



**SAINT PAUL  
MINNESOTA**

## CITY OF SAINT PAUL AGREEMENT

**PURCHASER (Referred to as “The City”)**

City of Saint Paul  
15 W Kellogg Blvd  
Room 280 City Hall Courthouse  
Saint Paul, MN 55102  
Phone: 651-266-8900

**CONTRACTOR**

American Engineering Testing  
550 Cleveland Ave N  
  
St. Paul, MN 55114

Contract No: 4405

Effective Date: January 1, 2024

Expiration Date: December 31, 2027

Contract Description: RFP-FED-MC-AC-MATERIALS TESTING & SUBSURFACE EXPLORATION-AET

**Contacts**

Buyer Contact Information:

Queenie Tran - Queenie.Tran@ci.stpaul.mn.us

City Project Manager Contact Information:

Jack Connelly - Jack.Connelly@ci.stpaul.mn.us

Don Pflaum - Don.Pflaum@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

Julie Knapp - jknapp@amengtest.com

651-523-1261

**CONTRACT LINES**

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	8P	0.00000

**City Terms and Conditions**  
**Professional Services Agreement Master Contract**  
**(PSA – MC)**  
**[Federal]**

This “**Agreement**,” made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**,” and the above-named Contractor, hereinafter referred to as “**Contractor**.” The City and Contractor are each a “**Party**” and collectively the “**Parties**.” The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

**Section 1. Scope of Services, Time for Completion, and Commencement of Work.**

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the “**Services**”) articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The Services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The Services will be provided in accordance with the written schedule mutually agreed upon with the City, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the City.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the City’s discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

**Section 2. Project Management.**

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City.

The City has designated the individual on Page one (1) as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City’s policy and decisions pertinent to the work covered by this Agreement.

**Section 3. Billings, Payment, and Invoices.**

The amounts articulated herein will fully compensate Contractor for all work and associated costs for the Services. The City will not honor any claim for services and/or costs that the Contractor has not specifically provided for in this Agreement. Notwithstanding anything to the contrary in this Agreement, total costs for the Services must not exceed the amount referenced herein.

Contractor must submit an itemized invoice monthly or after Services are complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425, or as the same may be amended, supplemented or superseded. Contested invoices will not be paid until the billing issue is resolved to the City's satisfaction, and City will have thirty-five days from that date to make payment.

#### **Section 4. City Responsibilities.**

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services to the extent permitted by law. Upon the request of the City, the Contractor agrees to sign any Confidentiality or Non-Disclosure Agreement that the City reasonably requires before releasing any information that is deemed confidential or private pursuant to Chapter 13, Minnesota Government Data Practice Act.

#### **Section 5. Amendment or Changes to Agreement.**

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

#### **Section 6. Notices.**

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed on page one (1) of this Agreement.

#### **Section 7. Survival of Obligations.**

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

#### **Section 8. Records, Dissemination of Information.**

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

**“Work Product”** means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor’s Services under this Agreement.

**“Supporting Documentation”** means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor’s Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

**“Business Records”** means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. All Work Products and Supporting Documentation must be delivered to the City, and will become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not a Service-specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the City or any third party.

B. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Services performed under this Agreement without prior knowledge and written consent of the City.

C. In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the City by Contractor by the termination date without further obligation of the City to Contractor except for payment of amounts due and owing for Services performed and costs incurred as of the date and time of termination.

D. The Contractor must maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, appropriate federal agency or agencies, the Auditor of the State of Minnesota, or other duly authorized representative.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the MGDPA and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessee warnings. The Contractor’s duties and obligations within this section shall survive the expiration of this Agreement.

## **Section 9. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications**

#### **A. Requirements**

Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

#### **B. Specifications**

When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

### **Section 10. Affirmative Action Plan.**

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit an Affirmative Action Program Registration form along with a \$75 dollar registration fee to the Human Rights and Equal Economic Opportunity Department.

### **Section 11. Compliance with Applicable Law.**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor also agrees to comply with the federal requirements contained in Exhibits B, C, and D of this Agreement, and the applicable provisions of Federal Uniform Guidance pursuant to 2 C.F.R. §200 and all relevant subparts. The Contractor must at Contractor's expense apply for and obtain all permits and/or licenses required and keep such in force during Contractor's performance of this Agreement.

### **Section 12. Conflict of Interest.**

Contractor's acceptance of this Agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the Procurement Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

### **Section 13. Hold Harmless.**

The Contractor will bear all losses, expenses (including attorney's fees) and damages resulting from any negligent act or omission by the Contractor, or any person employed by Contractor in carrying out the

terms of this Agreement. The Contractor will defend, indemnify, and hold harmless, to the extent allowed by law, the City and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the Contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

#### **Section 14. Assignment.**

The City and Contractor each binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

#### **Section 15. Termination.**

##### **A. With Cause.**

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

##### **B. For Convenience.**

Pursuant to Federal Regulations, the City reserves the right to terminate this Agreement for convenience upon reasonable notice to the Contractor. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the reasons for termination and the date by which the contract will be cancelled.

##### **C. In the Event of Termination.**

In the event of termination, the City will pay Contractor for all Services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. Prior to the City rendering final payment for service, the Contractor must deliver all work products and supporting documentation developed up to the time of termination.

#### **Section 16. Interpretation of Agreement, Venue, Conflicts.**

##### **A. Interpretation of Agreement and Venue.**

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

##### **B. Conflicts.**

Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the City. If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

### **Section 17. Independent Contractor.**

It is agreed by the Parties, that at all times and for all purposes related to the solicitation and performance of this Agreement, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or this resulting Agreement will be construed so as to find the Contractor an employee of the City, and Contractor is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

### **Section 18. Waiver.**

Lack of enforcement by the City of any breach of this Agreement does not constitute a waiver of the City's right to enforce any subsequent breach or default.

### **Section 19. Subcontracting.**

#### **A. Contractors**

The Contractor agrees not to enter into any subcontracts for any of the Services contemplated under this Agreement without obtaining prior written approval of the City. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractors, and the Contractor must comply with all other provisions of that statute.

#### **B. Subcontractor Agreements.**

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

#### **C. Subcontractor Payment.**

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

### **Section 20. Force Majeure.**

Neither the City nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

## **Section 21. Entire Agreement.**

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these Terms and Conditions constitute the entire agreement between the Parties and supersede all prior oral or written negotiations.

## **Section 22. Insurance.**

### **A. Contractors**

Contractors must carry insurance of the kind and in the amounts shown below during the term of this Agreement and any extension periods. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

### **B. Subcontractors or Independent Contractors.**

If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

### **C. Insurance Limits.**

#### **1. General or Business Liability Insurance**

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per claim

\$1,000,000 aggregate

Contractor shall maintain a professional liability insurance policy with at least the above required limits during the term of this Agreement and for a period of six years after completion of the project or work being performed in connection with this Agreement.

#### **2. Automobile Insurance.**

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include: hired, non-owned and owned auto



b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from the insurance company.

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A - Scope of Work pursuant to this Agreement, then the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident

\$500,000 per employee;

\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for a service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per claim

\$1,000,000 aggregate

Contractor shall maintain a professional liability insurance policy with at least the above required limits during the term of this Agreement and for a period of six years after completion of the project or work being performed in connection with this Agreement.

5. Reserved.

#### D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the Services is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

### **Section 23. Counterparts.**

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

### **Section 24. Electronic Signatures.**

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

### **Section 25. Additional Terms and Conditions Incorporated by Reference, City Terms and Conditions Supreme.**

The City may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, the City Terms and Conditions and the included attachments supersede Contractor proposals or attachments.

### **Section 26. Additions.**

During the contract period, the City reserves the right to request pricing for and add to the contract a limited number of like services or items to accommodate the need for any services or items that may have been inadvertently omitted from the scope of work included in Exhibit A

### **Section 27. Non-Exclusive Services/ Scope of Work.**

The City reserves the right to establish additional Master Contracts and/or do competitive solicitations for needed products or services deemed to be in the City's interest.

## **Section 28. Exhibits.**

As so referenced in these terms and conditions, the Exhibits and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

- Exhibit A: Scope of Work
- Exhibit B: Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
- Exhibit C: Additional Federal Provisions
- Exhibit D: Anti-Lobbying Certification
- Addendum: Grant Specific Requirements
- Exhibit E: PFA Requirements

## **Section 29. Applicable Contract Terms and Conditions.**

By signing this Agreement, the Contractor acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Contractor will comply with all applicable terms and conditions, requirements, exhibits, and addenda no matter the source of funding. Contractor further agrees that contract terms and conditions, requirements, exhibits, and addenda are subject to change based on source of funding.

## **Section 30. American Iron and Steel.**

### **A. AIS Resources**

Environmental Protection Agency Guidance

EPA main AIS webpage: [State Revolving Fund American Iron and Steel \(AIS\) Requirement | US EPA](#)

March 20, 2014 Guidance: [ais-final-guidance-3-20-14.pdf \(epa.gov\)](#)

### **B. Sample American Iron and Steel Contract Language**

The AIS language below is a sample from the Environmental Protection Agency's March 20, 2014 memorandum ([http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)). Include actual AIS language into project specifications and construction contracts and sub-contracts.

*PER EPA: ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE STATE REVOLVING FUNDS (SRF). EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:*

*The Contractor acknowledges to and for the benefit of the City of Saint Paul ("Purchaser") and the Minnesota Public Facilities Authority (the "Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund*

*and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires that all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorneys' fees) incurred by the Purchaser or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.*

#### American Iron and Steel De Minimis Waiver Tracking Form

The Environmental Protection Agency (EPA) granted a [national waiver for de minimis incidental components](#) of eligible water infrastructure projects.

To use the de minimis waiver, SRF recipients "should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items in their project files." Borrowers must maintain documentation (i.e., invoices) for the de minimis items in the project file and submit a summary report to the PFA at project conclusion, or sooner, if available. An example tracking form for AIS de minimis is included on the next page.

*[Section Left Intentionally Blank.]*



## **EXHIBIT A**

### **Scope of Work**

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the City] under the City Terms and Conditions agreed upon by the Parties, (the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

#### **I. Project Description and Purpose:**

The purpose of this contract is to provide professional engineering for various City departments on new construction projects and redevelopment projects involving streets, bridges, other infrastructure, and buildings. These services may include materials testing, subsurface exploration, and Phase 1 and 2 environmental testing.

#### **II. Scope of Work:**

As per the RFP, the following deliverables/tasks are required:

##### **The deliverables/tasks for this project include (All deliverables become city property):**

1. Provide scheduling and coordination of personnel and testing for assigned projects as needed.
2. Provide material testing, subsurface exploration, and Phase 1 and 2 environmental testing on assigned projects as needed. Staff performing tests will hold valid certified as per industry standards.
3. Provide City project manager and staff with completed reports from requested services.

##### **These deliverables assume City responsibility for:**

1. Designation of a contact/PM with availability and completion of internal City coordination as needed.
2. Quick turnaround on data requests. (within 24 hours, when possible, maximum of 72 hours)
3. Timely participation in document review. (48-hour turnaround)

#### **III. Compensation Terms:**

The contract will begin on January 1, 2024, and will expire on December 31, 2027. This is a Master Contract, individual projects covered under this will have varying cost limits. Fee schedules will be updated yearly and provided for each covered project.

#### **IV. Requested Reimbursable Expenses and Details:**

All travel must be pre-authorized by the City Project Manager and will be reimbursed at cost. Contractor will not be reimbursed for car rental. Related food, ground transportation, and lodging expenses will be reimbursed at actual expenses, not to exceed a rate consistent with the IRS per diem rates as set forth in IRS Publication 463. The Contractor is required to submit paid expense receipts in order to be reimbursed by the City. Photocopies or electronic scans of receipts will be accepted. Contractor travel time is not billable. Contractor will optimize travel dates and times and use best efforts to minimize travel expense

The City will review the fee schedules provided to it each year that this contract is active.

#### **V. Others:**

Below are the rates.

<b>AET Employee Personnel Rates</b>		
<b>Description</b>	<b>Unit</b>	<b>Rate</b>
Architect, Principal	Hour	\$250.00
Chemist, Senior	Hour	\$210.00
Chemist, Principal	Hour	\$250.00
Draftsperson I	Hour	\$110.00
Draftsperson II	Hour	\$145.00
Draftsperson- Design	Hour	\$170.00
Drilling Crew Assistant	Hour	\$110.00

Drilling Technician	Hour	\$120.00
Drilling Crew Chief	Hour	\$130.00
Engineer, Field	Hour	\$110.00
Engineer, Level I	Hour	\$160.00
Engineer, Level II	Hour	\$180.00
Engineer, Senior	Hour	\$210.00
Engineer, Principal	Hour	\$250.00
Expert Witness-Deposition or Court Time (4 hr minimum)	Hour	\$450.00
Expert Witness-Litigation Preparation	Hour	\$360.00
Geologist, Level I	Hour	\$160.00
Geologist, Level II	Hour	\$180.00
Geologist, Senior	Hour	\$210.00
Geologist, Principal	Hour	\$250.00
NDT Technician, Level I	Hour	\$100.00
NDT Technician, Level II	Hour	\$125.00
NDT Technician, CWI Certified, Level II	Hour	\$140.00
NDT Technician, Level III	Hour	\$140.00
Petrographer, Level I	Hour	\$180.00
Petrographer, Level II	Hour	\$190.00
Petrographer, Senior	Hour	\$210.00
Petrographer, Principal	Hour	\$250.00
Principal of Firm	Hour	\$280.00
Project Administrator	Hour	\$80.00
Project Manager, Level I	Hour	\$160.00
Project Manager, Level II	Hour	\$180.00
Project Manager, Senior	Hour	\$210.00
Project Manager, Principal	Hour	\$250.00
Scientist, Level I	Hour	\$160.00
Scientist, Level II	Hour	\$180.00
Scientist, Senior	Hour	\$210.00
Scientist, Principal	Hour	\$250.00
Technician, Level I	Hour	\$95.00
Technician, Level II	Hour	\$110.00
Technician, Level III, Senior	Hour	\$130.00
Technician, Level IV, Engineering Assistant	Hour	\$150.00
Engineering Assistant, Senior	Hour	\$160.00
The rates presented are portal to portal, with vehicle mileage, expenses, and equipment rentals being additional.		
Overtime for personnel charged at above cost plus 25% for over 8 hours per day, nights, or Saturday; and at above cost plus 50% for Sundays or Holidays.		



<b>AET Equipment Rental</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
Campbell Scientific Data Logger	Day	\$350.00	
Concrete Chainsaw Use	Day	\$330.00	
Coring Equipment - Daily	Day	\$400.00	
Coring Equipment - Hourly	Hour	\$70.00	
Floor Profilograph Rental	Day	\$170.00	
Load Testing Equipment Rental	Day	\$175.00	
Mobile Construction Materials Laboratory	Day	\$200.00	
PMI Analyzer	Day	\$1,000.00	
Rebound Hammer	Day	\$65.00	
Scissors Lift	Day	\$165.00	
Seismograph Equipment	Day	\$100.00	
Seismograph Equipment	Week	\$600.00	
Seismograph Equipment	Month	\$1,500.00	
Slab Moisture Emission Kit	Each	\$50.00	
Slab Moisture RH/Temp Probe	Each	\$100.00	
Ultrasonic Pulse Velocity	Day	\$150.00	
<b>AET Project Direct Expenses</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
4x8-in. Plastic Cylinder Molds	Case of 36	\$95.00	
6x12-in. Cylinder Molds	Case of 20	\$95.00	
AET Lab Minimum of \$250	Project	\$250.00	
Borehole Grouting Per Foot- Bentonite Grout	Foot	\$2.00	
Borehole Grouting Per Foot- Neat Cement Grout	Foot	\$10.00	
Cube Mold Rental	Day	\$55.00	
Film (14 x 17.5 inch)	Each	\$18.00	
Film (4.5 x 10 inch)	Each	\$7.00	
Film (4.5 x 17 inch)	Each	\$8.00	
Film (7 x 17 inch)	Each	\$11.00	
<b>AET Vehicle Mileage and Rental</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
Auxiliary Vehicle Mileage	Mile	\$1.50	
Auxiliary Vehicle Rental	Hour	\$35.00	
CPT Rig Mileage	Mile	\$2.10	
CPT Rig Rental	Hour	\$188.00	
Dark Room Truck Mileage	Mile	\$1.55	
Dark Room Truck Rental	Hour	\$35.00	
Rotary Drill on All-Terrain Vehicle Rental	Hour	\$144.00	
Standard Vehicle Mileage	Mile	\$1.25	
Standard Vehicle Rental	Hour	\$30.00	
Tractor with Lowboy Trailer Mileage	Mile	\$2.35	
Trailer Rental	Hour	\$13.75	
Truck with Drill Rig Mileage	Mile	\$1.80	
Truck with Drill Rig Rental	Hour	\$110.00	
Truck with Warning Sign/Crash Trailer Mileage	Mile	\$1.60	
Truck with Warning Sign/Crash Trailer Rental	Hour	\$52.00	
<b>Aggregate</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
AASHTO T 103 Aggregate Freeze-Thaw Procedure A	Test	\$465.00	
AASHTO T 103 Aggregate Freeze-Thaw Procedure B or C	Test	\$750.00	
AASHTO T 326 Coarse Aggregate Angularity	Test	\$145.00	
AASHTO T 330 Methylene Blue	Test	\$290.00	
ACI 211.2 Specific Gravity and Absorption of Lightweight Aggregate	Test	\$235.00	
Aggregate Crushing	Hour	\$120.00	
ASTM C117 Materials Finer Than No. 200 Sieve	Test	\$65.00	
ASTM C123 Lightweight Particles in Coarse Aggregate @ 2.0	Test	\$170.00	
ASTM C123 Lightweight Particles in Coarse Aggregate @ 2.4	Test	\$250.00	
ASTM C123 Lightweight Particles in Fine Aggregate @ 2.0	Test	\$140.00	



<b>Aggregate - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C123 Lightweight Particles in Fine Aggregate @ 2.4	Test	\$220.00
ASTM C1252/AASHTO T 304 Fine Aggregate Angularity Method A	Test	\$140.00
ASTM C1252/AASHTO T 304 Fine Aggregate Angularity Method B	Test	\$140.00
ASTM C1252/AASHTO T 304 Fine Aggregate Angularity Method C	Test	\$140.00
ASTM C127 Specific Gravity and Absorption of Coarse Aggregate	Test	\$120.00
ASTM C128 Specific Gravity and Absorption of Fine Aggregate	Test	\$130.00
ASTM C131 Los Angeles Abrasion	Test	\$125.00
ASTM C136 Sieve Analysis of Aggregate (with #200 wash)	Test	\$130.00
ASTM C136 Sieve Analysis Unwashed Coarse	Test	\$65.00
ASTM C142 Clay Lumps and Friable Particles in Coarse Aggregate	Test	\$135.00
ASTM C142 Clay Lumps and Friable Particles in Fine Aggregate	Test	\$105.00
ASTM C144 Specification for Aggregate for Masonry Mortar (Gradation and Quality)	Sample	\$880.00
ASTM C1524 Standard Test for Water - Extractable Chlorides in Aggregates (Soxhlet Method)	Test	\$525.00
ASTM C1777 Methylene Blue	Sample	\$290.00
ASTM C1778 Alkali Carbonate Reaction Potential XRF	Test	\$550.00
ASTM C231 Aggregate Correction Factor	Test	\$275.00
ASTM C289 Potential Reactivity of Aggregates-Chemical Method	Test	\$1,155.00
ASTM C29 Unit Weight of Coarse Aggregate (Loose or Rodded)	Test	\$90.00
ASTM C29 Unit Weight of Fine Aggregate (Loose or Rodded)	Test	\$80.00
ASTM C295 Petrographic Analysis of Aggregate for Concrete-Coarse	Test	\$2,000.00
ASTM C295 Petrographic Analysis of Aggregate for Concrete-Fine	Test	\$2,000.00
ASTM C295 Petrographic Analysis of Rock	Test	\$550.00
ASTM C33 Standard Spec for Concrete Aggregate-Coarse	Test	\$1,485.00
ASTM C33 Standard Spec for Concrete Aggregate-Fine	Test	\$1,375.00
ASTM C40 Organic Impurities in Fine Aggregate	Test	\$80.00
ASTM C535 Los Angeles Abrasion	Test	\$175.00
ASTM C641 Staining of Lightweight Aggregate	Sample	\$550.00
ASTM C87 Organic Impurities in Fine Aggregate	Test	\$14,230.00
ASTM C88 Soundness of Aggregates (5 cycles on 5 pans)	Test	\$300.00
ASTM D2419 Sand Equivalent of Fine Aggregate	Test	\$255.00
ASTM D3042 Insoluble Residue in Carbonate Aggregates	Test	\$1,500.00
ASTM D3042 Insoluble Residue in Carbonate Aggregates – Kentucky Method 64-265-08	Test	\$580.00
ASTM D3042 Insoluble Residue in Carbonate Aggregates-AET Modified	Test	\$350.00
ASTM D3042 Insoluble Residue in Carbonate Aggregates-MnDOT	Test	\$580.00
ASTM D3744/AASHTO T 210 Aggregate Durability Index	Test	\$340.00
ASTM D4791 Flat and Elongated Particles	Test	\$210.00
ASTM D5821 Percent Fractured Particles in Coarse Aggregate	Test	\$210.00
ASTM D6928 Resistance of Coarse Aggregate to Degradation by Micro Deval	Test	\$290.00
ASTM D7012 Compressive Strength of Intact Rock Cores	Test	\$450.00
ASTM D7428 Resistance of Fine Aggregate to Degradation by Micro Deval	Test	\$290.00
Chemical Composition of Carbonate Aggregates -TGA & XRF	Test	\$580.00
CRD C130 Scratch Hardness of Aggregate	Test	\$220.00
Electrical Resistivity Coarse Aggregate – Substation Yard Surfacing	Test	\$550.00
EN 933-9 Methylene Blue	Sample	\$295.00
Field Gradation of Rip Rap Material	Quote	
FLH T508 Flakiness Index of Aggregate	Test	\$200.00
Mill Abrasion	Test	\$295.00
MnDOT 1209 Visual Method Total Spall of Coarse Aggregate	Test	\$210.00
USACE Deleterious Series CA +3/4" (200 lbs)	Test	\$6,000.00
USACE Deleterious Series CA -3/4" (25 lbs)	Test	\$5,500.00
SACE Deleterious Series FA (10 lbs)	Test	\$2,000.00



<b>Aggregate - Rip Rap</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
ASTM D4992 Petrographic Analysis of Rock to be Used for Erosion Control	Test	\$900.00	
ASTM D5312/CRD-C 144 Durability of Rock for Erosion Under Freezing and thawing	Test	\$1,100.00	
ASTM D5313/CRD-C 169 Durability of Rock for Erosion Under Wetting and Drying	Test	\$1,650.00	
ASTM D6473 Absorption and Specific Gravity	Test	\$250.00	
CRD-C148 Expansive Breakdown on Soaking in Ethylene Glycol of Stone	Test	\$715.00	
Sample Preparation	Hour	\$110.00	
<b>Air Monitoring EquipmentRental</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
ACM Air Monitoring Kit	Day	\$155.00	
ACM Hi Volume Air Sampling Pumps	Day	\$10.00	
ACM Phase Contrast Microscope Kit	Day	\$105.00	
Air Flow Measurement Instrumentation	Day	\$130.00	
Air Velocity Meter	Day	\$105.00	
Ambient Noise Monitor with Outdoor Enclosure	Week	\$630.00	
Ambient Particulate Monitor with Outdoor Enclosure	Week	\$680.00	
EPA Method 10 Analyzer	Day	\$340.00	
EPA Method 201A Sampling Train	Day	\$500.00	
EPA Method 23 Sampling Train	Day	\$600.00	
EPA Method 25A Analyzer	Day	\$395.00	
EPA Method 25A Methane Cutter Analyzer	Day	\$420.00	
EPA Method 26A Sampling Train	Day	\$340.00	
EPA Method 29 Sampling Train	Day	\$600.00	
EPA Method 3A Analyzers	Day	\$340.00	
EPA Method 4 Sampling Train	Day	\$265.00	
EPA Method 5 17 Sampling Train	Day	\$445.00	
EPA Method 6C Analyzer	Day	\$340.00	
EPA Method 7E Analyzer	Day	\$340.00	
EPA Method 18NCASI Sampling Train	Day	\$265.00	
Extractive FTIR Analyzer	Week	\$3,500.00	
Gas Meter LEL-O2-H2S-CO	Day	\$120.00	
Green Eye Monitoring CO2-Temp-RH	Day	\$20.00	
Heated Sample Line Assembly	Day	\$155.00	
Hi and Lo Volume Pump Calibration Equipment	Day	\$20.00	
Hi Lo Volume Air Sampling Pumps	Day	\$10.00	
Landtec Methane Meter	Day	\$290.00	
LEL Meter	Day	\$105.00	
Methane Meter	Day	\$105.00	
Mobile Air Lab	Day	\$90.00	
Odor Meter	Day	\$80.00	
Photoionization Detector	Day	\$130.00	
Sample Gas Conditioner	Day	\$105.00	
Tedlar Bag	Each	\$30.00	
Tedlar Bag Vacuum Sample Train	Day	\$105.00	
Type I Sound Level Meter	Day	\$105.00	
<b>Alkali Reactivity</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
AASHTO T 303 Potential ASR Coarse Aggregate	Test	\$1,015.00	
AASHTO T 303 Potential ASR Fine Aggregate	Test	\$1,015.00	
ASTM C1260 Potential ASR Aggregate Combination	Test	\$1,100.00	
ASTM C1260 Potential ASR Coarse Aggregate	Test	\$875.00	
ASTM C1260 Potential ASR Fine Aggregate	Test	\$875.00	
ASTM C1293 Potential Reactivity of Coarse Aggregate	Test	\$1,485.00	
ASTM C1293 Potential Reactivity of Fine Aggregate	Test	\$1,375.00	
ASTM C1567 Potential ASR Aggregate Combination	Test	\$1,100.00	
ASTM C1567 Potential ASR Coarse Aggregate	Test	\$875.00	
ASTM C1567 Potential ASR Fine Aggregate	Test	\$875.00	
ASTM C227 Potential ASR Coarse Aggregate	Test	\$990.00	



<b>Alkali Reactivity - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C227 Potential ASR Fine Aggregate	Test	\$990.00
ASTM C441 Potential ASR (using Pyrex glass)	Test	\$1,100.00
ASTM C586 Potential ACR of Quarry Stone	Test	\$1,075.00
CRD-C 662-10 Potential ASR Mitigation with Lithium Admixture	Test	\$1,100.00
<b>Bituminous</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
AASHTO PP28-95/TP4-93 Superpave Level 1 Mix Design	Quote	
AASHTO T 324 (MnDOT Modified) Hamburg Wheel Track Testing of Compacted Asphalt Mixtures	Set	\$975.00
AASHTO T 378 Dynamic Modulus and Flow No. for Asphalt Mixtures Using AMPT	Set of 3	\$1,850.00
ASTM D1461 Moisture or Volatile Distillates in Asphalt Mixtures	Test	\$400.00
ASTM D2041 Specific Gravity and Density of Bituminous Paving Mixture	Test	\$135.00
ASTM D2172 Quantitative Extraction of Asphalt Binder (with gradation)	Test	\$315.00
ASTM D2172 Quantitative Extraction of Asphalt Binder (without gradation)	Test	\$275.00
ASTM D2726 Specific Gravity and Density of Non-Absorptive Asphalt	Core	\$53.00
ASTM D6926 Preparation of Asphalt Mixture Specimens Using Marshall Apparatus	Test	\$380.00
ASTM D6927 Marshall Stability and Flow of Asphalt	Test	\$69.00
ASTM D7313 (MnDOT Modified) Fracture Energy of Asphalt-Agg Mixtures Using DSCT	Puck	\$250.00
ASTM D7313 Fracture Energy of Asphalt-Aggregate Mixtures Using DSCT	Set	\$525.00
Cold In-Place Recycling (CIR) Mix Design	Quote	
Fabricate TSR Specimen - Gyratory	Puck	\$105.00
Fabricate TSR Specimen - Marshall	Puck	\$105.00
Field Process Control Testing (QM and/or QA)	Quote	
Full-Depth Reclamation (FDR) Mix Design	Quote	
Gyratory Mix Properties (Suite of Tests)	Test	\$595.00
Laboratory Mix Design	Quote	
Mix Design Verification	Quote	
Saw Trimming of Core Lifts	Core	\$24.00
Seal Coat Compatibility	Test	\$148.00
Seal Coat Design	Mix	\$595.00
Semi-Circular Bending (SCB) Test for Cold Mix Asphalt	Quote	
Semi-Circular Bending (SCB) Test for Hot Mix Asphalt(3 notches depths/4 samples per notch)	Quote	
TSR Test	Puck	\$46.00
<b>Building Technology Equipment Rental</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
501 Nozzle	Each	\$25.00
Bubble Testing for Air Barrier	Day	\$200.00
Coating pull off testing (Paint)	Day	\$165.00
Copper Half Cell	Day	\$150.00
Crack Gauge	Each	\$80.00
Dew Point, RH, Surface Temp, Ambient Temp Meter	Day	\$100.00
Drone (large)	Day	\$375.00
Drone (large) with 2 cameras	Day	\$475.00
Drone (large) with camera	Day	\$425.00
Drone (small)	Day	\$150.00
Dry Film Thickness Gauge	Day	\$165.00
Fiber Optic Scope	Day	\$385.00
Ground Penetrating Radar Equipment Rental	Day	\$385.00
Holiday Testing Equipment (Sponge and Spark)	Day	\$110.00
Impact-Echo	Day	\$150.00
Infrared Camera	Day	\$100.00
Laser Level	Each	\$50.00
Meyer Box (sensor data collection)	Each	\$350.00
Moisture Meter	Day	\$100.00
Pull Testing Equipment	Day	\$110.00
Surface Profile Gauge	Day	\$165.00



**Building Technology Equipment Rental -Continued**

<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Survey Equipment	Each	\$75.00
Survey Prisms	Each	\$75.00
Ultrasonic Tomograph (MIRA)	Day	\$880.00
Window Testing Equipment	Each	\$300.00
Windsor Pin (for Mortar and Block, Set of 10)	Each	\$110.00
Windsor Probe (for Concrete, Set of 3)	Each	\$350.00
<b>Cement/Cementitious</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C1012 Mortar Bar Sulfate Expansion 12 months	Test	\$1,210.00
ASTM C1012 Mortar Bar Sulfate Expansion 18 months	Test	\$1,430.00
ASTM C1012 Mortar Bar Sulfate Expansion 6 months	Test	\$935.00
ASTM C1038 Expansion of Cement Mortar Bars in Water	Test	\$385.00
ASTM C1072 Masonry Flexural Bond Strength	Sample	\$1,430.00
ASTM C109 Mortar Cube Compressive Strength three ages	Test	\$440.00
ASTM C114 Acid Soluble Chloride Analysis of Cement	Test	\$115.00
ASTM C114 Acid Soluble Chloroform Analysis of Cement	Test	\$465.00
ASTM C114 Acid Soluble Sulfate Analysis of Cement	Test	\$295.00
ASTM C114 Insoluble Residue Analysis of Cement	Test	\$175.00
ASTM C114 Loss on Ignition Analysis of Cement	Test	\$115.00
ASTM C114 Modified Loss on Ignition (LOI) Analysis of Slag-Cement	Test	\$350.00
ASTM C114 Modified Water-Soluble Sulfate Analysis of Cement	Test	\$350.00
ASTM C114 Sulfide Sulfur Analysis of Cement	Test	\$465.00
ASTM C114 Sulfide Sulfur Analysis of Cement with XRD	Test	\$825.00
ASTM C114 Total Alkali Analysis of Cement	Test	\$350.00
ASTM C114 Water-Soluble Alkali Analysis of Cement	Test	\$415.00
ASTM C1157 Specification for Hydraulic Cement - Chemical	Sample	\$415.00
ASTM C1157 Specification for Hydraulic Cement - Physical	Quote	
ASTM C1240 Silica Fume Table 1 Chemical Requirements, SiO <sub>2</sub> , Moisture and LOI	Sample	\$240.00
ASTM C1240 Specification for Silica Fume Physical Testing	Series	\$935.00
ASTM C150 Cement Table 1 Chemical Requirements; XRF, LOI and Insoluble Residue	Test	\$415.00
ASTM C150 Specification for Cement Physical Testing	Sample	\$1,950.00
ASTM C151 Autoclave Expansion of Cement	Test	\$350.00
ASTM C1602 Specification for Mixing Water in Concrete Physical Testing	Quote	\$1,350.00
ASTM C1702 Isothermal Calorimetry 28 Days	Test	\$750.00
ASTM C1702 Isothermal Calorimetry 3 and 7 Days	Test	\$750.00
ASTM C1797 Specification for Ground Calcium Carbonate, Physical Testing	Quote	
ASTM C185 Air Content of Cement	Test	\$230.00
ASTM C186 Heat of Hydration of Portland Cement 7 and 28 Day	Test	\$1,540.00
ASTM C186 Heat of Hydration of Portland Cement and SCM(s) Laboratory Blending	Test	\$440.00
ASTM C188 Density of Hydraulic Cement	Test	\$120.00
ASTM C191 Time of Setting by Vicat Needle	Test	\$350.00
ASTM C204 Blaine Fineness of Cement	Test	\$120.00
ASTM C25 Calcium Carbonate Equivalent	Sample	\$465.00
ASTM C25 Chemical Analysis of Limestone & Hydrated Lime – Al, Ca, Fe, Si, Mg, Mn and P by XRF, Moisture and LOI	Sample	\$465.00
ASTM C25 Chemical Analysis of Limestone & Hydrated Lime - Free Lime	Sample	\$465.00
ASTM C25 Chemical Analysis of Limestone & Hydrated Lime - pH	Sample	\$115.00
ASTM C25/C593 Chemical Analysis of Limestone & Hydrated Lime – Available Lime Index	Sample	\$465.00
ASTM C265 Water-Extractable Sulfate in Cement Mortar	Test	\$465.00
ASTM C266 Time of Setting by Gillmore Needle	Test	\$350.00
ASTM C270 Standard Specification for Mortar for Unit Masonry (Mix Design)	Mix	\$380.00
ASTM C311 Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete – Available Alkalis	Test	\$415.00
ASTM C311 Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete – Chemical Oxides, Moisture, LOI	Test	\$240.00
ASTM C348 Flexural Strength of Mortar three ages	Test	\$465.00



**Cement/Cementitious - Continued**

<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C359 Early Stiffening of Cement (Mortar Method)	Test	\$410.00
ASTM C430 Fineness of Cement by No. 325 Sieve	Test	\$60.00
ASTM C451 Early Stiffening of Cement	Test	\$265.00
ASTM C452 Potential Expansion of Mortar Bars Exposed to Sulfate	Test	\$660.00
ASTM C471 Chemical Analysis of Gypsum	Sample	\$3,250.00
ASTM C471 Modified Chemical Analysis of Gypsum by XRF	Sample	\$1,040.00
ASTM C471 Section 10 Insoluble Residue of Gypsum	Sample	\$235.00
ASTM C471 Section 14 Gravimetric SO <sub>3</sub> of Gypsum	Sample	\$295.00
ASTM C471 Section 15 Acid-Soluble Chloride of Gypsum	Sample	\$175.00
ASTM C472 Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	Quote	
ASTM C563 Optimum SO <sub>3</sub> in Cement	Test	\$440.00
ASTM C595 Blended Cement (w/Slag) Table 1 Chemical XRF LOI Insoluble Residue and Sulfide	Sample	\$875.00
ASTM C595 Specification for Blended Cements - Physical	Sample	\$1,850.00
ASTM C595 Specification for Blended Cements Methylene Blue of Limestone	Sample	\$305.00
ASTM C596 Drying Shrinkage of Mortar Bars	Test	\$465.00
ASTM C618 Chemical Composition of Coal Fly Ash or Natural Pozzolans XRF	Sample	\$410.00
ASTM C618 Specification for Fly Ash and Pozzolan Physical Testing	Series	\$1,760.00
ASTM C618/ASTM C311 Autoclave Soundness	Test	\$350.00
ASTM C618/ASTM C311 Density	Test	\$125.00
ASTM C618/ASTM C311 Strength Activity Index (SAI)	Test	\$495.00
ASTM C618/ASTM C311 Water Requirement	Test	\$185.00
ASTM C91 Specification for Masonry Cement	Quote	
ASTM C989 Slag Cement Chemical Requirements	Sample	\$465.00
ASTM C989 Slag Cement Composition by XRF	Sample	\$775.00
ASTM C989 Slag Cement Physical Testing	Series	\$1,120.00
ASTM D5239 Chemical Characterization of Fly Ash for Soil Stabilization	Sample	\$925.00
ASTM D5239 Physical Characterization of Fly Ash in Soil Stabilization	Quote	
ASTM D806 Cement Content of Soil Cement Mixtures by Wet Chemistry Methods	Test	\$1,540.00
British Iodometric Method of Free Lime Content	Test	\$465.00
Foam Index	Test	\$165.00
<b>Chemical Admixtures</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Admixture Presence and Content of Air Entrainers	Test	\$2,080.00
Admixture Presence and Content of Chemical Retarders (Sugars)	Test	\$2,080.00
Admixture Presence and Content of Nitrite – NC DOT #C-20.0	Test	\$925.00
Admixture Presence and Content of Other Admixtures	Quote	
Admixture Presence and Content of Water Reducers	Test	\$1,850.00
ASTM C1017 Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete – IR, Residue, Specific Gravity	Sample	\$1,155.00
ASTM C1141 Specification for Shotcrete Admixtures, Physical Testing	Sample	\$440.00
ASTM C1582 Specification for Corrosion Inhibiting Admixtures Chemical Testing	Sample	\$1,620.00
ASTM C1582 Specification for Corrosion Inhibiting Admixtures Physical Testing – 2nd Admix	Sample	\$5,500.00
ASTM C1582 Specification for Corrosion Inhibiting Admixtures Physical Testing (without ASTM G109) – 1st Admix	Sample	\$8,000.00
ASTM C233 Air-Entraining Admixtures for Concrete Physical Testing – 1st Admix	Sample	\$8,000.00
ASTM C233 Air-Entraining Admixtures for Concrete Physical Testing – 2nd Admix	Sample	\$5,500.00
ASTM C260 Specification for Air-Entraining Admixtures – 1st Admix	Sample	\$8,000.00
ASTM C260 Specification for Air-Entraining Admixtures – 2nd Admix	Sample	\$5,500.00
ASTM C260 Specification for Air-Entraining Admixtures for Concrete Chemical Uniformity Test		\$1,620.00
ASTM C494 Specification for Chemical Admixtures for Concrete Chemical Uniformity Testing	Sample	\$1,620.00
ASTM C494 Specification for Chemical Admixtures for Concrete Physical Testing	Sample	\$8,000.00
ASTM C494 Specifications for Chemical Admixtures for Concrete Infrared Spectroscopy (FTIR) by ATR	Test	\$415.00
ASTM C979 Section 8.1 Water Wettability of Pigments in Concrete	Sample	\$90.00



**Chemical Admixtures - Continued**

<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C979 Section 8.2 Alkali Resistance of Pigments in Concrete	Sample	\$350.00
ASTM C979 Section 8.3 Percentage of Sulfates for Pigments in Concrete - 1st Sample	Sample	\$2,200.00
ASTM C979 Section 8.3 Percentage of Sulfates for Pigments in Concrete (Additional Samples at the same time)	Sample	\$550.00
ASTM C979 Section 8.4 Water Solubility of Pigments in Concrete	Sample	\$185.00
ASTM C979 Section 8.6 Light Resistance of Pigments for Concrete	Quote	
ASTM C979 Section 8.7 Effects of Pigments in Concrete	Sample	\$1,760.00
ASTM C979 Section 8.8 Color Match of Pigments in Concrete	Sample	\$580.00
ASTM C979 Specification for Pigments in Concrete	Quote	
ASTM D1208 Common Properties of Certain Pigments	Quote	
ASTM E1252 Infrared Spectroscopy (FTIR) by ATR - Scan Only	Sample	\$415.00
ASTM G109 Corrosion Inhibiting Admix for Embedded Steel, 1st Set	Set	\$6,100.00
ASTM G109 Corrosion Inhibiting Admix for Embedded Steel, additional Set	Set	\$3,300.00
ASTM G109 Corrosion Inhibiting Admix for Embedded Steel, each year past first year	Set	\$1,250.00
ASTM G180 Alternate Corrosion Inhibiting Admix for Steel	Quote	
Chemical Admixtures for Concrete – pH only	Test	\$115.00
Chemical Admixtures for Concrete – Residue by oven-drying only	Test	\$465.00
Chemical Admixtures for Concrete – Specific gravity only	Test	\$305.00
Chemical Admixtures for Concrete Infrared Spectroscopy (FTIR) by ATF	Test	\$385.00
EN 480-10 Chemical Admixtures for Concrete – Chlorides only	Sample	\$235.00
<b>Chemistry</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
AASHTO T 260 Acid-Soluble Chloride Ion in Concrete and Concrete Raw Materials (when submitted as -50 powder)	Test	\$65.00
AASHTO T 260 Water-Soluble Chloride Ion in Concrete and Concrete Raw Materials (when submitted as -50 powder)	Test	\$65.00
AASHTO T 289 Standard Method of Test for Determining pH of Soil for Use in Corrosion Testing	Test	\$90.00
AASHTO T 290 Determining Water-Soluble Sulfate Ion Content in Soil	Test	\$350.00
AASHTO T 291 Determining Water-Soluble Chloride Ion Content in Soil	Test	\$350.00
AET Chloride Sample Preparation	Test	\$55.00
Aluminum Grade - LIBS	Sample	\$165.00
APHA Method 2540B Total Dissolved Solids Dried	Test	\$175.00
APHA Method 2540B Total Solids Dried	Test	\$175.00
APHA Method 4500CL Chloride in Water	Test	\$175.00
Arizona ARIZ-738 Chloride in Concrete	Test	\$220.00
ASTM C1152 Acid-Soluble Chloride in Mortar and Concrete (when submitted as -20 powder)	Test	\$65.00
ASTM C1218 Water-Soluble Chloride in Mortar and Concrete (when submitted as -20 powder)	Test	\$65.00
ASTM C1580 Water-Soluble Sulfate in Soil	Sample	\$450.00
ASTM C1602/C1603 Specification for Mixing Water in Concrete Chemical Testing – Chloride, Sulfate, Alkalies and Total Solids	Sample	\$550.00
ASTM C618 Evaluation of Fly Ash and Pozzolan for Non Standard Analysis	Quote	
ASTM C618 Specification for Fly Ash and Pozzolan Chemical Testing – Table I	Test	\$240.00
ASTM D4458 Chloride Ions in Brackish Water, Seawater, and Brines	Sample	\$185.00
Canadian CSA A23.2-3B Total and Water-Soluble Sulfate in Soil	Test	\$415.00
Coating FTIR	Sample	\$415.00
Color LAB Values	Sample	\$165.00
Crushing and Reducing Large Sample to Sample Test Size	Sample	\$150.00
Florida DOT FM 5-516 Chloride in Concrete and Raw Materials	Test	\$440.00
FTIR Infrared Spectroscopy Scan Only	Test	\$415.00
LIBS Elemental Scan Values	Sample	\$165.00
Preparation of Laboratory Control Sample Mixes	Sample	\$1,000.00
Scanning Electron Microscope (SEM) with EDS	Hour	\$440.00
Sieving Samples	Sample	\$55.00
Thermogravimetric Analysis (TGA)	Quote	\$385.00
X-Ray Diffraction (XRD) Analysis	Test	\$385.00



<b>Concrete</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
AASHTO T 259/T 260 Penetration of Chloride Ion into Concrete by Ponding, AET Cast	Project	\$1,450.00	
AASHTO T 259/T 260 Penetration of Chloride Ion into Concrete by Ponding, ClientCast	Project	\$900.00	
AASHTO T 336 Coefficient of Thermal Expansion	Test	\$575.00	
AASHTO T 358 Surface Resistivity-1st Test Charge	Test	\$165.00	
AASHTO T 358 Surface Resistivity-Additional Run on Same Day	Test	\$55.00	
AASHTO TP 119 Electrical Resistivity of Concrete in Uniaxial Resistance (Bucket Test)	Quote		
ACI 207 Thermal & Volume Effects on Cracking of Mass Concrete	Quote		
ACI 211 Concrete Mix Design (previously designed)	Mix	\$150.00	
ACI 211 Heavy Weight Concrete Mix Design	Mix	\$250.00	
ACI 211 Lightweight Concrete Mix Design	Mix	\$375.00	
ACI 211 Normal Weight Concrete Mix Design	Mix	\$250.00	
ASTM C1084 Portland Cement Content of Concrete Chemistry Only	Test	\$2,000.00	
ASTM C1084 Portland Cement Content of Concrete with Petrography Composition	Test	\$2,150.00	
ASTM C1105 Potential ACR of Concrete	Test	\$1,485.00	
ASTM C1140 – Shotcrete Panel Coring (6 cores)	Panel	\$220.00	
ASTM C1202/AASHTO T 277 Resistance to Rapid Chloride-Ion Penetration	Set of 2	\$600.00	
ASTM C1202/AASHTO T 277 Resistance to Rapid Chloride-Ion Penetration - Additional Slices run on Same Day	Test	\$175.00	
ASTM C1543 Penetration of Chloride Ion into Concrete by Ponding	Test	\$990.00	
ASTM C1543 Penetration of Chloride Ion into Concrete by Ponding, AET Cast	Test	\$1,450.00	
ASTM C1543 Penetration of Chloride Ion into Concrete by Ponding, Client Cast	Project	\$900.00	
ASTM C1556 Apparent Chloride Diffusion Coefficient – Chloride Results for Nine Test Depths	Test	\$2,650.00	
ASTM C157 (modified) Length Change of Concrete (Drying Shrinkage) (35 day test)	Set of 3	\$600.00	
ASTM C157 Length Change of Concrete (Drying Shrinkage) (56 day test)	Set of 3	\$600.00	
ASTM C1579 Early Age Shrinkage (one control, one test)	Test	\$3,520.00	
ASTM C1581 Age at Cracking (Ring Test)	Project	\$7,700.00	
ASTM C1585 Rate of Absorption of Water by Concrete	Test	\$1,760.00	
ASTM C1646 Making Freeze-Thaw Test Specimens	Mix	\$600.00	
ASTM C1760 Bulk Electrical Conductivity	Test	\$440.00	
ASTM C1761 Specification for Lightweight Aggregates	Quote		
ASTM C1803/C1353/C241 Taber Abrasion	Set of 3	\$605.00	
ASTM C1876 Standard Test Method for Bulk Electrical Resistivity of Bulk Conductivity of Concrete	Set of 2	\$275.00	
ASTM C192 Making Concrete in the Laboratory (< 2 cu.ft.)	Mix	\$600.00	
ASTM C192 Making Concrete in the Laboratory (> 2 cu.ft.)	Project	\$825.00	
ASTM C232 Bleeding of Concrete	Test	\$250.00	
ASTM C293 Concrete Flexural Strength (center point loading)	Test	\$75.00	
ASTM C330 Specification for Lightweight Aggregates	Quote		
ASTM C331 Specification for Lightweight Aggregates	Quote		
ASTM C39 Concrete Compressive Strength 4x8 cylinder	Test	\$40.00	
ASTM C39 Concrete Compressive Strength 6x12 cylinder	Test	\$50.00	
ASTM C39 Concrete Compressive Strength HPC	Test	\$60.00	
ASTM C39 Cylinder End Prep	Each	\$30.00	
ASTM C39 lapping (grinding) of cylinder	Each	\$65.00	
ASTM C403 Concrete Time of Set (< 6 hrs.)	Test	\$250.00	
ASTM C403 Concrete Time of Set (> 6 hrs.)	Hour	\$130.00	
ASTM C418 Abrasion Resistance of Concrete by Sandblasting	Quote		
ASTM C42 Section 7 Concrete Core Compressive Strength	Test	\$130.00	
ASTM C42 Section 8 Concrete Core Splitting Tensile Strength	Test	\$175.00	
ASTM C457 Hardened Air Content	Test	\$575.00	
ASTM C469 Modulus of Elasticity – 1st Test	Test	\$575.00	
ASTM C469 Modulus of Elasticity – Additional Test	Test	\$300.00	
ASTM C496 Concrete Splitting Tensile Strength	Test	\$95.00	
ASTM C512 Creep of Concrete in Compression (per Age of Loading)	AOL	\$6,100.00	
ASTM C567 Lightweight Concrete Unit Weight	Set of 3	\$440.00	
ASTM C642 Density Absorption and Voids in Concrete	Sample	\$275.00	



<b>Concrete - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C666 Procedure A Freezing & Thawing in Water	Set of 3	\$1,300.00
ASTM C672 Scaling Resistance of Concrete	Set of 2	\$880.00
ASTM C78 Concrete Flexural Strength (third point loading)	Test	\$75.00
ASTM C856 Petrographic Analysis of Concrete - Fire Damage Assessment	Test	\$1,000.00
ASTM C856 Petrographic Analysis of Concrete - Limited Microscopic Observations	Test	\$575.00
ASTM C856 Petrographic Analysis of Concrete – Premium with SEM	Test	\$2,600.00
ASTM C856 Petrographic Analysis of Concrete with ASTM C457 and Thin Section	Test	\$2,000.00
ASTM C856 Petrographic Analysis of Concrete with Thin Section	Test	\$1,400.00
ASTM C873 Cast-In-Place-Punch-Out Cylinder Compressive Strength	Test	\$75.00
ASTM C873 CIPPOC molds	Each	\$70.00
ASTM D5385 Hydrostatic Pressure Resistance of	Test	\$2,300.00
ASTM E1155 Floor Flatness	Quote	
Carbonation Analysis Additional Test Charge	Test	\$175.00
Carbonation Analysis-1st Test Charge	Test	\$325.00
Concrete Air Meter Calibration	Each	\$145.00
Concrete Cylinders curing & handling of non-tested specimens	Each	\$40.00
Concrete Cylinders pickup/delivery	Set	\$95.00
Inorganic Sulfur XRF Concrete with Sample Preparation	Test	\$300.00
Maturity Probe	Each	\$125.00
NT Build 492 Chloride Diffusion Coefficient	Set of 2	\$1,800.00
NYS DOT 502-3P Concrete Freeze-Thaw of Cores/Cylinders	Set of 3	\$825.00
Presence of Water Proofing Additives / Integral Water Proofing Agents	Sample	\$925.00
Shotcrete Core Compression Test	Test	\$75.00
Thin Section Analysis	Test	\$900.00
<b>Flooring/Adhesives</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM D5040 Ash Content of Adhesives	Sample	\$120.00
Chemical Analysis of Flooring including debonding-blistering-discoloration	Test	\$1,390.00
Concrete Flooring Moisture Mitigation Alkali Two Depths	Sample	\$580.00
Concrete Flooring Moisture Mitigation Organic Three Depths	Sample	\$925.00
Concrete Flooring Moisture Mitigation Organic Two Depths	Sample	\$695.00
Flooring Failure Analysis	Quote	
Gypsum Flooring Analysis	Project	\$2,150.00
IC test Suite – Sodium, Potassium, Chloride, and Sulfate (Water-Soluble) at Two Depths	Sample	\$925.00
Pre-Application Moisture Mitigation Assessment	Sample	\$1,650.00
Pre-Installation Flooring Evaluation Chemistry and Petrography	Test	\$2,080.00
Presence of Unreacted Alkali Silicate Product	Test	\$1,980.00
<b>Frac Sand Testing</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
API RP 56 Acid Solubility	Test	\$550.00
API RP 56 Bulk Density	Test	\$110.00
API RP 56 Mineralogical	Test	\$385.00
API RP 56 Sieve Analysis (one stack of screens up to 6 screens)	Test	\$145.00
API RP 56 Sieve Analysis (three stacks of screens 13-18 screens)	Test	\$275.00
API RP 56 Sieve Analysis (two stacks of screens 7-12 screens)	Test	\$220.00
API RP 56 Sphericity and Roundness	Test	\$275.00
<b>Geotechnical Equipment Rental</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Bore Hole Permeability HQ Wireline Packer	Day	\$404.25
Bore Hole Permeability Open End Casing Method	Day	\$161.50
CPT Rig Rental	Hour	\$188.00
Borehole Pressuremeter	Hour	\$93.50
Calibrated SPT Rod	Day	\$264.00
Diamond Bit Wear - Metamorphic and Igneous Rock	Foot	\$28.50
Diamond Bit Wear - Sedimentary Rock	Foot	\$18.75
Double Ring Infiltrometer	Day	\$320.00
Electronic Cone or Piezocone with Computer	Hour	\$57.75



<b>Geotechnical Equipment Rental - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Field Electrical Resistivity Wenner 4 Pin	Day	\$308.00
Field Seismic Refraction	Day	\$500.00
Field Vane Shear	Day	\$385.00
GPS Equipment	Day	\$200.00
Inclinometer Reading Equipment	Day	\$400.00
Iowa Borehole Shear Tester	Day	\$385.00
Modified Philip-Dunne (MPD) Infiltrometer Rental	Day	\$320.00
Pile Driving Analyzer	Day	\$787.50
Pile Integrity Test	Day	\$420.00
Pneumatic Transducer Reading Equipment	Day	\$209.00
Soil Sampler	Hour	\$9.35
Water Sampler	Hour	\$25.25
<b>Groundwater Monitoring Equipment Rental</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
2-inch Pump Assembly	Day	\$120.00
Bailers-Polypropylene	Each	\$16.00
Bailers-Teflon	Each	\$33.00
Conductivity Meter	Day	\$30.00
Dissolved Oxygen Meter	Day	\$55.00
Groundwater Filter Nalgene	Each	\$30.00
Oil Water Interface Sensor	Day	\$100.00
Peristaltic Assembly	Day	\$60.00
pH Meter	Day	\$30.00
Redox Potential Meter	Day	\$30.00
Turbidity Meter	Day	\$60.00
Water Level Probe	Day	\$50.00
Well Rate of Recovery Equipment	Day	\$175.00
YSI Multi Parameter Meter	Day	\$175.00
<b>Grout/Repair Products</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C1019 Sampling and Testing Grout	Test	\$90.00
ASTM C1090 Measuring Changes in Height of Cement Grout	Set of 2	\$990.00
ASTM C1107 Specification for Packaged Dry Non-Shrink Grout, per temp.	Quote	
ASTM C387 Specification for Packaged Dry Repair Materials	Quote	
ASTM C827 Change in Height at Early Ages	Test	\$1,450.00
ASTM C881 Specification for Epoxy-Resin Bonding Systems	Quote	
ASTM C882 Bond Strength of Epoxy-Resin Systems by Slant Shear two ages	Test	\$1,045.00
ASTM C928 Specification for Packaged Dry Repair Materials	Sample	\$3,520.00
Compressive Strength of 2x4 Cylinders, 2x2 Cubes	Test	\$40.00
ASTM C1324 / C856 Petrographic Analysis of Grout	Test	\$2,150.00
ASTM C1324 Hardened Masonry Mortar-Historic or Modern	Test	\$2,150.00
ASTM C1324 Masonry Plaster Stucco - 2 part Stucco	Test	\$2,150.00
ASTM C1324 Masonry Plaster Stucco - 3 part - Brown and Scratch Coats	Test	\$3,200.00
Color LAB Values Mortar/Acid Insoluble Sand	Test	\$145.00
Iron Oxide Pigment Content of Mortar	Test	\$175.00
Masonry Efflorescence XRD FTIR	Test	\$400.00
Masonry Expert Interpretation of ASTM C1324 Data/Results	Test	\$415.00
Masonry Fiber Content (Polymer or Steel)	Test	\$695.00
Masonry Unit Weight (Density)	Test	\$165.00
Sieve Analysis of ASTM C1324 Acid Insoluble Sand	Test	\$305.00
<b>Masonry/CMU</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C1194 & C1195 Testing Suite - Compressive Strength and Absorption of Architectural Cast Stone	Set	\$265.00
ASTM C1262 Freeze-Thaw Durability of Retaining Wall Units and Related Units (100 Cycles)	Set of 5	\$1,100.00
ASTM C1314 Compressive Strength of Masonry Prisms (field fabrication and test)	Each	\$145.00



<b>Masonry/CMU - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C1314 Compressive Strength of Masonry Prisms (lab fabrication and test)	Set	\$550.00
ASTM C1314 Surcharge for Core-Filled Cells	Sample	\$125.00
ASTM C1353 Abrasion Resistance of Dimension Stone Using a Rotary Platform Abraser	Set	\$450.00
ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units (compressive strength & absorption)	Set	\$325.00
ASTM C140 Net Area Determination of Concrete Masonry Units	Set of 3	\$135.00
ASTM C140 Section 7 Compressive Strength of Concrete Masonry Units	Set of 3	\$175.00
ASTM C140 Testing Suite for Loadbearing Concrete Masonry Units	Set	\$255.00
ASTM C140 Testing Suite for Solid Concrete Interlocking Paving Units	Set	\$255.00
ASTM C1645 Freeze-Thaw Durability of Solid Concrete Interlocking Paving Units	Set of 3	\$660.00
ASTM C170 Compressive Strength of Dimension Stone	Each	\$40.00
ASTM C1721 Petrographic Analysis of Dimension Stone-Failure Analysis	Quote	
ASTM C1721 Petrographic Analysis of Dimension Stone-Pre Installation	Test	\$900.00
ASTM C241 Abrasion Resistance of Stone	Quote	
ASTM C426 Linear Shrinkage of Concrete	Set of 3	\$1,100.00
ASTM C55 Specification for Concrete Building Block	Set of 6	\$220.00
ASTM C67 Section 11 Efflorescence of Brick and Structural Clay Tile	Set of 10	\$200.00
ASTM C67 Section 13 & 14 Measurement of Size and Warpage of Brick and Structural Clay Tile	Set of 10	\$275.00
ASTM C67 Section 6 Modulus of Rupture of Brick and Structural Clay Tile	Set of 5	\$255.00
ASTM C67 Section 7 Compressive Strength of Brick and Structural Clay Tile	Set of 5	\$255.00
ASTM C67 Section 8 & 10 Absorption and Initial Rate of Absorption of Brick and Structural Clay Tile	Set of 5	\$210.00
ASTM C67 Section 9 Freezing and Thawing of Brick and Structural Clay Tile (Method B)	Set of 5	\$550.00
ASTM C67 Testing Brick and Structural Clay Tile (suite of tests not including F-T)	Set of 5	\$825.00
ASTM C880 Flexural Strength of Dimension Stone	Each	\$65.00
ASTM C952 Bond Strength of Mortar to Masonry Units	Set of 5	\$550.00
ASTM C97 Section 7 Absorption, Bulk Specific Gravity and Density of Dimension Stone	Each	\$55.00
ASTM C99 Modulus of Rupture of Dimension Stone	Each	\$65.00
ASTM E303 Surface Frictional Properties Using the British Pendulum Tester	Quote	
ASTM E518 Flexural Bond Strength of Masonry	Test	\$275.00
Efflorescence of Mortar, Cement, Lime and Sand	Each	\$390.00
NBS RP1320 Water Transmission	Quote	
Sample Preparation of Dimension Stone	Hour	\$110.00
<b>Mass Concrete</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM C1074 Maturity	Test	\$825.00
ASTM D5334 Thermal Conductivity/Resistivity of Concrete (Dry Out Curve)	Test	\$3,300.00
ASTM D5334 Thermal Conductivity/Resistivity of Concrete (Single Point)	Test	\$450.00
ASTM D5334 Thermal Conductivity/Resistivity of Concrete (Specimen Prep)	Each	\$55.00
Mass Concrete Thermal Control Plan Report	Quote	
Thermal Property Testing for Mass Concrete	Quote	
<b>Non-Destructive Testing</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Bolted Connection Observations	Quote	
Charpy Impact Test	Each	\$385.00
Computed Radiography	Hour	\$255.00
Dye Penetrant Testing	Quote	
Electromagnetic Scan (Profometer)	Quote	
Magnetic Particle Testing	Quote	
Phased Array Ultrasonic	Hour	\$130.00
Radiographic Testing	Quote	
Ultrasonic Testing	Quote	
Visual Weld Observations	Quote	
Welder Qualification	Each	\$140.00



<b>Pavement Equipment Rental</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
Falling Weight Deflectometer with Truck (testing)	Hour	\$235.00	
Falling Weight Deflectometer with Truck (testing) either ½ or full day	Day	\$1,850.00	
Falling Weight Deflectometer with Truck (travel)	Hour	\$120.00	
Falling Weight Deflectometer with Truck (travel) either ½ or full day	Day	\$935.00	
Geoprobe Direct Push Sampling System (sampling)	Hour	\$130.00	
Geoprobe Direct Push Sampling System (travel)	Hour	\$71.00	
Ground Penetrating Radar (travel)	Hour	\$60.00	
Ground Penetrating Radar with Truck (testing) either ½ or full day	Day	\$850.00	
Ground Penetrating Radar with Truck (travel) either ½ or full day	Day	\$435.00	
HD Camera	Day	\$130.00	
High Speed Inertial Profiler (testing)	Day	\$960.00	
High Speed Inertial Profiler (travel)	Day	\$495.00	
Lightweight Deflectometer	Day	\$300.00	
Retroreflector with Truck (testing) either 1/2 or full day	Day	\$350.00	
Retroreflector with Truck (travel) either 1/2 or full day	Hour	\$175.00	
<b>Sealers/Coatings</b>			
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>	
AASHTO T 259/T 260 Penetration of Chloride Ion into Concrete by	Test	\$2,400.00	
AASHTO T 259/T 260 Penetration of Chloride Ion into Concrete by Ponding, Sealers	Test	\$3,200.00	
Alberta BT001 Each Additional Product	Sample	\$5,775.00	
Alberta BT001 Vapor Transmission, Waterproofing and Hiding Power of Concrete Sealers	Sample	\$7,500.00	
ASTM C1315 Section 8.7.6 Yellowing Resistance of	Sample	\$1,100.00	
ASTM C1315 Section 8.7.7 Acid Alkali Resistance of	Sample	\$165.00	
ASTM C1315 Section 8.8 Adhesion of Liquid Membrane-Forming Compounds	Sample	\$1,045.00	
ASTM C1315 Specification for Liquid Membrane-Forming Compounds Type 1	Sample	\$3,795.00	
ASTM C1315 Specification for Liquid Membrane-Forming Compounds Type 2	Sample	\$3,960.00	
ASTM C140 Sampling and Testing Concrete Masonry Units and Related Units -	Sample	\$385.00	
ASTM C140 Sampling and Testing Concrete Masonry Units and Related Units, Sealers	Sample	\$745.00	
ASTM C1543 Penetration of Chloride Ion into Concrete (test through 12 months)	Sample	\$1,650.00	
ASTM C1543 Penetration of Chloride Ion into Concrete (test through 6 months)	Sample	\$1,320.00	
ASTM C1543 Penetration of Chloride Ion into Concrete by Ponding - Each Additional Sealer	Sample	\$2,695.00	
ASTM C1543 Penetration of Chloride Ion into Concrete by Ponding, Sealers	Sample	\$3,685.00	
ASTM C156 Water Loss Through Liquid Membrane-Forming Curing Compounds	Sample	\$990.00	
ASTM C309 Section 5 Deleterious Reaction of Liquid Membrane-Forming Compounds	Sample	\$110.00	
ASTM C309 Section 7 Daylight Reflectance of Type 2 Liquid Membrane-Forming Compounds	Sample	\$165.00	
ASTM C309 Section 8 Drying Time Requirement of Liquid Membrane-Forming Compounds	Sample	\$275.00	
ASTM C309 Specification for Liquid Membrane-Forming Compounds Type 1	Sample	\$1,485.00	
ASTM C309 Specification for Liquid Membrane-Forming Compounds Type 2	Sample	\$1,650.00	
ASTM C666 Procedure A Freezing and Thawing in Water, Each Additional Sealer	Sample	\$1,540.00	
ASTM C666 Procedure A Freezing and Thawing in Water, Sealers	Sample	\$3,245.00	
ASTM C672 Scaling Resistance of Concrete, Each Additional Sealer	Sample	\$1,650.00	
ASTM C672 Scaling Resistance of Concrete, Sealers	Sample	\$3,245.00	
ASTM C97 Test Methods for Bulk Specific Gravity and Density of Dimension Stone, Sealers	Sample	\$745.00	
ASTM C97 Test Methods for Bulk Specific Gravity and Density of Dimension Stone - Each Additional Sealer	Sample	\$385.00	
ASTM D1309 Settling Properties of Traffic Paints During Storage	Sample	\$110.00	
ASTM D1475 Density of Liquid Coatings	Sample	\$115.00	
ASTM D1653 Water Vapor Transmission of Organic Coating Films	Sample	\$715.00	
ASTM D1653 Water Vapor Transmission of Organic Coating Films - Additional Test	Sample	\$365.00	



<b>Sealers/Coatings -Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM D2369 Volatile Content of Coatings	Samples	\$115.00
ASTM D6489 Water Absorption of Hardened Concrete Treated with a Water Repellent Coating	Set of 3	\$990.00
ASTM D6489 Water Absorption of Hardened Concrete Treated with a Water Repellent Coating, Additional	Set of 3	\$495.00
ASTME514 Water Penetration and Leakage Through Masonry, Sealers	Quote	
ASTME96 Water Vapor Transmission of Materials, Additional Test	Sample	\$2,200.00
ASTME96 Water Vapor Transmission of Materials, Sealers	Sample	\$4,950.00
ASTM G154 UV Exposure Testing, Each Additional Sealer	Sample	\$965.00
ASTM G154 UV Exposure Testing, Sealers	Sample	\$1,650.00
Federal Specification SS-W-110C Each Additional Sealer	Sample	\$700.00
Federal Specification SS-W-110C Water Repellent, Colorless, Silicone Resin Base	Sample	\$1,050.00
FTIR Infrared Spectroscopy of Vehicle Solids MnDOT	Sample	\$235.00
NCHRP Report 244 Series II Each Additional Product	Sample	\$2,750.00
NCHRP Report 244 Series II Water Absorption, Water Vapor Transmission and Chloride Intrusion	Sample	\$3,750.00
NCHRP Report 244 Series IV Each Additional Product	Sample	\$3,300.00
NCHRP Report 244 Series IV Laboratory Accelerated Weathering Test,Southern Exposure	Sample	\$4,950.00
Revision of Report for Product Name Change	Project	\$825.00
Rilem Test II.4 Water Absorption Under Low Pressure	Sample	\$275.00
<b>Software Use Rates</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Finite Element Seepage or Soil Deformation	Hour	\$99.00
LPILE or Group	Hour	\$40.00
Settlement FoSSA	Hour	\$40.00
Slope Stability	Hour	\$40.00
Stabilized Earth Slopes and Walls	Hour	\$40.00
Wave Equation WEAP	Hour	\$40.00
<b>Soil and Earthwork Testing</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
AASHTO Soil Suite – Sulfate, Chloride and pH	Sample	\$580.00
AASHTO T 267 Organic Content in Soils by Loss on Ignition	Sample	\$115.00
AASHTO T 288 Determination of Minimum Laboratory Soil Resistivity	Test	\$245.00
AASHTO T 289 Standard Method of Test for Determining pH of Soil for Use in Corrosion Testing	Test	\$90.00
AASHTO T 99 MnDOT Proctor	Test	\$175.00
ASTM C3080 Direct Shear of Granular Soils Residual Strength with 3 Normal Loads (proctor also needed)	Test	\$555.00
ASTM C3080 Direct Shear of Granular Soils with 3 Normal Loads (proctor also needed)	Test	\$555.00
ASTM C427 Shrinkage Limit	Test	\$141.00
ASTM C854 Specific Gravity of Mineral Soil	Test	\$173.00
ASTM C854 Specific Gravity of Organic Soil	Test	\$202.00
ASTM D1557 Modified Proctor	Test	\$180.00
ASTM D1557 Modified Proctor (Cohesive)	Test	\$200.00
ASTM D1883 California Bearing Ratio of Cohesive Soils	Test	\$855.00
ASTM D1883 California Bearing Ratio of Granular Soils (proctor also needed)	Test	\$750.00
ASTM D2166 Unconfined Compressive Strength of Cohesive Soil	Test	\$127.00
ASTM D2435 Consolidation Properties of Soils (up to 32 tsf with P-e and Time Curves)	Test	\$725.00
ASTM D2435 Consolidation Properties of Soils (up to 32 tsf with P-e Curve Only)	Test	\$590.00
ASTM D2844 R-value of Compacted Soils by Hveem Stabilometer	Test	\$470.00
ASTM D2850 Unconsolidated Undrained Triaxial Compression of Cohesive Soils	Point	\$295.00
ASTM D2974 Test Methods for Moisture, Ash and Organic Matter of	Test	\$90.00
ASTM D3080 Direct Shear of Cohesive Soils (without proctor)	Test	\$615.00
ASTM D422 Particle Size Analysis of Soils (includes gradation)	Test	\$250.00
ASTM D4318 Atterberg Liquid Limit or Plastic Limit	Test	\$126.00
ASTM D4318 Atterberg Plasticity Index	Test	\$141.00



<b>Soil and Earthwork Testing - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ASTM D4327 Water-Soluble Chloride and Sulfate	Sample	\$580.00
ASTM D4373 Rapid Method of Carbonate Content of Soils	Sample	\$235.00
ASTM D4767 Consolidated Undrained Triaxial Compression of Cohesive Soils	Point	\$422.00
ASTM D5084 Hydraulic Conductivity of Clay by Flexible Wall Permeater	Test	\$450.00
ASTM D5334 / IEEE 442 Thermal Conductivity of Soil, as received and oven dried	Test	\$1,050.00
ASTM D5334 / IEEE 442 Thermal Conductivity of Soil, Dry Out Curve	Test	\$1,305.00
ASTM D5856 Rigid Clay Permeability Test (includes dry density)	Test	\$435.00
ASTM D698 Standard Proctor	Test	\$175.00
ASTM D698 Standard Proctor (Cohesive)	Test	\$200.00
ASTM D7263 Laboratory Determination of Dry Density of Soil (includes water content)	Test	\$90.00
ASTM Soil Suite – Sulfate, Chloride and pH	Sample	\$580.00
Dial Indicator Gauges	Each	\$25.00
Dynamic Cone Penetrometer (MnDOT)	Test	\$60.00
Dynamic Cone Penetrometer (non MnDOT)	Test	\$40.00
Dynamic Cone Penetrometer Rental - Daily	Day	\$120.00
Expansive Soil Testing	Test	\$165.00
Florida DOT Soil Suite – Sulfate, Chloride and pH	Sample	\$580.00
Hand Penetrometer/Torvane	Test	\$17.50
MnDOT 3877 Topsoil Borrow Test	Test	\$325.00
MnDOT Relative Moisture	Test	\$50.00
One Point Proctor Check	Test	\$85.00
Proctor Sample Preparation	Hour	\$90.00
Soil Oxidation Reduction Potential	Test	\$89.00
Test Charge, Nuclear and Sand-Cone (at AET's option)	Test	\$40.00
Test Charge, Sand-Cone (when required by client)	Test	\$70.00
Thin-Walled Tube Samples - Sample Extrusion	Sample	\$27.50
Thin-Walled Tube Samples - Sampler Replacement	Each	\$30.00
Water Content	Test	\$15.00
<b>Soil Sampling Equipment Rental</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
ACM Kit	Day	\$55.00
ACM Roof Sampling Kits	Day	\$5.00
Coliwassa Sampler	Each	\$20.00
Hammer Drill	Day	\$30.00
HEPA Vacuum	Day	\$15.00
<b>Soil Sampling Equipment Rental - Continued</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Level A-B-C Protective Gear	Quote	
Magnetic Locator	Day	\$30.00
Portable Generator 220 Volt	Day	\$30.00
Power Auger	Day	\$70.00
Site Trailer	Day	\$90.00
Soil Auger Assembly	Day	\$55.00
Vapor Pins	Each	\$105.00
XRF Analyzer	Day	\$580.00
<b>Wastewater Monitoring Equipment Rental</b>		
<b>Service Item</b>	<b>Unit</b>	<b>Rate</b>
Chlorine Residual Meter	Day	\$50.00
Confined Space Entry Equipment	Day	\$150.00
DR2000 Spectrophotometer	Day	\$90.00
Flow Meter	Day	\$90.00
Ice Auger	Day	\$50.00
ISCO Autosampler	Day	\$60.00
Kemmerer Type Sampler	Day	\$50.00

Liquid Level Recorder	Day	\$55.00
Recording pH Meter	Day	\$50.00
Refrigerated ISCO Autosampler	Day	\$105.00
Weir Materials	Day	\$45.00

## **EXHIBIT B**

### **Standard Federal Award Requirements**

#### **I. Non-Discrimination.**

Contractor will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.
- I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.
- J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.
- K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

## **II. Contractor Debarment, Suspension, and Responsibility Certification.**

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Contractor Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) 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; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the HRA Project Manager or Buyer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

### **Anti-Lobbying and Required Certificate**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City or HRA) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the HRA.

## **Clean Air Act**

Contractors that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **Rights to Inventions Made Under a Contract or Agreement**

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (the City or HRA).

## **Prohibition on certain telecommunications and video surveillance services or equipment.**

The HRA and Contractor are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **Domestic preferences for procurements.**

The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



## **EXHIBIT C**

### **Additional Federal Provisions**

#### **A. APPLICABILITY**

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

#### **COPELAND ANTI-KICKBACK ACT**

18 U.S.C. § 874; 29 C.F.R. Part 3

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

#### **EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDERS 11375, 11478, 12086, AND 12107**

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. § 570.607(a)

Relates to equal employment opportunities under HUD contracts and HUD assisted construction contracts.

#### **UNIFORM ADMINISTRATIVE REQUIREMENTS**

2 C.F.R. Part 200, subps. C and D; 24 C.F.R. §§ 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and or HRA and/or HUD to monitor/review/report on subgrantee activities.

#### **UNIFORM COSTS PRINCIPLES**

2 C.F.R. Part 200, subp. E; 24 C.F.R. §§ 570.502, 570.610

Relates to cost and expenditure principles for federally funded grants and contracts.

#### **UNIFORM AUDIT REQUIREMENTS**

2 C.F.R. Part 200, subp. F; 24 C.F.R. §§ 570.502, 570.610

Contains audit requirements for non-profit organizations and governmental entities.

#### **EXECUTIVE ORDERS 11625, 12432, AND 12138**

2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

#### **AGE DISCRIMINATION ACT OF 1975**

42 U.S.C. §§ 6101–6107; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. Part 146; 24 C.F.R. §570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

#### **ARCHITECTURAL BARRIERS ACT OF 1968**

42 U.S.C. §§ 4151–4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

**NATIONAL ENVIRONMENTAL POLICY ACT OF 1969**

42 U.S.C. §§ 4321–4370m-12; 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

**NATIONAL HISTORIC PRESERVATION ACT OF 1966**

54 U.S.C. §§ 300101–307108; 24 C.F.R. § 50.4(a)(1)

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

**ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974**

54 U.S.C. §§ 312501–312508; 24 C.F.R. § 50.4(a)(3)

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

**EXECUTIVE ORDER 11593**

24 C.F.R. § 50.4(a)(2)

Provides for the protection and enhancement of the cultural environment.

**HATCH ACT**

5 U.S.C. §§ 1501–1508; 24 C.F.R. § 570.207(a)(3)

Prohibits the financing of any type of political activities with federal funds.

**CODE OF CONDUCT AND CONFLICT OF INTEREST**

2 C.F.R. § 200.317–.318, 24 C.F.R. § 570.611

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

**IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM AND CONTROL ACT**

8 U.S.C. §§ 1324a–1330; 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

**DRUG-FREE WORKPLACE ACT OF 1988**

41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

**EVALUATION OF COST REASONABLENESS**

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

**EXHIBIT D**  
**Lobbying Certification**

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of Contractor that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an 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.

2. 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 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, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.<sup>1</sup>

**The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of Contractor. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of Contractor.

**Contractor**

**By:**

Print name \_\_\_\_\_

Its title \_\_\_\_\_

<sup>1</sup> These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

## **Exhibit E – PFA Requirements**

Clean Water Revolving Fund  
Drinking Water Revolving Fund

CONTRACT PACKET (For Projects that Qualify for BABA Adjustment Period Waiver)  
*March 2023*

This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages must be PHYSICALLY included in all bidding solicitation and contract documents, including subcontracts.

NOTE: This Contract Packet is for projects that qualify for the Environmental Protection Agency's BABA Adjustment Period Waiver).

Minnesota Public Facilities Authority  
1st National Bank Building • 332 Minnesota St. • Suite W820 • Saint Paul, MN 55101-1378 • USA  
651-259-7469 • 800-657-3858 TOLL FREE • 651-296-8833 FAX • MN Relay 711 • [mn.gov/pfa](http://mn.gov/pfa)

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## I. GENERAL INFORMATION

This packet lists required contract conditions that apply to Clean Water and Drinking Water Revolving Fund projects. Please review this packet prior to bidding. This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages must be physically included in all bidding solicitations and contract documents, including subcontracts.

## 2. AMERICAN IRON AND STEEL

### AIS RESOURCES

Environmental Protection Agency Guidance

EPA main AIS webpage: [State Revolving Fund American Iron and Steel \(AIS\) Requirement | US EPA](#)

March 20, 2014 Guidance: [ais-final-guidance-3-20-14.pdf \(epa.gov\)](#)

### SAMPLE AMERICAN IRON AND STEEL CONTRACT LANGUAGE

The AIS language below is a sample from the Environmental Protection Agency's March 20, 2014 memorandum ([http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)). Include actual AIS language into project specifications and construction contracts and sub-contracts.

*PER EPA: ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE STATE REVOLVING FUNDS (SRF). EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:*

*The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ ("Purchaser") and the Minnesota Public Facilities Authority (the "Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires that all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorneys' fees) incurred by the Purchaser or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph*



*(nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.*

#### **AMERICAN IRON AND STEEL DE MINIMIS WAIVER TRACKING FORM**

The Environmental Protection Agency (EPA) granted a [national waiver for de minimis incidental components](#) of eligible water infrastructure projects **Error! Hyperlink reference not valid.**

To use the de minimis waiver, SRF recipients “should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items in their project files.” Borrowers must maintain documentation (i.e., invoices) for the de minimis items in the project file and submit a summary report to the PFA at project conclusion, or sooner, if available. An example tracking form for AIS de minimis is included on the next page.





### ***AMERICAN IRON AND STEEL DOCUMENTATION***

Contractors must comply with and provide documentation that shows compliance with AIS requirements. Product certifications letters need to include the following five items:

Identify the product. The letter should list the specific product(s) delivered to the project site.

Identify where the product was made. The letter should include the location(s) of the foundry/mill/factory where the product was manufactured (City and State).

To whom was the product delivered? The letter should include the name of the project and the jurisdiction where the product was delivered.

The signature of a company representative.

Specifically reference the American Iron and Steel requirements.

### **3. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

#### **GOOD FAITH EFFORTS**

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. This applies to procurement for construction, equipment, supplies and services.

4. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
5. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
6. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
7. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
8. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
9. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

#### **CERTIFIED M/WBE FIRMS**

M/WBE firms certified by the Minnesota Unified Certification Program, the Small Business Administration (SBA) of the Department of Transportation can be counted towards the M/WBE reporting to PFA. See "How do I find information on DOT's and SBA's certification programs?" [Frequently Asked Questions for Disadvantaged Business Enterprises | US EPA](#)  
[US DOT Office of Small and Disadvantaged Business Utilization | US Department of Transportation](#)  
[Women-Owned Small Business Federal Contract program \(sba.gov\)](#)

### 8(a) Business Development program (sba.gov)

To see whether a firm is a certified firm eligible to be counted as a M/WBE firm, check the *Minnesota Unified Certification Program Directory* or the *SBA Dynamic Small Business Search Directory*. Links are listed below.

Minnesota Unified Certification Program: <http://mnucp.metc.state.mn.us/>**Error! Hyperlink reference not valid.** includes a free search engine that lists certified DBE contractors and suppliers. <http://> Links to this directory are also on the MN Department of Transportation website: <http://www.dot.state.mn.us/civilrights/>

Small Business Administration **Dynamic Small Business Search** – search engine that lists businesses with 8(a) Certifications; Small Disadvantaged Business Certifications; HUBZone Certifications and DBE Certifications. Check contractor detail to see what current certifications are in place. Dynamic Small Business Search can be found at this link **Error! Hyperlink reference not valid.**<https://www.sba.gov/partners/contracting-officials/small-business-procurement> under “Finding Contractors”.

#### **OTHER MINORITY/WOMEN BUSINESS ENTERPRISES RESOURCES**

- Association of Women Contractors <http://www.awcmn.org/>
- Diversity Information Resources, Inc. [www.diversityinforesources.com](http://www.diversityinforesources.com)
- Metropolitan Economic Development Association <http://www.meda.net/>
- Minority Business Development Agency (U. S. Department of Commerce) <http://www.mbda.gov/>

#### **MINNESOTA TARGETED BUSINESS VENDORS (STATE FUNDED PROJECTS)**

The Minnesota Department of Administration maintains a directory for Targeted Group Economically Disadvantaged and Veteran-Owned (TG/ED/VO) businesses [Equity in Procurement \(TG/ED/VO\) Directory / Minnesota Office of State Procurement \(mn.gov\)](#). The Environmental Protection Agency does not consider Minnesota Department of Administration TG/ED/VO listings as meeting EPA certification requirements; thus TG/ED/VO vendors cannot be counted as M/WBE vendors by the Environmental Protection Agency. However, state-funded projects are encouraged to consider and provide procurement opportunities to vendors on this list.

#### **DEFINITIONS**

**Disadvantaged Business Enterprise (DBE)** – an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized business (HUB) Zone Small Business Concern, or a concern under a successor program.

**HUBZone** – a historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified metropolitan counties, or lands within the external boundaries of an Indian Reservation.

**HUBZone Small Business** – a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.



**Labor Surplus Area Firm (LSAF)** – a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR Part 654). Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production or performance of approximate services in labor surplus areas exceed 50 percent of the contract price.

**Minority Business Enterprise (MBE)** – a Disadvantaged Business Enterprise (DBE) other than a Small Business Enterprise (SBE), a Labor Surplus Area Firm (LSAF), a Small Business in Rural Areas (SBRA), or a Women's Business Enterprise (WBE). See section on Certified M/WBE Firms, below.

**Procurement** – the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

**Small Business in a Rural Area (SBRA)** – a small business operating in an area identified as a rural county with a code 6 to 9 in the Rural-Urban Continuum Classification Code developed by the United States Department of Agriculture in 1980.

**Small Business, Small Business Concern or Small Business Enterprise (SBE)** a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

**Women's Business Enterprise (WBE)** – a business concern which is at least 51% owned or controlled by women for purposes of EPA's 8% statute or a business concern which is at least 51% owned and controlled by women for purposes for EPA's 10% statute. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband's 50% interest in her share. Similarly, a business concern which is more than 50% owned by a married man will not become a qualified WBE by virtue of his wife's 50% interest in his share. See section on Certified M/WBE Firms, below.

#### **4. FEDERAL AND STATE PREVAILING WAGES**

Both Federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required. **All worker classifications must have a state and federal prevailing wage.** Overtime is governed by Minnesota Prevailing Wage Statutes at M.S. 177.42 which requires overtime for over 8 hours per day and for more than 40 hours per week, thus any employee working more than 8 hours in one day is entitled to overtime.

Both the proper Federal (Davis-Bacon) and State of Minnesota Prevailing Wage rates and contract conditions must be physically incorporated into the bidding and contract documents.

Required State posters can be obtained at the Minnesota Department of Labor and Industry at <http://www.dli.mn.gov/about-department/workplace-posters>

**Error! Hyperlink reference not valid.** Federal posters can be obtained at <http://www.dol.gov/whd/regs/compliance/posters/davis.htm>



Weekly certified payroll submittal is required under the Federal Davis Bacon laws.

## **5. GENERAL REQUIRED CONTRACT CONDITIONS**

This project is being financed in whole or in part by the Minnesota Public Facilities Authority through the Clean Water or Drinking Water Revolving Fund. The PFA recipient is required to comply with certain state and federal laws, rules and regulations and to ensure that their contractor(s) also complies with these laws, regulations, rules, including, but not limited to the items below which will be included in all contracts and subcontracts.

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Executive Orders 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

3. Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act; Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.

5. Executive Orders 12549 and 12689, 2 CFR Part 180, and 2 CFR Part 1532, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Before contracts are awarded, borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors and suppliers for contracts expected to be equal to or over \$25,000 via the U. S. General Services Administration System for Award Management website [SAM.gov | Home](http://SAM.gov) or search the internet for sam.gov. . Also verify the status on the Minnesota Department of Administration's listing: [Suspended/Debarred Vendors / Minnesota Office of State Procurement \(mn.gov\)](http://Suspended/Debarred Vendors / Minnesota Office of State Procurement (mn.gov)).

6. Section 602(b)(6) of the Federal Water Pollution Control Act, as amended and section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)). Requires that all laborers and mechanics employed by contractors or subcontractors be paid wages at rates not less than those prevailing for the same type of work as determined by the U. S. Secretary of Labor in accordance with the Davis-Bacon Act (46 Stat. 1494; 40 U.S.C., sec. 276a through 276a-5). Reorganization Plan Number 14 of 1950 (15 F.R. 3176) and section 2 of the Davis-Bacon Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276c).

7. Section 608 of the Federal Clean Water Act, as amended and the Safe Drinking Water Act, as amended by America's Water Infrastructure Act of 2018 that requires all of the iron and steel products used in the CWSRF and DWSRF Projects are to be produced in the United States ("Use of American Iron and Steel Requirement"), unless (i) the Borrower has requested and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the PFA has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the project.

8. Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52 that requires all of the iron and steel, manufactured products and construction materials used in the CWSRF and DWSRF Projects be produced in the United States, unless (i) the PFA Recipient has requested and obtained a waiver from the Environmental Protection Agency pertaining to the products used in the project or (ii) the PFA has otherwise advised the Recipient in writing that the Build America, Buy America Requirement are not applicable to the project.

9. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment (implementing Section 889 of Public Law 115-232).

10. Minnesota Statutes, Section 471.345, Uniform Municipal Contracting Law.

11. Minnesota Statutes, Section 574.26 to 574.32, the Public Contractors' Performance and Payment Bond Act, as applicable

12. Minnesota Statutes sections 176.181-176.182. Requires recipients and subcontractors to have worker's compensation insurance coverage.

13. Minnesota Statutes sections 177.41-177.43 and Minnesota Rules 5200.1000 to 5200.1120 (prevailing wage rate law and rules). Requires that contractors pay laborers and mechanics prevailing wages established by the Minnesota Department of Labor and Industry for public works projects.

14. Minnesota Statutes 290.9705. Requires that 8 percent of payments made to out-of-state contractors be withheld once cumulative payments made to the contractor for work done in Minnesota exceed \$50,000 in a calendar year, unless an exemption is granted by the Department of Revenue.

15. Minnesota Statutes, Chapter 16C.285, Responsible Contractor Requirements.

16. Minnesota Statutes Sec. 363A.36, Minnesota Department of Human Rights' (MDHR) affirmative action plan requirements for contracts exceeding \$250,000. An affirmative action plan and a workforce certificate for affected contractors is required prior to bidding ([Apply for a Workforce Certificate / Minnesota.gov \(mn.gov\)](#)).

17. Minnesota Statutes Section 363A.43, Minnesota Department of Human Rights (MDHR) equal pay certificate. Required for agreements and contracts for goods and services exceeding \$1,000,000 with a business that has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate, or it has certified in writing that it is exempt.

18. Minnesota Statutes Section 181.59, Discrimination on Account of Race, Creed, or Color Prohibited in Contract.

## **6. AMERICAN IRON AND STEEL CONTRACT CONDITIONS**

Insert American Iron and Steel Contract Language here for the Project

## **7. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIRED CONTRACT CONDITIONS**

### **GOOD FAITH EFFORTS**

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. This applies to procurement for **construction, equipment, supplies and services**.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

### **REQUIRED CONTRACT CONDITIONS**

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRP and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.



5. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor 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 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. 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 other legally available remedies.

#### **8. EQUAL EMPLOYMENT REQUIRED CONTRACT CONDITIONS FOR CONTRACTS & SUBCONTRACTS OVER \$10,000**

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

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; layoff 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 contracting officer 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 he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, 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 No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency 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 cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **9. FEDERAL DAVIS BACON PREVAILING WAGES – REQUIRED CONTRACT CONDITIONS**

**PLEASE NOTE:** Both federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

Federal posters can be obtained at <http://www.dol.gov/whd/regs/compliance/posters/davis.htm>

**The “recipient” referred to throughout the Davis Bacon contract conditions is the PFA Borrower. The “PFA” is the Minnesota Public Facilities Authority.**

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWRP or a construction project under the DWRP, financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1 the following clauses:

**(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by

regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

Recipients may obtain wage determinations from the U. S. Department of Labor's web site, <https://beta.sam.gov/http:///>.

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Recipient's award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient to the Administrator of the Wage and Hour Division, Conformance and CBA Update public email address:

[WHD-CBACONFORMANCE\\_INCOMING@dol.gov](mailto:WHD-CBACONFORMANCE_INCOMING@dol.gov) and to the EPA DB Regional Coordinator concurrently at (USEPA REGION 5, 77 West Jackson Boulevard Mail Code: MC-10J, Chicago, IL 60604-3507. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Recipient or will notify the Recipient within the 30-day period that additional time is necessary.



(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the Recipient's award official, to the Administrator for determination. The request shall be sent to the EPA DB Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

(2) **Withholding.** The Recipient shall upon its own action or upon written request of the PFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of the PFA or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), **except that full social security numbers and home addresses shall not be included on weekly payrolls.** Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. [Optional Form WH-347](#) and [instructions](#) are available for this purpose from the Wage and Hour Division Web site at [WHD | U.S. Department of Labor \(dol.gov\)](#) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the PFA or EPA, if requested by EPA, the PFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

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

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) 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 (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

**(4) Apprentices and trainees-**(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the



applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**(5) Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

**(9) Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Recipient, PFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

(b) **Contract Work Hours and Safety Standards Act.** The Recipient shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR Sec. 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the PFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **10. U. S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION DAVIS-BACON PREVAILING WAGES**

#### **11. STATE OF MINNESOTA PREVAILING WAGES – REQUIRED CONTRACT CONDITIONS**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable wage determination must be incorporated into proposals and all contracts.

#### **Payrolls/Records**

The contractor and subcontractor shall furnish to the OWNER copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors must furnish payrolls to the contractor. The OWNER may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

#### **Posting of Wage Rates/Required Posters**

Each contractor and subcontractor performing work on a public project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry

Prevailing Wage unit

443 Lafayette Road North

St. Paul, MN 55155

Phone: (651) 284-5091

E-mail: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)

Web: [www.dli.mn.gov](http://www.dli.mn.gov)

#### **12. MN DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS**



City of Saint Paul  
15 W Kellogg Blvd  
Saint Paul, MN 55102

American Engineering Testing  
550 Cleveland Ave N


St. Paul, MN 55114

City:  
This Agreement has been duly executed by the  
City of Saint Paul via electronic approval

Contractor:

  
Signature

Printed Name

  
VP

Title

Date

