Sample ID Card
02415	Inspection Report on..... (May be used for documentation or use another method to capture required documentation)
2403	Inspection Report for Small Quantities (May be used for documentation or use another method to capture required documentation)
	Certification Form for Type of Fence used, see on right side of page, www.dot.state.mn.us/materials/lab.html

I. Grading and Base Construction Items 2005 and 2011 Spec Book (www.dot.state.mn.us/materials/gradingandbase.html)

Pay Item Number	Material	Spec. No.	Minimum Contractor Quality Control Testing Rate	Minimum Agency Verification (Acceptance) Testing Rate (see note 1)	Minimum Field Sample Size	Minimum Companion (Lab) Sample Rate & Size (See Note 2)	Form No. (See Note 4)
(a) 2118 (b) 2211 (c) 2221	**1. Gradation** (a) Aggregate Surfacing (b) Aggregate Base (c) Aggregate Shoulders	3138 & Special Provisions	Production: 1/1,000 ton Placement: 1/5,000 ton	**Random Sampling** **a)** For less than 2,200 yd^3 (CV) use Individual **Tests** 1 test /550 yd^3 **b)** For more than 2,200 yd^3 (CV) use lots. Maximum lot size is 5,500 yd^3 (CV) Average 4 tests/Lot	60 lb	1 per source 30 lb	02115-03, 02154-02, & 24346-02
(d) 2105	(d) Stabilizing Aggregate	3149 & Special Provisions					
(e) 2211	(e) Open Graded Aggregate Base (OGAB)	Special Provisions	4 per source before placing on project	1/550 yd^3 (CV)		1 per source 30 lb	02115-03, 24346-02, & 02402-03
(f) 2105	(f) Granular Borrow Select Granular Borrow	3149 & Special Provisions	1/10,000 yd^3 (CV) (See Note 2)	1/20,000 yd^3 (CV) (See Note 2)		1 per source 30 lb (Salvage Bit. See Note 3)	
(g) 2331	(g) Full Depth Reclamation (FDR)	Special Provisions	1/6,000 yd^2	1/12,000 yd^2	None	None	02115-03 & 02402-03
(h) 2511	(h) Granular Filter	3601 & Special Provisions	1 per source before placing on project	1 per source (See Note 2)	300 lb	1 per source 150 lb	02115-03, 24346-02, & 02402-03

I. Grading and Base Construction Items (cont.)

Pay Item Number	Material	Spec. No.	Minimum Contractor Quality Control Testing Rate	Minimum Agency Verification (Acceptance) Testing Rate (See Note 1)	Minimum Field Sample Size	Minimum Companion (Lab) Sample Rate & Size (See Note 2)	Form No. (See Note 4)
(i) 2451 (j) 2451 (k) 2451 (l) 2451	(Continued) **1. Gradation** (i) Granular Backfill (j) Aggregate Backfill (k) Granular Bedding (l) Aggregate Bedding	3149 & Special Provisions	2 per source before placing on project	1 per source (See Note 2)	60 lb	1 per source 30 lb (Salvage Bit. See Note 3)	02115-03, 24346-02, & 02402-03
(m) 2451 (n) 2502 (o) 2206	(m) Coarse Filter Aggregate (n) Fine Filter Aggregate (o) Sand Cover	3149 & Special Provisions				1 per source 30 lb	
(a) 2211 (b) 2221	**2. Moisture – Density Test** (*Required for Specified Density*) (Proctor) (a) Aggregate Base (b) Aggregate Shoulder	2211, 2221, & Special Provisions	**2005 Spec Book**: Contractor is encouraged to perform tests **2011 Spec Book**: 1 per source	**2005 Spec Book**: 1/25,000 yd^3 (per source) **2011 Spec Book**: none	50 lb	One sample minimum 25 lb	24587-01
(c) 2105	(c) Embankment Soil (Excavation & Borrow)	2105	**2005 Spec Book**: Contractor is encouraged to perform tests **2011 Spec Book**: 1 major soil type - See Note 6	**2005 Spec Book**: 1 per major soil type – See Note 6 **2011 Spec Book**: none		Two samples minimum 25 lb	
(a) 2211 (b) 2221	**3. Relative Density Test** (*Required for Specified Density*) (a) Aggregate Base (b) Aggregate Shoulder	2211 & Special Provisions	**Contractor is encouraged to perform tests for process control.**	1/1,000 yd^3 (CV)	None	None	02115-03 & 02140-03
(c) 2105	(c) Embankment Soil (Excavation & Borrow)	2105 & Special Provisions		1/4,000 yd^3 (CV)			

I. Grading and Base Construction Items (cont.)

Pay Item Number	Material	Spec. No.	Minimum Contractor Quality Control Testing Rate	Minimum Agency Quality Verification (Acceptance) Rate (See Note 1)	Minimum Field Sample Size	Minimum Companion (Lab) Sample Rate & Size (See Note 2)	Form No. (See Note 4)
(a) 2211 (b) 2221	**4. Penetration Index Method (DCP)** (a) Aggregate Base (b) Aggregate Shoulder	2211, 2221, & Special Provisions	**Contractor is encouraged to perform tests for process control.**	1 DCP test/500 yd^3 (CV)	None	None	02115-03 & 02170-02
(c) 2331	(c) Full Depth Reclamation (FDR)	2331 & Special Provisions		1 DCP test/3,000 yd^2			
(d) 2502	(d) Fine Filter Aggregate (Edge Drains)			See Special Provisions			
(a) 2211 (b) 2221	**5. Modified Penetration Index Method (DCP)** (Special Provisions) (a) Aggregate Base (b) Aggregate Shoulder	2211 2221	**Contractor is encouraged to perform tests for process control.**	1 DCP test/500 yd^3 (CV)			02115-03 & Special Provisions
(c) 2105	(c) Granular Borrow Select Granular Borrow	2105, 3149, & Special Provisions		1 DCP test/2,000 yd^3 (CV)			
(a) 2211 (b) 2221	**6. Relative Moisture** *(Required for Specified Density)* (a) Aggregate Base (b) Aggregate Shoulder	2211, 2221, & Special Provisions	**2005 Spec Book**: Contractor is encouraged to perform tests **2011 Spec Book**: 1/1,000 yd^3	**2005 Spec Book**: 1 per 1/1,000 yd^3 or 10 tests whichever is less **2011 Spec Book**: none			02115-03 & 21850-02
(c) 2105	(c) Embankment Soil (Excavation & Borrow)	2105 & Special Provisions	**2005 Spec Book**: Contractor is encouraged to perform tests **2011 Spec Book**: 1/10,000 yd^3	**2005 Spec Book**: 1 per 1/10,000 yd^3 **2011 Spec Book**: none			

I. Grading and Base Construction Items (cont.)

Pay Item Number	Material	Spec. No.	Minimum Contractor Quality Control Testing Rate	Minimum Agency Verification (Acceptance)Testing Rate (See Note 1)	Minimum Field Sample Size	Minimum Companion (Lab) Sample Rate & Size (See Note 2)	Form No. (See Note 4)
(a) 2211 (b) 2221	**7. Moisture Content**, (Dry Weight) (Required for Quality Compaction, Penetration Index Method, & Modified Penetration Method) (a) Aggregate Base (b) Aggregate Shoulder	2211, 2221, & Special Provisions	**2005 Spec Book**: Contractor is encouraged to perform tests **2011 Spec Book**: 1/1,000 yd^3	**2005 Spec Book**: 1 per 1/1,000 yd^3 or 10 tests whichever is less **2011 Spec Book**: none	None	None	02115-03 & 21850-02
(a) 2105 2118 2211 2221	**8. Percent Crushing** (a) Belt Samples	3138, 3149, & Special Provisions	One Per Day	None			02463 & 24346-02
(b) 2105 2118 2211 2221	(b) Particle Count			One Per Source (See Note 7)			
2105 2118 2206 2211 2221 2451 2502	**9. Aggregate** (Quality Tests)	3138, 3149, & Special Provisions	1/source (See Note 5)	None		1 per source 30 lb (See Note 3)	None

I. Grading and Base Construction Items (cont.)

General Note: Sampling and Testing Procedures are found in the Grading and Base Manual in Section 5-692.200.

Note 1: Samples are not required for 500 ton or less. Report small quantities on form 02415 or 2403.

Note 2:

- **a)** Laboratory samples are not required for 1,000 tons or less.
- **b)** Include the laboratory companion with the first field sample..
- **c)** Include the field sample results with the laboratory sample.
- **d)** Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.

Note 3: Carbonate aggregate materials require 50 lbs for the lab.

Note 4: Forms are available on the Grading & Base website at: http://www.dot.state.mn.us/materials/gradingandbase.html

Note 5: The Contractor may use the Ignition Oven (Mn/DOT Lab. Manual Method 1853) to determine bitumen content.

Note 6: Major soil types are defined in the Triaxial Chart located in the Grading and Base Manual.

II. Bituminous Construction Items for Specification 2360 (Note #1)
(All bituminous mixtures are from Certified Plants) (www.dot.state.mn.us/materialsbituminous.html)

DEFINITIONS

SAMPLE TYPE	DESCRIPTION	SAMPLE LOCATION DETERMINED BY	SAMPLE TAKEN BY	SAMPLE TESTED BY
QC	Quality Control Testing performed by Contractor. Also known as Process Control Testing.	Contractor	Contractor	Contractor
QA	Quality Assurance Testing performed by the Agency. This test is performed on a companion sample to the Contractor's QC sample.	Contractor Contractor (mixture) Agency (density cores)	Contractor	Agency
Verification	A sample to assure compliance of the Contractor's Quality Control program. The results shall be included as part of the QA Testing Program.	Agency	Agency	Agency
Verification Companion	A companion sample to the Agency's Verification sample provided to the Contractor. The Contractor is required to test this sample. The results shall be used as part of the QC program.	Agency	Agency	Contractor
IAST	The Independent Assurance Sampling and Testing assures testers are sampling and testing properly and that equipment is calibrated correctly.	Agency	Contractor or Agency	Contractor or Agency

A. Pre-Production Sampling and Testing for Specification 2360

SAMPLE SIZE: 35 kg (80 lb.) - plus #4 aggregate sample for quality testing and Percent Crushing
15 kg (35 lb.) - minus #4 aggregate for quality testing
35 kg (80 lb.) -- RAP for Quality Testing
5 kg (10 lb.) – RAS (Shingles) for Gradation and Quality Testing
33 kg (75 lb.) - bituminous mixture plus 2 Gyratory specimens for volumetric testing
35 kg (80lb.) - bituminous mixture for TSR testing (option A)
8 kg (18 lb.) - bituminous mixture for TSR testing plus 6 Gyratory specimens (option B)
1 kg (2 lb.) - for mineral filler.

1. Bituminous Mix Design (QC/QA)

QC Testing
REMARKS: Mix Design for Spec. 2360 is Contractor's responsibility with review by Mn/DOT.

QA Testing
For Gyratory Design, Option 1- Laboratory Mix Design: In addition to reviewing the Trial Mix data (JMF), test Contractor's two Gyratory specimens and uncompacted mixture (specimens and mixture submitted at optimum asphalt content). Also, evaluate TSR per 2360.2E5a(3). For option 2, Modified Mix Design, review Trial Mix data only.

For Gyratory Design Option 2, Modified Mix Design, review Trial Mix data only.

II. Bituminous Construction for Specification 2360 (Part A, cont.)

2. Aggregate Quality Testing (QA Only)

QA Testing
Contractor shall provide 24 hour notice of intent to sample aggregates for quality testing. Agency has the option to monitor sampling.

Contractor submits to the Bituminous Engineer or the District Materials Engineer one (1) sample of each non-asphaltic aggregate type or class per source per year. Contractor shall also submit the asphaltic aggregate material when the mixture contains RAP or RAS. Quality testing will be performed as directed by the Bituminous Engineer or the District Materials Engineer. When aggregate qualities approach specification limits or when material variation is observed, take additional field samples.
Contractor shall provide documentation that of all RAS /TOSS (Tear Off Shingle) material is from a MPCA certified supplier.

3. Mineral Filler (QA Only)

QA Testing
One (1) per shipment of 45 metric tons (50 tons) or less, unless previously inspected.

4. Additives (QA Only)

QA Testing
1 L (1 qt.) of blended asphalt binder and additive. Sample first shipment of each type of material, then submit one sample per 1,000 m^3 (250,000 gal.) (approximately 1,000 ton).

B. BITUMINOUS PRODUCTION for Specification 2360

SAMPLE SIZE: 15 kg (35 lb.) for Aggregate for Gradation (QC/QA)
35 kg (75 lb.) for each plus #4 Aggregate Type for Quality Testing
15 kg (35 lb.) for each minus #4 Aggregate Type for Quality Testing
35 kg (75 lb.) for each RAP material for Quality Testing
5 kg (10 lb.) RAS (Shingles) for Processed Gradation and Quality Testing
30 kg (65 lb.) for Mixture Properties (QC/QA) 3 full 6" by 12" cylinder molds for QA (Gyratory mixes)
40 kg (90 lb.) for TSR (QC/QA) 4 full 6" by 12" cylinder molds for QA
40 kg (90 lb.) for Aggregate Specific Gravity (QC/QA)
1 L (1 qt) for Asphalt Binder (QA)
2 L (½ gal) for Asphalt Emulsion (QA)

1. Plant Mix Aggregate Gradation Testing (QC/QA, Verification*)
QC Testing
1 per 450 metric tons (500 tons) at start of production, for the first 1,800 metric tons (2,000 tons) of mixture produced, then 1 per 900 metric tons (1,000 tons) or portion thereof per mix blend as required by 2360. 2G6
Companion samples taken for agency.
REMARKS: See Note #2, Note #3, & Note #5.
QA Testing
Companions to QC samples set aside for 10 calendar days & tested as needed. The Agency representative observes QC testing as needed.

2. Aggregate Percent Crushing (QC/QA, Verification*)
QC Testing
Testing rates as required by 2360.2G6 CAA, 2360.2G6 FAA. Two tests per day (CAA, FAA) for first two days. If CAA results exceed the specification minimum by 8% of the requirement; sample daily, test minimum one per week. If FAA results exceed the specification minimum by 5% of the requirement; sample daily, test minimum one per week.
REMARKS: See Note #2, Note #3, & Note #4
QA Testing
Companions to QC samples set-aside for 10 calendar days and tested as needed. The Agency representative observes QC testing as needed.

3. Aggregate Quality Testing (QA Only)
QA Testing
When aggregate qualities approach specification limits or when material variation is observed, take additional field samples as requested by Project Engineer.
When material variation is observed in RAP or RAS take additional field samples as requested by Project Engineer.

II. Bituminous Construction for Specification 2360

B. Bituminous Production for Specification 2360 (cont.)

4. Asphalt Binder Content, % (QC/QA, Verification)

QC Testing

1 per 450 metric tons (500 tons) per mix blend for first 1,800 metric tons (2,000 tons) of mixture produced. Then 1 per 900 metric tons (1000 tons) or portion thereof per mix blend as required by 2360.2G6

REMARKS: See Note #5.

(a) Meter Method (Virgin only)..... Mn/DOT Bituminous Manual
(b) Incinerator Oven..... Mn/DOT Lab Manual Method 1853
(c) Chemical Extraction..... Mn/DOT Lab Manual Method 1851 or 1852
(d) Spot Check (Virgin only)..... Mn/DOT Bituminous Manual 5-693.848

REMARKS: The verification companion sample must use Method (b) or (c) only. When more than one Mn/DOT approved test procedure is available, the Contractor shall select one method at the beginning of the project (when material is submitted for Trial Mix Review) and use that method for the entire project. The Contractor and Engineer may agree to change test procedures during the construction of the Project.
REMARKS: See Note #2 & Note #3. If a member of a monitoring team observes the Contractor test, note and sign under remarks.
REMARKS: A computer file of the plant's control settings is required every 20 minutes for verifying the % add AC

QA Testing Companions to QC samples set aside for 10 calendar & tested as needed. The Agency representative observes QC testing as needed. The Agency will review the computer files of the plant's control settings.

5. Mixture Properties (QC/QA, Verification*)

Maximum Specific Gravity, Gyratory Bulk Specific Gravity - 2 Specimen Average, air voids, Adjusted Asphalt Film Thickness (AFT), asphalt binder content, gradation, and AC/Total AC ratio.
REMARKS: See Note #7 Asphalt Film Thickness (AFT)

QC Testing

1 per 450 metric tons (500 tons) per mix blend, at the start of production, for first 1,800 metric tons (2,000 tons) of mixture produced. Determine planned tonnage for each mixture to be produced during the production day. Divide the planned production by 1,000; round up to the next higher whole number. This number will be the number of production tests required for that mixture.
Verification Companion testing from Agency split sample is required to be performed and shall be used as a QC sample once per day.

REMARKS: See Note #2, Note #3, & Note #9.

QA Testing

Companion samples to QC samples set aside for 10 calendar days and tested as needed. The agency representative shall review QC operations on a daily basis. Review shall include but is not limited to monitoring QC summary sheets and comparing allowable tolerances for verification sample/verification companion sample test results. The Agency representative shall observe either 1 QC test per week (during production) or 1 QC test per 10,000 tons, whichever results in more frequent observations.

*Verification Testing

Verification Companion testing from Agency split sample is required to be performed and shall be used as a QC sample once per day. The verification companion shall also be tested for CAA and FAA at a rate of 1 test per week, if the CAA and FAA exceed the requirements by 8% and 5% respectively, otherwise test daily.

An Agency representative will take 1 verification sample per mixture blend per day for Mn/DOT laboratory testing. A verification companion sample will be given to contractor for QC testing.

II. Bituminous Construction for Specification 2360

B. Bituminous Production for Specification 2360 (cont.)

6. Core Density and Thickness

QC Testing

Production/lot testing rate requirements.

Daily Production Metric Ton	English (ton)	Lots
270* – 545	(300* – 600)	1
546 – 910	(601 – 1000)	2
911 – 1455	(1001 – 1600)	3
1456 – 2359	(1601 – 2600)	4
2360 – 4173	(2601 – 4600)	5
4174+	(4601 +)	#

Add 1 lot/every 900 tons over 4601 tons (4174 metric tons)

*When mix production is less that 270 metric tons (300 tons), establish 1st lot when accumulative tonnage exceeds 270 metric tons (300 tons).

Core locations determined and marked by Agency. Companion cores are required for each Contractor density core. The Contractor shall schedule the approximate time of testing during normal project work hours so that the Agency may observe and record the saturated surface dry and immersed weight of the cores.

REMARKS: Sawing of cores into separate lifts is required. Contractor is required to have a saw capable of separating the core lifts without damaging the material. See Note #8 for Longitudinal joint density cores.

QA Testing

Core locations determined and marked by Agency. Agency representative observes all Contractor coring, measuring, sawing and testing, and takes possession of Agency cores after sawing. Agency cores shall be transported and tested at the Laboratory (Agency field or District/Division) as soon as possible to prevent damage due to improper handling or exposure to heat. A completed coring log shall be submitted to the Laboratory (Agency field or District/Division).

Remarks: See Note #6, Note #8, and Note #9

7. Aggregate Specific Gravity (QC/QA)

QC Sampling: Sampled and tested by Contractor, if requested by District Materials Engineer.

QA Testing: Companion sample to QC sample shall be submitted to the District Materials Lab and tested as needed.

8. Tensile Strength Ratio (T.S.R.) (QC/QA)

QC Sampling

Sample as directed by the Engineer. If the Engineer requires the samples to be tested, both the Contractor and the Department will be required to test these samples within 72 hours after they are sampled.

QA Testing

When QC sampling is required, the companion sample to QC sample shall be submitted to the District/Division Materials Lab and tested as needed.

II. Bituminous Construction Items for Specification 2360

B. Bituminous Production for Specification 2360 (cont.)

9. BITUMINOUS MATERIALS

Only Bituminous Materials from Certified Sources are allowed for use. The most current list of Certified Sources can at http://www.dot.state.mn.us/products

SAMPLE SIZE: 1 L (1 qt) for Asphalt Binder (QA)/Cutback Asphalt (QA) 2 L (½ gal) for Asphalt Emulsion (QA)

Pay Item No.	Material	Spec. No.	Quality Control (QC)	Quality Assurance (QA)	Form No.
2360	Asphalt Binder	3151.2A	QC testing is the responsibility of the bituminous material supplier. Random sampling is arranged by the Mn/DOT Chemical Laboratory.	State inspector observes contractor personnel taking sample. Sample first shipment of each grade of material at the start of a plant's production or after set-up of a portable plant. Thereafter, submit one sample per 1,000,000 liters (250,000 gal). Sample asphalt binder in clean one L (1 qt) steel container.	2413 Asphalt Sample Identification Card
2201 2355 2356 2357 2514	Asphalt Emulsion	3151.2C		Sample first shipment, then submit one sample per 200 m^3 ((50,000 gal.). Sample asphalt emulsion in clean two L (2 qt.) plastic container with wide screw top and send to Mn/DOT Chemical Lab within 7 days of sampling.	
2357 2358 2514	Cutback Asphalt	3151.2B		Cutback Asphalt should only be used in cold temperature applications with the Engineer's approval. Contact Bituminous Engineering Unit for cold temperature application guidelines. Pressure fit 1 L (1qt.) container for cutback asphalt.	

10. Moisture Content in Mixture (QC only)

QC Testing

Sampling and testing shall be conducted by the Contractor on a daily basis unless exempted by the Engineer and tested according to the procedures in the Laboratory Manual 1855. Moisture contents above 0.3% are not allowed.

Note #1 Projects with bituminous tonnage less than or equal to 272 metric tons (300 tons) per day may be accepted on a small quantity basis at the discretion of the Engineer. Retain Form 02415 or Form 2403 in Project File.

II. Bituminous Construction for Specification 2360

B. Bituminous Production for Specification 2360 (cont.)

Note #2 All QA test samples shall be from split samples.

If a member of the monitoring team observes the Contractor Test, note and sign under remarks.

The Project Engineer is responsible for:

1.) Reviewing control charts & Test summary sheets for accuracy and completeness,

2.) Checking sampling and testing procedures,

3.) Discussing QC problems with the Contractor,

4.) Obtaining Verification Samples,

5.) When additional testing is necessary, collect QA samples which have been acquired and retained by the Contractor and/or additional verification samples.

Note #3 For Mixture Quality Management, acceptance will be based on Contractor's test results as verified by Mn/DOT test results.

Note #4 Bituminous mixes composed entirely of Class A and/or Class B aggregates are not required to be tested for CAA (Coarse Aggregate Angularity).

Note #5 When the required sampling rate is one test per 500 tons, divide the bituminous mixture production planned for the day by 500, and round up to the next higher whole number; this will be the number of tests required for the day. When the required sampling rate is one test per 1000 tons, divide the bituminous mixture production planned for the day by 1000, and round up to the next higher whole number; this will be the number of tests required for the day. When the required sampling rate is one test per 2000 tons, divide the bituminous mixture production planned for the day by 2000, and round up to the next higher whole number; this will be the number of tests required for the day.

Note #6 The Department will select at least one of the two companion cores per lot to be tested for mat density. However, the Department may elect to test all companions to provide a direct verification of all individual and daily average test results. Agency representative observes all Contractor coring, sawing, measuring and testing, and takes possession of Mn/DOT cores after sawing. Agency cores shall be transported and tested at the Laboratory (Agency field or District/Division) as soon as possible to prevent damage due to improper handling or exposure to heat. A completed coring log shall be submitted to the Laboratory (Agency field or District/Division).

Note #7 Mn/DOT projects in the 2011 Construction season will require the calculated Adjusted Asphalt Film Thickness (AFT). VMA will still be calculated for informational purposes, but will not be used for acceptance criteria. The adjusted AFT shall be calculated each time a gradation test is required.

Note #8 When required, Longitudinal Joint (LJ) Density will be evaluated at random lots as determined by the engineer. Number of LJ lots for the day = number of lots calculated for mat density divided by .20 and rounding up to the next integer. Minimum of one LJ lot per day. For designated LJ lots the agency will test at least one of the mat density companion cores and at least one of the LJ companion cores.

Note #9 Random number generation and determination of random sample location shall be consistent with the Mn/DOT Bituminous Manual Section 5-693.7 Table A or Section 5 of ASTM D3665. The Engineer may approve alternate methods of random number generation.

III. Construction Items for the following Special Provisions

A. (2356) Bituminous Seal Coat, Otta Seal, and Micro Surfacing

B. (2213) Permeable Asphalt Stabilized Relief Course (PASSRC) and Permeable Asphalt Stabilized Base (PASB)

C. (2356) Ultra Thin Bonded Wearing Course (UTBWC)

D. (2357) Bituminous Tack Coat

DEFINITIONS				
Sample Type	**Description**	**Sample Location Determined By**	**Sample Taken By**	**Sample Tested By**
	Definitions from 23 CFR 637.203			
QA Quality Assurance	All those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality			
QC Quality Control	All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.	Contractor	Contractor	Contractor
Verification sampling and testing	Sampling and testing performed to validate the quality of the product.	Agency	Agency	Agency
	Mn/DOT Definition			
IAST	The Independent Assurance Sampling and Testing assures testers are sampling and testing properly and that equipment is calibrated correctly.	Agency	Contractor or Agency	Contractor or Agency

Should unique circumstances arise on a project which makes the quantities or rates of testing materials impractical, they may be revised prior to performing the work by contacting the Pavement Management Unit and obtaining their approval. The testing rates shown are only minimums.

III. Construction Items for Special Provisions (cont.)

A. (2356) Bituminous Seal Coat, Otta Seal, and Micro Surfacing

D. (2357) Bituminous Tack Coat (cont.)

SAMPLE SIZE:	**Mix Design: 150 lbs.**				
Pay Item No.	**Test Type**	**Spec. No.**	**Quality Control (QC)**	**Quality Assurance (QA)**	**Form No.**
2356	Seal Coat Mix Design	2356	One per source	Verify all QC results and review mix design.	
	Gradation and Aggregate Qualities		Average gradation during production. % Shale Static Stripping Test Flakiness Index Los Angeles Rattler Aggregate design application rate. Bit. Material design application rate Loose unit mass (weight) of the aggregate Bulk specific gravity of the aggregate		
2356 Bit Seal Coat & Otta Seal	Seal Coat Aggregate	2356			
	Stockpile Production Gradation		Test for gradation. One per day, or one per 1360t (1500 tons), whichever is greater. If a temporary stockpile is used, test at this location.	Test for gradation. One per day, or one per 1360t (1500 tons), whichever is greater. If a temporary stockpile is used, test at this location.	
	Construction		Sample for gradation. One per day. Test if required by the Engineer. All samples shall be taken from chip spreader hopper.	Sample for gradation. One per day. Test if required by the Engineer. All samples shall be taken from chip spreader hopper.	
2356 Bit Seal Coat & Otta Seal 2357	Seal Coat Emulsion		Use a certified asphalt emulsion source.	Sample first shipment, then submit one sample per 200 m^3 (50,000 gal.). Sample asphalt emulsion in plastic container with wide screw top and immediately send to Mn/DOT Chemical Lab.	2413 Asphalt Sample ID Card
	Application rate		Verify the application rate daily by dividing the volume used by the area covered.		
	Fog Seal Emulsion		Use a certified asphalt emulsion source.	One sample to test fog seal for dilution rate. Sample asphalt emulsion in plastic container with wide screw top and immediately send to Mn/DOT Chemical Lab.	2413 Asphalt Sample ID Card
	Application rate		Verify the application rate daily by dividing the volume used by the area covered		

III. Seal Coat Construction Items for Special Provisions (cont.)

B. (2213) Permeable Asphalt Stabilized Stress Relief Course (PASSRC) and Permeable Asphalt Stabilized Base (PASB)

Pay Item No.	Test Type	Spec. No.	Quality Control (QC)	Quality Assurance (QA)	Form No.
2213 PASSRC & PASB	Mix Design	2356 3139 3151	Submit 80 lbs of coarse and 30 lbs of fine aggregates for each JMF blend. Submit 4 qts of required binder from a certified Supplier	Verify aggregate qualities and perform a mix design.	
2213 PASSRC & PASB	Production Mix	2356	Sample 35 lbs (15 kg) of blended aggregate from the belt. Test for gradation and CAA. Sample and test one per 500 ton (450 tonne) at the start of production for the first 2000 ton(1800 tonne). Then test one per day or one per 1000 ton (907 tonne), whichever is greater.	Verify gradation and CAA, once per day.	
	Asphalt Binder	3151	Asphalt spot check (min 1 per day) Sample first load. Submit sample in 1 qt (l L) can. QC testing is the responsibility of the Material supplier.	Inspector observes contractor taking sample.	

C. (2356) Seal Coat - Micro-surfacing, Ultra Thin Bonded Wearing Course

Pay Item No.	Test Type	Spec. No.	Quality Control (QC)	Quality Assurance (QA)	Form No.
2356 UTBWC	Mix design	2356 3139 3151	Contractor create mix design and submit to Agency for review Submit 80 lbs of coarse and 30 lbs of fine aggregates for each JMF blend	Verify all QC results and review mix design.	
2356 UTBWC	Production mix	2356	Sample 55 lbs (25 kg) of mix from truck every 300 tons (270 tonne). Test for % AC, gradation, max gravity and adj AFT	Verify % AC, gradation , max gravity and adj AFT. Min once per day	
	Asphalt Binder	3151	Sample first shipment, then submit one sample per 250,000 gal. (1,000,000 liters). Submit sample in 1 qt (l L) can.	Inspector observes contractor taking sample.	
	Polymer Modified Emulsion Membrane	3151	Sample first shipment, then one per 50,000 gal (200,000 liters). Submit sample in ½ gal (2 L) wide screw top container.	Inspector observes contractor taking sample.	

III. Seal Coat Construction Items for Special Provisions (cont.)

C. (2356) Seal Coat - Micro-surfacing, Ultra Thin Bonded Wearing Course

SAMPLE SIZE: Mix Design: 150 lbs.					
Pay Item No.	**Test Type**	**Spec. No.**	**Quality Control (QC)**	**Verification**	**Form No.**
2356 Micro Surfacing	Mix Design	2356	One per source	Verify all QC results and review mix design.	
	Gradation and Aggregate Qualities		Average gradation during production. Sand Equivalent Abrasion Resistance Soundness		
	Asphalt Emulsion	3151	Certified asphalt emulsion source		
			Residue after Distillation Softening Point Penetration at 25C (77F) Absolute Viscosity at 60C (140F)		
	Mix Design		Wet Stripping Wet Track Abrasion Loss - one hour soak - six day soak Saturated Abrasion Compatibility Mix Time at 25C (77F) Mix Time at 37.4C (100F)	Review test results submitted in the mix design format required in the special provision.	
2356 Micro surfacing	Aggregate				
	Stockpile Production		Test for gradation. One per day, or one per 1360t (1500 tons), whichever is greater. If a temporary stockpile is used, test at this location.		
	Construction		Sample for gradation, sand equivalence and moisture content. One per 435.6 metric tons (500tons), minimum of one per day.	Test for gradation. One per 1360t (1500 tons), If a temporary stockpile is used, test at this location. Determine moisture content. One per day	

III. Seal Coat Construction Items for Special Provisions (cont.)

C. (2356) Seal Coat - Micro-surfacing, Ultra Thin Bonded Wearing Course

Pay Item No.	Test Type	Spec. No.	Quality Control (QC)	Verification	Form No.
2213 2356 Mirco surfacing	Emulsion		Use a Certified asphalt emulsion source.	Sample first shipment, then submit one sample per 200 m^3 (50,000 gal.). Sample asphalt emulsion in plastic container with wide screw top and immediately send to Mn/DOT Chemical Lab.	2413 Asphalt Sample ID Card
	Quantity		Verify the quantity using equipment counter readings.		
	Fog Seal (when required)		Use a certified asphalt emulsion source.	One sample to test fog seal for dilution rate. Sample asphalt emulsion in plastic container with wide screw top and immediately send to Mn/DOT Chemical Lab.	2413 Asphalt Sample ID Card
	Application rate		Verify the application rate daily by dividing the volume used by the area covered.		

IV. Concrete Construction Items (www.dot.state.mn.us/materials/concrete.html)

The testing rates shown in this Schedule of Materials Control are minimums. All samples shall be taken in a random manner using an appropriate number generator. Take as many tests as necessary to ensure quality concrete.

If concrete quantities on the entire project total < 100 m^3 (yd^3), Form 02415 or Form 2403 Inspection Report for Small Quantities may be used in lieu of the Weekly Concrete Report.

It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete (i.e. 3Y33, 3Y36, 3Y46, 3A21).

If any field test fails, reject the concrete or if the Producer makes adjustments to the load to meet requirements, record the adjustments on the Certificate of Compliance and the Weekly Concrete Report. Retest the load and record the adjusted test results. Make sure the next load is tested before it gets into the work.

If batching adjustments are made at the plant, test the adjusted load, before it gets into the work. Continue to test the concrete when test results are inconsistent or marginal.

The first load of concrete for any pour must have passing air content and slump results, prior to placing.

Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, either the Mn/DOT Standard Specifications for Construction or the Schedule of Price Reductions for Concrete address penalties.

It is recommended that the Agency representative continually monitor the progress of all concrete pours in the field and review Certificates of Compliances. It is not a recommended practice to only perform minimum testing requirements and leave the pour.

Should circumstances arise on a project which makes the testing rate impractical, contact the Concrete Engineering Unit.

DEFINITIONS				
	Description	**Sample Location Determined By**	**Sample Taken By**	**Sample Tested By**
QC	Quality Control Testing performed by Contractor. Also known as Process Control Testing.	Contractor	Contractor	Contractor
QA	Quality Assurance Testing performed by the Agency. This test is performed on a companion sample to the Contractor's QC sample.	Contractor	Contractor	Agency
Verification	A sample to assure compliance of the Contractor's Quality Control program. The results shall be included as part of the QA Testing Program.	Agency	Agency	Agency
Verification Companion	A companion sample to the Agency's Verification sample provided to the Contractor. The Contractor is required to test this sample. The results shall be used as part of the QC program.	Agency	Agency	Contractor
IAST	The Independent Assurance Sampling and Testing assures testers are sampling and testing properly and that equipment is calibrated correctly.	Agency	Contractor or Agency	Contractor or Agency

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Plant Batching Materials

Remarks:

(1) All materials must come from certified or qualified sources. All certified sources must state so on the delivery invoice.
(2) The most current list of certified/approved sources can be found at www.dot.state.mn.us/products.

Sample Sizes:
Cementitious: 2 kg (5 lb)
Admixture: 0.25 L (1/2 pt) Producer obtains samples from dispensing tubes. Store samples in plastic container.
Water: 3.5 L (1 gal) Store sample in a clean glass or plastic container.

Pay Item No.	Material	Spec. No.	Minimum Required Sampling Rate for Laboratory Testing	Form No.
2301 2302 2401 2405 2411 2412 2422 2452 2461 2506 2511 2514 2519 2521 2531 2533 2545 2550 2554 2557 2564 2565	Portland Cement Slag Blended Cement	3101 3102 3103	1 sample per project or 1 every 3 months, whichever is less. The Producer obtains and stores the sample in a sealed container provided by the Agency, and includes the supplier's delivery invoice from which the sample is obtained. Take additional samples as Concrete Engineer directs.	24300 ID Card Cement Samples
	Fly Ash	3115		24308 ID Card Fly Ash Samples
	Admixtures (Accelerating, Retarding, Water-Reducing, Air-Entraining, etc.)	3113	For Concrete Paving: 1 sample of each shipment For Other Concrete: 1 sample per project or 1 every 3 months, whichever is less. The Producer obtains and stores the sample in a sealed container provided by the Agency.	2410 Sample ID Card
	Water	3906	1 sample from any questionable source	2410 Sample ID Card
2301	Alkali Silica Reactivity (ASR) Testing	2301	1 per paving project per sand source Write "Project Specific ASR Testing" on 2410 Sample ID card for the first sand quality and cementitious samples submitted.	

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Certified Ready-Mix - Concrete Plant Production

Remarks:

(1) Mix design is provided by Mn/DOT unless otherwise specified in the Contract.
(2) All gradation and quality tests require companion samples. Samples taken at location identified on Contact Report located at plant.
(3) Perform Quality testing as directed by the Concrete Engineer.

Minimum Sample Sizes:

Gradation Test:		**Moisture Test:**		**Quality Sample Size for Lab Submittal:**	
+19 mm (3/4" Plus)	10 (25 lb.)	Coarse Aggregate	2000 g (4.4 lb.)	+19 mm (3/4" Plus)	25 kg (50 lb.)
–19 mm (3/4" Minus)	5 kg (10 lb.)	Fine Aggregate	500 g (1.1 lb.)	–19 mm (3/4" Minus)	15 kg (30 lb.)
CA-70, CA-80	2.5 kg (5 lb.)			Fine Aggregate	15 kg (30 lb.)
Sand	500 g (1.1 lb.)				

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing	Agency Testing	Form No.
2302 2401 2405 2411 2412 2422 2452 2461 2506 2511 2514 2519 2521 2531 2533 2545 2550 2554 2557 2564 2565	Gradation Testing (QC/QA) (5-694.145 and 5-694.148)	2461 3126 3137	When over 20 m^3 (yd^3) of Agency concrete produced per day: **Coarse:** 1 per 100 m^3 (yd^3) **Fine:** 1 per 200 m^3 (yd^3) Passing aggregate gradations are required prior to the start of concrete production each day. Performing testing on representative material at the end of the most recent day of production is allowed. Washing the fine aggregate gradation (QC) sample is not required when the result on the -75µm (#200) sieve of the unwashed sample is less than 1.0%, Hold QA (QC companion) samples until they are picked up by the Agency monitor. Discard after 14 calendar days if not picked up.	None	21763 Concrete Aggregate Worksheet (QC/QA) 2449 Weekly Concrete Aggregate Report

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Certified Ready-Mix - Concrete Plant Production (cont.)

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing	Agency Testing	Form No.
2302 2401 2405 2411 2412 2422 2452 2461 2506 2511 2514 2519 2521 2531 2533 2545 2550 2554 2557 2564 2565	Gradation Testing (Verification/ Verification Companion) (5-694.145 and 5-694.148)	2461 3126 3137	Test the Verification Companion sample. Complete on the day the sample was taken. Wash all fine aggregate Verification Companion samples.	**Coarse and Fine:** 1 per day or 1 per 1000 m^3 (yd^3) whichever results in the lowest sampling rate. - 2 Verification samples per week when Agency production is 3 or more days per week. When ≤ 20 m^3 (yd^3) of Agency concrete is produced **per week,** Verification samples are not required. Identify verification samples with a "V" on the Sample ID Card and the verification companion sample. Include verification companion results.	2449 Weekly Concrete Aggregate Report 24143 Weekly Certified Ready-Mix Plant Report (Verification)
	Quality Testing including Coarse Aggregate Testing on -75µm (#200) (5-694.146)	3126 3137	Test at Contractor's Discretion	1 test each fraction per month Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.	2410 Sample ID Card
	Aggregate Moisture Testing (QC) (5-694.142)	2461	**When over 20 m^3 (yd^3) of Agency concrete produced per day:** **Coarse and Fine:** 1 per 200 m^3 (yd^3) or completed every 4 hours, whichever results in the highest sampling rate. - Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. - If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed. In this event, the four-hour rate will commence with the first pour of the day, regardless if it is placed in Agency or private work.	None	2152 Concrete Batching Report

Concrete Pavement - Concrete Plant Production

Remarks:

(1) Mix Design is Contractor's responsibility with review by Mn/DOT unless otherwise specified in the Contract.

(2) When incentives apply according to 2301:

a) Contractor QC Technician and Agency Plant Monitor are required to be present during the entire pour.

b) A certified ready-mix plant shall be **dedicated (provides concrete only to the concrete paving project)**.

(3) All gradation samples shall be taken in the presence of the Agency, unless otherwise authorized by the Engineer. All gradation and quality tests require companion samples

(4) Perform Quality testing as directed by the Concrete Engineer.

Minimum Sample Sizes:

Gradation Test:		**Moisture Test:**		**Quality Sample Size for Lab Submittal:**	
+19 mm (3/4" Plus)	10 (25 lb.)	Coarse Aggregate	2000 g (4.4 lb.)	+19 mm (3/4" Plus)	25 kg (50 lb.)
–19 mm (3/4" Minus)	5 kg (10 lb.)	Fine Aggregate	500 g (1.1 lb.)	–19 mm (3/4" Minus)	15 kg (30 lb.)
CA-70, CA-80	2.5 kg (5 lb.)			Fine Aggregate	15 kg (30 lb.)
Sand	**500 g (1.1 lb.)**				

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing		Agency Testing	Form No.
2301	Gradation Testing (QC/QA) (5-694.145 and 5-694.148)	3126 3137	**For a concrete paving batch plant:** **When over 200 m^3 (250 yd^3) is produced per day:** 1 per 750 m^3 (1000 yd^3) or completed 1 per ½ day, whichever results in the highest sampling rate.	**For a certified ready-mix plant:** **When over 20 m^3 (yd^3) is produced per day:** 1 per 175 m^3 (250 yd^3) or completed every 4 hours, whichever results in the highest sampling rate.	Test the first 4 QA samples of production each time the Contractor mobilizes the plant or changes aggregate sources. 1 per day on randomly selected samples thereafter. Identify the gradation samples with "QA Gradation" on the Sample ID Card and include the JMF Number and the QC Gradation results. **If Coarse Aggregate Quality Incentive/Disincentives apply:** The Agency may also use the QA gradation sample for the Coarse Aggregate Quality incentive/disincentive testing. In this case, notify the Producer/Contractor to double the QC/QA gradation sample size.	21764 Concrete Aggregate Worksheet JMF Well-graded Concrete Aggregate Worksheet
			Performing testing on representative material at the end of the most recent day of production is allowed. 5 per day maximum **If well-graded aggregate incentives apply:** Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing			

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Pavement - Concrete Plant Production

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing		Agency Testing		Form No.
2301	Coarse Aggregate Testing on -75 µm (#200) (QC/QA) (5-694.146)	3137	Test the first 4 samples of production each time the Contractor mobilizes the plant, changes aggregate sources, or the cleanliness of the coarse aggregate is in question. 1 test per day thereafter		On the first day of production and each time the Contractor mobilizes the plant, changes aggregate sources, or the cleanliness of the coarse aggregate is in question: Test the first sample and then at least 1 of the next 3 samples. 1 test per week thereafter **Test these samples at the plant.**		21764 Concrete Aggregate Worksheet JMF
	Aggregate Moisture Testing (QC/Verification) **(5-694.142)**		**For a concrete paving batch plant:** **If w/c incentives do not apply:** 1 per 750 m^3 (1000 yd^3) or completed every 4 hours, whichever results in the highest sampling rate.	**For a certified ready-mix plant:** **If w/c incentives do not apply:** 1 per 175 m^3 (250 yd^3) or completed every 4 hours, whichever results in the highest sampling rate	**For a concrete paving batch plant:** **If w/c incentives apply:** 1 per 750 m^3 (1000 yd^3) or completed every 4 hours, whichever results in the highest sampling rate. Take initial samples for aggregate moisture testing within the first 175 m^3 (250 yd^3).	**For a certified ready-mix plant:** **If w/c incentives apply:** 1 per 175 m^3 (250 yd^3) or completed every 4 hours, whichever results in the highest sampling rate. Take initial samples for aggregate moisture testing within the first 75 m^3 (100 yd^3).	Concrete W/C Ratio Calculation Worksheet
			Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed.		**If w/c incentives apply:** Use aggregate moisture results for determining the water content to calculate the w/c ratio incentive/disincentive. **Do not leave samples unattended.**		

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Pavement - Concrete Plant Production

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing	Agency Testing		Form No.
2301	Water Content Verification Testing **(Microwave Oven Verification) (5-694.532)**		Sample the fresh concrete at the plant.	**If w/c incentives apply:** Microwave oven verification testing to verify the w/c ratio is completed in conjunction with Agency aggregate moisture testing. **Do not leave samples unattended.**		Concrete W/C Ratio Calculation Worksheet
				<u>For a concrete paving batch plant:</u> Take initial sample for microwave oven verification testing within the first 175 m^3 (250 yd^3). At least one additional verification test should be taken if more than 750 m^3 (1000 yd^3) is produced in a day.	**<u>For a certified ready-mix plant:</u>** Take initial sample for microwave oven verification testing within the first 75 m^3 (100 yd^3). At least one additional verification test should be taken if more than 175 m^3 (250 yd^3) is produced in a day.	
	Unit Weight (QC) (5-694.542)		Test one load of concrete per day at the plant.	None		
	Air Content (QC) (5-694.541)	2461	Test the first load of concrete at the plant.	None		

Concrete Pavement - Concrete Plant Production					
Pay Item No.	**Test Type**	**Spec. No.**	**Producer/Contractor Testing**	**Agency Testing**	**Form No.**
2301	Quality Testing including Coarse Aggregate Testing on -75 µm (#200)	3126 3137	Test the -75µm (#200) on the Quality companion sample the day it was sampled. All other testing is at the Contractor's discretion	1 test each fraction every 17,500 m^3 (20,000 yd^3) of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the Producer/Contractor. 2) Test the -75µm (#200) on the quality sample <u>at the plant</u> the day it was sampled. 3) Submit the remaining sample to the lab for quality testing including testing on the -75µm (#200) sieve. Identify quality samples with a "Q" and record the QC and QA -75µm (#200) test results on the Sample ID Card. Identify the Quality Companion samples with a "Q"..	2410 Sample ID Card

Concrete Pavement - Concrete Plant Production

Pay Item No.	Test Type	Spec. No.	Producer/Contractor Testing	Agency Testing	Form No.
2301	Coarse Aggregate Quality Testing for Incentive/ Disincentive	3137	Test at Contractor's discretion	**If coarse aggregate quality incentives apply:** Test the Class B aggregates for % absorption and Class C aggregates for % carbonate including any other tests necessary to make those determinations. Sample the 2 largest fractions in accordance with the following table and 2301: :	2410 Sample ID Card Coarse Aggregate Quality Incentive/ Disincentive Worksheet

Coarse Aggregate Quality Incentive/Disincentive Sampling Rates	
Plan Concrete m^3 [**cubic yards**]	Samples per fraction (n)
2,900 – 6,250 [3,500 – 7,500]	3
6,251 – 8,500 [7,501 – 10,000]	5
8,501 – 21,000 [10,001 – 25,000]	10
21,001 – 42,000 [25,001 – 50,000]	15
42,001+ [50,001+]	20
Identify incentive samples on the Sample ID Card with "I/D."	

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Field Materials (Refer to Metallic Materials and Metal Products for sampling requirements for concrete reinforcement.)

Sample Sizes:

Joint Materials:

Hot Poured Elastomeric:	5 kg (10 lb)	Take samples from application wand into 1 gallon steel container	Preformed Elastomeric:	2 m (6 ft)
Silicone Joint Sealer:	0.5 liter (1 pt)	Store sample in steel container.	Preformed:	0.25 m^2 (2 ft^2)

Curing Materials:

Burlap:	1 m^2 (yd^2)	
Paper and Plastic:	0.25 m^2 (2 ft^2)	
Membrane Compound	1 liter (1 qt)	Materials must be thoroughly stirred or agitated immediately prior to taking sample. Store sample in steel container and cover immediately.

Pay Item No.	Material	Spec. No.	Minimum Required Field Sampling Rate	Form No.
2301 2302 2401 2411 2514 2521 2531	Preformed	3702	Visual Inspection	2410 Sample ID Card
2301 2302 2401	Preformed Elastomeric Type	3721	1 per lot Only joint materials from qualified sources are allowed. The most current lists can be found at www.dot.state.mn.us/products.	
	Silicone Joint Sealer	3722		
	Hot Poured Elastomeric Type	3723 3725		
2301 2302 2401 2411 2514 2520 2521 2531 2533	Burlap	3751	Visual Inspection	
	Paper	3752	Visual Inspection - Must be white opaque	
	Membrane Curing Compound	3754 3754AMS 3755	Refer to the approved products list of curing compounds for **pre-approved** lots at http://www.mrrapps.dot.state.mn.us/CuringCompoundProducts/curingcompounds.aspx	
	Plastic	3756	Visual Inspection -Must be white opaque A Certificate of Compliance shall be submitted to the Project Engineer from the Manufacturer certifying that the plastic complies with AASHTO M171.	

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Field Testing – Bridges and General Concrete

Pay Item No.	Test Type	Spec. No.	Agency Testing	Form No.
2401 2405 2411 2412 2422 2452 2461 2506 2511 2514 2520 2521 2531 2533 2545 2550 2554 2557 2564 2565	Air Content (Verification) (5-694.541)	2461	1 per 100 m^3 (yd^3) Test first load each day per mix Test when admixture adjustments are made to the mix.	2448 Weekly Concrete Report
	Slump (Verification) (5-694.531)	2461	1 per 100 m^3 (yd^3) Test first load each day per mix Test when admixture adjustments are made to the mix. No slump testing required for slipform placement	
	Concrete Temperature (Verification) (5-694.550)	2461	Record temperature each time air content, slump, or strength test specimen is performed/fabricated.	
	Compressive Strength (Verification) (5-694.511)	2461	1 cylinder per 100 m^3 (yd^3) 1 cylinder per day for sidewalk and curb and gutter A set of 3 cylinders shall be made when control cylinders are needed. Mn/DOT standard cylinder mold size is 100 x 200 mm (4 x 8 inch). If aggregate has a maximum size greater than 31.5 mm (1-1/4 inch), use 150 x 300 mm (6 x 12 inch) molds.	2409 ID Card Concrete Test Cylinder

Concrete Field Testing – Cellular Concrete

Pay Item No.	Test Type	Spec. No.	Agency Testing	Form No.
2519	Compressive Strength (Verification) **(5-694.511)**	2461 2519	1 set of 4 cylinders per day 100 x 200 mm (4 x 8 inch) cylinders shall be filled in two equal lifts, do not rod the concrete, lightly tap the sides, cover and move to area with minimal or no vibration. Do not disturb for 24 hours.	2409 ID Card Concrete Test Cylinder

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Field Testing – Concrete Pavement

Pay Item No.	Test Type	Spec. No.	Contractor Testing	Agency Testing	Form No.
2301	Air Content Before Consolidation (QC/QA) (5-694.541)	2461	1 per 300 m^3 (300 yd^3) or 1 per hour, whichever is less Test first load each day per mix	1 air test per day	2448 Weekly Concrete Report
	Air Content After Consolidation (QC/QA) (5-694.541)	2461	Test 1 air content per ½ day of slip form paving to establish an air loss correction factor (ACF). See Special Provisions for additional information.	1 air test per day	
	Slump (QC/QA) (5-694.531)	2461	**For fixed form placement:** 1 per 300 m^3 (300 yd^3) and as directed by the Engineer Test first load each day per mix **For slipform placement:** No slump testing is required	**For fixed form placement:** 1 slump test per day **For slipform placement:** No slump testing is required	
	Concrete Temperature (QC/QA) (5-694.550)	2461	Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.	Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	
	Flexural Strength (QC) (5-694.521)	2301	1 beam (28-day) per day - Make additional control beams as necessary. - Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes.	Supply beam boxes, cure, and test beams.	2162 Concrete Test Beam Data
	Concrete Pavement Texture (QC)	2301	1 per 1000 linear feet per lane of concrete pavement at locations determined by the Agency. All adjoining lanes shall be tested at the same location if paved at the same time. The Contractor supplies all materials necessary to perform the required testing.	Determine texture testing locations using random numbers.	Concrete Texture Worksheet
	Thickness (QC/Verification)	2301	The Contractor drills concrete cores at locations determined by the Agency. The Contractor probes the plastic concrete at locations determined by the Agency.	Determine probing and coring locations using random numbers. Initial pavement at core locations and re-initial the sides of specimens after coring to clearly verify their authenticity.	24327 Field Core Report Probing and Coring Report

IV. Concrete Construction Items (cont.) (www.dot.state.mn.us/materials/concrete.html)

Concrete Field Testing – Concrete Pavement

Pay Item No.	Test Type	Spec. No.	Contractor Testing	Agency Testing	Form No.
2301	Surface Smoothness	2301	Contractor provides Mn/DOT certified inertial profiler results for bumps/dips and/or Areas of Localized Roughness for the entire project as required by the Contract.	None	Concrete Profile Summary Worksheet

Concrete Field Testing - Low Slump Concrete for Bridge Deck Overlays

Remarks:

(1) Mix design is provided by Mn/DOT on the back of the Form 21412 Weekly Report of "Low Slump Concrete" unless otherwise specified in the Contract.
(2) All field gradation samples shall be taken by the Agency. All gradation and quality tests require companion samples.
(3) Perform Quality testing as directed by the Concrete Engineer.

Minimum Sample Sizes:

Gradation Test:

CA-70	2.5 kg (5 lb.)
Sand	**500 g (1.1 lb)**

Quality Sample Size for Lab Submittal:

Coarse Aggregate	25 kg (50 lb.)
Fine Aggregate	**15 kg (30 lb.)**

Pay Item No.	Test Type	Spec. No.	Contractor Testing	Agency Testing	Form No.
2404	Gradation and Quality Testing including Coarse Aggregate Testing on -75µm (#200) (QC/Verification) (5-694.145, 5-694.146) and 5-694.148))	3126 3137	Prior to concrete production, the Contractor shall provide the Agency with: • Aggregate pit numbers • 1 passing gradation result per fraction each time aggregate is delivered to the site. No quality test results are required. Test companion samples at Contractor's discretion.	1 per fraction prior to concrete production and each time aggregate is delivered to the site. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.	2410 Sample ID Card 21412 Weekly Report of "Low Slump Concrete"
	Air Content (Verification) (5-694.541)	2461	None	1 per 15 m^3 (yd^3) Test at beginning of pour each day	
	Slump (Verification) (5-694.531)	2461	None	1 per 15 m^3 (yd^3) Test at beginning of pour each day For concrete from a concrete-mobile, allow mix to hydrate 4 to 5 minutes before slump test to assure all cement is saturated.	
	Compressive Strength (Verification) (5-694.511)	2461	None	1 cylinder per 30 m^3 (yd^3)	2409 ID Card Concrete Test Cylinder

Concrete Field Testing – Concrete Pavement Repair (CPR)

Remarks:

(1) Mix design is provided by Mn/DOT unless otherwise specified in the Contract.
(2) Testing rates apply to concrete that is produced on site. (Not from a certified ready-mix plant.)
(3) All field gradation samples shall be taken by the Agency. All gradation and quality tests require companion samples.
(4) Perform Quality testing as directed by the Concrete Engineer.

Minimum Sample Sizes:

Gradation Test:

–19 mm (3/4" Minus)	5 kg (10 lb.)
CA-70, CA-80	2.5 kg (5 lb.)
Sand	**500 g (1.1 lb.)**

Quality Sample Size for Lab Submittal:

Coarse Aggregate	25 kg (50 lb.)
Fine Aggregate	15 kg (30 lb.)

Pay Item No.	Test Type	Spec. No.	Contractor Testing	Agency Testing	Form No.
2302	Gradation and Quality Testing including Coarse Aggregate Testing on -75µm (#200) (QC/Verification) (5-694.145, 5-694.146) and 5-694.148)	3126 3137	Prior to concrete production, the Contractor shall provide the Agency with: • Aggregate pit numbers • 1 passing gradation result per fraction each time aggregate is delivered to the site. No quality test results are required. Test companion samples at Contractor's discretion.	1 per fraction prior to concrete production and each time aggregate is delivered to the site. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.	2410 Sample ID Card
	Air Content (Verification) (5-694.541)	2461	None	1 per 15 m^3 (yd^3) Test at beginning of pour each day.	2448 Weekly Concrete Report
	Slump (Verification) (5-694.531)	2461	None	1 per 15 m^3 (yd^3) Test at beginning of pour each day. Allow mix to hydrate 4 to 5 minutes before slump test to assure all cement is saturated.	
	Compressive Strength (Verification) (5-694.511)	2461	None	1 cylinder per 30 m^3 (yd^3)	2409 ID Card Concrete Test Cylinder

Concrete Field Testing –Dowel Bar Retrofit (DBR)

Remarks:

(1) Mix Design is Contractor's responsibility with review by Mn/DOT unless otherwise specified in the Contract.
(2) Testing rates apply to concrete that is produced on site. (Not from a certified ready-mix plant.)
(3) All field gradation samples shall be taken by the Agency. All gradation and quality tests require companion samples.
(4) Perform Quality testing as directed by the Concrete Engineer.

Minimum Sample Sizes:

Gradation Test:		**Quality Sample Size for Lab Submittal:**	
CA-80	2.5 kg (5 lb.)	Coarse Aggregate	25 kg (50 lb.)
Sand	**500 g (1.1 lb)**	**Fine Aggregate**	**15 kg (30 lb.)**

Pay Item No.	Test Type	Spec. No.	Contractor Testing	Agency Testing	Form No.
2302	Gradation and Quality Testing including Coarse Aggregate Testing on -75µm (#200) (QC/Verification) (5-694.145, 5-694.146) and 5-694.148)	3126 3137	Prior to concrete production, the Contractor shall provide the Agency with: • Aggregate pit numbers • 1 passing gradation result per fraction each time aggregate is delivered to the site. No quality test results are required. Test companion samples at Contractor's discretion.	1 per fraction prior to concrete production and each time aggregate is delivered to the site. Identify quality samples with a "Q" on the Sample ID Card and the Quality companion sample.	2410 Sample ID Card
	Dowel Bar Retrofit Material Compressive Strength (Verification) (5-694.511)	2301 2302	None	During the pre-production test operations: 1 set of 3 cylinders tested at 3 hours 1 set of 3 cylinders tested at 1 day Testing may need to be repeated if any problems with the dowel bar retrofit material are encountered. First day of production: 1 set of 3 cylinders tested at 3 hours 1 set of 3 cylinders tested at 1 day After the first day of production: 1 cylinder per day during production tested at rate determined by Engineer.	2409 ID Card Concrete Test Cylinder

V. Landscaping and Erosion Control Items

Pay Item No	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2105 2571 2575	1. Manufactured Topsoil borrow [a] Salvaged Topsoil (stockpiled)	3877.2	None	From each source: One composite sample for the first 765 m^3 (1,000 Cu yd) or less. One composite sample for each additional 2,300 m^3 (3,000 Cu yd) or fraction thereof.	10 kg (20 lb.)	[a] Test results showing meets specifications.. Testing for all topsoil for fertility send directly to University of Minnesota soils lab from project. Testing takes about four weeks after delivery of the sample to the Department Laboratory. Sampling shall be done once source is identified or existing topsoil is stockpiled.
2571 2575 2577	2. Plant Stock & Landscape Materials [b]	3861 and 2571.2A1	Field Inspection at Job Site, submit itemized report for each shipment [c]			[b] Preliminary inspection will not be done at the source. Material must be in accordance with the Inspection and Contract Administration Guidelines for Mn/DOT Landscape Projects. [c] Utilize "Inspection and Contract Administration Guidelines for Mn/DOT Landscape Projects" to determine and measure minimum and maximum criteria thresholds. The following documentation must be provided: 1. A Mn/DOT Certificate of Compliance for Plant Stock, Landscape Materials, and Equipment 2. A valid copy of a nursery stock (dealer or grower) certificate registered with the MN Dept. of Agric. And/ or a current nursery certificate/license from a state or provincial Dept. of Agric. for each plant stock supplier. 3. A copy of the most recent Certificate of Nursery Inspection for each plant stock supplier. 4. Plant material shipped from out-of-state nursery vendors subject to pest quarantines must be accompanied by documentation certifying all plants shipped are free of regulated pests. 5. Bills of lading (shipping documents) for all materials delivered. 6. Invoices for all materials to be used. 7. Each bundle, bale, or individual plant must be legibly and securely labeled with the name and size of each species or variety.
2502 2573 2575 2577	3. Erosion Control Blanket [d]	3885	Visual Inspection	Random - See Footnote [d]	1 m^2 (1 Sq yd)	[d] Check Web site for list of approved products.. www.dot.state.mn.us/products

V. Landscaping and Erosion Control Items (cont.)

Pay Item No	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2573 2577	4. Erosion Control Netting [c]	3885	Visual Inspection	Random - See Footnote [c]	1 m^2 (1 Sq yd)	[c] Check Web site for list of approved products. www.dot.state.mn.us/products
2573	5. Silt Fence [f]	3886	Check Product Label. Obtain Certificate of Compliance with MARV values	For amounts 600m (2000 ft) or greater.	3 m (9 ft)	[f] Samples sent 21 days prior to use. Check Approved/Qualified Products List (A/QPL) of accepted geotextiles.
2573	6. Flotation Silt Curtain [g]	3887	Visual Inspection			[g] Accepted, based on manufacturers' certification of compliance. Check weight of fabric.
2573 2575	7. Erosion Stabilization Mat [h]	3885	Visual Inspection	See Footnote [h]	1 m^2 (1 Sq yd)	[h] Check Web site for list of approved products. www.dot.state.mn.us/products
2573	8. Filter Logs	3897	Visual Inspection	None		
2573	9. Flocculants [i]	3898	Visual Inspection	None		[i] Certificate of Compliance and MSDS to the Engineer.
2571 2575	10. Fertilizer [j]	3881	Visual Inspection			[j] Bagged: Inspected on the basis of guaranteed analysis. Rate based on fertility analysis of slope dressing/topsoil. Bulk: Inspector to obtain copy of invoice of blended material stating analysis. Check the type specified.
2571 2575	11. Agricultural Lime [k]	3879	One gradation test for each 180 Metric Ton (200 ton)			[k] Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
2575 2577	12. Mulch Material A. Type 3 Mulch - Certified Weed Free (Certified sources only) [l]	3882	Visual Inspection, Check if from Certified Vendor by Minnesota Crop Improvement Association. Must be tagged, grain straw only.			[l] Certified mulch will be indicated by label.

V. Landscaping and Erosion Control Items (cont.)

Pay Item No	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2571 2575 2577	13. Mulch Material B. Type 6 Mulch – Woodchips	3882	Visual Inspection, one gradation per supplier.	Gradation 1/10,000 yd^3 per supplier.		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA.
2502 2575 2577	14. Seeds A. Seeds (Certified Vendors Only) (Mixes 22-000 and 25-000 series) [m]	3876	Check for Certified Vendor tag from Minnesota Crop improvement Association. If materials are on hand and past the twelve months, testing must be done.		0.5 L (1 pint)	[m] Periodic sampling taken by Office of Environmental Services. Any moldy or insect contaminated seed must be rejected.
2502 2575 2577	14. Seeds B. Native Seed (Mixes 30-000 series) certified seed only [n]	3876	Check if from Certified Vendor by Minnesota Crop Improvement Association, Must be tagged. If materials are on hand and past the twelve months, testing must be done.			[n] Certified seed will be indicated by label on containers. Reject all moldy or insect contaminated seed. Periodic sampling taken by Office of Environmental Services.
2575	15. Sod [o]	3878	A certified tag by Minnesota Crop Improvement Association for Salt tolerant sod. Final Visual Inspection at site.			[o] A Certificate of Compliance must be furnished by the producer to the Engineer for the type of sod supplied showing correct grass varieties.
2571 2575	16. Compost A. Compost Certified Source [p]	3890	Visual Inspection			[p] Check Approved/Qualified Products List (A/QPL).
2571 2575	17. Compost B. Compost Non-Certified Source [q]	3890		Must be sampled - One Sample per 300 m^3 (500 Cu Yd)		[q] Submit samples six weeks before use. Small quantity 75 m^3 (100 Cu Yd) or less.
2575	18. Hydraulic Soil Stabilizer [r]	3884	Slump Test for Type 8	None		[r] Check Approved/Qualified Products List (A/QPL).

VI. Chemical Items

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2401	Asphalt Plank	3204	Visual Inspection	1 per 1,000 plank or less of each thickness in each shipment	3 – 1 m (yd) pieces samples from different planks	
2131	Calcium Chloride	3911	Visual Inspection	Liquid: 1 per 40,000 L (1 per 10,000 gal) Dry: 1 per shipment	0.5 L (1 pint) or 0.5 kg (1 lb.) in Plastic Container	
2131	Magnesium Chloride	3912	Visual Inspection	1 per 40,000 L (1 per 10,000 gal.)	0.5 L (1 pint) in Plastic Container	
2331	Hot-Pour Crack Sealant for Crack Sealing/Filling	3719 3723 3725	Visual Inspection	1 per lot. Take samples from application wand. Use caution when handling hot containers	2.26 kg (5 lb.) in a 1gal steel container.	
2481	Waterproofing Materials Membrane Waterproofing System	3757	Visual Inspection	1 per shipment (Membrane Only)	0.1 m^2 (1 Sq Ft)	Only waterproofing systems from qualified sources are allowed for use. The most current list can be found at www.dot.state.mn.us/products Membrane Waterproofing System: The manufacturer shall submit a one square foot sample of the membrane along with a letter of Certification and test results stating that the membranes meet the requirements of this specification. Other components of the waterproofing system do not need to be sampled for testing.

VI. Chemical Items (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2481	Waterproofing Materials Three Ply System Asphalt Primer	3165	Visual Inspection	1 per shipment	0.5 L (1 pt.) in steel container	
2481	Waterproofing Materials Three Ply System Waterproofing Asphalt	3166	Visual Inspection	1 per shipment	0.5 L (1 pt.) in steel container	
2481	Waterproofing Materials Three Ply System Fabric	3201	Visual Inspection	1 per shipment	1 m^2 (1 Sq yd)	
2582	Waterborne Latex Traffic Marking Paint.	3591	Visual Inspection	1 per lot	0.5 L (1 pint)	**Form 02415** List batch numbers and retain Certificate of Compliance. Only traffic marking paints from Qualified Products List are allowed for use. The most current Qualified Products list can be found at www.dot.state.mn.us/products
2582	Epoxy Traffic Paint	3590	Visual Inspection	1 Part A per lot 1 Catalyst Part B per lot	0.5 L (1 pint)	**Form 02415** List batch numbers and retain Certificate of Compliance. Only traffic marking paints from Qualified Products List are allowed for use. The most current Qualified Products list can be found at www.dot.state.mn.us/products
2582	Traffic Marking Paint	Special Provisions	Visual Inspection	1 Part A per lot 1 Catalyst Part B per lot	0.5 L (1 pint)	**Form 02415** List batch numbers and retain Certificate of Compliance. Only traffic marking paints from Qualified Products List are allowed for use. The most current Qualified Products list can be found at www.dot.state.mn.us For traffic marking paints other than Waterborne Latex and Epoxy. See Special Provision for Qualified Products List.
2564	Non-Traffic Striping Paints	3500 Series Special Provisions	Visual Inspection		0.5 L (1 pint)	**Form 02415** List batch numbers and retain Certification of Compliance. For all others, see Special Provisions. Send color sample to Chemical Laboratory for color matching.

VI. Chemical Items (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2478	Bridge Structural Steel Paint	3520	Visual Inspection	Certificate of Compliance with each batch/lot for each component of the paint system to the Engineer. Provide a color "Draw Down" sample to the Mn/DOT Chemical Laboratory for verification of the finish coat color		**Form 02415** List batch numbers and retain Certificate of Compliance. Only paints from Approved Products List are allowed for use. The most current Approved Products List can be found at www.dot.state.mn.us/.
	Exterior Masonry Paint	3584	Visual Inspection	1 per lot Provide a color "Draw Down" sample to the Mn/DOT Chemical Laboratory for verification of the finish coat color.	0.5 L (1 pint)	**Form 02415** List batch numbers and retain Certificate of Compliance Only paints from Approved Products List are allowed for use. The most current Approved Products List can be found at www.dot.state.mn.us/
	Noise Wall Stain	Special Provisions	Visual Inspection	Certificate of Compliance for each batch/lot of paint. Provide a color "Draw Down" sample to the Mn/DOT Chemical Laboratory for verification of the finish coat color.		**Form 02415** List batch numbers and retain Certificate of Compliance Only paints from Approved Products List are allowed for use. The most current Approved Products List can be found at www.dot.state.mn.us/
2582	Drop-on Glass Beads	3592	Visual Inspection	1 per lot	1 L (qt.)	**Form 02415** List batch numbers and retain Certificate of Compliance Only glass beads from Qualified Products List are allowed for use. The most current Qualified Products List can be found at www.dot.state.mn.us/products
2502 2581 2582	Pavement Marking Tape	3354 3355 Special Provisions	Visual Inspection	1 clean sample of each color per lot	3 m (3 yds.)	**Form 02415** List batch numbers and retain Certificate of Compliance. Only pavement marking tape from Qualified Products List are allowed for use. The most current Qualified Products List can be found at www.dot.state.mn.us/products

VI. Chemical Items (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2540 2563 2564 2565 2582	Signs and Markers	3352	Visual Inspection	None unless material suspect		**Form 02415** Only Signs and Markers from Qualified Products List are allowed for use. The most current Qualified Products List can be found at www.dot.state.mn.us/products

VII. Metallic Materials and Metal Products

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2554	1. Guard Rail A. Fittings - Splicers, Bolts, etc.	3381	Visual Inspection	Bolts: 2 Post bolts and 4 splice bolts with nuts for each 1,000 units or less.		**Form 02415 or 2403** To be approved before use. Materials from H&R may be pre-sampled and tested. Call the MN/DOT inspector at 218-846-3613 to see if material has been approved. For non-pre-tested, submit laboratory samples at required rate. For small quantities, lab samples are not required, but document on Form 02415 or 2403 and maintain in project file. Small Quantities: Rail Sections - 20 or less Terminals - 10 or less Post Bolts - 100 or less, Splice Bolts - 100 or less
2554	1.B.i. Non-High Tension Guard Rail Cable	3381	Visual Inspection	1 sample from each spool	1.2 m (4 ft)	**Form 02415 or 2403** See VII.1.A.
2554	1. B.ii. High Tension Guard Rail Cable	Special Provisions	Visual Inspection	1 sample per 50,000 feet	1.2 m (4 ft)	
2554	1. Guard Rail C. Structural Plate Beam	3382	Visual Inspection	One sample from one edge of each 200 rail sections or one sample of each 100 terminal sections	Full depth x 0.25 m (full depth x 10")	**Form 02415 or 2403** See VII.1.A.

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2545 2554 2564	2. Steel Sign Posts	3401	Visual Inspection & Certification from Contractor of compliance with Domestic source requirement under 1601, if applicable.	Two posts per shipment of each mass per unit length. Submit shortest full sized length of each weight, not a scrap piece.	See note	**Form 02415 or 2403** Check domestic steel requirement under 1601
2554 2557	3.Posts for Traffic & Fence A.Steel fence posts, brace bars, and rails	3403 3406	Visual Inspection	One sample per 500 pieces. Submit full length for posts used in the ground (line, terminal, "C" and anchor posts), and 5' length of top rail and brace bar.		**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance and certified mill analysis in project file. See link for certification form on right side of page, www.dot.state.mn.us/materials/lab.html
2557	3. Fence B. Components: includes cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp, & tension wire	3376	Visual Inspection	1 each of cup, cap, nut, bolt, end clamp, tension bands, truss rod tightener, 12 hog rings, 6 tie wires, 1 tension stretcher bar; 1 truss rod, cut to 2-foot min. with threaded section, 3 feet of tension wire.		**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance in the project file. See link for certification form on right side of page, www.dot.state.mn.us/materials/lab.html
2557	3. Fence C.Gates	3379	Visual Inspection	No sample required. See notes.		**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance in the project file. See link for certification form on right side of page, www.dot.state.mn.us/materials/lab.html
2557	3. Fence D. Barbed Wire	3376	Visual Inspection.	One full height sample per 50 rolls	1 m (3 ft)	**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance in the project file. See link for cert. form on right side of page, www.dot.state.mn.us/materials/lab.html

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2557	3. Fence E. Woven Wire Fabric	3376	Visual Inspection	One full height sample per 50 rolls	1 m (3 ft)	**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance in the project file. See link for cert. form right side of page, www.dot.state.mn.us/materials/lab.html
2557	3. Fence F. Chain Link Fabric	3376	Visual Inspection	One full height sample for each 5,000 ft of fencing.	0.3 m (1 ft)	**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. Retain Certificate of Compliance in the project file. See link for certification form on right side of page, www.dot.state.mn.us/materials/lab.html
2402	4. Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions				**Form 02415 or 2403** Check domestic steel requirement under 1601 Special Provision. To be identified & tested if necessary prior to use. See Special Provisions.
2201 2301 2401 2405 2411 2412 2433 2452 2472 2514 2531 2533 2545 2564	5. Reinforcing Steel A. Bars – Uncoated	3301	Visual Check for Size and Grade Marking	No Field Sample Necessary		**Form 02415 or 2403** For Uncoated bars - Retain Certificate of Compliance and Certified Mill Analysis in Project File.

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2201 2301 2401 2405 2411 2412 2433 2452 2472 2514 2531 2533 2545 2564	5. Reinforcing Steel B. Bars - Epoxy Coated	3301	Visual Check for Size and Grade Marking and "Inspected" tag	One sample (1 bar) of each size bar for each day's coating production	1 m (3 ft)	**Form 02415 or 2403** For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, and it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples with copies of the , Certificate of Compliance, and Certified Mill Analysis. Retain originals of the Certificate of Compliance and Certified Mill Analysis in the project file.
2401	5. Reinforcing Steel C. Bars Stainless Steel	Special Provisions		One sample (2 Bars) per heat per bar size	1 m (3 ft)	Submit copies of mill test reports with samples, retain originals in project file
2401 2411 2452 2472 2564	5. Reinforcing Steel D. Spirals	3305		One per shipment	1 m (3 ft)	**Same as 5.B**
2201 2301 2401 2411 2412 2472 2531	5. Reinforcing Steel E. Steel Fabric	3303	Visual Inspection	No Field Sample Necessary		Retain Certificate of Compliance in project file.
2201 2301 2401 2411	5. Reinforcing Steel F. Dowel Bars	3302		One Dowel Bar from each shipment	Full Size Dowel Bars	For all types of dowels – Each project shall have a Certificate of Compliance from the Manufacturer certifying that all materials used in fabrication of the dowel bars and baskets comply with all applicable specifications. The Manufacturer shall maintain all records necessary for certification by project. The Certificate of Compliance shall be submitted to the Project Engineer.

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2401 2405	5. Reinforcing Steel G. Prestressing or Post-Tensioning Strand	3348		One sample (2 strands) from each heat (see **Notes**)	1.8 m (6 ft)	Submit one copy of mill certificate and one copy of the stress-strain curve representative of the lot with the samples. For most manufacturers, a heat equals a production lot, and an individual lot, pack, or reel is a subset of a heat/production lot.
2402 2506 2565	6. Drainage and Electrical Castings	3321 2471 2565	Visual Inspection	All castings: Three tensile bars to be cast with each heat at Foundry and submitted to the lab by an approved Foundry*. See 3321.		**Form 02415 or 2403** Call Maplewood Laboratory at 651-366-5540 for list of approved foundries, or see website. Inspect in the field and retain Form 02415 or 2403 in project file, showing name of foundry and quantity
2401 2402 2411 2433 2545 2554 2564 2565	7. Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection and Material verification testing.	Pre-approved (see notes) or one complete anchor rod assembly including nuts and washers from each lot supplied.		Pre-approved system requires supplier to submit a sample to the Department yearly for each anchor rod or fastener type. Test results of sample must verify compliance to product specifications. Supplier shall retain copy of passing test results for one year and supply with subsequent jobs. When no previous test results are available, one complete anchor rod assembly with all required nuts and washers shall be sampled and tested from each type on the project. Prior to installation, field to obtain copy of passing test report(s).
2401 2411 2433	8. Anchorages (Drilled In)	Special Provisions	Visual Inspection	No laboratory samples required		Note: Before installation, verify that anchorages are on the qualified products list www.dot.state.mn.us/products
2402	9. Structural Steel A. For Steel Bridge – Beams, Girders, Diaphragms, etc.	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2402 2405	9. Structural Steel B. For Concrete Girders-Diaphragms and sole plates	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2402	9. Structural Steel C.. Expansion joints	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2402	9. Structural Steel D. Steel Bearings	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag . An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2402	9. Structural Steel E. Railing-Structural tube and ornamental	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2402	9. Structural Steel F. Drainage Systems	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2402	9. Structural Steel G. Protection Angles	2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag . An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2564	10. Overhead Sign structures	2564 2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag . An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/

VII. Metallic Materials and Metal Products (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2545	11. High Mast Lighting Structures	2545 2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag . An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/
2565	12. Monotube Signal Structures	2565 2471	Structural Metals Inspection Tag and field inspection for damage/defects	None		Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag . An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/

VIII. Miscellaneous Materials

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2403 2422 2452 2521 2540 2545 2554 2557 2564	1. Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection			**Form 02415 or 2403** Untreated materials shall be inspected in the field and the results reported on Form 02415 or 2403. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.
2402 2405 2557 Many	2. Miscellaneous pieces and Hardware (Galvanized)	3392 3394		3 samples of each item per shipment. Sample critical items only. (Critical items are load bearing, structurally necessary items.)	Three of each type.	**Form 02415 or 2403** Will carry "Inspected" tag if sampled and tested prior to shipment. No sample necessary if "Inspected".
2504	3. Insulation Board	3760	Visual Inspection	None		**Form 02415 or 2403**
2402	4. Elastomeric Bearing Pads	3741 and Special Provisions	Check dimensions Check repair of tested pad	One sample, with one or more internal plates annually from each manufacturer.	Full size pad	Submit copy of Certificate of Compliance with pad. Do not use any pads that are not certified.

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2402 2422 2501 2503 2506	1. Corrugated Metal Products A. Culvert Pipe Underdrains Erosion control Structures	3225 thru 3229, 3351 and 3399	Visual Inspection: Check for good construction, workmanship, finish requirements and shipping			**Form 02415 or 2403** Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file
2501	1. Corrugated Metal Products B. Structural Plate	3231	Visual Inspection: Invoice shall include notation that material described is in accordance with fabricator's Certificate and Guarantee			**Same as 1.A**

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2501	1. Corrugated Metal Products C. Aluminum Structural Plate	3233				Retain certificate of compliance and certified mill analysis in project file
2503 2506	2. Clay Pipe	3251	No samples required for less than 100 pieces	1 sample per 200 pieces of each size.	Full Size Pipe	**Form 02415 or 2403**
2501 2503 2506	3. Concrete Pipe A. Reinforced Pipe and Arches Precast Cattle Pass Units Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions as required. Check for producer's "Certified" stamp and signature on the certification document.	1 "companion" cylinder per month per plant during production, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-366-5540 for additional information.		**Form 02415 or 2403** For Concrete Pipe Both A & B: Product will be certified by producer, only spot checks are done by plant inspector. Make certain the invoice or certification document is signed and the product has the required markings. Maintain Form 2403 or 02415 in project records, showing source of materials and type and quantity used
2503 2506	3. Concrete Pipe B. Non-Reinforced Concrete Pipe	3253	Field Inspection: Check for damage and defects. Check dimensions as required. Check for producer's "Certified" stamp and signature on the certification document.		Full Size Pipe	**See 3.A**
2501 2503 2506	3. Concrete Pipe Fine Aggregate	3126		1 quality test per month during production for A and B above.	10 kg. (25 lb.)	
2501 2503 2506	3. Concrete Pipe Coarse Aggregate	3137		1 quality test per month during production for A and B above.	10 kg. (25 lb.)	

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2412	4. Precast/Prestressed Concrete Structures A. Reinforced Precast Box Culvert	3238	1 Air test per day (1st load), 2 cylinders per pour for positive slump concrete (1 for handling, 1 for shipping).	1 "companion" cylinder per month per plant during production, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-366-5540 for additional information.		Precast/prestressed Concrete Structure (beams, posts, etc.) will be inspected and stamped at plant. Field personnel are responsible for checking for plant inspector's stamp, for shipping/handling damage or defects, and dimensions. An inspection report will be completed by plant personnel and sent to the field personnel.
	Fine Aggregate	3126		1 quality test per month during production.	10 kg. (25 lb.)	
	Coarse Aggregate	3137		1 quality test per month during production.	10 kg. (25 lb.)	
2405	4. Precast/Prestressed Concrete Structures B. Precast/Prestressed Concrete Structure (beams, posts, etc.).	2405	1 air test per day (1st load), 2 cylinders per pour for positive slump concrete (1 for handling, 1 for shipping).	1 "companion" cylinder per month per plant during production, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-366-5540 for additional information.		Precast/prestressed Concrete Structure (beams, posts, etc.) will be inspected and stamped at plant. Field personnel are responsible for checking for plant inspector's stamp, for shipping/handling damage or defects, and dimensions. An inspection report will be completed by plant personnel and sent to the field personnel.
	Fine Aggregate	3126	Gradation: 1 per 150 m^3 (200 Cu. yd.) or fraction thereof. 1 per day of production or 3 per week, whichever is less.	1 gradation and 1 quality test per month during production from a split sample. Include producer's gradation results on sample card.	10 kg (25 lb.)	
	Coarse Aggregate	3137	Gradation: 1 per 75 m^3 (100 Cu yd) or fraction thereof. 1 per day of production or 3 per week, whichever is less.	1 gradation and 1 quality test per month during production from a split sample. Include producer's gradation results on sample card.	10 kg (25 lb.)	

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2506	5. Manholes and Catch Basins (Construction)	2506 3622	Field Inspection: Check for damage and defects. Check dimensions as required. Check for Producer's "Certified" stamp and signature on the certification document.			**Form 02415 or 2403** Product will be certified by producer or inspected, tested and stamped at source. Only spot checks are done by plant inspector. Make certain the invoice or certification document is signed and the product has the required markings. Maintain Form 2403 or 02415 in project records, showing source of materials and type and quantity used (bricks, blocks, precast, or combination).
2502	6. Drain Tile (Clay or Concrete)	3276	Visual Inspection	2 samples of each size from each source		
2502 2503	7. Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.			**Form 02415 or 2403** See Spec. 3245 for specific AASHTO or ASTM Pipe types are approved under this specification. If perforated, holes should be 5mm - 10 mm (3/16 - 3/8 inch) diameter, two rows for 4", and four rows for 6" diameter; approximately 75 mm (3 inches) on center.
2502	8. Corrugated Polyethylene Pipe – Single wall for edge drains, etc.	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.	No Laboratory tests required		**Form 02415 or 2403**
2503	9. Sewer Joint Sealing Compound	3724		One per shipment	0.5 liter (1 pt.)	
2412 2501 2503	10. Preformed Plastic Sealer for Pipe	3726 Type b		One from each source	0.3 m (1 ft)	
2412 2501 2503	11. Bituminous Mastic Joint Sealer for Pipe	3728	Visual Inspection	Sample, if questionable		

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2105	12. EPS Geofoam	Special Provisions	Visual Inspection Check for yellow aged material, uniformity and dimensions. Weigh 1'x1'x1' cut coupon to verify density every 200 m^3 (250 yd^3)			Form 02415 or 2403
2501 2503	13. Corrugated Polyethylene Pipe – Dual Wall, 12" – 48"	3247				For Specification 3247, Corrugated Polyethylene Pipe (HDPE) manufacturing facilities are required to be reviewed yearly and in compliance with AASHTO's National Transportation Product Evaluation Program (NTPEP) for producers of AASHTO M294 HDPE pipe. To determine if a pipe manufacturing plant is qualified, click on the following link for M294 pipe. http://archive.data.ntpep.org/nap/statusReport_Plastic Pipe.aspx If a plant has a compliant NTPEP audit for AASHTO M294 pipe at the time the pipe is manufactured, then the plant has met requirements. Note that a previous year's audit shall govern until NTPEP issues the next year's audit. A Certificate of Compliance shall be provided in accordance with Specification 1603.

IX. Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete (Cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes

2105
2411
2412
2501
2502
2511
2512
	14. Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Inspect for damage and uniformity of texture. Rolls of both geotextile and geotextile wrapped PE Tubing must be wrapped in UV protective plastic. (Usually Black). Obtain Certificate of Compliance	(a) 1 per project for pipe wrap or trench lining for Permeable base designs.
				
				(b) 1 per 50,000 yd^2 (40,000 m^2) or fraction thereof of each type fabric or geogrid for all other uses.
				
				(c) Sewn seam, if required, 1 per project minimum, additional as appropriate.
				
				Small Quantity Acceptance
				• For fabric totals less than 200 yd^2 (170 m^2)
				• No sampling required
				• Use Inspection Report for Small Quantities (Form 2403)
				• Check:
				  ○ Certificate of Compliance
				  ○ Identifying label on product
				  ○ Geotextile Small Quantity Acceptance List at
				
				http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf
					(a) 10 Lin. Ft. (3 m)
					
					(b) 4 yd^2 (3 m^2)*
					
					(c) 10 Lin. Ft. (3 m)**
						Certificate of Compliance shall state material identification (e.g. Propex 2002, Miragrid 8XT), and minimum average roll values (MARV) for all specified geotextile properties. MARV values must meet the Specification 3733 Types 1 through 7 requirements for the specific application. Submit copy of Certificate with material samples sent to the Materials Laboratory.
						
						Submit additional sample(s), if the manufacturer or model of geotextile or geogrid used changes during construction.
						
						Sampling shall be by random selection and no more than one sample shall be taken from an individual roll. For type 6 applications (including geogrids), submit pages of Special Provisions that list required material properties. (Type 6 requirements are job specific.) For Modular Block Walls or Reinforced Soil Slopes, submit page(s) of shop drawings that reference geogrid/geotextile to be used (product name) and/or required properties.
						
						* Do not sample first full turn of rolled product.
						** Seam sample to include approximately 3 ft (1 m) of geosynthetic material on each side of seam (in direction perpendicular to seam).

X. Brick, Stone, and Masonry Units

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2506	1. Brick A. Sewer (clay) and Building	3612 to 3615	Visual Inspection	One sample per 50,000 brick or fraction thereof	6 whole bricks	
2506	1. Brick B. Sewer (Concrete)*	3616	Visual Inspection	One sample per shipment.	6 whole bricks	* Air entrainment required. Obtain air content statement from supplier.
2506	2. Concrete Masonry Units A. For Sewer Construction	3621	Visual Inspection	One sample per shipment	6 whole units	Air entrainment required. Obtain air content statement from supplier.
2411	2. Concrete Masonry Units B. For Modular Block Retaining Walls	Special Provisions	Visual Inspection Check for cracks and broken corners	One sample per 10,000 units or fraction thereof, with a minimum of one sample per product (block) type per contract.*	5 whole units	All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements. * Wall units and cap units are considered separate block types.
2422	3. Reinforced Concrete Cribbing	3661	Concrete control tests Air Tests Visual Inspection if previously tested	One cylinder per 100 units, but not less than 5 cylinders for a given contract. Other materials as required herein.	150 x 300mm (6 x 12 in) Cylinders	Form 02415 or 2403 Will be stamped when inspected prior to shipment.
2511 2512 2577	4. Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection Submit Form 02415 unless special testing is specified			Form 02415 or 2403 Each source shall be approved by Project Engineer or Supervisor for quality, prior to use. For questions on quality, contact District Materials or Geology Unit.

XI. Electrical and Signal Equipment Items

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2545	1. Lighting Standards (Aluminum or Steel)	3811	Visual Inspection			The Fabricator shall submit "Certificate of Compliance", on a per project basis, to the Project Engineer..
2545 2550 2565	2. Hand Holes (Precast, PVC, and LLDPE)	2545 2550 2565				Form 02415 or 2403 Traffic signals and street lighting projects require handholes and frames and covers to be listed on the Mn/DOT Approved/Qualified Products List (A/QPL) for signal. For cast iron frame and cover: see VII.6, Drainage Castings
2545 2565	3. Foundation	2545	Slump as needed	1 cylinder per 20 m^3 (25 Cu. yd.)		Rebar is required in concrete foundations as specified in the Contract documents for all traffic signal and street lighting projects.
2402 2545 2565	4. Conduit and Fittings A. Metallic	3801 3802	Visual Inspection	None		Form 02415 or 2403 Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). Retain Form 02415 or 2403 in Project File
2545 2565	4. Conduit and Fittings B. Non-Metallic (Rigid and HDPE)	3803 Special Provisions	Visual Inspection			Form 02415 or 2403 Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). Retain Form 02415 or 2403 in Project File. For traffic signal and street lighting projects, specific requirements are contained in the Special Provisions for each project.
2545 2565	5a. Anchor bolts (cast in place)	2545 2565				See section VII, 7.
2545	5b. Anchorages (Drilled In)	2545				See section VII, 8.

XI. Electrical and Signal Equipment Items (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2545 2565	6. Miscellaneous Hardware	2545 2565	Visual Inspection	Sample critical items only. One of each item per shipment. (Critical Items are load bearing, structurally necessary items.)		Will carry "Inspected tag if sampled and tested prior to shipment. No sample necessary if "Inspected". Do not use if not tested. Field sample at sampling rate for laboratory testing. For traffic signal and street light lighting projects, various miscellaneous hardware is required to be listed on the Mn/DOT Signals and Lighting Approved/Qualified Products Lists (A/QPL). The Contract documents indicate which items must be on the Signals and/or Lighting APL.
2545 2550 2565	7. Cable and Conductors A. Power Conductors Loop Detector Conductors (No Tubing)	3815.2B1 3815.2B2(a)	Visual Inspection	None		Form 02415 or 2403 Make certain the conductors are the type specified. Submit Field Inspection report showing type and quantities used. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type where applicable.
2545 2550 2565	7. Cable and Conductors B. Electrical Cables and Single Conductors with Jacket	3815.2B2(b) 3815.2B3 3815.2B5 3815.2C1 3815.2C3 3815.2C4 3815.2C5 3815.2C6 3815.2C7 3815.2C8 3815.2C14 Special Provisions	Visual Inspection	1 sample per size per lot	1.5m (5 ft)	**Form 02415 or 2403** Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material certification from manufacturer. Do not use if not tested. Pre-inspected materials will not be tagged; an inspection report will be sent by the Mn/DOT inspector for each shipment. Project inspectors should verify that the shipping documents agree with this inspection report. Call Steve Grover at 651-366-5540 or Cindy Schellack at 651-366-5543 with questions. For traffic signal and street lighting projects, the Special Provisions for each project contain electrical cable and conductor specifications.
2545 2550 2565	7. Cable and Conductors C. Fiber Optic Cables	3815.2C13	Visual Inspection - verify make and model number as shown in Special Provisions	None		**Form 02415 or 2403** Fiber optic cables shall be listed on the Mn/DOT Approved/Qualified Products List (A/QPL) for Traffic Management Systems/ITS.

XI. Electrical and Signal Equipment Items (cont.)

Pay Item No.	Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Notes
2545 2565	8. Ground Rods	2545 2565	Visual Inspection	None.		**Form 02415 or 2403** Retain Form 02415 or 2403 in project file. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL).
2545	9. Luminaires and Lamps	3810				**Form 02415 or 2403** Traffic signal and street lighting projects require luminaries and lamps to be listed on the Mn/DOT Approved/Qualified Products List (A/QPL) for Lighting. The conductors shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type, where applicable.
2545	10. Electrical Systems					Electrical Systems are to be reported as a "System" using the Lighting, Signal, and Traffic Recorder Inspection Report. To be certified by the Project Engineer.
2565	11. Traffic Signal Systems	2565				Traffic Signal Systems are to be reported as a "System" using the Lighting, Signal, and Traffic Recorder Inspection Report. To be certified by the Project Engineer.

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch
A-S	Antiseepage
AB	Asbestos Bonded
ACT	Actuated
AGG	Aggregate
ALUM	Aluminum
ASB	Asbestos
ASPH	Asphaltic
ASSY	Assemblies
B+B	Balled & Burlapped
BC	Bituminous Coated
BIT	Bituminous
BLDG	Building
BR	Bridge
CAL	Caliper
CB	Catch Basin
CEM	Cement
C and G	Curb and Gutter
CI	Cast Iron
C-I-P	Cast-in-Place
CL	Class
COMM	Commercial
CONC	Concrete
COND	Conductor
CONN	Connection
CONST	Construct
CONT	Continuously
CP	Cattle Pass
CTD	Coated
CU FT	Cubic Feet
CU YD	Cubic Yard
CULV	Culvert
CWT	Hundred Weight
DES	Design
DBL	Double
DI	Drop Inlet
DIAM	Diameter
DRWY	Driveway
EXC	Excavation
EXP	Expansion
FAB	Fabric
FE	Fence
FERT	Fertilizer
F+I	Furnish & Install
FOUND	Foundation
FT LG	Feet Long
FURN	Furnish
GA	Gauge
GRAN	Granular
HI	High
INP	In Place
INST	Install
JA	Jacked
LIN FT	Linear Feet
LG	Long
MAINT	Maintenance
MATL	Material
MGM	1000 Board Feet
MET	Metal
MOD	Modification
MPA	Metal Pipe Arch
MTD	Mounted
NON MET	Non Metallic
NON PERF	Non-Perforated
NON REINF	Non-Reinforced
OH	Overhead
P-A	Pipe-Arch
PAVT	Pavement
PERF	Perofrated
PL	Plate
PNEUM	Pneumatic
PREC	Precast
PREST	Prestressed
PVC	Poly Vinyl Chloride
RCPA	Reinforced Concrete Pipe Arch
REINF	Reinforced
RELO	Relocation
RESTOR	Restoration
RMC	Rigid Metallic Conduit
RNMC	Rigid Non Metallic Conduit
RDWY	Roadway
S-G	Sand & Gravel
SIG	Signal
SPE	Special
SQ FT	Square Feet
SQ YD	Square Yard
STA	Station
STD	Standard
STL	Steel
STKPL	Stockpile
STR	Strength
STRUCT	Structural
SPPA	Structural Plate Pipe Arch
SYS	System
T	Traffic
TBR	Timber
TEMP	Temporary
THERMO	Thermoplastic
TRTD	Treated
UNDERGRD	Underground
UNTRTD	Untreated
VAR	Variable
VM	Vehicular Measure
WEAR	Wearing

INSURANCE

The contractor shall not commence work under this contract until he has obtained the following insurance, and such insurance has been approved by the Blue Earth County Attorney.

The Contractor shall deposit with the County Auditor the original, or a certified duplicate copy thereof as applicable to this project, of the Public Liability and Property Damage Insurance and Extended Coverage Policies, required hereunder. The Contractor shall furnish the County with a certificate of insurance from the insurance company issuing the policies as is herein required. All policies shall remain in force and effect on thirty days written notice to the County Auditor before cancellation. The above insurance policies shall be submitted at the same time as the contract and bond as provided in Minn. Statutes 1306.

The Contractor shall procure and maintain during the life of the Contract and until the Contract has been fully accepted, insurance policies in accordance with Minnesota Department of Transportation Standard Specifications for Construction 2005 Edition, the project Special Provisions, and as follows:

(A) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: For and on behalf of himself, the County of Blue Earth as joint assureds, and with a cross- liability endorsement protection of the County of Blue Earth from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise by the Contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

Said Public Liability and Public Property Damage Insurance Policy shall provide that the insurance company waives the right to assert the immunity of the County as a defense to any claims made under said insurance.

The amount of such insurance will be as follows: Public Liability Insurance in an amount of not less than Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to, or death of one person and subject to the same limit for each person in a total amount of not less than Two Million Dollars ($2,000,000.00) on account of one accident, and property damage insurance in an amount not less than Two Million Dollars ($2,000,000.00) for all damages to or destruction of property in any one accident and subject to that limit, a total limit of Two Million Dollars ($2,000,000.00) for all damages to or destruction of property during the policy period.

(B) WORKER'S COMPENSATION INSURANCE: For all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all his employees in accordance with the Minnesota Department of Transportation Standard Specifications for Construction 2005 Edition and the project Special Provisions.

(C) AUTOMOBILE PUBLIC LIABILITY INSURANCE: Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to, or death of one person, and subject to that limit for each person, a total of Two Million Dollars ($2,000,000.00) for all damages to or destruction of property in any one accident and subject to that limit, a total of Two Million Dollars ($2,000,000.00) for all damages to or destruction of property during the policy period, if any motor vehicles are engaged in operations within the term of the contract on the site of work covering the use of all such motor vehicles unless such coverage is included in the insurance provided for under subsection "A" hereof.

(1714) RESPONSIBILITY FOR DAMAGE CLAIMS
The first paragraph of 1714 is revised to read as follows:

The Contractor shall indemnify and save harmless the State of Minnesota, the County of Blue Earth, their officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order or decree.

AFFIDAVIT OF NON-COLLISION

BIDDER _____

ADDRESS _____

I hereby swear (or affirm) under the penalty of perjury:

(1) That I am the bidder, (if the bidder is an individual), a partner in the bidder, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

(2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

(3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids;

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me

this_____ day of _____, _____

Notary Public

My Commission Expires _____

PROOF OF WORKER'S COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished , upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a $1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name _____
(NOT the insurance agent)

Policy Number or Self-insurance Permit Number: _____

Dates of Coverage: _____

(or)

I am not required to have worker's compensation liability coverage because:

( ) I have no employees covered by the law.

( ) Other (Specify)_____

_____

_____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS, AND WORKER'S COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

_____
(SIGNATURE)

ATTACHMENT
CM 32-34 March 26, 1969

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE BIDDER.

The bidder hereby certifies the he/she has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are exempt from the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

_____
(name of person, partnership or corporation submitting this proposal)

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

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

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

Signed: _____
(bidder or his authorized representative)

6/6/2011

Contract No.: 107163

Blue Earth
Schedule Of Prices By Category By Contract Projects

Project Number: SP 007-612-019

Project Title or Road Number: Contract No.: 107163 - SP 007-612-019 - CSAH 12 South Highway 14 Bridge Embankment

Work Type: SP 007-612-019 - Grading and Drainage

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
Project SP 007-612-019					
BASE BID					
2021.501	MOBILIZATION	LUMP SUM	1.00		
2105.602	PIEZOMETER	EACH	9.00		
2105.602	SETTLEMENT PLATES	EACH	7.00		
2105.603	WICK DRAIN	LIN FT	376,442.00		
2106.605	SUBSOILING	ACRE	4.00		
2106.607	EXCAVATION - COMMON (P)	CU YD	169,005.00		
2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	288,570.00		
2106.607	EXCAVATION - SPECIAL	CU YD	4,056.00		
2106.607	SELECT GRANULAR EMBANKMENT MODIFIED 5% (CV) (P)	CU YD	28,486.00		
2451.507	GRANULAR BEDDING (CV)	CU YD	15.00		
2501.511	18" CS PIPE CULVERT	LIN FT	72.00		
2501.515	18" GS PIPE APRON	EACH	2.00		
2501.515	18" RC PIPE APRON	EACH	1.00		
2501.515	24" RC PIPE APRON	EACH	2.00		
2501.525	28" SPAN RC PIPE-ARCH APRON	EACH	2.00		
2501.525	44" SPAN RC PIPE-ARCH APRON	EACH	1.00		
2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	44.00		
2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	410.00		
2503.603	28" SPAN RC PIPE-ARCH SEWER DESIGN 3006 CLASS IIA	LIN FT	6.00		
2503.603	44" SPAN RC PIPE-ARCH SEWER DESIGN 3006 CLASS IIA	LIN FT	4.00		

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	12.00		
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	7.00		
2506.516	CASTING ASSEMBLY	EACH	2.00		
2511.501	RANDOM RIPRAP CLASS III	CU YD	34.00		
2563.601	TRAFFIC CONTROL	LUMP SUM	1.00		
2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	100.00		
2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	3,600.00		
2573.512	TEMPORARY DITCH CHECK TYPE 2	LIN FT	30.00		
2573.530	STORM DRAIN INLET PROTECTION	EACH	1.00		
2573.540	FILTER LOG TYPE STRAW BIOROLL	LIN FT	500.00		
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00		
2575.501	SEEDING	ACRE	33.00		
2575.502	SEED MIXTURE 150	POUND	200.00		
2575.502	SEED MIXTURE 250	POUND	1,705.00		
2575.502	SEED MIXTURE 310	POUND	269.00		
2575.511	MULCH MATERIAL TYPE 1	TON	65.00		
2575.519	DISK ANCHORING	ACRE	33.00		
2575.532	FERTILIZER TYPE 1	POUND	9,673.00		
2575.560	HYDRAULIC SOIL STABILIZER TYPE 5	POUND	10,000.00		
				Total BASE BID	
				SP 007-612-019 Project Total	
				Grand Total	

Bidder Name: _____

Bidder Address: _____

_____

Bidder Phone: _____

Bidder Signature: _____ **Date:** _____

Form 21126D (Rev. 2-90)

State Project No. 007-612-019

GRAND TOTAL $_____

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the Blue Earth County Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: Our firm will meet a minimum goal of ____% of this contract to Disadvantaged Business Enterprises. A bidder who fails to indicate a specific goal above must fulfill the total goals indicated in the proposal.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in this proposal which must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. _____ Dated

Addendum No. ____ Dated _____ Addendum No. _____ Dated

Signed

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the ____ day of _____, 20

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

doing business under the name and style of

Signed: _____, for _____ a partnership.

NAME BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of Minnesota

Name of President _____ Business Address

Name of Vice-President _____ Business Address

Name of Secretary _____ Business Address

Name of Treasurer _____ Business Address

(NOTE: Signatures shall comply with 1206 of the Specifications.)