

Grant Agreement
State of Minnesota

SWIFT: 237137
Agency Interest: 227224
Activity ID: PRO20230001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **City of St. Paul**, 800 City Hall Annex, 25 West 4th Street, St. Paul, MN 55102 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd.2, the State is empowered to enter into this grant.
2. The State is in need of the **Electric Vehicle Level 2 Charging Station installation** project.
3. Grantee will comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: January 18, 2024**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until the grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: January 15, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

- (a) The Grantee, who is not a state employee, will submit a site plan, for approval prior to installation, to install two (2) charging stations located at sites listed below (by station number listed in application). The Grantee's site plan will specifically demonstrate compliance of each station installment requirements listed in **Attachment A**, which is attached and incorporated into this grant agreement. Each station will be networked, dual ported, 7.7kW or higher-powered level 2, available for public use and have solar array onsite. Any deviations from the approved site plan must be reviewed and approved by MPCA Project manager before installation to be considered eligible for reimbursement. All requirements in **Attachment A** must be met or the stations will not be reimbursed.

Station 1: Jimmy Lee Recreation Center

Station 3: Arlington Recreation Center and Library

(b) Reporting

The MPCA may request quarterly data reporting after installation. This includes and is not limited to, the number of charging sessions, average kilo-watt hours used per charging session, maximum instantaneous peak power, and charging duration. Such information helps the program better understand the demand for charging and usage trends.

3. Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4. Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid up to \$15,000.00 for each station.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$30,000.00 (Thirty Thousand Dollars and Zero Cents)**.

4.2 Payment

- (a) **Reimbursement Request.** The State will promptly pay the Grantee after the Grantee presents an itemized reimbursement request for the services actually performed and the State's Authorized Representative accepts the reimbursement requested services. Reimbursement requests must be submitted timely and according to the following schedule: per station installation completion. See [Resources for grantees](#) for forms and more information.

The Grantee must also provide the following information with their reimbursement request:

- Name of Grantee
- Grantee project manager
- Grant amount
- Grant amount available to date
- Requested reimbursement amount
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Purchase Order No.
- Invoicing period (actual working period)
- Photographs of installed station
- Receipts for equipment, contractor hours, installation and supplies
- Detailed invoice
- Total project cost

Invoices must be emailed to mpca.ap@state.mn.us. If there is a problem with submitting an invoice

electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 30 (thirty) days and make a determination as to payment.

(b) Unexpended funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>.

5. Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is **Sarah Shapiro**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2035, sarah.shapiro@state.mn.us, or successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Erin Kayser**, 800 City Hall Annex, 25 West 4th Street, St. Paul, MN 55102, 651-266-6246, erin.kayser@ci.stpaul.mn.us, or successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Change orders. If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of

whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8. **Indemnification**

Each party will be responsible for its own acts and behavior and the results thereof. The liability of each party is set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations thereof. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this grant contract agreement.

9. **State Audits**

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. **Government Data Practices and Intellectual Property**

- 10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights**

- (a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the

State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) **Obligations.**

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press

releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for insufficient funding.** The State may immediately terminate this grant agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. Payment to subcontractors

[If applicable] As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

17. Prevailing Wage

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. Rates are listed in **Attachment B**, which is attached and incorporated into this grant agreement. **You must use the prevailing wage rates for the county where the charging station will be installed.**

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment B**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us, and the MPCA Project Manager.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at https://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage
<http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>.

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at
<https://www.revenue.state.mn.us/construction-contracts-state-or-local-government-agencies>.

MINNESOTA POLLUTION CONTROL AGENCY

By: _____

Date: _____

By: _____

Date: _____

CITY OF SAINT PAUL

By: _____
Director of Public Works

Date: _____

By: _____
Director of Financial Services

Date: _____

By: _____
Mayor

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

Level 2 EV Charging Station Installation Requirements

1. Locations

Host site name(s) and address(es) must be name(s) and address(es) approved in the Grant Agreement. Please note, four percent (and no less than 1) or 1 in every 25 EV charging spaces must comply with Americans with Disabilities Act (ADA) requirements. If this charging station is the first in the parking lot, then it must be ADA compliant. See ADA installation guidelines on the [Volkswagen grant resources page](#).

2. Equipment Requirements

Describe the proposed charging stations, installation, and activation/commissioning. These must meet Equipment Requirements below.

- a. The Level 2 charging stations must offer one or two SAE (Society of Automotive Engineers) J-1772 connectors to charge EVs, referred to as “single port or dual port”. Charging stations must be powered by 240-volt alternating current, the station must provide a charge of at least 6.6 kilowatts (kW) of power. Commercial sites with existing 208-volt systems will be allowed and will not be required to upgrade to 240 volts.
- b. Each station location must have a minimum of two, standalone chargers either wall mounted or on pedestals. For purposes of this grant program, a standalone charger is one whose availability, connectivity or performance is not impacted by issues being experienced by another charger at the location.
- c. Charging Capacity: Chargers greater than 6.6kW: 6.6kW is the minimum charger rated output. Additional points are awarded to chargers with a 7.2k or greater output. See scoring sheet. The charger purchased and installed must match the capacity for which the applicant was scored, or the grantee will be disqualified.
- d. Networking/Smart Charger: Each charging station must be networked. Connecting a charging station to a communications network can allow for collection of usage data and electronic payment from station users. This option also allows optimizing use of renewable sources of electricity when production is high or for electricity load balancing.
- e. Warranty: The Level 2 charging station units must be covered by a 5-year warranty. Charging stations must be in operation for no less than five continuous years.
- f. Service requirements: All stations must continually operate (24 hours a day) be in full-working order to the extent possible.

All charging station equipment must meet the following minimum requirements for safety testing by a Nationally Recognized Testing Laboratory (NRTL) recognized by the Occupational Safety and Health Administration (OSHA). The equipment must be listed and labeled as required by Minnesota Administrative Rule 3801.3620, the National Electrical Code (NEC) section 625.5 and be Federal Communication Commission (FCC) compliant.

Level 2 EV charging stations shall be certified to one of the following options:

- a. Underwriters Laboratories (UL) UL 2594 (Standard for EV Supply Equipment).
- b. IEC (International Electrotechnical Commission) 61851-23, IEC 62196, and IEC 61000 Electric Motor Cars (EMC) standards. These charging stations must be certified (listed and labeled) with Edison Testing Laboratories (ETL).
- c. An equivalent Nationally Recognized Testing Laboratory certification. Provide a copy of equipment specifications.

Equipment physical appearance and design:

- a. Electric Vehicle Supply Equipment (EVSE) Enclosure: The EVSE enclosure must be constructed for use outdoors in accordance with UL 50E Standard for Safety for Enclosures for Electrical Equipment, Environmental Considerations, Type 3R exterior enclosure or equivalent.
- b. Environmental: The EVSE must be capable of operating without any decrease in performance over an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 95%.

- c. Cord Management System: The EVSE must incorporate a cord management system or method to eliminate potential for cable entanglement, user injury, or connector damage from lying on the ground.

3. Additional Elements

- a. Renewable Energy: Powering the charging stations with electricity generated from renewable sources will contribute toward the State's goals of reducing greenhouse gas and other air pollutant emissions. This option can be met by signing up for a utility wind or solar program, or community solar program or the installation of a solar array in proximity to the charging stations. If a utility renewable energy program does not exist where the charging station is installed, wind or solar renewable energy certificates (RECs) can be purchased online.
- b. Solar Array Option: If in addition to a utility renewable program, the site has a new or existing solar array connected to the grid or charger that produces a minimum of 20 percent of charger power output. If final site plan does not match the application for size of solar array for which the applicant was scored, the grantee will be disqualified.

4. Site Plan

Once the agreements are fully executed, grantees must submit a plan for MPCA review and approval prior to station installation describing how the following requirements will be met:

- a. Map of station location with the following details:
 - Parking spaces: Minimum two dedicated parking spaces.
 - Bollards: placement of 3 feet to 4 feet high bollards to protect the station equipment from accidental impact (if pedestal mounted charging station).
 - Electrical service box placement (Note: Locating electric service box as close as possible to the parking space is recommended).

Plans must identify any spaces that will be accessible under the American Disabilities Act (ADA) and must follow ADA Table guidelines below. If this is the first EV charging station in the parking facility, it must be ADA compliant. See ADA installation guidelines on the [Volkswagen grant resources page](#).

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

**THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE****Construction Type: Highway and Heavy****Region Number: 09**

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2023-11-20

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

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

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

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

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

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2023-11-20	38.90	23.49	62.39
		2024-05-01	41.63	24.24	65.87
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-11-20	38.90	23.49	62.39
		2024-05-01	41.63	24.24	65.87

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-11-20	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
104	FLAG PERSON	2023-11-20	38.90	23.49	62.39
		2024-05-01	41.63	24.24	65.87
105	WATCH PERSON	2023-11-20	35.50	22.94	58.44
		2024-05-01	38.23	23.69	61.92
106	BLASTER	2023-11-20	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2023-11-20	42.40	23.49	65.89
		2024-05-01	45.13	24.24	69.37
108	TUNNEL MINER	2023-11-20	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-11-20	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-11-20	38.90	23.49	62.39
		2024-05-01	41.63	24.24	65.87
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-11-20	38.90	23.49	62.39

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-05-01	41.63	24.24	65.87
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2023-11-20	16.28	4.07	20.35
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2023-11-20	42.49	25.20	67.69
		2024-04-29	44.67	26.40	71.07
202	BOOM TRUCK	2023-11-20	44.94	25.20	70.14
		2024-04-29	47.25	26.40	73.65
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2023-11-20	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
204	OFF-ROAD TRUCK	2023-11-20	42.49	25.20	67.69
		2024-04-29	44.67	26.40	71.07
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-11-20	32.04	21.96	54.00

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 2	2023-11-20	43.38	25.20	68.58
	2024-04-29	45.61	26.40	72.01
302				HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
303				CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
304				ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
305				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2023-11-20	42.81	25.20	68.01
	2024-04-29	45.01	26.40	71.41
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
GROUP 4	2023-11-20	42.49	25.20	67.69
	2024-04-29	44.67	26.40	71.07
323				AIR TRACK ROCK DRILL
324				AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325				BACKFILLER OPERATOR
326				CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
327				BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
334				CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335				CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336				CURB MACHINE
337				DIRECTIONAL BORING MACHINE
338				DOPE MACHINE (PIPELINE)
339				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
340				DUAL TRACTOR
341				ELEVATING GRADER
342				FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
343				FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
344				FRONT END, SKID STEER OVER 1 TO 5 C YD
345				GPS REMOTE OPERATING OF EQUIPMENT
346				HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
347				HYDRAULIC TREE PLANTER
348				LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
349				LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
350				MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
351				MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
352				PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
353				PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
354				PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
355				POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
356				POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
357				PUGMILL
358				PUMPCRETE (HIGHWAY AND HEAVY ONLY)
359				RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
360				SCRAPER
361				SELF-PROPELLED SOIL STABILIZER
362				SLIP FORM (POWER DRIVEN) (PAVING)
363				TIE TAMPER AND BALLAST MACHINE
364				TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
365				TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
366				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
367				
368				
GROUP 5	2023-11-20	39.33	25.20	64.53
	2024-04-29	41.36	26.40	67.76
369				
370				
371				
372				
373				
374				
375				
376				
377				
378				
379				
380				
381				
382				
383				
384				
385				
GROUP 6	2023-11-20	42.49	25.20	67.69
	2024-04-29	44.67	26.40	71.07
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TRUCK DRIVERS				
GROUP 1	2023-11-20	31.25	17.50	48.75
601				
602				
603				
GROUP 2	2023-11-20	34.70	21.76	56.46
604				
GROUP 3	2023-11-20	34.60	21.76	56.36
605				
606				
607				
GROUP 4	2023-11-20	37.54	21.76	59.30
608				
609				
610				
611				
612				
613				
614				
615				
616				
SPECIAL CRAFTS				
701	2023-11-20	47.10	24.40	71.50
702	2023-11-20	44.37	30.55	74.92
	2024-01-01	46.00	31.93	77.93
703	2023-11-20	45.47	25.76	71.23
	2024-05-01	48.51	25.76	74.27
704	2023-11-20	43.58	27.91	71.49
	2024-05-01	47.08	27.91	74.99
705				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
				FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>	
706	CEMENT MASONS	2023-11-20	45.17	24.22	69.39
		2024-04-29	48.57	24.22	72.79
707	ELECTRICIANS	2023-11-20	52.00	32.80	84.80
711	GROUND PERSON	2023-11-20	35.60	18.92	54.52
712	IRONWORKERS	2023-11-20	43.00	34.11	77.11
		2024-04-28	46.00	34.11	80.11
713	LINEMAN	2023-11-20	50.86	23.57	74.43
714	MILLWRIGHT	2023-11-20	40.39	33.37	73.76
		2024-05-01	43.44	33.37	76.81
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2023-11-20	38.70	22.76	61.46
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-11-20	43.53	27.91	71.44
		2024-05-01	47.03	27.91	74.94
717	PIPEFITTERS . STEAMFITTERS	2023-11-20	53.94	33.30	87.24
		2024-05-01	57.14	33.30	90.44
719	PLUMBERS	2023-11-20	52.60	31.10	83.70
721	SHEET METAL WORKERS	2023-11-20	44.46	29.17	73.63
723	TERRAZZO WORKERS				FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>
724	TILE SETTERS	2023-11-20	34.76	23.29	58.05
725	TILE FINISHERS				FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
727	WIRING SYSTEM TECHNICIAN	2023-11-20	44.61	20.16	64.77
728	WIRING SYSTEMS INSTALLER	2023-11-20	31.25	16.34	47.59
729	ASBESTOS ABATEMENT WORKER	2023-11-20	37.63	23.36	60.99
		2024-01-01	39.86	24.11	63.97
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			