

SCHEDULE OF MATERIALS CONTROL

IV. CONCRETE CONSTRUCTION ITEMS (Cont.) (www.mrr.dot.state.mn.us/pavement/concrete/concrete.asp)

Please contact the Mn/DOT District Independent Assurance Inspector when project starts to provide servicing of your project.

CONCRETE CONSTRUCTION MATERIALS (CONT.)					
CONCRETE TREATING OIL					
Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Form No.
	3917	Visual Inspection	1 per project	0.5 L (1 pt) Store sample in steel container	2410 Sample ID Card
EPOXIES					
Only epoxies from approved sources are allowed for use. The most current lists of approved epoxies can be found at www.mrr.dot.state.mn.us/pavement/concrete/approvedepoxies.pdf					
Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Minimum Required Sampling Rate for Laboratory Testing	Sample Size	Form No.
		Visual Inspection	1 sample of each component from each lot in each shipment for quantities over 1 gallon	0.25 L (1/2 pt) Store sample in steel container	2410 Sample ID Card

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V. LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Plant Stock & Landscape Materials ^a	3861 and 2571.2A1	Field Inspection at Job Site, submit itemized report for each shipment. ^b	02415 or 2403		
<p>^a Preliminary inspection will not be done at the source. Material must be in accordance with the Inspection and Contract Administration Guidelines for Mn/DOT Landscape Projects.</p> <p>^b Utilize "Inspection and Contract Administration Guidelines for Mn/DOT Landscape Projects" to determine and measure minimum and maximum criteria thresholds. The following documentation must be provided as a condition for delivery and approval:</p> <ol style="list-style-type: none"> 1. A Mn/DOT Certificate of Compliance for Plant Stock, Landscape Materials, and Equipment 2. A valid copy of a nursery stock (dealer or grower) certificate registered with the MN. Dept. of Agriculture and/or a current nursery certificate/license from a state or provincial Dept. of Agriculture for each plant stock supplier. 3. A copy of the most recent Certificate of Nursery Inspection for each plant stock supplier. 4. Plant material shipped from out-of-state nursery vendors subject to quarantines (Gypsy Moth and Japanese Beetle) must be accompanied by documentation certifying all plants shipped are free of regulated pests. 5. Bills of lading (shipping documents) for all materials delivered. 6. Invoices (billing statements) for all materials to be used. 7. Each bundle, bale, or individual plant must be legibly and securely labeled with the name and size of each species or variety. 					
2. Fertilizer ^c	3881	Visual Inspection	None		
<p>^c BAGGED: Inspected on the basis of guaranteed analysis. BULK: Inspector to obtain copy of invoice of blended material stating analysis. Check if Slow Release Fertilizer is specified.</p>					
3. Agricultural Lime ^d	3879	One gradation test for each 180 Metric Ton (200 ton)	02415 or 2403	One sample per source for quantities of 90 metric ton (100 ton) or less	4.5 kg (10 lb.)
<p>^d Submit form 02415 or 2403. Small Quantity is 90 metric ton (100 ton) or less. Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.</p>					
4. Topsoil Borrow, Select Topsoil Borrow, & Premium Topsoil Borrow ^e	3877.2	None		From each source: One composite sample for the first 765 m ³ (1,000 Cu Yd) or less. One composite sample for each additional 2,300 m ³ (3,000 Cu Yd) or fraction thereof.	10 kg (20 lb.)
<p>^e Testing takes about three weeks after delivery of the sample to the Department Laboratory. Sampling shall be done prior to the time the topsoil is delivered to the project. Check acceptance schedule Spec 2105 Table 2105-1. Small Quantity - 230 m³ (300 Cu Yd)</p>					

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V. LANDSCAPING AND EROSION CONTROL ITEMS (cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
5. Mulch Material					
A. Type 3 Mulch - Certified Weed Free (Certified sources only) ^f	3882	Visual Inspection, Check if from Certified Vendor by Minnesota Crop Improvement Association. Must be tagged, grain straw only.			
^f Certified mulch will be indicated by label.					
B. Type 6 Mulch - Woodchips	3882	Visual Inspection, gradation 1/750 m ³ (1/1000 yd ³)		Gradation 1/3825 m ³ (1/5000 yd ³)	
6. Seeds					
A. Seeds (Certified Vendors Only) (Mixes 100-299) ^g	3876	Check for guaranteed analysis labels.	02415 or 2403	Sampling needs only to be done for seed that is not planted within nine months after germination test, or if quantity used is more than 1800 kg. (4,000 lb.)	0.5 L (1 pint)
^g Seed guaranteed as meeting the requirements is identified by official guaranteed analysis labels affixed to each container of seed in addition to the customary seed tag. Any moldy or insect contaminated seed must be rejected.					
B. Seeds (Non-Certified vendors) (Mixes 100-299) ^h	3876		02415 or 2403	MUST BE SAMPLED. For 25 bags or less, combine from five bags into one sample. For larger quantities; sample each 5th bag combine samples into groups of 5 and select a test sample from each composite.	0.5 L (1 pint)
^h Submit samples six weeks before seeding to allow for testing. Small Quantity - 90 kg (100 lb.)					
C. Native Seed (Mixes 300-399) certified seed only ⁱ	3876	Check if from Certified Vendor by Minnesota Crop Improvement Association, Must be tagged	None		
ⁱ Certified seed will be indicated by label on containers.					
7. Erosion Control Blanket ^j	3885	Visual Inspection	None	Random - See Footnote ^j	1 m ² (1 Sq Yd)
^j Periodic tests from approved sources to verify quality. Check approved products list					
8. Erosion Control Netting ^k	3883	Visual Inspection	None	Random - See Footnote ^k	1 m ² (1 Sq Yd)
^k Periodic tests from approved sources to verify quality. Check approved products list					

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V. LANDSCAPING AND EROSION CONTROL ITEMS (cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
9. Peat Moss ^l	3880	Final Inspection at Job Site	None	For material furnished in bulk; one sample for 100 m ³ (100 Cu. Yd.) or less. An additional sample for each 200 m ³ or less, thereafter.	2-1/4 kg (5 lb.)
^l Submit Samples in moisture proof bags. Materials furnished in packaged form may be accepted on the basis of guaranteed analysis.					
10. Sod ^m	3878	Final Visual Inspection at site.	None		
^m A Certificate of Compliance must be furnished by the producer to the Engineer for the type of sod supplied showing correct grass varieties.					
11. Silt Fence ⁿ	3886	Visual Inspection Check Product Label	02415 or 2403	For amounts 300m (1000 ft) or greater.	3 m (9 ft)
ⁿ Samples sent 21 days prior to use. Check Approved Products List of accepted geotextiles.					
12. Flotation Silt Curtain ^o	3887	Visual Inspection	None	Random - See Footnote ^o	1 m (1 Yd)
^o Accepted, based on manufacturers' guaranteed results. Check weight of fabric.					
13. Compost					
A. Compost Certified Source ^p	3890	Visual Inspection	None		12 kg (25 lb.)
^p Accepted on the basis of certified test reports furnished to the Engineer by the supplier. Periodic sampling to verify quality. Check approved source list.					
B. Compost Non-Certified Source ^q				Must be sampled - One Sample per 300 m ³ (500 Cu Yd)	
^q Submit samples six weeks before use. Small quantity 75 m ³ (100 Cu Yd) or less.					
14. Erosion Stabilization Mat ^r	3888	Visual Inspection	None	See Footnote ^r	1 m ² (1 Sq Yd)
^r Periodic tests from approved sources to verify quality. Check Approved Products List					
15. Sediment Mat ^s	3894	Visual Inspection	None	See Footnote ^s	1 m ² (1 Sq Yd)
^s Periodic tests from approved sources to verify quality.					
16. Fiber Log ^t	3895	Visual Inspection	None	See Footnote ^t	1 m ² (1 Sq Yd)
^t Periodic tests from approved sources to verify quality.					

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V. LANDSCAPING AND EROSION CONTROL ITEMS (cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
17. Inlet Protection ^u	3891	Visual Inspection	None		
^u Periodic tests from approved sources to verify quality. Check approved products list and Specification.					
18. Hydraulic Soil Stabilizer ^v	3884	Slump Test for Type 8	None	None	
^v Periodic tests from approved sources to verify quality. Check approved products list.					
19. Filter Logs ^w	3897	Visual Inspection	None	None	
^w Periodic tests from approved sources to verify quality. Check approved products list.					
20. Flocculants ^x	3898	Visual Inspection	None	None	
^x Periodic tests from approved sources to verify quality. Check approved products list.					

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VI. CHEMICAL ITEMS

CALL CHEMICAL LABORATORY (651) 779-5548

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Asphalt Plank	3204	Visual Inspection	2410 Sample ID Card	1 per 1,000 plank or less of each thickness in each shipment	3 – 1 linear m (yd) pieces samples from different planks
2. Calcium Chloride	3911	Visual Inspection	2410 Sample ID Card	Liquid: 1 per 40,000 L (1 per 10,000 gal)	0.5 L (1 pint)
Magnesium Chloride	3912			Dry: 1 per shipment	0.5 kg (1 lb.) in Plastic Container
3. Waterproofing Materials					
Only waterproofing systems from approved sources are allowed for use. The most current list can be found at www.mrr.dot.state.mn.us/materials/AppProddisclaimer.asp .					
A. Membrane Waterproofing System	3757	Visual Inspection	2410 Sample ID Card	1 per shipment (Membrane Only)	0.1 m ² (1 Sq Ft)
Membrane Waterproofing System: The manufacturer shall submit a one square foot sample of the membrane along with a letter of Certification and test results stating that the membranes meet the requirements of this specification. Other components of the waterproofing system do not need to be sampled for testing. The manufacturer shall also submit detailed technical data sheets for all components of the membrane waterproofing system. Other components of the waterproofing system do not need to be sampled for testing.					
B. Three Ply System	Three Ply System, containers will be stamped if approved prior to shipment. CALL CHEMICAL LABORATORY (651) 779-5548				
i. Asphalt Primer	3165	Visual Inspection	2410 Sample ID Card	1 per shipment	0.5 L (1 pt.) in steel container
ii. Waterproofing Asphalt	3166	Visual Inspection	2410 Sample ID Card	1 per shipment	0.5 L (1 pt.) in steel container
iii. Fabric	3201	Visual Inspection	2410 Sample ID Card	1 per shipment	1 m ² (1 Sq Yd)

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VI. CHEMICAL ITEMS (cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
4. Paints					
A. Traffic Marking Paint	Only traffic marking paints from Qualified Products List are allowed for use.				
i. Waterborne Latex	3591	Visual Inspection	2410 Sample ID Card	1 per lot	0.5 L (1 pint)
ii. Epoxy Traffic Paint	3590	Visual Inspection	2410 Sample ID Card	1 Part A per lot 1 Catalyst Part B per lot	0.5 L (1 pint)
Waterborne Latex and Epoxy Traffic Paint: The most current Qualified Products List can be found at http://www.dot.state.mn.us/trafficeng/products/MnDOTapprovedproductlist.xls. Call Laboratory at (651) 779-5550 for pre-approved lots.					
iii. Other	Special Provisions	Visual Inspection	2410 Sample ID Card	1 Part A per lot 1 Catalyst Part B per lot	0.5 L (1 pint)
For traffic marking paints other than Waterborne Latex and Epoxy see Special Provision for Qualified Products List.					
B. Non-Traffic Striping Paints	3500 Series	Visual Inspection	02415	For pre-approved paints submit Form 02415 listing batch number. Call Chemical Laboratory for pre-approved lots	0.5 L (1 pint)
Only approved paints are allowed for use. For bridge coatings, see http://www.mrr.dot.state.mn.us/materials/3520_01APLweb4.pdf for the approved products list. For all others, see the Special Provisions. Send color sample to Chemical Laboratory for color matching.					
5. Drop-on Glass Beads	3592	Visual Inspection	2410	1 per lot	1 L (qt.)
Only glass beads from Qualified Products List are allowed for use. The most current Qualified Products List can be found at http://www.dot.state.mn.us/trafficeng/products/MnDOTapprovedproductlist.xls. Call Laboratory at (651) 779-5550 for pre-approved lots.					
6. Pavement Marking Tape	3353 3354 3355 Special Provisions	Visual Inspection	2410 Sample ID Card	1 clean sample of each color per lot	3 m (3 yds.)
Only pavement marking tape from Qualified Products List are allowed for use. The most current Qualified Products List can be found at http://www.dot.state.mn.us/trafficeng/products/MnDOTapprovedproductlist.xls.					
7. Signs and Markers	3352	Visual Inspection	02415	None unless material suspect	
Only SIGNS AND MARKERS from Qualified Products List are allowed for use. The most current Qualified Products List can be found at http://www.dot.state.mn.us/trafficeng/products/MnDOTapprovedproductlist.xls.					

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VII. METALLIC MATERIALS AND METAL PRODUCTS

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Guard Rail					
A. Fittings - Splicers, Bolts, etc.	3381	Visual Inspection	02415 or 2403	Bolts: 2 Post bolts and 4 splice bolts with nuts for each 1,000 units or less.	
B. Cable	3381	Visual Inspection	Same	1 sample from each spool	1.2 m (4 ft)
C. Structural Plate Beam	3382	Visual Inspection	Same	One .025x.25 m (1inx10in) from one edge of one of each 200 RAIL SECTIONS or One of each 100 TERMINAL SECTIONS	
<p>REMARKS: Applicable to all Guardrail A, B, & C To be approved before use. Pre-tested or Inspected will carry "Inspected" tag. Not Pre-tested: Submit laboratory samples at required laboratory rate.</p> <p>For small quantities, lab samples not required, but document on Form 02415 or 2403 and maintain in project file.</p> <p>SMALL QUANTITIES: Rail Sections - 20 or less Terminals - 10 or less Post Bolts - 100 or less Splice Bolts - 100 or less</p>					
2. Steel Posts					
A. Sign Posts	3401	Visual Inspection	02415 or 2403	Two posts per shipment of each MASS per UNIT LENGTH	Submit shortest length of each weight
B. Fence Posts, Top Rails and others	3403* 3406* 3379*	Visual Inspection	Same	One sample per 500 pieces or less, but not less than two samples per shipment. Cut 0.3 m (1 ft) from each end of pipe. One each of fittings or hardware items.	
<p>REMARKS: * For 3403, 3406, & 3379 submit Certificate of Compliance and certified mill analysis with sample.</p>					
3. Fence Wire					
A. Barbed	3376*	Visual Inspection	02415 or 2403	One sample per 50 spools or fraction thereof	1 m (3 ft)
B. Woven	3376*	Visual Inspection	Same	One full height sample per 50 rolls	1 m (3 ft)
C. Chain Link Fabric	3376*	Visual Inspection	Same	One sample for each 1,500 m (5,000 ft) of fencing	0.3 m (1 ft)
<p>REMARKS: * For 3376, submit Certificate of Compliance and certified mill analysis with sample.</p>					

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VII. METALLIC MATERIALS AND METAL PRODUCTS (Cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
4. Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions		02415 or 2403		
REMARKS: To be identified and tested if necessary <u>prior</u> to use. Retain Form 02415 or 2403 in project files. SEE SPECIAL PROVISIONS.					
5. Reinforcing Steel					
A. Bars					
i. Uncoated	3301	Visual Check for Size and Grade Marking	02415 or 2403	No Field Sample Necessary	
ii. Epoxy Coated	3301	Visual Check for Size and Grade Marking and "Inspected" tag (See Remarks)	Same	One sample (1 bar) of each size bar for each day's coating production	1 m (3 ft)
iii. Spirals	3305			One per shipment	1 m (3 ft)
REMARKS: For Uncoated bars - Retain Certificate of Compliance and Certified Mill Analysis in Project File. For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, and it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples, Certificate of Compliance, and Certified Mill Analysis.					
B. Steel Fabric	3303	Visual Inspection		No Field Sample Necessary	
REMARKS: Retain Certificate of Compliance in project file.					
C. Dowel Bars	3302			One Dowel Bar from each shipment	Full Size Dowel Bars
REMARKS: For all types of dowels – Each project shall have a Certificate of Compliance from the Manufacturer certifying that all materials used in fabrication of the dowel bars and baskets comply with all applicable specifications. The Manufacturer shall maintain all records necessary for certification by project. The Certificate of Compliance shall be submitted to the Project Engineer.					
D. Prestressing Strand	3348			One sample (2 strands) from each heat	1.8 m (6 ft)
REMARKS: Submit one copy of mill certificate and one copy of the stress-strain curve representative of the lot with the samples.					
6. Drainage and Electrical Castings	3321 2471 2565	Visual Inspection*	02415 or 2403	ALL CASTINGS Two tensile bars to be cast with each heat at Foundry and submitted to the Laboratory by an approved Foundry*	
* Call Maplewood Laboratory at 651-779-5540 for list of approved foundries, or see website. REMARKS: Inspect in the field and retain Form 02415 or 2403 in project file, showing NAME OF FOUNDRY AND QUANTITY					

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VIII. MISCELLANEOUS MATERIALS

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection	02415 or 2403		
REMARKS: Untreated materials shall be inspected in the field and the results reported on Form 02415 or 2403. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.					
2. Miscellaneous pieces and Hardware (Galvanized)	3392 3394		02415 or 2403	One sample of each item per shipment. Sample critical items only. (Critical items are load bearing, structurally necessary items.)	
REMARKS: Will carry "Inspected" tag if sampled and tested prior to shipment. No sample necessary if "Inspected".					
3. Insulation Board	3760	Visual Inspection	02415 or 2403	None	
4. Elastomeric Bearing Pads	3741 and Special Provisions	Check dimensions Check repair of tested pad		One sample, with one or more internal plates annually from each manufacturer.	Full size pad
REMARKS: Submit copy of Certificate of Compliance with pad. DO NOT USE ANY PADS THAT ARE NOT CERTIFIED					

SCHEDULE OF MATERIALS CONTROL

IX. GEOSYNTHETICS, PIPE, TILE, AND PRECAST/PRESTRESSED CONCRETE

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Corrugated Metal Products					
A. Culvert Pipe Underdrains Erosion control Structures	3225 thru 3229, 3351, and 3399	Visual Inspection: Check for good construction, workmanship, finish requirements and shipping	02415 or 2403		
REMARKS: Make certain pipe is Certified on Invoice					
B. Structural Plate	3231	Visual Inspection: Invoice shall include notation that material described is in accordance with fabricator's Certificate and Guarantee	02415 or 2403		
C. Aluminum Structural Plate	3233				
REMARKS: The Fabricator's Certificate and Guarantee shall be on file in the Mn/DOT Central Laboratory.					
2. Clay Pipe	3251	No samples required for less than 100 pieces	02415 or 2403	1 sample per 200 pieces of each size.	Full Size Pipe
REMARKS: To be sampled and inspected in the field.					
3. Concrete Pipe					
A. Reinforced Pipe and Arches Precast Cattle Pass Units Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions as required. Check for producer's "Certified" stamp and signature on the certification document.	2403 or 02415	1 "companion" cylinder per month per plant, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-779-5540 for additional information.	
B. Non-Reinforced Concrete Pipe	3253	Field Inspection: Check for damage and defects. Check dimensions as required. Check for producer's "Certified" stamp and signature on the certification document.	2403 or 02415	2 samples of each size from each source <u>unless inspected and stamped at source.</u>	Full Size Pipe
REMARKS: For Concrete Pipe Both A & B: Product will be certified by producer, only spot checks are done by plant inspector. Make certain the invoice or certification document is signed and the product has the required markings. Maintain Form 2403 or 02415 in project records, showing source of materials and type and quantity used					

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IX. GEOSYNTHETICS, PIPE, TILE, AND PRECAST/PRESTRESSED CONCRETE (Cont'd)

Kind of Material	Spec. No.	Tests by Producers	Form No.	Tests by Mn/DOT	Sample Size
4. Precast/Prestressed Concrete Structures					
A. Reinforced Precast Box Culvert	3238	1 Air test per day (1st load), 2 cylinders per pour for positive slump concrete (1 for handling, 1 for shipping).	02415 or 2403		
				1 "companion" cylinder per month per plant, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-779-5540 for additional information.	
	3126 Fine Aggregate			1 quality test per month.	
	3137 Coarse Aggregate			1 quality test per month.	
				Field Inspection: Check for plant inspector's stamp. Check for shipping damage or defects. Check dimensions as needed.	
B. Precast/Prestressed Concrete Structure (beams, posts, etc.).	2405 3126 (Fine Gradation: Aggregate)	1 gradation per 150 m ³ (200 Cu. Yd.) or fraction thereof. 1 per day of production or 3 per week, whichever is less.		1 gradation and 1 quality test per month from a split sample. Include producer's gradation results on sample card.	10 kg (25 lb.)
				1 "companion" cylinder per month per plant, or cylinder testing machine, whichever is greater. Call Precast Inspection Engineer at 651-779-5540 for additional information.	
		1 air test per day (1st load), 2 cylinders per pour for positive slump concrete (1 for handling, 1 for shipping).			
	3137 (Coarse Aggregate)	Gradation: 1 per 75 m ³ (100 Cu Yd) or fraction thereof. 1 per day of production or 3 per week, whichever is less.		3134 Coarse Aggregate 1 gradation and 1 quality test per month from a split sample. Include producer's gradation results on sample card.	10 kg (25 lb.)
				Field Inspection: Check for plant inspector's stamp. Check for shipping damage or defects. Check dimensions as needed.	
REMARKS: Precast/prestressed structures including boxes will be inspected and stamped at source. Only spot checks for dimensions are performed.					

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IX. GEOSYNTHETICS, PIPE, TILE, AND PRECAST/PRESTRESSED CONCRETE (Cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
5. Manholes and Catch Basins (Construction)	2506 3622	Field Inspection: Check for damage and defects. Check dimensions as required. Check for Producer's "Certified" stamp and signature on the certification document.	02415 or 2403		
<p>REMARKS: Product will be certified by producer or inspected, tested and stamped at source. Only spot checks are done by plant inspector. Make certain the invoice or certification document is signed and the product has the required markings. Maintain Form 2403 or 02415 in project records, showing source of materials and type and quantity used (bricks, blocks, precast, or combination).</p>					
6. Drain Tile (Clay or Concrete)	3276	Visual Inspection		2 samples of each size from each source	
7. Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.	02415 or 2403		
<p>REMARKS: See Spec. 2345 for specific AASHTO or ASTM Pipe types are approved under this specification. If perforated, holes should be 5mm - 10 mm (3/16 - 3/8 inch) diameter, two rows for 4", and four rows for 6" diameter; approximately 75 mm (3 inches) on center.</p>					
8. Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.	02415 or 2403	No Laboratory tests required	
9. Sewer Joint Sealing Compound	3724			One per shipment	0.5 L (1 pt.)
10. Preformed Plastic Sealer for Pipe	3726 Type b			One from each source	0.3 m (1 ft)
11. Bituminous Mastic Joint Sealer for Pipe	3728	Visual Inspection		Sample, if questionable	

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IX. GEOSYNTHETICS, PIPE, TILE, AND PRECAST/PRESTRESSED CONCRETE (Cont'd)

<p>12. Geotextile Fabric and Geogrid Reinforcement</p>	<p>3733 and Special Provisions</p>	<p>Inspect for damage and uniformity of texture. Rolls of both geotextile and geotextile wrapped PE Tubing must be wrapped in UV protective plastic. (Usually Black). Obtain Certificate of Compliance (see Note 1).</p>		<p>(a) 1 per 15,000 m (50,000 LF) or fraction thereof for pipe wrap or trench lining for Permeable base designs. (b) 1 per 8000 m² (10,000 sq. yd.) or fraction thereof of each type fabric or geogrid for all other uses. (see Note 2). (c) Sewn seam, if required, 1 per project minimum, additional as appropriate.</p>	<p>(a) 3m (10 LF) (b) 3m² (4SqYd)* (c) 3m (10 LF)</p>
<p>Note 1: Certificate of Compliance shall state material identification (e.g. Propex 2002, Miragrid 8XT), and minimum average roll values (MARV) for all specified geotextile properties. MARV values must meet the Specification 3733 Types 1 through VI requirements for the specific application. Submit copy of Certificate with material samples sent to the Materials Laboratory.</p> <p>Note 2: Submit additional sample(s), if the manufacturer or model of geotextile or geogrid used changes during construction.</p> <p>REMARKS: Sampling shall be by random selection and no more than one sample shall be taken from an individual roll. For type VI applications (including geogrids), submit pages of Special Provisions that list required material properties. (Type VI requirements are job specific.) For Modular Block Walls or Reinforced Soil Slopes, submit page(s) of shop drawings that reference geogrid/geotextile to be used (product name) and/or required properties. Contact Randy Tilseth, Geotechnical Section, 651-779-5604 for large quantity sampling rates (greater than 40,000 sq. yd. of material on project), small quantity testing, and questions.</p> <p>* Do not sample first 1 m (3 ft) of rolled Geotextile. Cut 1 m (3ft) wide strip across width of roll [Usually 3 - 4 m (12 - 14 ft)]</p>					
<p>13. Silt Fence</p>	<p>3886</p>	<p>Visual Inspection Check Product Label</p>	<p>02415 or 2403</p>	<p>For amounts 300 m (1000 ft) or greater.</p>	<p>3 m (9 ft)</p>
<p>REMARKS: Samples sent 21 days prior to use. Check Approved Products List of accepted geotextiles</p>					
<p>14. EPS Geofoam</p>	<p>Special Provisions</p>	<p>Visual Inspection Check for yellow aged material, uniformity and dimensions. Weigh 1'x1'x1' cut coupon to verify density every 200 m³ (250 yd³)</p>	<p>02415 or 2403</p>		

SCHEDULE OF MATERIALS CONTROL

X. BRICK, STONE, AND MASONRY UNITS

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Brick					
A. Sewer and Masonry	3612 to 3615	Visual Inspection		One sample per 50,000 brick or fraction thereof	6 whole brick
B. Concrete Sewer*	3616	Visual Inspection		One sample per 50,000 brick or fraction thereof	6 whole brick
* Air entrainment required. Obtain air content statement from supplier.					
2. Concrete Masonry Units					
A. For Sewer Construction	3621	Visual Inspection		One sample per shipment	6 whole units
Air entrainment required. Obtain air content statement from supplier.					
B. For Modular Block Retaining Walls	Special Provisions	Visual Inspection Check for cracks and broken corners		One sample per 10,000 units or fraction thereof, with a minimum of one sample per product (block) type per contract. *	5 whole units
All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements. * Wall units and cap units are considered separate block types.					
3. Reinforced Concrete Cribbing	3661	Concrete control tests Air Tests Visual Inspection if previously tested	02415 or 2403	One cylinder per 100 units, but not less than 5 cylinders for a given contract. Other materials as required herein.	150x300mm (6 x 12 in) Cylinders
REMARKS: Will be stamped when inspected prior to shipment.					
4. Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection Submit Form 02415 unless special testing is specified	02415 or 2403		
REMARKS: Each source shall be approved by Project Engineer or Supervisor for quality prior to use. For questions on quality, contact District Materials or Geology Unit					

SCHEDULE OF MATERIALS CONTROL

XI. ELECTRICAL AND SIGNAL EQUIPMENT ITEMS

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
1. Lighting Standards (Aluminum or Steel)	3811	Visual Inspection			
REMARKS: The Fabricator will submit "Certificate of Compliance", on a per project basis, to the Structural Metals Engineer.					
2. Hand Holes and Pull Boxes (Precast) (PVC)	2545 2550 2565		02415 or 2403		
REMARKS: Will be inspected at source by laboratory upon notification. For cast iron frame and cover: see IX.6, Drainage Castings					
3. Foundation	2545	Slump as needed		1 cylinder per 20 m ³ (25 Cu. Yd.)	
4. Conduit and Fittings					
A. Metallic	3801 3802	Visual Inspection	02415 or 2403	None	
REMARKS: Conduit will bear UL labels. Retain Form 02415 or 2403 in Project File					
B. Non-Metallic	3803	Visual Inspection	02415 or 2403	Submit samples if not approved by brand	
REMARKS: Conduit will bear UL labels. Retain Form 02415 or 2403 in Project File					
5. Anchor bolts	3811.2B(5)	Visual Inspection		1 per 100 Units (per Type per Lot Number per Project)	
REMARKS: The Fabricator will submit test specimens (in quantities sufficient to meet the noted test frequency) to the Maplewood Lab. A copy of the test report will be forwarded to the Structural Metals Engineer.					
6. Miscellaneous Hardware		Visual Inspection		Sample critical items only. One of each item per shipment. (Critical Items are load bearing, structurally necessary items.)	
REMARKS: Will carry "Inspected tag if sampled and tested prior to shipment. No sample necessary if "Inspected". <u>Do Not</u> use if <u>not</u> tested. Field sample at sampling rate for laboratory testing.					

SCHEDULE OF MATERIALS CONTROL

XI. ELECTRICAL AND SIGNAL EQUIPMENT ITEMS (Cont'd)

Kind of Material	Spec. No.	Minimum Required Acceptance Testing (Field Testing Rate)	Form No.	Minimum Required Sampling Rate for Laboratory Testing	Sample Size
7. Cable and Conductors					
A. Power Conductors Loop Detector Conductors (No Tubing)	3815.2B1 3815.2B2(a)	Visual Inspection	02415 or 2403	None	
REMARKS: Make certain the conductors are the type specified. Submit Field Inspection report showing type and quantities used. Shall bear UL label and type where applicable.					
B. Electrical Cables and Single Conductors with Jacket	3815.2B2(b) 3815.2B3 3815.2B4 3815.2C1 3815.2C3 3815.2C4 3815.2C5 3815.2C6 3815.2C7 3815.2C8	Visual Inspection	02415 or 2403	1 sample per size per lot	1.5m (5 ft)
REMARKS: Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material certification from manufacturer. Pre-inspected materials will <u>not</u> be tagged; an inspection report will be sent by the Mn/DOT inspector for each shipment. Project inspectors should verify that the shipping documents agree with this inspection report. Call Steve Grover at 651-779-5540 or Cindy Schellack at 651-779-5543 with questions.					
C. Fiber Optic Cables	3815.2C13	Visual Inspection	02415 or 2403	1 sample per size per lot	1.5m (5 ft)
8. Ground Rods	2545 2565	Visual Inspection	02415 or 2403	None.	
REMARKS: Retain Form 02415 or 2403 in project file.					
9. Luminaires and Lamps	2545		02415 or 2403		
REMARKS: Approved by Brand Name and catalog number. The conductors shall bear UL label and type, where applicable.					
10. Electrical Systems					
Electrical Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer					
11. Traffic Signal Systems					
Traffic Signal Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer					

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT)-assisted contract because of sex, race, religion, or national origin. The Minnesota Department of Transportation (Mn/DOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the DOT, 49 C.F.R. Part 26.

Mn/DOT has received federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 C.F.R. Part 26. The DBE requirements of 49 C.F.R. Part 26 apply to this contract. In this regard, the contractor will take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract.

CONTRACT ASSURANCE

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Mn/DOT deems appropriate.

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SUBMITTAL OF DOCUMENTATION

For all contracts where goals are set, regardless of contract size, the contractor will be required to: (a) propose the participation of specific DBEs to meet the goal; or (b) demonstrate good faith efforts to meet the goal, and (c) acknowledge and accept the requirement for On-the-Job Training (OJT). A contractor must provide justification if it rejects bids, quotes, or proposals from properly certified, qualified DBE firms.

In order to fulfill a DBE goal, the firms utilized as DBE subcontractors must be certified as DBEs by Mn/DOT's Office of Civil Rights prior to the bid letting. The Minnesota Unified Certification Program's (Mn/UCP) Disadvantaged Business Enterprise (DBE) directory, which is found on Mn/DOT's OCR website, includes the names and addresses of all firms that are certified to perform the type of work the contractor is proposing to subcontract.

The Apparent low bidder must submit the following documents to the Good Faith Efforts Review Committee, in Mn/DOT's Office of Civil Rights.

1. Certificate of Good Faith Efforts - attached herein as page 16
2. Bidders List - attached herein as page 17
3. Contractor Payment Form- attached herein as page 18
4. Exhibit A Forms – attached herein as page 11
5. Supporting Documentation to Verify Good Faith Efforts
6. Good Faith Efforts Affidavit - attached herein as page 19
7. OJT Acknowledgement Form - attached herein as page 20

The Apparent low bidder must submit information on the attached **Certificate of Good Faith Efforts** listing all of the DBE and non-DBE firms (including subcontractors, service providers and suppliers) from whom it solicited quotes to provide work and/or supplies for the project.

The Apparent low bidder must also submit a completed **Bidders List**, which must include information on: (1) all DBE and non-DBE firms that submitted a bid/quote for the project; and (2) the proposed firms to be used on the project as subcontractors, service providers and suppliers. The Apparent low bidder must submit a completed Bidders List form even if the company's list of proposed subcontractors, service providers and suppliers and supporting documentation (Exhibit A forms) includes enough participation to meet the contract-specific goal.

Additionally, a completed **Good Faith Efforts Affidavit** must be submitted regardless of whether or not the Apparent low bidder has indicated on its list of proposed subcontractors, service providers and suppliers sufficient participation to meet the contract-specific goal.

The Apparent low bidder must submit completed **Exhibit A** forms for each DBE firm it proposes to utilize on the project, along with copies of the signed agreements and/or affidavits and/or letters of intent committing themselves to the use of the proposed DBE firms for at least the percentage submitted on the Exhibit A forms. See page 10 of the DBE Special Provisions herein for additional information on completing the Exhibit A form.

The Apparent low bidder must also complete and submit the **OJT Acknowledgement** form, and provide additional information, which supports its good faith efforts such as those typical Good Faith Efforts listed on pages (3-5) of these DBE Special Provisions as well as summaries of the

bidder's discussions and/or solicitation efforts of DBE firms (along with the firm names, addresses and contact persons). This information can include but is not limited to copies of solicitation letters and/or faxes to DBE firms.

FAILURE TO SUBMIT DOCUMENTATION

Failure of the apparent low bidder to submit the Certificate of Good Faith Efforts, the Bidders List, Exhibit A forms, Affidavit of Good Faith Efforts and supporting documentation **within three (3) working days** from the time of notification by Mn/DOT's Office of Construction and Innovative Contracting may result in the rejection of the bid and forfeiture of their proposal guaranty.

DBE CONTRACTUAL GOAL

The DBE goal on this contract is 10.1 percent.

The goal may be attained by means of:

1. A subcontract agreement or affidavit with a Mn/UCP-certified DBE;
2. An equipment lease agreement with a Mn/UCP-certified DBE;
3. A joint venture with a Mn/UCP-certified DBE. This joint venture must be approved by the Mn/DOT Office of Civil Rights prior to bid opening;
4. A purchase agreement with a Mn/DOT certified DBE supplier (sixty percent of the supplier's contracted amount will be credited toward the DBE goal); or
5. Other services pre-approved by the Mn/DOT Office of Civil Rights.

The bidder shall make every reasonable effort to subcontract work to DBEs through good faith negotiations and/or solicitations in advance of the date specified for the opening of bids.

The bidder shall indicate at the time of bid their DBE commitment (which may be different from the goal indicated in this proposal) that they intend to subcontract to DBEs. A bidder who fails to indicate a DBE commitment must fulfill the "total goal" indicated in this proposal.

EVALUATION OF GOOD FAITH EFFORTS

If the apparent low bidder (hereafter ALB) has a DBE commitment that indicates they will accomplish none or only a portion of the Disadvantaged Business Enterprise (DBE) goal, they must demonstrate good faith efforts in attempting to meet that goal. Mn/DOT's Good Faith Efforts Review Committee shall review all "good faith efforts" documents submitted, and any amendments, and make a recommendation to the Director of OCR. If the ALB fails to meet the Good Faith Effort, as noted in this document, the Good Faith Efforts Review Committee will recommend to the Director of OCR that the Good Faith Effort be rejected. The Director will make the final decision if the Good Faith Efforts are to be rejected.

The ALB must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of 49 C.F.R. Part 26 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. The DBE Liaison Officer will make the final determination on whether a bidder made sufficient good faith efforts to meet the goal in accordance with the guidelines set forth in 49 C.F.R. §26.53, and Appendix A thereto. Compliance will be determined on a case-by-case basis, based on a review of documentation of the following general types of activities:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal/pre-bid meetings, advertising and /or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The ALB must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The ALB must determine with certainty if the DBEs are interested by taking appropriate steps to follow up on the initial solicitations;
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the ALB might otherwise prefer to perform these work items with its own forces;
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation;
4. Negotiating in good faith with interested DBEs. The ALB has the responsibility to make a portion of the work available to DBE Subcontractors (including Consultants), Suppliers and Service Providers, and to select those portions of the work or material needs consistent with the available DBE Subcontractors, Service Providers and Suppliers so as to facilitate DBE participation. Evidence of such negotiations include the names, addresses, and telephone numbers of DBEs that were considered; a description of information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work;
5. An ALB using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for an ALB's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ALB's ability or desire to perform the work of a contract with its own organization does not relieve the ALB of the responsibility to make good faith efforts. The ALB is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable;
6. Rejecting DBEs as being unqualified must be based on a thorough investigation of their capabilities and sound reasons for rejecting DBEs must be articulated. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of proposals/bids in the ALB's efforts to meet the project goal;

7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Mn/DOT or the ALB;
8. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
9. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State and Federal offices of minority/women business assistance; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs; and
10. The performance of other bidders in meeting the contract requirements. For example, when the ALB fails to meet the contract goal, but other bidders meet it, the question may be reasonably raised as to whether, with additional reasonable efforts; the ALB could have met the goal. If the ALB fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence of the ALB having made good faith efforts.

The ALB shall submit signed agreement(s) and/or affidavit(s) committing themselves to the use of Disadvantaged Business Enterprises (DBEs) for at least the percentage submitted with the bid proposal within 3 working days from the time they are notified, by the Office of Construction and Innovative Contracting that they are the ALB. The ALB shall also submit the OJT Acknowledgement form committing themselves to implementing the OJT Program on this project, as outlined in Section **(2041) ON-THE-JOB-TRAINING PROGRAM** of the EEO Special Provisions.

All DBE subcontract agreement(s) including Purchase Orders/Purchase Agreements or affidavit(s) must be accompanied by a completed Description of Work form, which is identified as "Exhibit A," a copy of which is attached hereto. This information is to be submitted to the Mn/DOT Office of Civil Rights within the allowed three (3) working days from the ALB's receipt of the letter notifying the company that they are the ALB, with the DBE subcontract agreement(s) and/or affidavit(s). Failure to submit a completed Exhibit A form with each DBE signed agreement(s) and/or affidavit(s) within the 3-day working day period or any allowed extension will result in the rejection of the bid and the forfeiture of the proposal guaranty.

If the Director of Mn/DOT's Office of Civil Rights determines that adequate good faith efforts have not been demonstrated, the ALB will be notified in writing of the decision and advised of their right to request administrative reconsideration. The rejected bidder will not be approved as a subcontractor or material supplier with the bidder who is ultimately awarded the contract.

ADMINISTRATIVE RECONSIDERATION

Within five days of being informed by Mn/DOT that it is not responsive because it has not documented good faith efforts, an ALB may request administrative reconsideration. The bidder should make this request in writing to the reconsideration official, Lisa Freese, Deputy Commissioner, or designee, at the following address: 395 John Ireland Blvd. St. Paul, Minnesota 55155; Email Address: lisa.freese@dot.state.mn.us, Phone: (651) 366-4807. The reconsideration official will not have played any role in the original determination that the ALB did not make good faith efforts.

Mn/DOT will provide the ALB with a written decision on reconsideration, explaining the basis for the determination. The ALB will have the opportunity to:

1. Provide written documentation or argument on record concerning the issue of whether the ALB met the goal or made adequate good faith efforts to do so; and
2. Meet in person with Mn/DOT or its reconsideration official to discuss the issue of whether the ALB met the goal or made adequate good faith efforts to do so.

In accordance with 49 C.F.R. §26.53, the result of the Mn/DOT's reconsideration process is not subject to administrative appeal to the U.S. Department of Transportation.

COUNTING DBE PARTICIPATION

In accordance with 49 C.F.R. §26.55, Mn/DOT will utilize the following guidelines in determining the percentage of DBE participation that will be counted toward the overall DBE goal:

1. When a DBE participates in the Contract, the value of the work actually performed will be counted;
2. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of the regulations (49 C.F.R. §26.55(f)) at the time of the due date for Bids or offers of the contract, the firm's participation toward any DBE goals will not be counted, except as provided for in 49 C.F.R. §26.87(i);
3. The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal;
4. The participation of a DBE Subcontractor toward the Contractor's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE;
 - A. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. §26.55 that is performed by the DBE's own forces). Include the cost of supplies and materials obtained by the DBE for the work of the Contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate);
 - B. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, count toward DBE goals, provided that the Mn/DOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services;
 - C. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals;
 - D. When a DBE performs as a participant in a joint venture, Mn/DOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals; and

5. Mn/DOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

COMMERCIALLY USEFUL FUNCTION

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Mn/DOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors;
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions must be examined, particularly those in which DBEs do not participate;
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Mn/DOT will presume that it is not performing a commercially useful function;
4. When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of work involved and normal industry practices;
5. Mn/DOT's decisions on matters of whether a DBE performs a commercially useful functions are subject to review by the concerned operating administration, but is not subject to an administrative appeal to US DOT; and
6. Mn/DOT will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there can not be a contrived arrangement for the purpose of the meeting DBE goals;
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck, which **must be used** on the project at all times;
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs;
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;

- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement, provided the DBE utilizes **at all times** during the contract at least one company-owned fully operational unit with an employee driver. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE; and
 - f. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
7. Mn/DOT will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. Mn/DOT will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 - b. Mn/DOT will count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business; and
 - c. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
 - d. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease and not on an ad hoc or contract-by-contract basis;
 - e. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 C.F.R. §26.55(e)(2); and
 - f. Mn/DOT does not allow drop shipments. Materials and supplies obtained from a DBE regular dealer that are drop-shipped to a project site will not be counted toward DBE goals.
8. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Mn/DOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals,

provided that Mn/DOT has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services rendered, and that the DBE has been certified by the Mn/UCP as a broker for such services. However, Mn/DOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.

FAILURE TO FULFILL DBE COMMITMENT

Where it appears that the prime contractor is failing to fulfill the Disadvantaged Business Enterprise subcontracting commitments made, sanctions for noncompliance may be invoked which include, but are not limited to, Mn/DOT withholding progress payments and deducting from the contract proceeds as liquidated damages and not as a penalty, a sum equal to the portion of the DBE commitment not fulfilled.

Where the contractor fails to fulfill the full amount of contracts executed with DBE firms, as required by this contract through no fault of the DBE firms, Mn/DOT will deduct from the contract proceeds, as liquidated damages and not as a penalty, a sum equal to the portion of the DBE goal which has not been met. However, if Mn/DOT reduces the quantity of work subcontracted to the DBE, this provision does not apply.

The provisions of Mn/DOT 1302 are modified to the extent that any bidder failing to perform any or all of the responsibilities contained herein may constitute grounds for the Commissioner of Transportation to declare the bidder (non-responsive) with respect to future contracts.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. This clause applies to both DBE and non-DBE subcontractors. Any contractor making payments to subcontractors must complete and submit the attached Contractor Payment form.

DBE REPLACEMENT

The contractor shall make good faith efforts, to the satisfaction of the Mn/DOT Office of Civil Rights, to replace Disadvantaged Business Enterprise subcontractors who are unable to perform successfully with another Disadvantaged Business Enterprise, as applicable. Mn/DOT's Office of Civil Rights shall approve all substitutions of subcontractors during the contract performance in order to ensure the substitute firms are eligible DBEs.

Once a contractor submits an affidavit, subcontract or other signed agreements, and an Exhibit "A" (which shall include the DBE business's name and contract amount, and the type of work), the DBE business cannot be substituted by another DBE business for any reason until the following occurs:

1. Mn/DOT's Office of Civil Rights receives a letter requesting approval of the substitution, including the reasons for the substitution; and,
2. Mn/DOT's Office of Civil Rights approves the substitution.

Mn/DOT staff will use all available means to assist the contractor, when requested, in replacing DBEs. This assistance may include but is not limited to:

1. Providing the contractor with information regarding the availability of other DBEs.
2. Providing the contractor with assistance in locating available DBEs.

AWARD OF CONTRACT

If all other contract requirements are met as to the awarding of the contract, the contract will be awarded to the lowest responsive bidder who submits all good faith efforts documentation and either meets the DBE goal or demonstrates Good Faith Efforts, as defined above.

The apparent successful bidder shall be notified by Mn/DOT Office of Construction and Innovative Contracting that it is the Apparent Low Bidder (ALB) on the project. The ALB shall submit signed agreement(s) and/or affidavit(s) committing themselves to the use of Disadvantaged Business Enterprises (DBEs) for at least the percentage submitted with the bid proposal within three (3) working days of notification. The ALB shall also submit the OJT Acknowledgement form committing themselves to implementing the OJT Program on this project, as outlined in Section S-53 (2041) **ON-THE-JOB-TRAINING PROGRAM** of the Contract Special Provisions.

All DBE subcontract agreement(s) including Purchase Order/Purchase Agreement or affidavit(s) must be accompanied by a completed description of work form which is identified as "Exhibit A," a copy of which is attached hereto. This information is to be submitted to the Mn/DOT Office of Civil Rights within the allowed three (3) working days from receipt of notification of being the apparent low bidder, with the DBE subcontract agreement(s) and/or affidavit(s). Failure to submit a completed Exhibit A form with each DBE signed agreement(s), purchase order and/or affidavit(s) within the 3-day working day period or any allowed extension will result in the rejection of the bid and the forfeiture of the proposal guaranty.



DBE Description of Work (Exhibit A) and Field Monitoring Report

A contract with the Prime Contractor cannot be awarded unless this form is submitted with a signed subcontract, purchase order or affidavit for every DBE. The DBE subcontractor is to fill out all of the appropriate information and sign this form.
PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE Subcontractors, including Trucking firms must complete Section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____
 Prime Contractor: _____ Phone #: _____
 DBE Subcontractor: _____ Phone #: _____
 DBE Principal Name: _____ Total Subcontract \$: _____
 DBE Participation Claimed: Percent _____ % Amount \$ _____

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
2. Are the items, quantities, and prices listed on the subcontract agreement/affidavit correct? _____
3. List the line items to be performed: _____

4. Are there any other agreements not addressed in the subcontract? If yes, please explain: _____

5. If equipment to be used is other than what is listed in your DBE certification file please answer the following:
 - a. Will the renting or leasing include any of the following: (Attach a copy of the lease/rental agreement(s)).
Equipment _____ Insurance _____ Operator _____ or Maintenance _____
 - b. Lessor's name: _____
Amount to be paid: _____ Number of days to be used: _____
6. Will there be any other firm(s) providing work listed in your (DBE) subcontract?
If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____
7. What is the name of the person supervising your work on this project? _____
Is this your employee? _____
8. How many people will you be employing on this project? _____ Minorities: _____ Females: _____
9. Total dollar amount of materials to be supplied? _____
10. Who are you purchasing the materials from? _____
11. Please submit Purchase Agreement and/or Purchase Order from manufacturer(s) or primary material supplier(s).
NOTE: This Exhibit 'A' will not be approved without the Purchase Agreement/Purchase Order.
12. Please list all subcontracts that your firm will be performing during the current construction season including non-DBE work:
(Attach additional sheet if necessary.)

	Project Number	Prime Contractor	Project Location	# of Working Days
1.				
2.				
3.				

Section (B):

TO BE COMPLETED ONLY BY THE DBE TRUCKER

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____)
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. If ITO's or trucking companies are to be used on this project answer the following:

	Name of ITO/Company	Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
1.			
2.			
3.			
4.			

Section (C): (All DBE Subcontractors, including Trucking firms, must complete Section C.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any changes within 10 days of the change(s).

DBE Company: _____

DBE Principal: _____
Signature Title Date

Section (D): TO BE COMPLETED BY Mn/DOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Project Number: _____ District # _____
Mn/DOT OCR Staff Person: _____ Phone No. _____
Project Engineer: _____ On-site Phone #: _____
Office Phone #: _____

Section (E): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO 1/2 COMPLETED

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards? Yes _____ No _____
5. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the Mn/DOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION DBE TRUCKING GUIDELINES

In accordance with 49 C.F.R. Part 26, the Minnesota Department of Transportation (Mn/DOT) will use these guidelines to determine whether a firm is eligible to be counted as a DBE trucking firm, a DBE truck broker, or a regular dealer. It is the responsibility of the prime contractor and the DBE trucking firm (or the DBE truck broker) to ensure the following guidelines are met on all Mn/DOT projects. Mn/DOT must approve the DBE trucking participation prior to the award of contract.

DBE TRUCKING FIRM REQUIREMENTS

- A. DBE trucking firms must comply with all Minnesota Trucking Regulations, Mn/DOT Standard Specifications, and Contract provisions.
- B. DBE trucking firms must own at least one fully operational truck that is used on a day-to-day basis. For purposes of defining "truck," a single axle dump truck is considered a "truck;" a tandem axle dump truck is considered a "truck;" and, a combination of a tractor and trailer is considered a "truck. A DBE company-owned truck utilizing an employee driver **must be** used on the project at all times during the contract.
- C. DBE trucking firms may lease additional trucks, except from (prime) contractors for whom they are doing work to fulfill a DBE goal. However, as noted above, a DBE company-owned truck with an employee driver **must be** used on the project at all times during the contract. Valid lease agreements must be submitted to Mn/DOT as part of the certification process. A valid lease agreement must include all of the following:
 - 1. Be a minimum 6 months in length;
 - 2. Include an agreement to fixed monthly payment amounts;
 - 3. Designate the DBE as the person controlling the workflow of the equipment;
 - 4. Driver must be on the DBE's payroll; and,
 - 5. The DBE trucking firm must be responsible for fuel, maintenance, insurance, payment of salary, and benefits to the drivers, if applicable.
- D. The DBE trucking firm must control the management aspects such as scheduling.
- E. Trucks owned or leased by DBE trucking firms must be placarded with the DBE Trucking firm's Logo.
- F. The financial risk that is assumed by the DBE trucking firm must be real and substantial. The haul slips must be issued in the name of the DBE trucking firm. All DBE trucking firms must keep full and accurate records, including operating expenses, operating revenue, miles operated, and payroll information as may be required by the Mn/DOT Office of Civil Rights.
- G. REGULAR DEALER
For a DBE trucking firm to be recognized by Mn/DOT as a regular dealer for DBE credit, a firm must be an established regular business that engages, as its principal business, and under

its own name, in the purchase and sale of the products and goods in its normal course of business. Mn/DOT will evaluate the following criteria to determine whether a DBE trucking firm qualifies as a regular dealer in bulk items such as sand and gravel:

1. Does the firm own or lease the material site?
2. Does the firm arrange for testing and certification of materials?
3. Is the firm solely responsible for securing necessary permits?
4. Is the firm responsible for excavating the material?
5. Is this activity the principal business of the firm?

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates the distribution equipment of the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and shall meet the requirements B and C of these trucking guidelines.

Distribution equipment is defined as including the machinery used to extract, load, and transport the bulk items. The distribution equipment required for the above-referenced bulk items varies from industry to industry.

H. COUNTING DBE PARTICIPATION

A certified DBE trucking firm will be given DBE participation credit only for the work performed using the firm's own resources, as approved in their certification. When a certified DBE trucking firm performs as a regular dealer of bulk items listed in (G) above, Mn/DOT will count 60% of the cost of the bulk items toward the DBE goal, and 100% of the value of the transportation services toward the DBE goal. If the DBE trucking firm's performance on the contract is limited to transporting the bulk items, Mn/DOT will count only the trucking portion of the contract at 100%. Mn/DOT does not allow drop shipments to a project site and no DBE credit will be given toward a goal for drop shipments of materials or supplies.

I. DBE TRUCK BROKER REQUIREMENTS

Certified DBE businesses that own no trucks for use to fulfill a DBE goal will be counted as trucking brokers, provided that they have been certified by the Mn/UCP as trucking brokers. DBE participation credit will be given for the actual amount of the brokerage fee and not for the amount of the subcontract.

J. RENTAL EQUIPMENT OPERATORS

Certified DBE businesses that own no trucks but own trailers for rent or lease for use to fulfill a DBE goal will be counted as rental equipment operators/firms, provided they have been certified by the Mn/UCP as equipment rental businesses. DBE participation credit will be given for the actual amount of the trailer rental fee and not for the amount of the subcontract.

K. CERTIFIED TRUCK SCHEDULE

All DBE trucking firms must submit a certified truck schedule to Mn/DOT. The truck schedule will list all the trucks owned as defined in B and C above by the DBE trucking firm. Only the trucks listed on the schedule and approved by Mn/DOT may be used to perform work for credit toward DBE goals. The DBE trucking firm will submit a revised schedule within two (2) weeks of a change in certified vehicles.

L. MONITORING

Annual monitoring is based on the total dollar amount paid to the DBE trucking firm by the prime contractor(s) on all projects for the year in review.

M. VIOLATIONS

Any certified trucking firm or broker must comply with the above stated guidelines. If any violations occur, Mn/DOT has the right to initiate removal of DBE eligibility proceedings.



MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATE OF GOOD FAITH EFFORTS

S.P. _____ Prime Contractor _____ Low Bid _____ Goal _____
 Total DBE Commitment _____ (_____ %)

LIST YOUR SOLICITATION OF ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Subcontractor/Supplier/Service provider	DBE?		Phone	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
	Yes	No		Letter	Phone		
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

(Make additional copies of this form as necessary)



MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

BIDDERS LIST

S.P.: _____

Prime Contractor _____ Low Bid _____ Goal _____

Total DBE Commitment _____ (_____ %)

List all comparative quotes of participants performing on the project and participants that bid, including DBEs and non-DBEs. Include Subcontractors, Suppliers, Sub-consultants & Service providers.

Name, Contact Name and Phone number of Contractor *	Check (✓) Firms That Will Be Used	Description of Work	Dollar Amount of Subcontract/Quote
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

* Please indicate with an asterisk (*) or check mark (✓) which subcontractors, suppliers, sub-consultants & service providers you will be using on the project.

(Make additional copies of this form as necessary)

**Minnesota Department of Transportation
Office of Civil Rights**

Contractor Payment Form

State Project Number: _____ Prime _____ Subcontractor _____

Payment Reporting Period: (From: _____) To: _____

Instructions: All Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to Mn/DOT's Office of Civil Rights (OCR) until final payment is made. Include payments to subcontractors, service providers, sub-consultants & independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the prime contractor to be withheld. Submit one copy of this form to the OCR Office and one to the project engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor's Name, Address, Telephone Number		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name of Subcontractor/Supplier		Description of Work		Subcontract Amount
DBE? (Check if Yes)				
1.		1.		1.
2.		2.		2.
3.		3.		3.
Amount of Current Payment		% Paid to date	Final Payment? Yes / No	
1.		1.		
2.		2.		
3.		3.		
Company Official's Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	

(This form may be submitted in an alternate format)

**Minnesota Department of Transportation
Office of Civil Rights**

GOOD FAITH EFFORTS AFFIDAVIT

STATE OF MINNESOTA
COUNTY OF _____

I, _____ hereby acknowledge that I am the _____
of _____, that has been identified as the apparent
successful bidder of the State Project.

S.P. _____.

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his or her knowledge and belief.

Signed _____
Bidder or authorized representative

Subscribed and sworn to before me

This _____ day of _____, 2003

Notary Public

My commission expires _____, 20_____

On-the-Job Training Acknowledgment

S.P: _____ Apparent Low Bidder: _____

On behalf of the company identified above, I acknowledge that:

- 1 This project *(check one)* { does not contain an On-the-Job Training requirement
(proceed to 5, below)
 does contain an On-the-Job Training requirement for:
_____ hours utilizing at least _____ Trainees; and
(Enter hours listed in Proposal) (Enter No. of Trainees listed in Proposal)
- 2 If awarded this project, the above-named company is responsible for implementing the OJT program on this project; and
- 3 The above-named company shall provide an OJT Training Plan to the Project Engineer within ten days after the date of award of this project, or at the Pre-construction meeting, whichever occurs later; and
- 4 The above-named company *(check one)* { is a participant in the OJT Pilot Program
(proceed to 5, below)
 is not

5 _____
Signature Title Date

Please submit this form to the Office of Civil Rights
Submission of this form is required before contract may be awarded.

Office of Civil Rights
395 John Ireland Blvd
Mail Stop 170
St. Paul, MN 55155
Phone: (651) 366-3073
Fax: (651) 366-3129

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

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

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

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 5, 6-7, 8-13, 14, 15-16, 21-22, 23-34). The Mn/DOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 8-13, 15-16). Mn/DOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statute 363.073 and its accompanying rules.

Mn/DOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 21-34 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 363.073)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 3), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 6-7), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 8-13), the "Equal Opportunity Clause" (EEO Page 14) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 23-34).
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 15-16.

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 363.073 and Minnesota Rules Part 5000.3520 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 Statute 363.073, and Minnesota Rules Part 5000.3540 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 Statute 363.073 and Minnesota Rules Part 5000.3520 for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Army Corps of Engineers Centre, 190 E 5th Street, Suite 700, St. Paul, Minnesota 55101 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statute, Section 363.073, and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute, Section 363.073, and Minnesota Rules, Parts 5000.3400 to 5000.3600 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 Statute 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600. 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 Statute 363.073, subd. 2-3).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section 363.073, 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 363.073 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Army Corps of Engineers Centre, 190 E. 5th Street, Suite 700, St. Paul, Minnesota 55101. (651) 296-5663, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section 363.073 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

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

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

Definitions:

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

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

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

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

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

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

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

NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statute 363.073, 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 19-20.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 17-18) 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 9-12, 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 to the Project Engineer at the preconstruction conference, and shall supply a copy to the Contract Compliance Specialist (CCS) assigned to the project. 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 21) and submits it to the 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 22). 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

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (*con't*)

not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

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

7. Training and Promotion.

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor 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 363.073)**

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

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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 363.073 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

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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.

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- (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.)

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- (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 363.073, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

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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 363.073.
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 363.073, 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 363.073, 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 363.073 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	11%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	11%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2.9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	11%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2.2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	11%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	11%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	11%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	11%	6%
Watonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%

Minnesota Department of Transportation

Office of Civil Rights
Contractor Employment Data

1. Contractor Name and Address:

2. Employment Data

a) Name: Last Name, First Name, MI

b) Social Security #

g) Level
(A, J, or T)

f) Trade/Foreman,
Supervisors, Managers

e) Gender
(M or F)

d) Ethnicity

c) New Hire
(Y or N)

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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 Mn/DOT construction project for the calendar year. (Prime and Subs)

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

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

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

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) SP# _____ County or City _____		3. Contractor Name: Federal Tax ID: Street Address: _____ City, State Zip _____		4. Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> (check one) 5. Dollar Amount of Contract: _____ 6. Percent of Completion: _____					
7. Employment Data a) Name: Last, First Middle Initial _____		2. Reporting Period _____ to _____		e) Gender M or F _____		Trade/Foreman, Supervisors, Managers _____		g) Level (A, J or T) _____		h) Hours Worked This Period _____	
b) Social Security # _____		c) New Hire (Y or N) _____		d) Ethnicity _____							
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8. Contract Goals MINNESOTA GOALS %OBTAINED _____ % Minority _____ % _____ % Women _____ %		9. Prepared by: (Signature) _____ Print Name: _____ Title: _____ Date: _____ Phone: _____ Fax: _____		10. Reviewed by: (Signature) _____ Print Name: _____ Title: _____ Date: _____ Phone: _____ Fax: _____							

INSTRUCTIONS FOR EEO-13
MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State Project #, county project is located in, are you a prime or sub, and contract value.
6. Percent of Completion is the estimated percentage of work completed including this reporting period.
7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
 - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable Mn/DOT EEO staff to readily identify individuals on all projects.
 - 7b. Social Security Number self-explanatory.
 - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
 - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a Mn/DOT approved Trainee.
 - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 15-16.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

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

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

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



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: _____

<p>1. Ethnic Background: Hispanic _____; Black _____; Asian/Pacific Islander _____; White _____;</p> <p>Am. Ind/Alaskan _____ (Verify with Tribal I.D. # or Affiliation _____).</p> <p>2. Male; _____ Female; _____.</p>

**CERTIFICATION OF ON-THE-JOB TRAINING HOURS
FEDERAL-AID-PROJECTS**

Contractor: *submit original and one copy monthly to the project engineer*

CONTRACTOR	REPORTING PERIOD:
ADDRESS	S.P. NO. (LOW):
	F.P. NO.:

TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE

Amount of Claim _____ HOURS @ _____ PER HOUR = \$ _____

<p>CONTRACTOR: The undersigned contractor hereby certifies that the listed employees are bonafide trainees as required by the On-the-Job Training Special Provision and that they have worked the hours as reported above.</p> <p>_____</p> <p style="text-align: center;"><i>Contractor Signature/Title</i> <i>Date</i></p>
<p>PROJECT ENGINEER: I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.</p> <p>_____</p> <p style="text-align: center;"><i>Engineer Signature/Title</i> <i>Date</i></p>

COMMENTS:

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Form-1273

(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version March 10, 1994)

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I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in

accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity:

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

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

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
REQUIRED CONTRACT PROVISIONS (con't)

2. EEO Officer:

The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy:

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions.

(The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions:

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

REQUIRED CONTRACT PROVISIONS (con't)

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

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

7. Unions:

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

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any

REQUIRED CONTRACT PROVISIONS (con't)

segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on

behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

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

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d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

4. Apprentices and Trainees (Programs of the U.S. DOL):

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training

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Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this

contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as

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provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially possible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-

0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final

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construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise

disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law.

To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed

on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts -49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded

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from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b.** Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.** Are not presently indicted for or otherwise criminally or

civily charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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g. A participation in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

APPENDIX A (Long Version)
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

The required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 4-93) is restated here for emphasis:

Section IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

Section IV.2, Classification

2. Classification

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

For implementation reference Section IV.2(c), (d) and (e).

The Required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 4-93) is amended as set forth:

Section V. STATEMENTS AND PAYROLLS

In part c of Section V.2, Payrolls and Payroll Records, the term “furnish” in this context will be accomplished by the subcontractors, on the project, sending their certified payroll reports to the government’s prime contractor. The prime contractor will then be required to send copies of both the subcontractor’s and their own certification forms, Mn/DOT 21658A form, to the project engineer. The prime contractor will maintain at a readily accessible location acceptable to Mn/DOT all the payrolls (both theirs and the subcontractors) during the course of the work and for a period of three years from the date of the completion of the contract.

Mn/DOT, as the contracting agency, will stand, upon demand, require the prime contractor to send to the project engineer copies of any or all contractor’s certified payrolls from any given project.

**APPENDIX A (Short Version)
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

The Required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 4-93) is restated here for emphasis:

Section IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

Section IV.2, Classification

2. Classification

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

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(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

For implementation reference Section IV.2(c), (d) and (e).

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MBM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON MET	Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper	P-A	Pipe-Arch
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place	PREC	Precast
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously	RMC	Rigid Metallic Conduit
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated	RDWY	Roadway
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert	SPE	Special
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design	SQ YD	Square Yard
DBL	Double	STA	Station
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge	UNDERGRD	Underground
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

S.P. _____

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

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

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

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

Total Estimated Invoice Price = _____

Percent of Total Bid Price = _____

Contractor Name: _____
Vendor Number: _____

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

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

CONTRACT

DATE OF OPENING : April 27, 2007

CALL ORDER : 073

JOB NUMBER : 070073

PROJECTS

2783-107
2782-9340
2782-27873
OTHERS

COUNTY : HENNEPIN

CODE: P0015

1. PROGRESSIVE CONTRACTORS INC

JOB NUMBER : 070073

S.P. 2783-107 (T.H. 35W = 394) --- IM 0353(306) --- In Hennepin County on T.H. 35W North of T.H. 94 to Stinson Blvd. In the City of Minneapolis --- Concrete Crack and Joint Repair, Concrete Planing, Concrete and Bituminous Surfacing, Bituminous Mill and Overlay, Anti-Icing System, Lighting, Guardrail, TMS, and Bridge Rehabilitation - Br. No.'s 27873, 27874, 27902, 27879B, 27879A, 27880A, 27880, 27903, 9340, 27888, 27887, 27893

DBE GOAL : 10.10 %

SITE		CONTRACT TIME	LIQUIDATED DAMAGES

CONTRACT	10/26/07	0 WORK DAYS	\$ 0.00

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 CONC CRACK & JT REPAIR ETC						
0010	2011601/00003 CONSTRUCTION SURVEYING	LUMP SUM				31,260.00
0020	2021501/00010 MOBILIZATION	LUMP SUM				669,000.00
0030	2031501/00042 FIELD OFFICE TYPE D-MODIFIED	EACH 1.000	10,000.00000			10,000.00
0040	2031503/00041 FIELD LABORATORY TYPE DX	EACH 1.000	4,000.00000			4,000.00
0050	2051501/00010 MAINT AND RESTORATION OF HAUL ROADS	LUMP SUM				1.00
0060	2102501/00020 PAVEMENT MARKING REMOVAL-PERMANENT	SQ FT 1,116.000	1.20000			1,339.20
0070	2102502/00015 PAVEMENT MARKING REMOVAL-TEMPORARY	LIN FT 2,000.000	0.40000			800.00
0080	2102502/00020 PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT 45,035.000	0.40000			18,014.00
0090	2104501/00018 REMOVE PIPE SEWERS	LIN FT 15.000	60.00000			900.00

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	2104501/00022 REMOVE CURB AND GUTTER	7,564.000 LIN FT	1.50000		11,346.00	
0110	2104501/00042 REMOVE GUARD RAIL-PLATE BEAM	17,413.000 LIN FT	1.50000		26,119.50	
0120	2104501/00200 REMOVE CONDUIT SYSTEM	1,600.000 LIN FT	3.45000		5,520.00	
0130	2104505/00021 REMOVE CONCRETE WALK	2,623.000 SQ YD	6.75000		17,705.25	
0140	2104505/00122 REMOVE BITUMINOUS SHOULDER PAVEMENT	7,522.000 SQ YD	1.95000		14,667.90	
0150	2104509/00038 REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM	22.000 EACH	180.19000		3,964.18	
0160	2104509/00048 REMOVE LIGHTING UNIT	115.000 EACH	224.00000		25,760.00	
0170	2104509/00049 REMOVE LUMINAIRE	1.000 EACH	155.00000		155.00	
0180	2104509/00055 REMOVE TWISTED END TREATMENT	2.000 EACH	200.00000		400.00	
0190	2104509/00057 REMOVE LIGHT FIXTURE	28.000 EACH	60.00000		1,680.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	2104509/00114 REMOVE DRAINAGE STRUCTURE	EACH 18.000	750.00000		13,500.00	
0210	2104509/00390 REMOVE EQUIPMENT PAD	EACH 2.000	430.00000		860.00	
0220	2104509/00399 REMOVE HANDHOLE	EACH 4.000	231.00000		924.00	
0230	2104509/00400 REMOVE LIGHT STANDARD BASE	EACH 88.000	295.00000		25,960.00	
0240	2104509/00740 REMOVE ECCENTRIC LOADER BCT	EACH 24.000	180.19000		4,324.56	
0250	2104509/00745 REMOVE ENERGY ABSORBING TERMINAL	EACH 5.000	200.00000		1,000.00	
0260	2104511/00011 SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT 117.000	18.00000		2,106.00	
0270	2104523/00004 SALVAGE CASTING	EACH 23.000	250.00000		5,750.00	
0280	2104523/00072 SALVAGE MARKER	EACH 7.000	250.00000		1,750.00	
0290	2104523/00496 SALVAGE SERVICE CABINET	EACH 2.000	166.00000		332.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	2104601/01011 HAUL SALVAGED MATERIAL	LUMP SUM				1,725.00
0310	2105501/00010 COMMON EXCAVATION	66.000 CU YD	15.00000			990.00
0320	2105507/00010 SUBGRADE EXCAVATION	5,019.000 CU YD	7.95000			39,901.05
0330	2105525/00010 TOPSOIL BORROW (LV)	50.000 CU YD	25.00000			1,250.00
0340	2105601/00010 DEWATERING	LUMP SUM				7,500.00
0350	2105603/00010 MINOR GRADING	1,238.000 LIN FT	6.00000			7,428.00
0360	2105607/00025 EXCAVATION SPECIAL	100.000 CU YD	65.00000			6,500.00
0370	2211503/00050 AGGREGATE BASE (CV) CLASS 5	1,844.000 CU YD	19.00000			35,036.00
0380	2231501/00010 BITUMINOUS PATCHING MIXTURE	15.000 TON	250.00000			3,750.00
0390	2232501/00040 MILL BITUMINOUS SURFACE (1.5")	1,928.000 SQ YD	3.00000			5,784.00

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	2232501/00050 MILL BITUMINOUS SURFACE (2.0")	31,516.000 SQ YD	1.65000		52,001.40	
0410	2232603/00054 MILL CONCRETE CURB	638.000 LIN FT	9.00000		5,742.00	
0420	2301529/00011 REINFORCEMENT BARS (EPOXY COATED)	9,292.000 POUND	1.80000		16,725.60	
0430	2301531/00508 EXPANSION JOINTS DESIGN E8S	11.000 LIN FT	75.00000		825.00	
0440	2301538/00010 DOWEL BAR	1,162.000 EACH	8.00000		9,296.00	
0450	2301603/00454 JOINT REPAIR (TYPE A-1H) 1/2"	24,307.000 LIN FT	2.40000		58,336.80	
0460	2301603/00490 JOINT REPAIR (TYPE B-3)	2,520.000 LIN FT	25.20000		63,504.00	
0470	2301603/00520 CRACK REPAIR (TYPE B-1)	1,560.000 LIN FT	25.20000		39,312.00	
0480	2301603/00548 CRACK REPAIR (TYPE A-4H)	720.000 LIN FT	2.40000		1,728.00	
0490	2301603/00595 MID-PANEL REPAIR (TYPE C-2)	316.000 LIN FT	66.20000		20,919.20	

CONTRACT ID: 070073

PROJECT(S): 2783-107
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OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	2301603/00660 LONGITUDINAL REPAIR SPECIAL (TYPE B-2D)	130.000 LIN FT	42.00000		5,460.00	
0510	2301603/00676 LONGITUDINAL JOINT REPAIR (TYPE A-5H) 1/2"	15,100.000 LIN FT	2.40000		36,240.00	
0520	2301603/00745 CONTRACTION JOINT REPAIR (TYPE C-3D)	4,736.000 LIN FT	61.20000		289,843.20	
0530	2301603/01025 EDGE REPAIR (TYPE B-2C)	315.000 LIN FT	32.00000		10,080.00	
0540	2301603/02333 EXPANSION JT SPECIAL (TYPE C-3BS)	164.000 LIN FT	92.00000		15,088.00	
0550	2301604/00045 CONCRETE PLANING	93,432.000 SQ YD	3.57000		333,552.24	
0560	2301604/00130 PAVEMENT REPLACEMENT (TYPE CX)	278.000 SQ YD	106.00000		29,468.00	
0570	2301604/00140 PAVEMENT REPLACEMENT SINGLE LANE (TYPE D-1)	598.000 SQ YD	87.45000		52,295.10	
0580	2301604/00150 PAVEMENT REPLACEMENT TWO LANE (TYPE D-2)	1,798.000 SQ YD	87.45000		157,235.10	
0590	2301608/00021 DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)	224.000 POUND	8.00000		1,792.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
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OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	2301608/00104 SEAL CONCRETE PAVEMENT JOINT (3725)	6,164.000 POUND	5.20000		32,052.80	
0610	2301618/00221 SPOT SURFACE REPAIR (TYPE B-2A)	19,300.000 SQ FT	26.45000		510,485.00	
0620	2301618/00422 SURFACE REPAIR (TYPE B-2B)	50.000 SQ FT	18.00000		900.00	
0630	2301618/00527 REPAIR SPECIAL (TYPE B-2E)	590.000 SQ FT	39.00000		23,010.00	
0640	2357502/00010 BITUMINOUS MATERIAL FOR TACK COAT	5,201.000 GALLON	2.25000		11,702.25	
0650	2360501/23900 TYPE SP 12.5 WEARING COURSE MIXTURE (3,L)	7,970.000 TON	51.50000		410,455.00	
0660	2411507/00065 CONCRETE INLET PAD	22.000 EACH	550.00000		12,100.00	
0670	2411603/00050 CONCRETE BARRIER WALL	108.000 LIN FT	237.00000		25,596.00	
0680	2411603/00051 CONC BARRIER WALL-DESIGN SPECIAL	244.000 LIN FT	261.00000		63,684.00	
0690	2433603/00052 RESEAL JOINT TYPE E8	354.000 LIN FT	45.00000		15,930.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0700	2502521/06080 8" PVC PIPE DRAIN	105.000 LIN FT	35.00000		3,675.00	
0710	2502541/06080 8" PERF PVC PIPE DRAIN	1,475.000 LIN FT	69.00000		101,775.00	
0720	2503541/90122 12" RC PIPE SEWER DESIGN 3006	52.000 LIN FT	72.00000		3,744.00	
0730	2503541/90152 15" RC PIPE SEWER DESIGN 3006	59.000 LIN FT	76.00000		4,484.00	
0740	2503602/00042 CONNECT TO EXISTING STORM SEWER	9.000 EACH	750.00000		6,750.00	
0750	2503602/00046 CONNECT INTO EXISTING DRAINAGE STRUCTURE	2.000 EACH	1,000.00000		2,000.00	
0760	2503603/01312 LINING SEWER PIPE 12"	102.000 LIN FT	100.00000		10,200.00	
0770	2503603/01315 LINING SEWER PIPE 15"	1,236.000 LIN FT	65.00000		80,340.00	
0780	2503603/01324 LINING SEWER PIPE 24"	269.000 LIN FT	120.00000		32,280.00	
0790	2506501/00012 CONSTRUCT DRAINAGE STRUCTURE DESIGN A OR F	44.000 LIN FT	375.00000		16,500.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
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OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0800	2506501/00032 CONSTRUCT DRAINAGE STRUCTURE DESIGN C OR G	9.000 LIN FT	375.00000		3,375.00	
0810	2506501/00033 CONSTRUCT DRAINAGE STRUCTURE DESIGN C G OR H	26.000 LIN FT	375.00000		9,750.00	
0820	2506501/02720 CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	5.000 LIN FT	450.00000		2,250.00	
0830	2506501/03620 CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	4.000 LIN FT	650.00000		2,600.00	
0840	2506502/00300 CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	1.000 EACH	35,750.00000		35,750.00	
0850	2506516/00010 CASTING ASSEMBLY	27.000 EACH	599.00000		16,173.00	
0860	2521501/00030 3" CONCRETE WALK	992.000 SQ FT	5.00000		4,960.00	
0870	2521501/00040 4" CONCRETE WALK	1,360.000 SQ FT	8.00000		10,880.00	
0880	2531501/02000 CONCRETE CURB & GUTTER DESIGN SPECIAL	14.000 LIN FT	300.00000		4,200.00	
0890	2531501/02320 CONCRETE CURB & GUTTER DESIGN B624	117.000 LIN FT	24.00000		2,808.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
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2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0900	2531501/04020 CONCRETE CURB & GUTTER DESIGN D324	386.000 LIN FT	24.00000		9,264.00	
0910	2533501/00110 CONC MED BARRIER DES 8308 TYPE A	1,853.000 LIN FT	68.15000		126,281.95	
0920	2533501/00140 CONC MED BARRIER DES 8308 TYPE AA	536.000 LIN FT	72.65000		38,940.40	
0930	2533501/00150 CONC MED BARRIER DES 8308 TYPE A STEP	1,155.000 LIN FT	92.30000		106,606.50	
0940	2533501/00170 CONC MED BARRIER DES 8308 TYPE TRANS	432.000 LIN FT	160.00000		69,120.00	
0950	2533507/00010 PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	200.000 LIN FT	10.00000		2,000.00	
0960	2533508/00010 RELOCATE PORTABLE PRECAST CONC BARRIER DESIGN 8337	200.000 LIN FT	3.50000		700.00	
0970	2533602/00010 MEDIAN BARRIER COVER PLATE	2.000 EACH	1,800.00000		3,600.00	
0980	2545511/09040 LIGHTING UNIT TYPE 9-40	39.000 EACH	1,635.00000		63,765.00	
0990	2545511/09049 LIGHTING UNIT TYPE 9-49	71.000 EACH	1,983.00000		140,793.00	

CONTRACT ID: 070073

PROJECT(S): 2783-107
2782-9340
2782-27873
OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1000	2545511/09449 LIGHTING UNIT TYPE 9D-49	EACH 2.000	2,597.00000		5,194.00	
1010	2545513/00010 LUMINAIRE	EACH 1.000	410.00000		410.00	
1020	2545514/00040 UNDERPASS LIGHTING FIXTURE TYPE L	EACH 24.000	834.00000		20,016.00	
1030	2545515/00005 LIGHT BASE DESIGN E	EACH 39.000	638.00000		24,882.00	
1040	2545515/00009 LIGHT BASE DESIGN H	EACH 73.000	891.00000		65,043.00	
1050	2545521/00021 0.75" RIGID STEEL CONDUIT	LIN FT 240.000	8.21000		1,970.40	
1060	2545521/00027 1" RIGID STEEL CONDUIT	LIN FT 1,470.000	9.21000		13,538.70	
1070	2545521/00053 2" RIGID STEEL CONDUIT	LIN FT 75.000	12.35000		926.25	
1080	2545521/00055 2.0" RIGID STEEL CONDUIT (DIRECTIONAL BORE)	LIN FT 250.000	20.70000		5,175.00	
1090	2545523/00078 3" NON-METALLIC CONDUIT	LIN FT 1,829.000	8.71000		15,930.59	

CONTRACT ID: 070073

PROJECT(S): 2783-107
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OTHERS

ROUTE: TH 35W=394
TH 35W=394
TH 35W=394

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1100	2545523/00079 3" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	2,500.000 LIN FT	18.51000		46,275.00	
1110	2545523/00104 4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	120.000 LIN FT	23.10000		2,772.00	
1120	2545531/01020 UNDERGROUND WIRE 1 COND NO 2	400.000 LIN FT	2.10000		840.00	
1130	2545531/01040 UNDERGROUND WIRE 1 COND NO 4	360.000 LIN FT	2.07000		745.20	
1140	2545531/01100 UNDERGROUND WIRE 1 COND NO 10	5,650.000 LIN FT	0.54000		3,051.00	
1150	2545533/00404 ARMORED CABLE 4 COND NO 4	33,150.000 LIN FT	7.25000		240,337.50	
1160	2545545/00012 EQUIPMENT PAD B	1.000 EACH	1,306.00000		1,306.00	
1170	2545551/00010 JUNCTION BOX	18.000 EACH	455.00000		8,190.00	
1180	2545553/00010 HANDHOLE	36.000 EACH	809.00000		29,124.00	
1190	2545602/00059 INSTALL SERVICE CABINET	1.000 EACH	445.00000		445.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1200	2545603/00072 1.25" LIQUIDTIGHT FLEXIBLE CONDUIT	20.000 LIN FT	10.85000		217.00	
1210	2550532/50214 LEAD-IN CABLE 2 CONDUCTOR NO 14	3,050.000 LIN FT	1.67000		5,093.50	
1220	2550601/00020 REMOVE CABLES	LUMP SUM			656.00	
1230	2550602/09990 LOOP DETECTOR DESIGN SAWCUT	44.000 EACH	928.00000		40,832.00	
1240	2550603/00030 FIBER OPTIC ENCASEMENT	250.000 LIN FT	54.40000		13,600.00	
1250	2554501/00001 TRAFFIC BARRIER DESIGN SPECIAL	650.000 LIN FT	60.36000		39,234.00	
1260	2554501/00040 TRAFFIC BARRIER DESIGN BULLNOSE	500.000 LIN FT	64.48000		32,240.00	
1270	2554501/02038 TRAFFIC BARRIER DESIGN B8338	7,466.000 LIN FT	17.06000		127,369.96	
1280	2554521/00020 ANCHORAGE ASSEMBLY-PLATE BEAM	20.000 EACH	588.35000		11,767.00	
1290	2554523/00028 END TREATMENT-TANGENT TERMINAL	31.000 EACH	2,203.05000		68,294.55	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1300	2554602/00005 IMPACT ATTENUATOR BARRELS	EACH 14.000	145.00000		2,030.00	
1310	2554602/00006 RELOCATE IMPACT ATTENUATOR BARRELS	EACH 14.000	45.00000		630.00	
1320	2554602/00040 T-BARRIER BRIDGE CONN DES 8318	EACH 11.000	250.00000		2,750.00	
1330	2554615/00009 IMPACT ATTENUATOR	ASSEMBLY 2.000	32,500.00000		65,000.00	
1340	2557516/00005 PEDESTRIAN GATE	EACH 2.000	1,500.00000		3,000.00	
1350	2563601/00010 TRAFFIC CONTROL	LUMP SUM			119,000.00	
1360	2563602/00002 RAISED PAVEMENT MARKER TEMPORARY	EACH 1,100.000	1.45000		1,595.00	
1370	2563602/00030 MEDIAN BARRIER DELINEATOR	EACH 4.000	4.00000		16.00	
1380	2563602/01100 PORTABLE CHANGEABLE MESSAGE SIGN	EACH 5.000	6,000.00000		30,000.00	
1390	2564602/00720 INSTALL MARKER	EACH 7.000	50.00000		350.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1400	2565602/51717 NMC LOOP DETECTOR 6'X6'	EACH 38.000	896.00000		34,048.00	
1410	2565602/61717 SAW CUT LOOP DETECTOR 6' X 6'	EACH 12.000	868.00000		10,416.00	
1420	2573502/00040 SILT FENCE, TYPE MACHINE SLICED	2,140.000 LIN FT	1.80000		3,852.00	
1430	2573530/00010 STORM DRAIN INLET PROTECTION	EACH 100.000	250.00000		25,000.00	
1440	2575501/00010 SEEDING	ACRE 2.500	165.00000		412.50	
1450	2575502/00250 SEED MIXTURE 250	POUND 173.000	1.44000		249.12	
1460	2575523/00013 EROSION CONTROL BLANKETS CATEGORY 3	10,937.000 SQ YD	0.98000		10,718.26	
1470	2575532/00010 FERTILIZER TYPE 1	POUND 825.000	0.32000		264.00	
1480	2581501/00010 REMOVABLE PREFORMED PLASTIC MARKING	11,000.000 LIN FT	1.00000		11,000.00	
1490	2582501/02101 PAVEMENT MESSAGE (LEFT ARROW) POLY PREFORM-GROUND IN	EACH 3.000	331.00000		993.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1500	2582501/02102 PAVEMENT MESSAGE (RIGHT ARROW) POLY PREFORM-GROUND IN	EACH 7.000	331.00000		2,317.00	
1510	2582501/02103 PAVEMENT MESSAGE (THRUT ARROW) POLY PREFORM-GROUND IN	EACH 6.000	331.00000		1,986.00	
1520	2582501/02107 PAVEMENT MESSAGE (RIGHT-THRU ARROW) POLY PREFORM - GROUND IN	EACH 2.000	662.00000		1,324.00	
1530	2582501/02108 PAVEMENT MESSAGE (RIGHT-THRU-LEFT ARROW) POLY PREF- GROUND IN	EACH 2.000	993.00000		1,986.00	
1540	2582501/03001 PAVEMENT MESSAGE (LT ARROW) EPOXY	EACH 10.000	125.00000		1,250.00	
1550	2582501/03002 PAVEMENT MESSAGE (RT ARROW) EPOXY	EACH 3.000	125.00000		375.00	
1560	2582501/03005 PAVEMENT MESSAGE (LEFT-THRU ARROW) EPOXY	EACH 7.000	250.00000		1,750.00	
1570	2582501/03015 PAVEMENT MESSAGE (THRU ARROW) EPOXY	EACH 3.000	125.00000		375.00	
1580	2582502/11104 4" SOLID LINE WHITE-PAINT	9,745.000 LIN FT	0.24000		2,338.80	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1590	2582502/11204 4" BROKEN LINE WHITE-PAINT	4,740.000 LIN FT	0.24000		1,137.60	
1600	2582502/12104 4" SOLID LINE YELLOW-PAINT	7,800.000 LIN FT	0.24000		1,872.00	
1610	2582502/31104 4" SOLID LINE WHITE-POLY PREFORM (GROUND IN)	1,945.000 LIN FT	3.14000		6,107.30	
1620	2582502/31108 8" SOLID LINE WHITE-POLY PREFORM (GROUND IN)	10,345.000 LIN FT	6.28000		64,966.60	
1630	2582502/31204 4" BROKEN LINE WHITE-POLY PREFORM (GROUND IN)	2,500.000 LIN FT	3.39000		8,475.00	
1640	2582502/31207 7" BROKEN LINE WHITE-POLY PREFORM (GROUND IN)	10,920.000 LIN FT	6.10000		66,612.00	
1650	2582502/31308 8" DOTTED LINE WHITE-POLY PREFORM (GROUND IN)	651.000 LIN FT	6.55000		4,264.05	
1660	2582502/31311 11" DOTTED LINE WHITE-POLY PREFORM (GROUND IN)	1,940.000 LIN FT	9.60000		18,624.00	
1670	2582502/41104 4" SOLID LINE WHITE-EPOXY	49,925.000 LIN FT	0.29000		14,478.25	
1680	2582502/41204 4" BROKEN LINE WHITE-EPOXY	680.000 LIN FT	1.29000		877.20	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1690	2582502/41524 24" STOP LINE WHITE-EPOXY	150.000 LIN FT	15.00000		2,250.00	
1700	2582502/42104 4" SOLID LINE YELLOW-EPOXY	44,555.000 LIN FT	0.29000		12,920.95	
1710	2582503/00130 CROSSWALK MARKING-POLY PREFORM (GROUND IN)	714.000 SQ FT	14.12000		10,081.68	
1720	2582503/00140 CROSSWALK MARKING-EPOXY	588.000 SQ FT	7.50000		4,410.00	

SECTION 0002 BRIDGE NO 9340

1730	2100601/08010 SUPPLEMENTAL DESCRIPTION RECONSTRUCT ANTI-ICING SYSTEM	LUMP SUM			397,000.00	
1740	2401513/01246 TYPE MOD F (TL-4) RAILING CONCRETE (3Y46)	3,383.000 LIN FT	49.35000		166,951.05	
1750	2401541/00011 REINFORCEMENT BARS (EPOXY COATED)	42,600.000 POUND	1.55000		66,030.00	
1760	2401602/00478 CONCRETE END POST	16.000 EACH	3,340.00000		53,440.00	
1770	2401618/00081 PAINTED SURFACE FINISH (INPLACE)	3,326.000 SQ FT	1.45000		4,822.70	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1780	2401618/00300 BRIDGE DECK PLANING	261,689.000 SQ FT	0.49000		128,227.61	
1790	2401618/03633 STRUCTURAL CONCRETE (3Y33) SPECIAL	2,409.000 SQ FT	0.01000		24.09	
1800	2402603/00006 INSTALL EXPANSION JOINT DEVICES	2,294.000 LIN FT	121.00000		277,574.00	
1810	2404618/00011 BLASTING (SPECIAL)	277,395.000 SQ FT	0.42000		116,505.90	
1820	2404618/00250 CONCRETE WEARING COURSE (3U17A) 2.0"	277,395.000 SQ FT	3.18000		882,116.10	
1830	2433505/00007 REMOVE CONCRETE WEARING COURSE	277,395.000 SQ FT	1.05000		291,264.75	
1840	2433505/00011 REMOVE SLAB TYPE 1	17,745.000 SQ FT	11.75000		208,503.75	
1850	2433505/00013 REMOVE SLAB TYPE 3	2,409.000 SQ FT	29.00000		69,861.00	
1860	2433506/00026 REMOVE CONCRETE CURB AND RAIL	3,423.000 LIN FT	44.10000		150,954.30	
1870	2433516/00110 ANCHORAGES TYPE REINF BARS	3,668.000 EACH	16.00000		58,688.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1880	2433602/00020 GREASE EXPANSION BEARING ASSEMBLIES	EACH 44.000	282.00000		12,408.00	
1890	2433602/00050 RECONSTRUCT EXPANSION BEARINGS	EACH 6.000	1,110.00000		6,660.00	
1900	2433602/00120 RECONSTRUCT CONCRETE END POST	EACH 3.000	2,475.00000		7,425.00	
1910	2433602/08010 SUPPLEMENTAL DESCRIPTION GROUTED REINF BARS	EACH 138.000	17.00000		2,346.00	
1920	2433602/08010 SUPPLEMENTAL DESCRIPTION GROUTED REINR BARS	EACH 81.000	19.00000		1,539.00	
1930	2433603/00050 RESEAL SLOPE PAVING JOINTS	LIN FT 1,729.000	27.00000		46,683.00	
1940	2433603/00052 RESEAL JOINT TYPE E8	LIN FT 1,004.000	46.00000		46,184.00	
1950	2433603/00060 RECONSTRUCT PAVING BRACKET	LIN FT 143.000	138.00000		19,734.00	
1960	2433603/00150 RECONSTRUCT CURB	LIN FT 2,115.000	37.50000		79,312.50	
1970	2433603/00202 RECONSTRUCT CONCRETE MEDIAN	LIN FT 5.000	410.00000		2,050.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1980	2433603/00400 CLEAN AND SEAL DECK JOINTS	1,230.000 LIN FT	3.40000		4,182.00	
1990	2433603/00401 CLEAN AND SEAL JOINTS TYPE 1	2,650.000 LIN FT	3.40000		9,010.00	
2000	2433603/00415 CLEAN & SEAL MEDIAN JOINT	420.000 LIN FT	5.70000		2,394.00	
2010	2433603/02010 RECONSTRUCT EXPANSION JOINT TYPE A	1,310.000 LIN FT	357.00000		467,670.00	
2020	2433603/02020 RECONSTRUCT EXPANSION JOINT TYPE B	313.000 LIN FT	329.00000		102,977.00	
2030	2433603/02040 RECONSTRUCT EXPANSION JOINT TYPE D	720.000 LIN FT	395.00000		284,400.00	
2040	2433603/08010 SUPPLEMENTAL DESCRIPTION ROUT & SEAL CRACKS	50.000 LIN FT	7.00000		350.00	
2050	2433606/00020 SEAL BRIDGE DECK CRACKS	14.000 GALLON	750.00000		10,500.00	
2060	2433618/00050 MILL AND PATCH CONCRETE SURFACE	2,246.000 SQ FT	21.00000		47,166.00	
2070	2433618/00110 CONCRETE SURFACE REPAIR	650.000 SQ FT	90.00000		58,500.00	

CONTRACT SCHEDULE

REVISED:

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2080	2433618/08010 SUPPLEMENTAL DESCRIPTION REMOVE LOOSE CONCRETE	530.000 SQ FT	34.00000		18,020.00	
	TOTAL BID				9,708,977.89	

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\$9,708,977.89

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond). prepared as required by 1208 of the Specifications and payable to the Commissioner of Transportation, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: Our firm will meet a minimum goal of 0.00 % of this contract to Disadvantaged Business Enterprises. A bidder who fails to indicate a specific goal above must fulfill the total goals indicated in this proposal.

NON-COLLUSION AFFIDAVIT: A non-Collusion affidavit is found in this proposal which must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:
The undersigned hereby acknowledges receipt of and has considered:

Addendum No. 1 Dated 04/17/07 Addendum No. _____ Dated: / /
Addendum No. 2 Dated 04/23/07 Addendum No. _____ Dated _____

Signed: M.S. MCGRAY

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the 27th day of April, 2007

Signed: _____, as an individual.

Signature: _____

doing business under the name and style of _____

Signed: _____, for _____ a partnership.

NAME BUSINESS ADDRESS

Signed: _____, for PROGRESSIVE CONTRACTORS, INC.

a corporation incorporated under the laws of the state of Minnesota

Name of President M.S. MCGRAY Name of Secretary RONALD E. GIBBONS

Name of Vice-President RONALD E. GIBBONS Name of Treasurer TED E. DURKEE

Business Address 14123 42nd St. N. E.
St. Michael, MN

(NOTE: Signatures shall comply with 1206 of the Specifications.)