



City of Fergus Falls Committee of the Whole Agenda

October 13, 2021

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Chamber of Commerce 150th Anniversary Update
Lisa Workman
2. Joint Planning Commission/City Council Zoning Code Subcommittee
Karin Flom
Requested Action: Recommendation to the authorizing the Planning Commission to create a subcommittee to study a zoning ordinance change for group living situations and designate two City Council members to serve on the subcommittee
3. PI 9768 Change Order
Brian Yavarow
Requested Action: Recommendation to the council to approve a change order to PI 9768 for prevailing wages
4. PI No. 9768 - Downtown & Riverfront Balcony and River Bank Enhancement and Stabilization Project, Phase 1
Brian Yavarow
Requested Action: Recommendation to the council to accept Proposal Request No. 4 –Building downspout connections in the amount of \$3,874.50/each
5. WestRidge Mall Agreement
Brian Yavarow/Rolf Nycklemoe
Requested Action: Recommendation to the council to consider a modification to the Development Agreement for the WestRidge Mall
6. Façade Loan for TG Property
Klara Beck
Requested Action: Recommendation to the council to approve a \$5,560 façade loan to TG Property, LLC

7. Economic Development Loan

Klara Beck

Requested Action: Recommendation to the council to approve a \$28,000 Economic Development Loan to Bill and Leanne Meis, on behalf of the Flower Mill

D. Additional Agenda Items

E. Announcements

October 18	4:00 pm	Joint Work Session with City Council and Port Authority: Economic Development Policy
	5:30 pm	City Council meeting

Adjourn



Committee of the Whole Memorandum

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Meeting Date: October 13, 2021 – Committee of the Whole

Subject: Joint Planning Commission/City Council Zoning Code Subcommittee

Recommendation: Authorize the Planning Commission to create a subcommittee to study a zoning ordinance change for group living situations and designate two City Council members to serve on the subcommittee.

Background/Key Points: Earlier this summer, a community organization (“Welcome House”) sought to purchase a single family detached dwelling zoned R-1, One-Family Residence District. They wanted to provide transitional housing. The rooms would be rented out and the kitchen and bathroom facilities would be shared by all residents. The proposed use would have had more than five unrelated people living together and therefore was not considered a permitted use in the R-1 zone. The use also did not qualify as a state licensed residential facility which would have allowed them to apply for a conditional use permit.

The organization addressed the Planning Commission at its July 26, 2021 meeting to discuss the zoning barriers to their proposed project. At that meeting the Planning Commission directed staff to research a zoning text ordinance update to accommodate group homes which do not meet the definition of a state licensed residential facility. This requested research was presented to the Planning Commission at the August and September meetings.

Due to the complexity of the topic, the length between Planning Commission meetings, and the limited time during the meetings, it was suggested to explore forming a subcommittee dedicated to this topic. This subcommittee would identify the city’s priorities in a zoning code update such as determining the scope of changes, appropriate locations and zoning districts for the use, definitions, number of people who could reside in such a facility, etc. and bring a discussion draft of an ordinance update to the Planning Commission. Because the ordinance would eventually come before the City Council, the Planning Commission also wanted to explore the possibility of having a few City Council members on the subcommittee.

In consultation with the City Attorney, it was determined a Planning Commission subcommittee would need to be authorized by the City Council. It is also possible for members of the Council to serve on the subcommittee in addition to Planning Commission members. Subcommittee meetings would be subject to Minnesota open meeting law.

The purpose of this item at the October 13 Committee of the Whole meeting is to answer questions as well as identify approximately two City Council volunteers for the subcommittee. Official Council action creating the subcommittee and naming the City Council volunteers would be on the October 18 City Council agenda.

Planning Commission materials on this topic can be found in the July, August, and September 2021 meeting packets online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission>.

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner



Real People. Real Solutions.

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Bolton-Menk.com

October 5, 2021

Mr. Brian Yavarow
City of Fergus Falls
112 W Washington Avenue
Fergus Falls Minnesota 56537

RE: Downtown Riverfront Improvements Phase 1
City of Fergus Falls, Minnesota
BMI Project No. D15.116888

Dear Brian:

As we have previously discussed, the Downtown Riverfront Improvements Phase 1 project received funding from the State of Minnesota, and prevailing wages are required to be incorporated into the contract. The enclosed Change Order 1 adds the prevailing wage provisions into the contract. It also adjusts the contract unit prices to reflect the prevailing wages that the Contractor is required to pay on the project.

This Change Order increases the contract amount by \$662,616.00. The contract price after incorporating this Change Order will be \$3,876,216.00. We have reviewed the Contractor's documentation for the price increases, and we recommend approval of the Change Order.

Please contact me at Kent.Louwagie@bolton-menk.com or 320-905-5446 with any questions or concerns.

Sincerely,

Bolton & Menk, Inc.

Kent Louwagie, P.E.

Principal Engineer

Enclosures

CHANGE ORDER NO.: 1


Owner:	City of Fergus Falls	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	D15.116888
Contractor:	Comstock Construction of Minnesota	Contractor's Project No.:	
Project:	Downtown Riverfront Improvements Phase 1		
Contract Name:			
Date Issued:	10/4/2021	Effective Date of Change Order:	5/3/2021

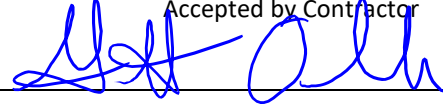
The Contract is modified as follows upon execution of this Change Order:

Description: Incorporate State Prevailing Wages and associated provisions into the contract.

Attachments: Schedule of Unit Prices – Revision 1
 State Funded Construction Contracts Special Provisions Division A – Labor
 State Prevailing Wages – Highway and Heavy
 State Prevailing Wages – Commercial
 Truck Rental Rates
 Equal Employment Opportunity (EEO) Special Provisions (pages 1-22)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,213,600.00</u>	Original Contract Times: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. : \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>3,213,600.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>
Increase this Change Order: \$ <u>662,616.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>3,876,216.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>

Recommended by Engineer (if required)
 By: 
 Title: Principal Engineer
 Date: 10/4/2021

Accepted by Contractor

Project Manager
10/5/2021

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)
 NA

 NA

 NA

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1
 CITY OF FERGUS FALLS, MN
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID - ORIGINAL CONTACT UNIT PRICES						
1	MOBILIZATION		1	LS	\$ 237,249.90	\$ 237,249.90
2	CLEARING		38	TREE	\$ 160.00	\$ 6,080.00
3	GRUBBING		38	TREE	\$ 160.00	\$ 6,080.00
4	REMOVE HYDRANT		2	EA	\$ 265.00	\$ 530.00
5	REMOVE CONCRETE CURB		1000	LF	\$ 3.70	\$ 3,700.00
6	REMOVE SIGN		27	EA	\$ 42.00	\$ 1,134.00
7	REMOVE WATERMAIN		115	LF	\$ 4.00	\$ 460.00
8	SALVAGE BIKE RACK		1	EA	\$ 180.00	\$ 180.00
9	REMOVE SEWER PIPE (STORM)		150	LF	\$ 8.50	\$ 1,275.00
10	REMOVE DRAINAGE STRUCTURE		3	EA	\$ 318.00	\$ 954.00
11	REMOVE CASTING		11	EA	\$ 53.00	\$ 583.00
12	REMOVE BOLLARD		31	EA	\$ 80.00	\$ 2,480.00
13	REMOVE FENCE		13	LF	\$ 13.00	\$ 169.00
14	SAWING CONCRETE PAVEMENT (FULL DEPTH)		105	LF	\$ 4.00	\$ 420.00
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		155	LF	\$ 3.00	\$ 465.00
16	REMOVE CONCRETE PAVEMENT		790	SY	\$ 8.40	\$ 6,636.00
17	REMOVE BITUMINOUS PAVEMENT		9100	SY	\$ 2.40	\$ 21,840.00
18	REMOVE RETAINING WALL BLOCK		325	SF	\$ 27.00	\$ 8,775.00
19	REMOVE BURIED CONCRETE DEBRIS	(EV)	100	CY	\$ 26.00	\$ 2,600.00
20	SALVAGE & REINSTALL SIGN SPECIAL		1	EA	\$ 265.00	\$ 265.00
21	SALVAGE & REINSTALL EXISTING DRYSTACK RETAINING WALL		600	SF	\$ 25.00	\$ 15,000.00
22	COMMON EXCAVATION	(P) (EV)	5249	CY	\$ 14.00	\$ 73,486.00
23	SUBGRADE EXCAVATION	(EV)	787	CY	\$ 14.00	\$ 11,018.00
24	STABILIZING AGGREGATE	(CV)	787	CY	\$ 56.00	\$ 44,072.00
25	BUILDING SUBGRADE EXCAVATION	(EV)	5000	CY	\$ 13.00	\$ 65,000.00
26	BUILDING ENGINEERED FILL	(CV)	5000	CY	\$ 19.00	\$ 95,000.00
27	STRUCTURAL SOIL BORROW	(CV)	245	CY	\$ 100.00	\$ 24,500.00
28	WATER (DUST CONTROL)		50	MGAL	\$ 140.00	\$ 7,000.00
29	WATER (TURF ESTABLISHMENT)		50	MGAL	\$ 48.00	\$ 2,400.00
30	AGGREGATE BASE CLASS 5		4215	TON	\$ 17.00	\$ 71,655.00
31	DRILL & GROUT REINF BARS		1785	EA	\$ 19.00	\$ 33,915.00
32	BITUMINOUS MATERIAL FOR TACK COAT		490	GAL	\$ 3.00	\$ 1,470.00
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)		555	TON	\$ 74.00	\$ 41,070.00
34	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)		920	TON	\$ 72.00	\$ 66,240.00
35	BITMINOUS PATCH		100	SY	\$ 18.00	\$ 1,800.00
36	GEOTEXTILE FABRIC TYPE 5 WOVEN		5000	SY	\$ 2.25	\$ 11,250.00
37	6" CONCRETE WALK		12968	SF	\$ 9.40	\$ 121,899.20
38	6" CONCRETE WALK SPECIAL 1		5088	SF	\$ 21.00	\$ 106,848.00
39	6" CONCRETE WALK SPECIAL 2		3388	SF	\$ 19.00	\$ 64,372.00
40	REINFORCED POURED-IN-PLACE CONCRETE RETAINING WALL		1	LS	\$ 43,250.00	\$ 43,250.00
41	ELECTRIC RECEPTACLE WITH STANCHION		11	EA	\$ 860.00	\$ 9,460.00
42	USB CHARGING PEDESTAL		2	EA	\$ 3,600.00	\$ 7,200.00

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1
 CITY OF FERGUS FALLS, MN
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

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(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
43	6" PVC STORM		105	LF	\$ 31.40	\$ 3,297.00
44	ROOF DRAIN CONNECTION ASSEMBLY		2	EA	\$ 570.00	\$ 1,140.00
45	8" PVC PIPE SEWER (SDR 26)		394	LF	\$ 80.00	\$ 31,520.00
46	15" STORM PIPE		84	LF	\$ 66.00	\$ 5,544.00
47	12" STORM PIPE		298	LF	\$ 59.00	\$ 17,582.00
48	CONNECT TO EXISTING SANITARY STRUCTURE		1	EA	\$ 2,225.00	\$ 2,225.00
49	CONNECT TO EXISTING DRAINAGE STRUCTURE		4	EA	\$ 1,600.00	\$ 6,400.00
50	HYDRANT		1	EA	\$ 5,400.00	\$ 5,400.00
51	6" GATE VALVE AND BOX		1	EA	\$ 1,900.00	\$ 1,900.00
52	2" CORPORATION STOP		1	EA	\$ 890.00	\$ 890.00
53	2" DRAINBACK CURB STOP AND BOX		1	EA	\$ 1,100.00	\$ 1,100.00
54	CONNECT TO EXISTING WATERMAIN		3	EA	\$ 900.00	\$ 2,700.00
55	2" PE SERVICE PIPE		300	LF	\$ 34.00	\$ 10,200.00
56	6" WATERMAIN		106	LF	\$ 54.00	\$ 5,724.00
57	WATERMAIN FITTINGS		165	LB	\$ 19.00	\$ 3,135.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		11.98	LF	\$ 680.00	\$ 8,146.40
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		16.36	LF	\$ 700.00	\$ 11,452.00
60	MH PIPE SKIMMER		2	EA	\$ 1,800.00	\$ 3,600.00
61	TRENCH DRAIN		100	LF	\$ 190.00	\$ 19,000.00
62	CLEANOUT		1	EA	\$ 212.00	\$ 212.00
63	CASTING ASSEMBLY (SANITARY)		3	EA	\$ 900.00	\$ 2,700.00
64	CASTING ASSEMBLY (STORM)		16	EA	\$ 1,210.00	\$ 19,360.00
65	INSTALL MANHOLE (SANITARY)		9.2	LF	\$ 940.00	\$ 8,648.00
66	CONSTRUCT DRAINAGE STRUCTURE (2'X3' CATCHBASIN)		20.56	LF	\$ 550.00	\$ 11,308.00
67	ADJUST DRAINAGE STRUCTURE SPECIAL 1	(2)	1	EA	\$ 1,200.00	\$ 1,200.00
68	ADJUST DRAINAGE STRUCTURE SPECIAL 2	(3)	2	EA	\$ 2,700.00	\$ 5,400.00
69	6" CONCRETE WALK (PEDESTRIAN RAMP)		750	SF	\$ 16.50	\$ 12,375.00
70	4" CONCRETE WALK		4000	SF	\$ 6.50	\$ 26,000.00
71	CONCRETE CURB AND GUTTER (B618)		1450	LF	\$ 30.00	\$ 43,500.00
72	CONCRETE CURB AND GUTTER (SURMOUNTABLE)		450	LF	\$ 27.60	\$ 12,420.00
73	CONCRETE CURB AND GUTTER (V-CURB)		420	LF	\$ 51.00	\$ 21,420.00
74	8" CONCRETE DRIVEWAY PAVEMENT		290	SY	\$ 88.00	\$ 25,520.00
75	8" VALLEY GUTTER		380	LF	\$ 46.00	\$ 17,480.00
76	TRUNCATED DOMES		236	SF	\$ 69.00	\$ 16,284.00
77	BENCH TYPE 1, 6' BACKLESS		5	EA	\$ 1,300.00	\$ 6,500.00
78	BENCH TYPE 2, 6' WITH BACK		2	EA	\$ 1,500.00	\$ 3,000.00
79	BENCH TYPE 3, 8' WITH BACK		2	EA	\$ 1,600.00	\$ 3,200.00
80	LIMESTONE BENCH, 18"X18"X4'		5	EA	\$ 1,110.00	\$ 5,550.00
81	LIMESTONE BLOCK, 18"X18"X18"		24	EA	\$ 650.00	\$ 15,600.00
82	WASTE RECEPTACLE		3	EA	\$ 1,600.00	\$ 4,800.00
83	WAYFINDING KIOSK		1	EA	\$ 31,800.00	\$ 31,800.00
84	UPLIGHT ON CONCRETE BASE		6	EA	\$ 1,550.00	\$ 9,300.00
85	2" NON-METALLIC CONDUIT	(1)	925	LF	\$ 5.00	\$ 4,625.00
86	FENCE DESIGN SPECIAL (TYPE A)		450	LF	\$ 212.00	\$ 95,400.00

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1
 CITY OF FERGUS FALLS, MN
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

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ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
87	TRAFFIC CONTROL		1	LS	\$ 6,400.00	\$ 6,400.00
88	SIGN TYPE C		15.25	SF	\$ 160.00	\$ 2,440.00
89	DECIDUOUS TREE, 2.5" CAL. B&B		17	TREE	\$ 470.00	\$ 7,990.00
90	DECIDUOUS TREE, 6' HT. B&B		6	TREE	\$ 403.00	\$ 2,418.00
91	DECIDUOUS SHRUB, #5 CONT.		76	SHRB	\$ 51.00	\$ 3,876.00
92	VINE, #1 CONT.		45	VINE	\$ 34.00	\$ 1,530.00
93	ORNAMENTAL GRASS, #1 CONT.		358	PLT	\$ 23.00	\$ 8,234.00
94	PERENNIAL, #1 CONT.		216	PLT	\$ 18.00	\$ 3,888.00
95	TREE GRATE WITH FRAME		7	EA	\$ 2,700.00	\$ 18,900.00
96	STORM DRAIN INLET PROTECTION		21	EA	\$ 117.00	\$ 2,457.00
97	RAPID STABILIZATION METHOD 3		3000	SY	\$ 1.75	\$ 5,250.00
98	STABILIZED CONSTRUCTION EXIT		2	EA	\$ 2,600.00	\$ 5,200.00
99	SILT FENCE		400	LF	\$ 2.00	\$ 800.00
100	SEDIMENT CONTROL LOG TYPE COMPOST		800	LF	\$ 2.30	\$ 1,840.00
101	SHREDDED HARDWOOD MULCH, TYPE 6		40	CY	\$ 80.00	\$ 3,200.00
102	PAVT MSSG - TEMP PAINT (HANDICAP)		6	EA	\$ 80.00	\$ 480.00
103	PAVT MSSG - TEMP PAINT (BIKE)		1	EA	\$ 96.00	\$ 96.00
104	4" BROKEN YELLOW-TEMP PAINT		35	LF	\$ 1.10	\$ 38.50
105	4" SOLID LINE WHITE-TEMP PAINT		3350	LF	\$ 0.60	\$ 2,010.00
106	PAVT MSSG - PREF THERMO (GR IN) (HANDICAP)		6	EA	\$ 360.00	\$ 2,160.00
107	PAVT MSSG - PREF THERMO (GR IN) (BIKE)		1	EA	\$ 425.00	\$ 425.00
108	4" BROKEN YELLOW-EPOXY		35	LF	\$ 3.00	\$ 105.00
109	4" SOLID LINE WHITE-EPOXY		3350	LF	\$ 2.00	\$ 6,700.00
110	TOPSOIL BORROW (SPECIAL)	(LV)	150	CY	\$ 27.00	\$ 4,050.00
111	DONOR INTERPRETIVE COLUMN WITH PLAQUE		1	LS	\$ 11,000.00	\$ 11,000.00
112	LIMESTONE BOULDER, NATURAL STACKING		10	EA	\$ 1,300.00	\$ 13,000.00
113	ENTRY ARCHWAY		2	EA	\$ 77,500.00	\$ 155,000.00
114	NATIVE SEED MIX		1500	SY	\$ 2.00	\$ 3,000.00
115	STRING LIGHTS W/ POLES		1	LS	\$ 37,100.00	\$ 37,100.00
116	SITE ELECTRICAL		1	LS	\$ 18,700.00	\$ 18,700.00
117	MARKET STRUCTURE WITH RESTROOM/STORAGE BUILDING		1	LS	\$ 935,774.00	\$ 935,774.00
118	PICNIC TABLE	(4)	4	EA	\$ 2,775.00	\$ 11,100.00
119	ELECTRICAL (3 SEASON PORTION OF THE STRUCTURE)	(4)	1	LS	\$ 26,000.00	\$ 26,000.00
120	MARKET STRUCTURE OVERHEAD GARAGE DOOR	(4)	7	EA	\$ 9,300.00	\$ 65,100.00
121	WATER SYSTEM (3 SEASON OVERHEAD WATER SYSTEM)	(4)	1	LS	\$ 16,000.00	\$ 16,000.00
122	HEAT SOURCE (3 SEASON HEAT SYSTEM)	(4)	1	LS	\$ 30,000.00	\$ 30,000.00
123	DUMPSTER PAD & SCREEN FENCE	(4)	5	EA	\$ 5,000.00	\$ 25,000.00
124	IRRIGATION SYSTEM	(4)	1	LS	\$ 12,000.00	\$ 12,000.00
Total Amount Original Contract =						\$ 3,213,600.00

UNIT PRICE ADJUSTMENT DUE TO PREVAILING WAGES

1	MOBILIZATION		1	LS	\$ 45,736.95	\$ 45,736.95
2	CLEARING		38	TREE	\$ 104.00	\$ 3,952.00
3	GRUBBING		38	TREE	\$ 104.00	\$ 3,952.00

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1

CITY OF FERGUS FALLS, MN

BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

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ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
4	REMOVE HYDRANT		2	EA	\$ 175.00	\$ 350.00
5	REMOVE CONCRETE CURB		1000	LF	\$ 2.50	\$ 2,500.00
6	REMOVE SIGN		27	EA	\$ 6.00	\$ 162.00
7	REMOVE WATERMAIN		115	LF	\$ 3.05	\$ 350.75
8	SALVAGE BIKE RACK		1	EA	\$ -	\$ -
9	REMOVE SEWER PIPE (STORM)		150	LF	\$ 5.60	\$ 840.00
10	REMOVE DRAINAGE STRUCTURE		3	EA	\$ 212.00	\$ 636.00
11	REMOVE CASTING		11	EA	\$ 35.00	\$ 385.00
12	REMOVE BOLLARD		31	EA	\$ 52.00	\$ 1,612.00
13	REMOVE FENCE		13	LF	\$ 8.00	\$ 104.00
14	SAWING CONCRETE PAVEMENT (FULL DEPTH)		105	LF	\$ 2.20	\$ 231.00
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		155	LF	\$ 1.85	\$ 286.75
16	REMOVE CONCRETE PAVEMENT		790	SY	\$ 5.60	\$ 4,424.00
17	REMOVE BITUMINOUS PAVEMENT		9100	SY	\$ 1.65	\$ 15,015.00
18	REMOVE RETAINING WALL BLOCK		325	SF	\$ 1.00	\$ 325.00
19	REMOVE BURIED CONCRETE DEBRIS	(EV)	100	CY	\$ 7.00	\$ 700.00
20	SALVAGE & REINSTALL SIGN SPECIAL		1	EA	\$ 40.00	\$ 40.00
21	SALVAGE & REINSTALL EXISTING DRystack RETAINING WALL		600	SF	\$ 5.00	\$ 3,000.00
22	COMMON EXCAVATION	(P) (EV)	5249	CY	\$ 9.00	\$ 47,241.00
23	SUBGRADE EXCAVATION	(EV)	787	CY	\$ 9.00	\$ 7,083.00
24	STABILIZING AGGREGATE	(CV)	787	CY	\$ 6.00	\$ 4,722.00
25	BUILDING SUBGRADE EXCAVATION	(EV)	5000	CY	\$ 10.00	\$ 50,000.00
26	BUILDING ENGINEERED FILL	(CV)	5000	CY	\$ 11.70	\$ 58,500.00
27	STRUCTURAL SOIL BORROW	(CV)	245	CY	\$ 1.00	\$ 245.00
28	WATER (DUST CONTROL)		50	MGAL	\$ 84.00	\$ 4,200.00
29	WATER (TURF ESTABLISHMENT)		50	MGAL	\$ 0.80	\$ 40.00
30	AGGREGATE BASE CLASS 5		4215	TON	\$ 6.20	\$ 26,133.00
31	DRILL & GROUT REINF BARS		1785	EA	\$ 1.15	\$ 2,052.75
32	BITUMINOUS MATERIAL FOR TACK COAT		490	GAL	\$ -	\$ -
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)		555	TON	\$ 6.00	\$ 3,330.00
34	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)		920	TON	\$ 4.00	\$ 3,680.00
35	BITMINOUS PATCH		100	SY	\$ 2.50	\$ 250.00
36	GEOTEXTILE FABRIC TYPE 5 WOVEN		5000	SY	\$ 1.05	\$ 5,250.00
37	6" CONCRETE WALK		12968	SF	\$ 1.60	\$ 20,748.80
38	6" CONCRETE WALK SPECIAL 1		5088	SF	\$ -	\$ -
39	6" CONCRETE WALK SPECIAL 2		3388	SF	\$ 1.00	\$ 3,388.00
40	REINFORCED POURED-IN-PLACE CONCRETE RETAINING WALL		1	LS	\$ 16,150.00	\$ 16,150.00
41	ELECTRIC RECEPTACLE WITH STANCHION		11	EA	\$ 41.00	\$ 451.00
42	USB CHARGING PEDESTAL		2	EA	\$ 100.00	\$ 200.00
43	6" PVC STORM		105	LF	\$ 17.60	\$ 1,848.00
44	ROOF DRAIN CONNECTION ASSEMBLY		2	EA	\$ -	\$ -
45	8" PVC PIPE SEWER (SDR 26)		394	LF	\$ 46.00	\$ 18,124.00
46	15" STORM PIPE		84	LF	\$ 25.00	\$ 2,100.00
47	12" STORM PIPE		298	LF	\$ 24.00	\$ 7,152.00

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1
 CITY OF FERGUS FALLS, MN
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
48	CONNECT TO EXISTING SANITARY STRUCURE		1	EA	\$ 1,475.00	\$ 1,475.00
49	CONNECT TO EXISTING DRAINAGE STRUCTURE		4	EA	\$ 1,040.00	\$ 4,160.00
50	HYDRANT		1	EA	\$ 825.00	\$ 825.00
51	6" GATE VALVE AND BOX		1	EA	\$ 300.00	\$ 300.00
52	2" CORPORATION STOP		1	EA	\$ 310.00	\$ 310.00
53	2" DRAINBACK CURB STOP AND BOX		1	EA	\$ 300.00	\$ 300.00
54	CONNECT TO EXISTING WATERMAIN		3	EA	\$ 400.00	\$ 1,200.00
55	2" PE SERVICE PIPE		300	LF	\$ 14.00	\$ 4,200.00
56	6" WATERMAIN		106	LF	\$ 28.00	\$ 2,968.00
57	WATERMAIN FITTINGS		165	LB	\$ 8.00	\$ 1,320.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		11.98	LF	\$ 300.00	\$ 3,594.00
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		16.36	LF	\$ 300.00	\$ 4,908.00
60	MH PIPE SKIMMER		2	EA	\$ 600.00	\$ 1,200.00
61	TRENCH DRAIN		100	LF	\$ -	\$ -
62	CLEANOUT		1	EA	\$ -	\$ -
63	CASTING ASSEMBLY (SANITARY)		3	EA	\$ 165.00	\$ 495.00
64	CASTING ASSEMBLY (STORM)		16	EA	\$ 180.00	\$ 2,880.00
65	INSTALL MANHOLE (SANITARY)		9.2	LF	\$ 310.00	\$ 2,852.00
66	CONSTRUCT DRAINAGE STRUCTURE (2'X3' CATCHBASIN)		20.56	LF	\$ 200.00	\$ 4,112.00
67	ADJUST DRAINAGE STRUCTURE SPECIAL 1	(2)	1	EA	\$ 700.00	\$ 700.00
68	ADJSUT DRAINAGE STRUCTURE SPECIAL 2	(3)	2	EA	\$ 740.00	\$ 1,480.00
69	6" CONCRETE WALK (PEDESTRIAN RAMP)		750	SF	\$ 0.50	\$ 375.00
70	4" CONCRETE WALK		4000	SF	\$ 1.50	\$ 6,000.00
71	CONCRETE CURB AND GUTTER (B618)		1450	LF	\$ 4.00	\$ 5,800.00
72	CONCRETE CURB AND GUTTER (SURMOUNTABLE)		450	LF	\$ 5.40	\$ 2,430.00
73	CONCRETE CURB AND GUTTER (V-CURB)		420	LF	\$ -	\$ -
74	8" CONCRETE DRIVEWAY PAVEMENT		290	SY	\$ 4.00	\$ 1,160.00
75	8" VALLEY GUTTER		380	LF	\$ 2.00	\$ 760.00
76	TRUNCATED DOMES		236	SF	\$ 1.00	\$ 236.00
77	BENCH TYPE 1, 6' BACKLESS		5	EA	\$ 240.00	\$ 1,200.00
78	BENCH TYPE 2, 6' WITH BACK		2	EA	\$ 220.00	\$ 440.00
79	BENCH TYPE 3, 8' WITH BACK		2	EA	\$ 200.00	\$ 400.00
80	LIMESTONE BENCH, 18"X18"X4'		5	EA	\$ 290.00	\$ 1,450.00
81	LIMESTONE BLOCK, 18"X18"X18"		24	EA	\$ 100.00	\$ 2,400.00
82	WASTE RECEPTACLE		3	EA	\$ 133.00	\$ 399.00
83	WAYFINDING KIOSK		1	EA	\$ 1,700.00	\$ 1,700.00
84	UPLIGHT ON CONCRETE BASE		6	EA	\$ -	\$ -
85	2" NON-METALLIC CONDUIT	(1)	925	LF	\$ -	\$ -
86	FENCE DESIGN SPECIAL (TYPE A)		450	LF	\$ 18.00	\$ 8,100.00
87	TRAFFIC CONTROL		1	LS	\$ 1,800.00	\$ 1,800.00
88	SIGN TYPE C		15.25	SF	\$ 18.00	\$ 274.50
89	DECIDUOUS TREE, 2.5" CAL. B&B		17	TREE	\$ 39.00	\$ 663.00
90	DECIDUOUS TREE, 6' HT. B&B		6	TREE	\$ 37.00	\$ 222.00
91	DECIDUOUS SHRUB, #5 CONT.		76	SHRB	\$ 5.00	\$ 380.00

SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1
 CITY OF FERGUS FALLS, MN
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
92	VINE, #1 CONT.		45	VINE	\$ 3.00	\$ 135.00
93	ORNAMENTAL GRASS, #1 CONT.		358	PLT	\$ 2.00	\$ 716.00
94	PERENNIAL, #1 CONT.		216	PLT	\$ 2.00	\$ 432.00
95	TREE GRATE WITH FRAME		7	EA	\$ 450.00	\$ 3,150.00
96	STORM DRAIN INLET PROTECTION		21	EA	\$ 10.00	\$ 210.00
97	RAPID STABILIZATION METHOD 3		3000	SY	\$ 0.25	\$ 750.00
98	STABILIZED CONSTRUCTION EXIT		2	EA	\$ 1,050.00	\$ 2,100.00
99	SILT FENCE		400	LF	\$ 0.25	\$ 100.00
100	SEDIMENT CONTROL LOG TYPE COMPOST		800	LF	\$ 0.30	\$ 240.00
101	SHREDDED HARDWOOD MULCH, TYPE 6		40	CY	\$ 13.00	\$ 520.00
102	PAVT MSSG - TEMP PAINT (HANDICAP)		6	EA	\$ 132.00	\$ 792.00
103	PAVT MSSG - TEMP PAINT (BIKE)		1	EA	\$ 527.00	\$ 527.00
104	4" BROKEN YELLOW-TEMP PAINT		35	LF	\$ 2.40	\$ 84.00
105	4" SOLID LINE WHITE-TEMP PAINT		3350	LF	\$ 0.20	\$ 670.00
106	PAVT MSSG - PREF THERMO (GR IN) (HANDICAP)		6	EA	\$ 100.00	\$ 600.00
107	PAVT MSSG - PREF THERMO (GR IN) (BIKE)		1	EA	\$ 126.00	\$ 126.00
108	4" BROKEN YELLOW-EPOXY		35	LF	\$ 0.50	\$ 17.50
109	4" SOLID LINE WHITE-EPOXY		3350	LF	\$ 0.30	\$ 1,005.00
110	TOPSOIL BORROW (SPECIAL)	(LV)	150	CY	\$ 21.60	\$ 3,240.00
111	DONOR INTERPRETIVE COLUMN WITH PLAQUE		1	LS	\$ 500.00	\$ 500.00
112	LIMESTONE BOULDER, NATURAL STACKING		10	EA	\$ 150.00	\$ 1,500.00
113	ENTRY ARCHWAY		2	EA	\$ 8,700.00	\$ 17,400.00
114	NATIVE SEED MIX		1500	SY	\$ 0.80	\$ 1,200.00
115	STRING LIGHTS W/ POLES		1	LS	\$ 1,100.00	\$ 1,100.00
116	SITE ELECTRICAL		1	LS	\$ 700.00	\$ 700.00
117	MARKET STRUCTURE WITH RESTROOM/STORAGE BUILDING		1	LS	\$ 169,226.00	\$ 169,226.00
118	PICNIC TABLE	(4)	4	EA	\$ 404.00	\$ 1,616.00
119	ELECTRICAL (3 SEASON PORTION OF THE STRUCTURE)	(4)	1	LS	\$ 1,100.00	\$ 1,100.00
120	MARKET STRUCTURE OVERHEAD GARAGE DOOR	(4)	7	EA	\$ 400.00	\$ 2,800.00
121	WATER SYSTEM (3 SEASON OVERHEAD WATER SYSTEM)	(4)	1	LS	\$ 1,650.00	\$ 1,650.00
122	HEAT SOURCE (3 SEASON HEAT SYSTEM)	(4)	1	LS	\$ 1,150.00	\$ 1,150.00
123	DUMPSTER PAD & SCREEN FENCE	(4)	5	EA	\$ 320.00	\$ 1,600.00
124	IRRIGATION SYSTEM	(4)	1	LS	\$ 2,700.00	\$ 2,700.00
Total Amount Due to Prevailing Wages =						\$ 662,616.00
Revised Total Contract Amount =						\$ 3,876,216.00

NOTES:

- (1) CONDUIT TO BE USED FOR IRRIGATION SLEEVE
- (2) REMOVE BARREL SECTION
- (3) ADD BARREL SECTION
- (4) ADD ALTERNATE

STATE FUNDED ONLY CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

- A. **Policy Statement.** 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
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act², Minnesota Fair Labor Standards Act³, Minnesota Rules⁴, Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.
- C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.
- D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,⁵ unless defined below.

- A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.⁶
- B. **Bona Fide.** Made or carried out in good faith; authentic.⁷
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.⁸
- D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.⁹
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.¹⁰
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.¹¹
- G. **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 which provides construction services to a public works project.¹²

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

- H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.¹³
- I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.¹⁴
- J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.¹⁵
- K. **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.¹⁶
- L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly “basic” and “fringe” rate that is established in a Wage Decision.
- M. **Trucking Broker (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.¹⁷
- N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.¹⁸
- O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.¹⁹
- P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.²⁰
- Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.²¹
- R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.²²

III. APPLICATION & UNDERSTANDING

- A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.²³

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

- B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.²⁴
- C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.²⁵
- D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.²⁶
- E. **E-Verify.** For services valued in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. **VENDOR REGISTRATION**

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form²⁷ to the MnDOT LCU²⁸, along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. **LABOR CLASSIFICATIONS**

- A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.²⁹ To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.³⁰
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request³¹ to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.
- C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.³²

VI. **WAGE DECISION(S) & WAGE RATE(S)**

- A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

²⁷ www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf for www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

³⁰ Minn. R. 5200.1101 and 1102 and USDOL Dictionary of Occupational Titles

³¹ <http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf>

³² Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility³³ that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

- B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.³⁴ This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.
- C. **Pay According to Wage Decision(s).**
1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).
 2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest³⁵ for the appropriate labor classification(s).
 3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).
- D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).³⁶
- E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.³⁷
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form³⁸ and submit it to the MnDOT LCU³⁹ for processing.
 2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.
- F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.⁴⁰ A salaried Worker must be included on a CPR.
- G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.⁴¹

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

³⁸ <http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc>

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

⁴¹ Minn. Stat. 181.03, Subdivision 1(2)

- H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.
- I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24⁴²
1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.
 2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.
 3. **Supplies.** Consumable supplies required in the course of employment.
 4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

- A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract⁴³, unless the Worker is exempt under state law.⁴⁴
- B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

VIII. FRINGE BENEFITS

- A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁵
1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;
 2. carried out under a financially responsible plan or program;
 3. legally enforceable;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁶
1. reasonably anticipated to provide a benefit;
 2. a commitment that can be legally enforced;

⁴² Minn. Stat. 177.24, Subdivision 4(1-4)

⁴³ Minn. Stat. 177.44, Subdivision 1

⁴⁴ Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly⁴⁷, for all hours worked,⁴⁸ including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting (see subpart D2 of this section).
- D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:
1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.⁴⁹ Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.
 2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.
- E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.
1. **Overtime.** The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.
- F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.
- G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.⁵⁰

IX. OVERTIME

- A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must 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 1.5 times the hourly basic rate of pay.⁵¹ The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.⁵²

⁴⁷ 29 CRF, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

⁵¹ Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

⁵² Minn. Stat. 177.42, Subdivision 4

- B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.
- C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.
- D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

- A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.
 - 1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.⁵³
 - 2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.⁵⁴
 - 3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.
- B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period⁵⁵ to the Department. A Contractor must pay its employees at least once every 14 calendar days.⁵⁶
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:⁵⁷
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Contract number (if applicable).
 - 4. Project number.
 - 5. Payroll report number.
 - 6. Project location.
 - 7. Workweek end date.
 - 8. Each Worker's name, home address, and social security number.⁵⁸
 - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

⁵³ www.dot.state.mn.us/const/labor/certifiedpayroll.html

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

⁵⁷ Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10

⁵⁸ Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.
11. Wage rate paid to each Worker for straight time and overtime.
12. Authorized legal deductions for each Worker.
13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

- D. Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the “Statement of Compliance Form”.⁵⁹ The Prime Contractor must ensure that each lower tier Contractor’s CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.⁶⁰
- E. Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.⁶¹
- F. Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks⁶² for at least three (3) years after the final payment is issued.⁶³ Other laws may have longer retention requirements.
- G. Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.⁶⁴
- H. Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.⁶⁵

XI. APPRENTICES, TRAINEES AND HELPERS

- A. Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:
1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.⁶⁶
 2. Performing Work of the trade, as described in the apprenticeship agreement.
 3. Compensated according to the rate specified in the program for the level of progress.⁶⁷
 4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.⁶⁸
- B. Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.⁶⁹

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

⁶⁵ Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

⁶⁶ Minn. R. 5200.1070, Subpart 1

⁶⁷ Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

- C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.⁷⁰
- D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"⁷¹ and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.⁷² The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.⁷³
- B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.⁷⁴

XIII. TRUCKING

- A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:
1. 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.⁷⁵
 2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.⁷⁶
 3. 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.⁷⁷
 4. 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.⁷⁸
 5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.⁷⁹
 6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.⁸⁰

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

⁷³ Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

- B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.
1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.⁸¹
 2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.⁸²
- C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.⁸³
- D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.⁸⁴ The forms are available on the MnDOT LCU website.⁸⁵
- E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

XIV. OFF-SITE FACILITIES

- A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:
1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.⁸⁶
 2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.⁸⁷
- B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:
1. The processing or manufacturing of material or products by or for a commercial establishment.⁸⁸
 2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.⁸⁹

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

⁸² J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)

⁸³ Minn. R. 5200.1106, Subpart 8(A)(1)

⁸⁴ Minn. R. 5200.1106, Subpart 10

⁸⁵ <http://www.dot.state.mn.us/const/labor/forms.html>

⁸⁶ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.⁹⁰ This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

- A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.⁹¹ A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.
- B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.⁹²
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities⁹³ to interview Workers at any time during working hours on the project.⁹⁴

XVII. CHILD LABOR

- A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.⁹⁵
- B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:
 1. The Contractor (Employer) is not subject to FLSA.
 2. The Worker is employed in a corporation owned solely by one or both parents.
 3. The Worker is supervised by the parent(s).
 4. The Worker is not working in a hazardous occupation.⁹⁶
- C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.⁹⁷

XVIII. NON-COMPLIANCE AND ENFORCEMENT

- A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.⁹⁸
- B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.⁹⁹
- C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

⁹² www.dot.state.mn.us/const/labor/posterboards

⁹³ MnDLI, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

⁹⁵ Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)

⁹⁶ Minn. R. 5200.0930, Subpart 4

⁹⁷ Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701

⁹⁸ See International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.¹⁰⁰
2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.¹⁰¹
3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.¹⁰²
4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.¹⁰³
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.¹⁰⁴
6. **Financial Penalties.** 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.¹⁰⁵ A Contractor may be fined up to \$1,000 for each failure to maintain records.¹⁰⁶
7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution¹⁰⁷ and may be grounds for debarment proceedings.¹⁰⁸
8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹⁰⁹
9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.¹¹⁰ If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹¹¹
10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.¹¹²

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

¹⁰³ Minn. R. 1230.1150, Subpart 2(A)(4)

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

¹⁰⁷ Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

¹⁰⁸ Minn. Stat. 161.315 and Minn. Stat. 609.63

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

**THE FOLLOWING APPENDICES ARE FOR
EXPLANATORY PURPOSES ONLY.
FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.¹¹³**

APPENDIX A**SALARIED WORKER WAGE COMPUTATION**

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.¹¹⁴

$$\text{\$800.00 (weekly salary) / 40 (total weekly hours) = \$20.00}$$

$$\text{\$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = \$20.00}$$

$$\text{\$3,200.00 (monthly salary) / 160 (total monthly hours) = \$20.00}$$

APPENDIX B**FRINGE BENEFIT CREDIT**

Fringe Benefit Credit Calculation. The Employer contributes monthly (\$600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)¹¹⁵ (see annual example below). Quarterly and monthly examples are also provided.

Annual: $(\$600.00) \times (12 \text{ months}) = \$7,200.00$
 $(\$7,200.00) / (2080 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Quarterly: $(\$600.00) \times (3 \text{ months}) = \$1,800.00$
 $(\$1,800.00) / (520 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Monthly: $(\$600.00) \times (1 \text{ month}) = \600.00
 $(\$600.00) / (173 \text{ hours}) = \underline{\text{\$3.47 per hour credit}}$

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C**APPRENTICE RATE OF PAY**

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

$$\text{Journeyworker Wage Established in Program} = \text{\$25.00}$$

$$\text{Apprentice Level of Progress} = \underline{\text{60\%}}$$

$$\text{\$25.00} * (.60) = \text{\$15.00}$$

¹¹³ lcu-support.dot@state.mn.us or (651) 366-4238

¹¹⁴ United States Department of Labor Field Operation Handbook, Section 15f08

¹¹⁵ United States Department of Labor Field Operation Handbook, Section 15f12

APPENDIX D

PREVAILING WAGE OVERTIME CALCULATION

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.¹¹⁶

$$OT = (PW * .5) + (HW) + (RF) + (F)$$

Definition of OT Acronyms

OT: overtime.

PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.

HW: hourly wage rate paid to a Worker.

RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.

F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is \$30.00, which is comprised of an hourly basic rate of \$20.00 and an hourly fringe rate of \$10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES				
$OT = (PW * .5) + (HW) + (RF) + (F)$				
Hourly Wage Paid	Fringe Benefits Paid	Payment To Employee $(PW * .5) + (HW) + (RF)$	Fringe Payment + (F)	Total Payment = OT
\$ 20.00	\$ 10.00	$(\$ 20.00 * .5) + (\$ 20.00) + (\$ 0.00) = \$ 30.00$	+ \$ 10.00	= \$ 40.00
\$ 18.00	\$ 12.00	$(\$ 20.00 * .5) + (\$ 18.00) + (\$ 0.00) = \$ 28.00$	+ \$ 12.00	= \$ 40.00
\$ 22.00	\$ 8.00	$(\$ 20.00 * .5) + (\$ 22.00) + (\$ 0.00) = \$ 32.00$	+ \$ 8.00	= \$ 40.00
\$ 30.00	\$ 0.00	$(\$ 20.00 * .5) + (\$ 30.00) + (\$ 0.00) = \$ 40.00$	+ \$ 0.00	= \$ 40.00
\$ 24.00	\$ 4.00	$(\$ 20.00 * .5) + (\$ 24.00) + (\$ 2.00) = \$ 36.00$	+ \$ 4.00	= \$ 40.00

Regarding the last example the Contractor would be required to pay an additional \$2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of \$26.00 not \$24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

¹¹⁶ United States Department of Labor Field Operation Handbook, Section 15k

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



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

Construction Type: Highway and Heavy

Region Number: 04

Counties within region:

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

Effective: 2020-09-28

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

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

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

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

All other prevailing wage violations and questions should be sent to:

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-09-28	18.00	2.00	20.00
104	FLAG PERSON	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
107	PIPELAYER (WATER, SEWER AND GAS)	2020-09-28	28.00	19.14	47.14
		2021-05-01	29.75	19.94	49.69
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-09-28	26.10	19.14	45.24
		2021-05-01	27.75	19.94	47.69
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-09-28	21.39	14.90	36.29
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-09-28	23.04	17.10	40.14

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
112	2020-09-28	17.00	8.84	25.84
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)				
201	2020-09-28	37.79	20.50	58.29
ARTICULATED HAULER				
202	2020-09-28	29.36	21.55	50.91
	2021-05-03	30.21	22.55	52.76
BOOM TRUCK				
203	2020-09-28	22.00	0.00	22.00
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				
204	2020-09-28	25.31	19.70	45.01
OFF-ROAD TRUCK				
205	2020-09-28	24.16	22.85	47.01
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2020-09-28	38.64	20.50	59.14
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)			
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)			
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
305				
DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306				
GRADER OR MOTOR PATROL				
307				
PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308				
TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3	2020-09-28	29.67	21.55	51.22
	2021-05-03	30.52	22.55	53.07
309				
ASPHALT BITUMINOUS STABILIZER PLANT				
310				
CABLEWAY				
311				
CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312				
DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313				
DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314				
DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315				
FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316				
LOCOMOTIVE CRANE OPERATOR				
317				
MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318				
MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319				
TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320				
TANDEM SCRAPER				
321				
TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322				
TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4	2020-09-28	37.79	20.50	58.29
323				
AIR TRACK ROCK DRILL				
324				
AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325				
BACKFILLER OPERATOR				
326				
CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327				
BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328				
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329				
BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330				
CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331				
CHIP HARVESTER AND TREE CUTTER				
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333				
CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334				
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GROUP 5	2020-09-28	27.65	21.55	49.20
	2021-05-03	28.50	22.55	51.05

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
369				
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385				
GROUP 6	2020-09-28	27.05	21.55	48.60
	2021-05-03	27.90	22.55	50.45
387				
388				
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397				
TRUCK DRIVERS				
GROUP 1	2020-09-28	31.25	17.50	48.75
601				
602				
603				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
GROUP 2	2020-09-28	35.66	2.14	37.80	
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2020-09-28	28.40	18.35	46.75	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4	2020-09-28	23.41	17.22	40.63	
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2020-09-28	17.50	0.00	17.50
702	BOILERMAKERS	2020-09-28	38.33	27.43	65.76
703	BRICKLAYERS	2020-09-28	35.88	23.20	59.08
704	CARPENTERS	2020-09-28	30.60	20.72	51.32
		2021-05-04	32.65	20.72	53.37
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
706	CEMENT MASONS	2020-09-28	33.12	16.11	49.23
		2021-05-01	35.17	16.11	51.28
707	ELECTRICIANS	2020-09-28	35.05	19.88	54.93
711	GROUND PERSON	2020-09-28	40.14	0.00	40.14

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
712	IRONWORKERS	2020-09-28	33.99	30.70	64.69
		2021-05-01	36.19	30.70	66.89
713	LINEMAN	2020-09-28	36.26	6.93	43.19
714	MILLWRIGHT	2020-09-28	39.04	21.72	60.76
		2021-05-03	40.99	21.72	62.71
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-09-28	13.70	8.84	22.54
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-09-28	38.96	25.03	63.99
		2021-05-03	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-09-28	36.19	17.39	53.58
719	PLUMBERS	2020-09-28	44.78	23.04	67.82
721	SHEET METAL WORKERS	2020-09-28	27.00	3.33	30.33
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
728	WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
729	ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			

LABOR CODE AND CLASS

EFFECT DATE BASIC RATE FRINGE RATE TOTAL RATE

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: Commercial

County Number: 56

County Name: OTTERTAIL

Effective: 2020-11-16

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

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

Violations should be reported 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

* Indicates that adjacent county rates were used for the labor class listed.

County: OTTERTAIL (56)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	29.53	20.62	50.15
		2021-05-01	30.78	21.52	52.30
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	29.53	20.62	50.15
		2021-05-01	30.78	21.52	52.30
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	17.00	2.00	19.00
104	FLAG PERSON	2020-11-16	29.53	20.62	50.15
105	WATCH PERSON	2020-11-16	31.00	2.92	33.92

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106	BLASTER	2020-11-16	21.33	9.01	30.34
107*	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	28.00	19.14	47.14
		2021-05-01	29.75	19.94	49.69
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	26.10	19.14	45.24
		2021-05-01	27.75	19.94	47.69
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	+\$950,000 2020-11-16	26.51	17.69	44.20
		-\$950,000 2020-11-16	24.76	17.69	42.45
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	15.00	0.00	15.00
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
202	BOOM TRUCK	2020-11-16	20.00	0.91	20.91
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING,	2020-11-16	15.00	0.00	15.00

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS					
204	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-11-16	30.25	17.65	47.90
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2 *		2020-11-16	24.00	3.00	27.00
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2020-11-16	29.00	0.00	29.00
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				
338				
DOPE MACHINE (PIPELINE)				
340				
DUAL TRACTOR				
341				
ELEVATING GRADER				
345				
GPS REMOTE OPERATING OF EQUIPMENT				
347				
HYDRAULIC TREE PLANTER				
348				
LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349				
LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350				
MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352				
PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354				
PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356				
POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357				
PUGMILL				
359				
RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360				
SCRAPER				
361				
SELF-PROPELLED SOIL STABILIZER				
362				
SLIP FORM (POWER DRIVEN) (PAVING)				
363				
TIE TAMPER AND BALLAST MACHINE				
365				
TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5 *	2020-11-16	19.65	13.40	33.05
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379				
POWER ACTUATED JACK				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
385				
TREE FARMER (MACHINE)				
GROUP 6 *	2020-11-16	17.00	3.00	20.00
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389				
DREDGE DECK HAND				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393				
LEVER PERSON				
395				
POWER SWEEPER				
396				
SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397				
TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@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 *	2020-11-16	42.23	21.70	63.93
	2021-05-03	43.03	22.85	65.88
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	2020-11-16	25.50	3.44	28.94
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 UP TO 200 FEET				
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 *	2020-11-16	40.58	21.70	62.28
515				
CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
516				
517				
518				
519				
520				
GROUP 5 *	2020-11-16	39.17	21.70	60.87
521				
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533				
534				
GROUP 6 *	2020-11-16	37.75	21.70	59.45
535				
536				
537				
538				
539				
540				
GROUP 7 *	2020-11-16	36.69	21.70	58.39
	2021-05-03	37.49	22.85	60.34
541				
542				
543				
544				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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)				
TRUCK DRIVERS				
GROUP 1 *	2020-11-16	21.64	10.24	31.88
601				
MECHANIC . WELDER				
602				
TRACTOR TRAILER DRIVER				
603				
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *	2020-11-16	21.00	0.00	21.00
604				
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *	2020-11-16	16.00	0.00	16.00
605				
BITUMINOUS DISTRIBUTOR DRIVER				
606				
BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607				
THREE AXLE UNITS				
GROUP 4	2020-11-16	11.50	1.81	13.31
608				
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609				
DUMP PERSON				
610				
GREASER				
611				
PILOT CAR DRIVER				
612				
RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613				
TWO AXLE UNIT				
614				
SLURRY OPERATOR				
615				
TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616				
TRACTOR OPERATOR, UNDER 50 H.P.				

SPECIAL CRAFTS

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
701	HEATING AND FROST INSULATORS	2020-11-16	19.50	0.90	20.40
702	BOILERMAKERS	2020-11-16	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-11-16	34.41	24.46	58.87
		2021-05-01	36.91	24.46	61.37
704	CARPENTERS	2020-11-16	27.03	18.71	45.74
		2021-05-03	29.03	18.71	47.74
705*	CARPET LAYERS (LINOLEUM)	2020-11-16	23.47	15.67	39.14
706	CEMENT MASONS	2020-11-16	33.43	18.50	51.93
		2021-05-01	35.38	18.50	53.88
707	ELECTRICIANS	2020-11-16	21.50	4.13	25.63
708*	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709*	GLAZIERS	2020-11-16	43.00	21.08	64.08
		2021-06-07	45.05	21.08	66.13
710*	LATHERS	2020-11-16	27.03	18.71	45.74
		2021-05-03	29.03	18.71	47.74
712	IRONWORKERS	2020-11-16	18.00	0.00	18.00
714*	MILLWRIGHT	2020-11-16	35.73	26.50	62.23
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-11-16	28.00	0.84	28.84
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	26.54	17.03	43.57

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
717	PIPEFITTERS . STEAMFITTERS	2020-11-16	38.24	17.49	55.73
		2021-05-01	40.14	17.49	57.63
718*	PLASTERERS	2020-11-16	27.72	15.83	43.55
		2021-05-01	29.22	15.83	45.05
719	PLUMBERS	2020-11-16	38.24	17.49	55.73
		2021-05-01	40.14	17.49	57.63
720	ROOFER	2020-11-16	22.00	3.28	25.28
721	SHEET METAL WORKERS	2020-11-16	41.02	25.35	66.37
		2021-05-03	43.32	25.35	68.67
722*	SPRINKLER FITTERS	2020-11-16	38.79	21.04	59.83
723*	TERRAZZO WORKERS	2020-11-16	41.68	20.73	62.41
		2021-05-03	43.73	20.73	64.46
724*	TILE SETTERS	2020-11-16	17.44	5.81	23.25
725*	TILE FINISHERS	2020-11-16	25.21	5.46	30.67
726*	DRYWALL TAPER	2020-11-16	26.27	19.63	45.90
727*	WIRING SYSTEM TECHNICIAN	2020-11-16	37.82	15.98	53.80
728*	WIRING SYSTEMS INSTALLER	2020-11-16	28.14	14.02	42.16
729	ASBESTOS ABATEMENT WORKER	2020-11-16	32.68	19.66	52.34
730*	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) temporary commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 21, 2020. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Nov. 30, 2020, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, Dec. 11, 2020.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

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

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

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$55.68	\$37.35	\$93.03
Region 2	Certification date	\$46.75	\$37.35	\$84.10
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$46.75	\$37.35	\$84.10
Region 5	Certification date	\$34.91	\$37.35	\$72.26
Region 6	Certification date	\$44.70	\$37.35	\$82.05

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$44.70	\$37.35	\$82.05
Region 8	Certification date	\$43.25	\$37.35	\$80.60
Region 9	Certification date	\$30.91	\$37.35	\$68.26
Region 10	Certification date	\$44.45	\$37.35	\$81.80

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$53.05	\$45.89	\$98.94
	Increase May 1, 2021	\$54.55	\$45.89	\$100.44
Region 2	Certification date	\$41.51	\$45.89	\$87.40
Region 3	Certification date	\$38.51	\$45.89	\$84.40
Region 4	Certification date	\$37.80	\$45.89	\$83.69
Region 5	Certification date	\$32.46	\$45.89	\$78.35
Region 6	Certification date	\$39.40	\$45.89	\$85.29
Region 7	Certification date	\$43.00	\$45.89	\$88.89
Region 8	Certification date	\$28.41	\$45.89	\$74.30
Region 9	Certification date	\$48.20	\$45.89	\$94.09
Region 10	Certification date	\$26.00	\$45.89	\$71.89

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Tractor Trailer Rental Rate
Region 1	Certification date	\$53.60	\$54.96	\$108.56	\$11.46	\$120.02
	Increase May 1, 2021	\$55.10	\$54.96	\$110.06	\$11.46	\$121.52
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$46.55	\$54.96	\$101.51	\$11.46	\$112.97
Region 4	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 5	Certification date	\$37.65	\$54.96	\$92.61	\$11.46	\$104.07
Region 6	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 7	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 8	Certification date	\$28.91	\$54.96	\$83.87	\$11.46	\$95.33
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$38.75	\$54.96	\$93.71	\$11.46	\$105.17

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation (MnDOT) highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Roslyn Robertson
DLI temporary commissioner

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

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

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 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, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer. The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.

a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)

classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting.

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
 - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
 - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

EQUAL OPPORTUNITY CLAUSE
(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Minority and Women Employment Goals

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

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

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

Minnesota Department of Transportation Office of Civil Rights Contractor Employment Data	1. Contractor Name and Address: Phone: _____
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2. Employment Data	a) Name: Last Name, First Name, MI	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.							
2.							
3.							
4.							
5.							
6.							
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INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
 - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
 - 2b. Social Security Number self-explanatory.
 - 2c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 2e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
 - 2g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT’s Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3015.

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Revised 07/12

Minnesota Department of Transportation Office of Civil Rights Monthly Employment Compliance Report EEO-13		1. SP <input type="checkbox"/> SAP <input type="checkbox"/> (Check one)		3. Contractor Name:		4. Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> (check one)		
		SP#		Federal Tax ID:				
		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
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8. Contract Goals MINNESOTA GOALS %OBTAINED _____% Minority _____% _____% Women _____%		9. Prepared by: (Signature) _____ Print Name: _____			10. Reviewed by: (Signature) _____ Print Name: _____			
		Title: _____			Title: _____			
		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 MnDOT EEO staff to readily identify individuals on all projects.
 - 7b. Social Security Number self-explanatory.
 - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
 - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
 - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15th day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.

EEO COMPLIANCE REVIEW REPORT

Total Company Workforce
(For 12 Month Period Preceding July 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 (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
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; _____.



Council Action Recommendation

Page 1 of 1

Meeting Date:

October 13, 2021 – Committee of the Whole
October 18, 2021 – City Council

Subject:

PI No. 9768 - Downtown & Riverfront Balcony and River Bank Enhancement and Stabilization Project, Phase 1

Recommendation:

- Accept Proposal Request No. 4 –Building downspout connections in the amount of \$3,874.50/Each

Background/Key Points:

Pursuant to recent City Council discussion, Comstock Construction is proposing to install building downspout connection point in the amount of \$3,874.50 per connection into the City storm sewer system.

In general, the associated work consists of excavation to the adjacent storm sewer pipe, coring into the storm sewer pipe, the insertion of a water tight Inserta Tee connection manufactured ADS, 6-inch PVC lateral pipe with fittings, and a surface mounted grate cover.

We are estimating approximately five (5) downspout connections for this project in the total amount of \$19,372.50.

Budgetary Impact:

This work is proposed to be funded thru the Storm Sewer Enterprise fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

EASEMENT FOR DOMESTIC WATER VALVE ACCESS AND SHUTOFF

Exempt from State Deed Tax

Dated: October ____, 2021

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WESTRIDGE MALL LIMITED PARTNERSHIP**, an Illinois limited partnership, Grantor, hereby grants, sells and conveys to the **CITY OF FERGUS FALLS**, a municipal corporation of the State of Minnesota, and its successors and assigns, Grantee, an easement and right of access for the purpose of shutting off valves to the domestic water, pursuant to the Grantee's policies and procedures and any applicable law, in the event that the Grantor fails to pay water charges to the Grantee with regard to real property in Otter Tail County, Minnesota, described as follows:

See attached exhibit A

Grantor covenants that Grantor is the owner of the premises and has the right, title and capacity to grant the easement granted hereby.

To have and to hold said permanent easement, together with all the hereditaments and appurtenances thereto unto said Grantee, its successors and assigns forever, for said purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this ____ day of October 2021.

**ADDENDUM #1 TO DEVELOPMENT CONTRACT
FOR PLAT OF WESTRIDGE ADDITION**

THIS ADDENDUM #1 is made and entered into on the _____ day of _____, 2021, by and between the CITY OF FERGUS FALLS, a municipality of the State of Minnesota, (hereinafter called the CITY), and WESTRIDGE MALL LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter called the OWNER AND DEVELOPER).

RECITALS

WHEREAS, the DEVELOPER/OWNER and the CITY entered into a Development Contract (the “CONTRACT”) on July 19, 2021.

WHEREAS, the DEVELOPER/OWNER and the CITY wish to make an addendum to the CONTRACT.

WHEREAS, the CONTRACT remains a valid, binding, and enforceable contract between the DEVELOPER/OWNER and the CITY, as further amended by this ADDENDUM #1.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All definitions set forth in the CONTRACT shall apply to this ADDENDUM #1.
2. The CONTRACT required the DEVELOPER to perform the DEVELOPER IMPROVEMENTS prior to sale and/or transfer of ownership for Lot 2, Block 2. The DEVELOPER IMPROVEMENTS for Lot 2, Block 2 ~~at~~ set forth in the CONTRACT are:
 - a. Dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot.
 - b. Provide water service shut off valve accessible to the CITY.
 - c. Install fire walls between lot and other adjoining structures.
3. The DEVELOPER IMPROVEMENTS are found on Exhibit C to the CONTRACT.
4. The DEVELOPER IMPROVEMENTS as required in the CONTRACT on Exhibit C to the CONTRACT shall be amended to read as follows:
 - a. For Lot 2, Block 2, the OWNER/DEVELOPER shall install fire wall(s) between the structures on Lot 2, Block 2 and other adjoining structures prior to the sale/transfer of ownership of Lot 2, Block 2.
5. There is no requirement that the DEVELOPER “[p]rovide dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot[,] or [p]rovide water service shut off valve accessible to the City.”
6. The only DEVELOPER IMPROVEMENTS as required by the CONTRACT prior to sale/transfer of Lot 2, Block 2 are set forth in Section 4 of this ADDENDUM #1.

7. The OWNER/DEVELOPER shall be entitled to sell and/or transfer ownership of Lot 2, Block 2, with the CITY's written approval, which approval shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the OWNER/DEVELOPER is in compliance with this ADDENDUM #1- and DEVELOPER and the purchaser of Lot 2, Block 2, enter into an Operation and Easement Agreement substantially in the form attached hereto.

~~7.8.~~ The DEVELOPER grants the CITY an easement and right of access to enter the DEVELOPER's real property for the purpose of shutting off valves to the domestic water, pursuant to the CITY's policies and procedures and any applicable laws, in the event that the DEVELOPER fails to pay water charges to the CITY.

~~8.9.~~ All remaining terms and conditions of the CONTRACT, except those terms and conditions inconsistent with this ADDENDUM #1, constitute a valid, binding, and enforceable contract between the CITY and the OWNER/DEVELOPER.

~~9.10.~~ This ADDENDUM #1 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy, whether electronically or otherwise, of this ADDENDUM #1 delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this ADDENDUM #1.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM #1.

CITY OF FERGUS FALLS

OWNER AND DEVELOPER:

By: _____
Ben Schierer
Its Mayor

By: _____
Martin Graff
Westridge Mall Association Inc.
Its President

ATTEST:

Andrew Bremseth, City Administrator



City Council Action Recommendation

Page 1 of 1

Meeting Date:

October 5, 2021 BDFP
October 13, 2021 Committee of the Whole
October 18, 2021 City Council

Subject:

\$5,560 Facade Loan – TG Property LLC

Recommendation:

Business Development for Fergus Falls recommends approval of a Façade Loan in the amount of \$5,560 to TG Property LLC.

Background/Key Points:

TG Property LLC has asked for the City’s participation in financing facade updates and signage at 116 East Lincoln Avenue. TG Property LLC was established in July 2021 to acquire and renovate a building for use as office space by mental health professionals. TG Property LLC closed on 116 East Lincoln Avenue on September 30, 2021 and plan to offer eight individual psychotherapy offices for lease at approximately \$500 a month after renovations are complete, providing them with an annual income of \$48,000.

Northwestern Bank financed the purchase of the building and a portion of renovation costs, and a concurrent request has been made of West Central Initiative to help cover further renovation costs. BDFP and City staff are asking the City Council to consider providing a \$5,560 Facade Loan with the following terms:

- 0% interest for 48 months
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan would be a second or third position on the real estate located at 116 East Lincoln Avenue, Fergus Falls, MN (TBD).

- 1) First position, Northwestern Bank - \$221,600
- 2) Second position, West Central Initiative - \$27,676
- 3) Third position, City of Fergus Falls - \$5,560 Facade Loan
- 4) Owner contribution - \$27,676

Budgetary Impact:

If approved, the City will receive a 1% origination fee from the applicant at closing.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck & BDFP



City Council Action Recommendation

Page 1 of 1

Meeting Date:

October 5, 2021 BDFB
October 13, 2021 Committee of the Whole
October 20, 2021 City Council

Subject:

\$28,000 ED Loan – Bill & Leanne Meis (The Flower Mill)

Recommendation:

Business Development for Fergus Falls recommends approval of an Economic Development Loan in the amount of \$28,000 to Bill and Leanne Meis, owners of The Flower Mill.

Background/Key Points:

Bill & Leanne Meis own the Flower Mill at 205 West Lincoln Avenue. A portion of the building's roof has failed twice since 2019, causing water to leak into their storefront. They have received quotes from two different roofing companies and both state that the proper mode of repair would be to remove the current foam roof surface and replace it with a different system.

Bill & Leanne Meis have been running The Flower Mill since 2007 and recently purchased the stained glass business located in the lower level of the building. Bill & Leanne have received a few loans from the City over the years and have repaid all of those loans. They are requesting a loan not to exceed \$28,000. This loan would help them maintain their building and continue to operate their retail business in downtown Fergus Falls.

BDFB and City staff are asking City Council to consider providing a \$28,000 ED Loan with the following terms:

- 4% interest for 12 years
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan will be a second position on the real estate located at 205 West Lincoln Avenue, Fergus Falls, MN.

- 1) First position, Bell Bank
- 2) Second position, City of Fergus Falls - \$28,000 ED Loan

Budgetary Impact:

The City will receive interest on the revolving loan funds expended. The proposed improvements will support an anchor tenant in downtown Fergus Falls.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck & BDFB